CONSORTIUM PARTICIPATION AGREEMENT

This Consortium Participation Agreement ("**Agreement**") is made as of [•] (the "**Effective Date**") by and between AHCA/NCAL Solutions, LLC, a [•] limited liability company ("**Solutions**") and the entities that hereafter become parties hereto by executing the form of "**Joinder Addendum**" attached hereto as **Exhibit A** (each, a "**Consortium Participant**" and collectively the "**Consortium Participants**," as further defined below). Each of Solutions and the Consortium Participants is referred to individually as "**a Party**" and collectively as "**the Parties**".

MISSION STATEMENT

The purpose of this Agreement is to set forth the intent of the parties related to the establishment of a research and data analytics consortium (the "**Consortium**") in which Consortium Participants and Solutions will join to collect, aggregate and evaluate data obtained from skilled nursing facilities ("**SNFs**") and Assisted Living Facilities (**"ALFs**" collectively with SNFs, collectively, the "**Covered Entities,**" and each a "**Covered Entity**") across the United States for mutual benefit and with a common goal to build an integrated electronic health record ("**EHR**")-based data infrastructure to coordinate care within and among Covered Entities, conduct public health surveillance, and perform research (the "**Purpose**"). The Consortium is intended to enable current and future monitoring and enhancement of Covered Entity residents' treatment and care coordination, including in response to the COVID-19 pandemic, and to assess the impact of regulatory and payment policies that affect Covered Entities' operational decisions and residents' health outcomes. In addition, the consortium may use the data for public health surveillance and evaluation as well as for research with academic and commercial partners. Solutions will establish or cause to be established a data analytics platform (the "**Platform**") to facilitate the compilation and analysis of collected Data (as defined below) and further the Consortium Plan (as defined below). Solutions and each of the Consortium Participants joined hereto wish to participate in the Consortium in accordance with the terms and conditions of this Agreement.

NOW THEREFORE, in consideration of the mutual covenants and promises contained herein, each Party agrees as follows:

ARTICLE I.

DEFINITIONS

In this Agreement, unless otherwise expressly provided, the following terms shall have meanings ascribed to them below:

1.01 "**Advisory Committee**" has the meaning set forth in Section 2.02.

1.02 "**Agreement**" has the meaning set forth in the introduction.

1.03 "**ALF**" has the meaning set forth in the Mission Statement.

1.04 "**Applicable Laws**" has the meaning set forth in Section 2.05.

1.05 "**Background IP**" means any and all Intellectual Property that were (a) conceived, created, developed, discovered, first reduced to practice or first fixed in a tangible medium prior to the Effective Date, or (b) conceived, created, developed, discovered or reduced to practice independent of the Project, the Data, and/or the Outputs and Results during the Term, as evidenced by competent written documentation maintained in the ordinary course of business.

1.06 "**Business Associate License**" has the meaning set forth in Section 3.01.

1.07 "**Cause Event**" has the meaning set forth in Section 4.04.

1.08 "**Change of Control**" means (i) any transaction involving a Party that results in a third party directly or indirectly acquiring the power to direct or cause the direction of the management and policies of such Party or the power to appoint or elect more than fifty percent (50%) of the members of the board of directors or equivalent governing body of such Party; or (ii) or any purported assignment in violation of Section 11.01.

1.09 "**Confidential Information**" has the meaning set forth in Section 5.01.

1.10 "**Consortium**" has the meaning set forth in the Mission Statement.

1.11 "**Consortium IP**" has the meaning set forth in Section 6.03.

1.12 "**Consortium Participant**" means an institution participating in the Consortium in accordance with this Agreement; provided that, if an entity that is a Consortium Participant ceases to be a Party to this Agreement, it shall cease to be a Consortium Participant for purposes of this Agreement.

1.13 "**Consortium Participant Data**" means all data gathered or collected by the Consortium from a Consortium Participant in connection with the Project in furtherance of the Consortium Plan including data that contains Protected Health Information as such term is defined by HIPAA.

1.14 "**Consortium Participant License**" has the meaning set forth in Section 3.05.

1.15 "**Consortium Plan**" has the meaning set forth in Section 2.01.

1.16 "**Covered Entities**" and "**Covered Entity**" have the meanings set forth in the Mission Statement.

1.17 "**Covered Person**" has the meaning set forth in Section 10.01.

1.18 "**Data**" means all of the Consortium Participant Data, collectively.

1.19 "**Data Collection Protocol**" means the procedure, process and format for Consortium Participant Data to be submitted to the Data Firm by each Consortium Participant's EHR vendor, including the fields/records for the Consortium Participant Data.

