

Referential Resolution Additional Terms

The following terms are incorporated into all applicable Agreements:

Last Updated: October 1, 2026

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(s) 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).

PERMITTED USE OF THIRD-PARTY DATA. 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 identity verification and resolution, required institutional risk control, or the detection and prevention of fraud. Customer will take appropriate steps to prevent the misuse of the data. Customer shall use such data only for its internal business purposes and on a single transactional basis in response to an inquiry regarding a specific person, and not in bulk. Customer shall not use such data for marketing list fulfillment or other marketing purposes. Customer shall not use such data for consumer credit purposes, consumer insurance underwriting, employment purposes, tenant screening purposes, or any other purpose subject to the Fair Credit Reporting Act, 15 U.S.C. § 1681 et seq., or any similar state or local law, rule, or regulation. Customer shall not reproduce, republish, or otherwise transfer or distribute such data except to Customer personnel whose duties reasonably relate to the permitted business purpose for which the data was requested. Customer must not resell the data for any purpose. Customer shall maintain such data as confidential information and shall not disclose or 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 certifies that it has a permissible purpose under GLBA for receiving and using such data and may only use the Referential Resolution Services and data for such purpose permissible under GLBA.

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(s) and their suppliers retain all right, title, and interest in and to all third-party data being supplied through Referential Resolution, including any proprietary materials, and all intellectual property rights therein, and Customer shall not use or disclose such data, proprietary materials, or any other third party provider intellectual property except as expressly permitted under the Agreement or these Referential Resolution Additional Terms. 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 as made available through the Referential Resolution Services for Customer's internal purposes, and in accordance with any other use restrictions set forth in these Referential Resolution Additional Terms and 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 such third-party data and information may not be accurate, complete, or current, and 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, IT'S THIRD PARTY PROVIDER(S), AND THEIR SUPPLIERS MAKE 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, ITS THIRD PARTY PROVIDER(S), AND THEIR SUPPLIERS HEREBY EXPRESSLY DISCLAIM 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. TO THE EXTENT LIABILITY CANNOT BE EXCLUDED, THE AGGREGATE LIABILITY OF SUCH THIRD-PARTY DATA PROVIDERS AND DATA SUPPLIERS ARISING OUT OF OR RELATING TO THE REFERENTIAL RESOLUTION SERVICES OR THIRD-PARTY DATA SHALL NOT EXCEED THE GREATER OF (A) THE FEES PAID BY CUSTOMER TO RHAPSODY ATTRIBUTABLE TO THE REFERENTIAL RESOLUTION SERVICES DURING THE SIX (6) MONTH PERIOD IMMEDIATELY PRECEDING THE EVENT GIVING RISE TO THE CLAIM; OR (B) TEN THOUSAND DOLLARS (\$10,000).

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, or if continued provision of the Referential Resolution Services becomes legally prohibited or commercially impracticable due to a change in applicable law or regulation, a restriction imposed by an underlying data source, or a material security or privacy concern.