

Referential Resolution Additional Terms

The following terms are incorporated into all applicable Agreements:

Last Updated: March 11, 2021

If Customer subscribes to the Referential Resolution Services (f/k/a Augment), these terms and conditions shall be incorporated into the Agreement and apply to the Referential Resolution Services and to Customer's use of the Referential Resolution Services.

CUSTOMER OBLIGATIONS. In order to provide the Referential Resolution Services, Customer Data, including patient demographic information, will be sent to Rhapsody and to Rhapsody's third party provider to be used solely in furtherance of providing the Referential Resolution Services. Customer consents to such use, and warrants that Customer has the rights and necessary consents to provide the Customer Data for such use. Customer agrees and acknowledges that after termination or expiration of the Referential Resolution Services or Agreement, Rhapsody and its third party provider may retain a copy of such Customer Data to the extent necessary to allow them to comply with applicable laws (including any audit requirements).

Depending on which elements of the Referential Resolution Services Customer subscribes to, Customer may receive or be exposed to data from Rhapsody's third party provider. Such data is subject to regulation under the Federal Gramm-Leach-Bliley Act, 15 U.S.C.A., Section 6801 et. seq. (2000) ("GLBA"), among other regulations. This includes data that is provided from Rhapsody's third party provider, such as within a match justification report or to provide insight into a referential matching decision. The use of the data is for reference and verification in connection with Customer's business processes and Customer must limit its use to required institutional risk control or the detection and prevention of fraud. Customer will take appropriate steps to prevent the misuse of the data. Customer must not resell the data for any purpose and will not distribute the data or results of the data to the patient/person or any party acting on behalf of the patient/person. Customer will only use the data in accordance with GLBA and such state and local requirements or any legislation, rules, or regulations as may be enacted or adopted after the date of the Agreement by any federal, state, or local government body. Customer may only use the Referential Resolution Services and data pursuant to the exception under GLBA, to protect against or prevent actual or potential fraud, unauthorized transactions, claims or other liability.

Customer acknowledges that the Referential Resolution Services may contain information from the Death Master File as issued by the Social Security Administration. Pursuant to Section 203 of the Bipartisan Budget Act of 2013 and 15 C.F.R. § 1110.102, Customer certifies that, consistent with its use of the Referential Resolution Services under GLBA, Customer's use of deceased flags or other indicia within the Referential Resolution Services is restricted to legitimate fraud prevention or business purposes in compliance with applicable laws, rules regulations, or fiduciary duty, as such business purposes are interpreted under 15 C.F.R. § 1110.102(a)(1). Customer must not take any adverse action against any consumer without further investigation to verify the information from the deceased flags or other indicia within the Referential Resolution Services.

THIRD PARTY PROVIDER INTELLECTUAL PROPERTY. Depending on which elements of the Referential Resolution Services Customer subscribes to, Customer may receive or be exposed to proprietary identifiers and other intellectual property from Rhapsody's third party providers. Customer hereby agrees that Rhapsody's third party provider retains a proprietary interest in its proprietary identifiers and its other intellectual property, and Customer shall not use or disclose the proprietary identifiers or any other third party provider intellectual property except for purposes consistent with the Agreement. During the term of the Agreement, Customer has a limited, nonexclusive, non-assignable, and non-transferable sub-license from Rhapsody to use the proprietary identifiers and other intellectual property solely for Customer's internal purposes, and in accordance with any other use restrictions set forth in the Agreement which apply to Customer's use of the Rhapsody products and services. After expiration or termination of the Agreement, Customer may not retain any proprietary identifiers or intellectual property obtained through the Referential Resolution Service.

DISCLAIMERS. Rhapsody's third party provider will use commercially reasonable efforts to match individual patient/person records using the Customer Data; notwithstanding the foregoing it is still the Customer's responsibility to validate that patient information is accurate. Because the Referential Resolution Services involve conveying information provided to Rhapsody and its third-party provider by other sources, Rhapsody and its third party provider cannot and will not, for the fee charged, be an insurer or guarantor of the accuracy or reliability of the service or the data.

RHAPSODY AND IT'S THIRD PARTY PROVIDER MAKES NO REPRESENTATIONS OR WARRANTIES, EXPRESS OR IMPLIED, WITH RESPECT

TO THE SERVICES, THE DATA OR ANY OTHER MATERIALS (TANGIBLE OR INTANGIBLE) SUPPLIED HEREUNDER, AND RHAPSODY AND ITS THIRD PARTY PROVIDER HEREBY EXPRESSLY DISCLAIMS ANY OTHER EXPRESS OR IMPLIED WARRANTIES WITH RESPECT THERETO, INCLUDING WITHOUT LIMITATION, ANY WARRANTIES AS TO THE ACCURACY, COMPLETENESS OR CURRENTNESS OF THE DATA, OR ANY IMPLIED WARRANTIES OF MERCHANTABILITY, NON-INFRINGEMENT OR FITNESS FOR A PARTICULAR PURPOSE. ANY USE OR RELIANCE UPON THE SERVICES OR THE DATA BY CUSTOMER SHALL BE AT CUSTOMER'S OWN RISK.

CHANGES TO SERVICES; TERMINATION. Rhapsody's third party provider may from time to time change, add, or modify the products and services it offers to Rhapsody related to the Referential Resolution Services, and the Referential Resolution Services may as a result be modified. Rhapsody may terminate the provision of the Referential Resolution Services if its third party provider discontinues to offer its products or services to Rhapsody or no longer offers or provides support to Rhapsody for its products or services.