1.20 "**Data Firms**" means Exponent, Inc. and Acumen, LLC or any other entity that contractually agrees with Solutions to process, store, or analyze Data on behalf of the Consortium in furtherance of the Purpose and in accordance with the Consortium Plan.

1.21 "**De-identified Data Outputs**" has the meaning set forth in Section 3.01.

1.22 "**Departing Participant**" has the meaning set forth in Section 4.04.

1.23 "**Discloser**" has the meaning set forth in Section 5.01.

1.24 "**Effective Date**" has the meaning set forth in the introduction.

1.25 "**EHR**" has the meaning set forth in the Mission Statement.

1.26 "**End Date**" has the meaning set forth in Section 4.06.

1.27 "**HIPAA**" means the Health Insurance Portability and Accountability Act of 1996 Pub. L. No. 104-191 as amended by the final regulations promulgated pursuant to the Health Information Technology for Economic and Clinical Health Act, as part of the American Recovery and Reinvestment Act of 2009, at Pub. L. No. 111-5, and the regulations promulgated thereunder.

1.28 "**Identifiable Consortium Participant Data Outputs**" has the meaning set forth in Section 3.04.

1.29 "**Indemnifying Party**" has the meaning set forth in Section 10.01.

1.30 "**Intellectual Property**" or "**IP**" means all Inventions, technology, processes, designs, methods, techniques, know-how, algorithms, works of authorship, software, compilations, data and other intellectual property rights (including patents, copyrights, and trade secrets).

1.31 "**Inventions**" means discoveries, concepts, or ideas, whether patentable or not, as well as improvements thereof or know-how related thereto.

1.32 "**Joinder Addendum**" has the meaning set forth in the introduction.

1.33 "**Losses**" means any and all losses, penalties, fines, costs, damages (and any interest due thereon), liabilities, amounts paid in settlements and offsets and any reasonable out-of-pocket costs, expenses and attorneys' fees, including any of the foregoing incurred in connection with the investigation, response to and defense or settlement of a third party claim against or in respect of which indemnification is provided hereunder (including any such reasonable costs, expenses and attorneys' fees incurred in enforcing a party's right to indemnification against or with respect to any appeal) and penalties and interest.

1.34 "**New Participant**" has the meaning set forth in Section 2.04.

1.35 "**Outputs and Research**" has the meaning set forth in Section 3.04.

1.36 "**Party**" and "**Parties**" has the meaning set forth in the introduction.

1.37 "**Platform**" has the meaning set forth in the Mission Statement.

1.38 "**Project**" means the Data research and analytics activities of the Consortium (through Solutions and Consortium Participants) in furtherance of the Consortium Plan, the Purpose.

1.39 "**Publication**" has the meaning set forth in Section 8.01.

1.40 "**Publishing Party**" has the meaning set forth in Section 8.01.

1.41 "**Purpose**" has the meaning set forth in the Mission Statement.

1.42 "**Recipient**" has the meaning set forth in Section 5.01.

1.43 "**Related Entities**" means, with respect to any Party: (i) an organization, which directly or indirectly controls the Party; or (ii) an organization which is directly or indirectly controlled by the Party; or (iii) an organization, which is controlled, directly or indirectly, by the ultimate parent organization of the Party. The term "**control**" as used in the foregoing means the possession of the power to direct or cause the direction of the management and the policies of an entity, whether through the ownership of a majority of the outstanding voting security or by contract or otherwise.

1.44 "**Removed Participant**" has the meaning set forth in Section 4.04.

1.45 "**Representative**" has the meaning set forth in Section 5.03.

1.46 "**Research License**" has the meaning set forth in Section 3.01.

1.47 "**Research Results**" has the meaning set forth in Section 3.04.

1.48 "**Research Review Committee**" means Solutions, Exponent and other third parties specified within the RRC Charter, who collectively will evaluate the scientific acceptability of research proposals received from, or sponsored by, Covered Entities and other third parties.

1.49 "**Review Period**" has the meaning set forth in Section 8.01.

1.50 "**Reviewing Party**" has the meaning set forth in Section 8.01.

1.51 "**RRC Charter**" means that certain charter adopted by the Research Review Committee from time to time, which shall be adopted and attached to this Agreement prior to the commencement of any research activities related to a research proposal.

1.52 "**SNF**" has the meaning set forth in the Mission Statement.

1.53 "**Solutions**" has the meaning set forth in the introduction.

1.54 "**Term**" means the period referred to in Section 4.01.

1.55 "**Use**" means to use, share, employ, apply, utilize, examine, analyze, exploit, improve, modify, reproduce, distribute, publish, display, perform, and create derivative works (in any format or medium), subject to any restrictions set forth in this Agreement.

1.56 "**Wind Down Party**" has the meaning set forth in Section 4.06.

1.57 "**Withdrawing Participant**" has the meaning set forth in Section 4.03.

1.58 "**Work Product**" has the meaning set forth in Section 3.07.

The exhibits, annexes, and attachments referred to herein shall be construed with and as an integral part of this Agreement to the same extent as if they were set forth verbatim herein. Any references to the words "include," "includes" or "including" in this Agreement shall be deemed to be followed by the words "without limitation." Whenever the singular form is used in this Agreement, and when required by the context, the same shall include the plural and vice versa, and the masculine gender shall include the feminine and neuter genders and vice versa. The words "herein" "hereof" and "hereunder" and other words of similar import refer to this Agreement as a whole and not to any particular section or other subdivision. The word "or" is used inclusively herein (for example, the phrase "A or B" means "A or B or both", not "either A or B but not both"), unless used in an "either or" or similar construction.

ARTICLE II.
SCOPE OF CONSORTIUM

2.01 **Consortium Plan.** The data research and analytics activities contemplated by the Consortium, including the Data to be collected, are further detailed in the plan to be adopted by Solutions after the Effective Date and attached hereto as **Exhibit B** such time, as amended by Solutions from time to time (the "**Consortium Plan**"). The Parties agree to collaborate in the furtherance of the Project. Each Party shall use reasonable efforts to carry out in a diligent manner those parts of the Project allocated to it in accordance with this Agreement and the Consortium Plan. Each Party shall obtain and maintain all relevant ethics and other approvals as may be relevant for its participation in the Project.

2.02 **Advisory Committee**. Solutions shall establish and maintain an advisory committee (the "**Advisory Committee**") to govern the Consortium in the accordance with the charter adopted by the Advisory Committee, as amended from time to time.

2.03 **Research Review Committee**. The members of the Research Review Committee shall review each proposed research proposal in good faith, to among other things, determine whether such research proposal can be performed in accordance with this Agreement and any other applicable agreements then in existence. To the extent that a research proposal was referred to the Consortium by a member of the Research Review Committee, the referring member shall have a non-voting role in any discussions among the Research Review Committee that relates to such research proposal.

2.04 **Consortium Participants.** Any third party Covered Entity may request to join the Consortium by submitting written notice to Solutions. The Advisory Committee will discuss any such request and may approve the request upon a majority vote of the Advisory Committee;

provided that Solutions shall have the right to object to joinder in the event that such third party Covered Entity is not a member of Solutions or for any other reason, at Solutions' discretion. Each duly approved third party Covered Entity (each, a "**New Participant**") shall execute and deliver a Joinder Addendum; provided that Solutions shall be required to execute such Joinder Addendum if any material changes, in Solutions sole discretion, are made to such Joinder Addendum by such New Participant. Upon the execution and delivery of a Joinder Addendum by any such New Participant, such New Participant shall become a Consortium Participant. The rights and obligations of each Consortium Participant hereunder shall remain in full force and effect notwithstanding the addition of any New Participant hereunder. A Consortium Participant does not have a vote on the Advisory Committee or the Research Review Committee.

2.05 **Conduct.** Consortium activities will be conducted in accordance with all applicable federal, state, provincial, and local statutes, rules, and regulations (collectively, "**Applicable Laws**"), including but not limited to HIPAA and other statutes, rules and regulations governing the privacy and security of the Data, and antitrust laws, anti-bribery and anti-corruption laws. To the extent that Consortium activities are performed pursuant to a governmental or agency grant award, such activities will be conducted in accordance with applicable governmental or agency requirements associated with the standards that prevent individuals engaged in grant-supported activities from using their positions for purposes that are, or give the appearance of being, motivated by a desire for private financial gain for themselves or others, such as those with whom they have family, business, or other ties. When governmental or agency grant funds will be used to support Consortium activities, Consortium Participants will be provided with any specific governmental or agency requirements that are applicable. Conduct of the Consortium Participants shall also demonstrate a reasonable expectation that the design, conduct, or reporting of research funded under certain governmental or agency grants will be free from bias resulting from any conflicting financial interest of an investigator. No Party shall, in connection with the performance of this Agreement, directly or indirectly, make, promise, authorize, ratify or offer to make, or take any act in furtherance of any payment or transfer of anything of value for the purpose of influencing, inducing or rewarding any act, omission or decision to secure an improper advantage; or improperly assisting it or the other Party in obtaining or retaining business, or in any way with the purpose or effect of public or commercial bribery, and warrants that it has taken reasonable measures to prevent subcontractors, agents, or any other third parties subject to its control or determining influence from doing so. For the avoidance of doubt, this includes facilitating payments that are unofficial, improper, or gifts offered or made to Government Officials to secure or expedite a routine or necessary action to which a Party is legally entitled. For the purpose of this Agreement, "**Government Official**" (where 'government' means all levels and subdivisions of governments, e.g., local, regional, national, administrative, legislative, executive, or judicial, and royal or ruling families) means: (a) any officer or employee of a government or any department, agency or instrumentality of a government (which includes public enterprises, and entities owned or controlled by the state); (b) any officer or employee of a public international organization such as the World Bank or United Nations; (c) any officer or employee of a political party, or any candidate for public office; (d) any person defined as a government or public official under applicable local laws (including anti-bribery and corruption laws) and not already covered by any of the above; or; (e) any person acting in an official capacity for or on behalf of any of the above. "**Government Official**" shall include any person with close family members who are Government Officials (as defined above) with the capacity, actual or perceived, to influence or take official decisions affecting a Party's business.

ARTICLE III.
DATA LICENSES; SUBMISSION; OUTPUTS and WORK PRODUCT

3.01 **License to Use Data**. Each Consortium Participant hereby grants to Solutions (a) during the Term and prior to withdrawal by each such Consortium Participant, a non-exclusive, royalty-free, worldwide license to Use Consortium Participant Data for analytics and storage purposes (including for healthcare operations) on behalf of each Consortium Participant (the "**Business Associate License**"), and (b) during the Term and thereafter, a non-exclusive, royalty-free, irrevocable, perpetual, sublicensable, worldwide license to Use Consortium Participant Data for research purposes (including for healthcare operations) and to commercialize any Research Results or Work Product arising therefrom (the "**Research License**"), in each case (a) and (b), in furtherance of the Consortium Plan and any Statements of Work, and in accordance with Applicable Law and the Data Collection Protocol. For the purposes of the license granted pursuant to clause (a), Solutions shall operate as a Business Associate (as such term is defined by HIPAA) to each Consortium Participant. Each Consortium Participant shall execute the Business Associate Agreement attached hereto as **Exhibit C**.

3.02 **Release and Submission of Data**. Each Consortium Participant shall execute and send, or permit Solutions to send on such Consortium Participants behalf, to its respective EHR vendor the Data Release Form attached hereto as **Exhibit D**, which directs such EHR vendor to release Consortium Participant Data to the Data Firm(s) in accordance with the Data Collection Protocol. During the Term, each Consortium Participant will submit, or cause to be submitted by its respective EHR vendor, Consortium Participant Data to the Data Firm(s) in accordance with the Data Collection Protocol and in furtherance of the Consortium Plan. Each Consortium Participant hereby confirms that the Data Release Form properly and completely authorizes its EHR vendor to release Consortium Participant Data to Solutions.

3.03 **Data Collection Protocol.** Solutions will, in consultation with the Advisory Committee, establish the Data Collection Protocol that defines the procedures, processes and format for the Consortium Participant Data to be submitted to the Data Firm(s). Solutions may from time to time, give notice to Consortium Participants of proposed amendments to the Data Collection Protocol, which shall be discussed and approved by the Advisory Committee.

3.04 **Data Firm(s).** One or more Data Firm(s), on behalf of Solutions and applicable Consortium Participants and third parties, may be granted a sublicense under the Business Associate License and/or Research License to Use the submitted Consortium Participant Data in accordance with the terms of this Agreement and any other applicable agreement. Such Use may produce (a) under the Business Associate License, certain identifiable Consortium Participant Data outputs ("**Identifiable Consortium Participant Data Outputs**"), (b) under the Business Associate License, certain de-identified and aggregated (as those terms are defined by HIPAA) Data outputs ("**De-identified Data Outputs**"), and (c) under the Research License, certain Data outputs requested by Solutions, Consortium Participants, Data Firm(s), and other third parties from time to time ("**Research Results**", together with the Identifiable Consortium Participant Data Outputs and the De-identified Data Outputs, the "**Outputs and Results**"). The specific duties and obligations of the Data Firm(s) will be as set forth in separate agreement(s) to be negotiated between Solutions and each Data Firm. Each Data Firm will act as a Business Associate (as such

term is defined by HIPAA) of Solutions for purposes of the Uses performed under clauses (a) and (b).

3.05 **Sharing and Use of Outputs and Work Product.** During the Term, certain De-identified Data Output via the Platform or some other distribution infrastructure may be shared amongst all Parties, as determined by the Advisory Committee. Accordingly, during the Term, Solutions hereby grants to each Consortium Participant a non-exclusive, royalty-free, worldwide license to Use any De-identified Data Output and Work Product derived therefrom in accordance with the terms of this Agreement and Applicable Law (the "**Consortium Participant License**"). Each Consortium Participant hereby grants to Solutions a non-exclusive, royalty-free, irrevocable, perpetual, worldwide license to Use Identifiable Consortium Participant Data Outputs and any Work Product derived therefrom in accordance with this Agreement and Applicable Law.

3.06 **Platform**. The Solutions will, in consultation with the Data Firm(s) and Advisory Committee, use commercially reasonable efforts to establish the Platform for use by the Consortium. During the Term, Solutions will, at Solutions' expense, provide the software and hardware to set up, maintain, and host the Platform for use by the Consortium Participants.

3.07 **Work Product.** Solutions, Data Firm(s) and other third parties may derive work product through its Use of the Data, Identifiable Consortium Participant Data Outputs, De-identified Data Outputs, and Research Results (collectively, the "**Work Product**"). The Consortium Plan shall set forth the details for which Work Product derived from the De-identified Data Output shall be circulated to Consortium Participants.

ARTICLE IV.
TERM AND WITHDRAWAL

4.01 **Term**. This Agreement shall commence on the Effective Date and shall continue until there are no longer any Consortium Participants (the "**Term**"), unless terminated earlier pursuant to this Agreement.

4.02 **Termination**. This Agreement may be terminated at any time by mutual Agreement of all then-existing Consortium Participants. This Agreement will automatically terminate in the event that there are no longer any Consortium Participants involved in the Consortium (i.e., due to withdrawal or removal of all Consortium Participants as provided herein). Upon any termination, the Parties shall use reasonable efforts to wind up the work carried out in accordance with the then-current Consortium Plan in an orderly fashion except as otherwise agreed by the Advisory Committee.

4.03 **Withdrawal of Consortium Participant**. A Consortium Participant (deemed a "**Withdrawing Participant**") may elect to withdraw from the Consortium at any time by giving thirty (30) days' written notice to Solutions and the Advisory Committee and subject to the provisions of Section 4.05.

4.04 **Removal of Consortium Participant**. If there is a Cause Event involving or brought on by a Consortium Participant (deemed a "**Removed Participant**" and together with a Withdrawing Participant, a "**Departing Participant**") the Removed Participant may be removed from the Consortium by a majority vote of the Advisory Committee. "**Cause Event**" means any

of the following circumstances: (a) if the Removed Participant fails to fulfill commitments detailed in the Consortium Plan applicable to such Removed Participant; (b) if the Removed Participant is acting in a non-professional manner, such as by engaging in behavior disruptive to the Consortium or its activities; (c) if the Removed Participant fails to execute any of the Annexes attached hereto as required by the terms of this Agreement; (d) if the Removed Participant files or has filed against it a petition in bankruptcy that is not dismissed within sixty (60) days; (e) upon a material breach by the Removed Participant of its obligations under this Agreement, including any disclosure of Confidential Information to unauthorized parties; or (f) in case of a Change of Control of the Removed Participant.

4.05 **Effect of Withdrawal or Removal**. As of the date of withdrawal or removal from the Consortium, (a) the Departing Participant's access to the Platform or any other distribution system will be terminated, (b) the Departing Participant no longer shall (or cause its EMR vendor to no longer) submit Consortium Participant Data to the Consortium, (c) the Departing Participant shall retain all rights in its Background IP (subject to any licenses granted in this Agreement), (d) the Departing Participant shall not publish any Publications, (e) Solutions shall retain the right to Use the Consortium Participant Data provided by the Departing Participant pursuant to the Research License; (f) solely with respect to the Departing Participant, the Business Associate License and the Consortium Participant License shall terminate, and (g) the rights and obligations of the Departing Participant shall end except for the rights and obligations described in this Section 4.05 and any other obligations that are specified to survive termination of this Agreement. A Departing Participant shall promptly return or destroy all materials of the other Parties in its possession, including Confidential Information of another Party upon the request of the Party. Similarly, each remaining Party shall promptly return or destroy all materials of the Departing Participant in its possession, including Confidential Information of the Departing Participant (other than the Consortium Participant Data that may be retained by Solutions pursuant to the Research License) upon the request of the Departing Participant. The Departing Participant shall not at any time prior to the End Date of the Consortium, use any De-identified Data Outputs or Work Product in a manner that impairs, or competes or conflicts with, the Purpose except for care coordination and care delivery to individual patients.

4.06 **Effect of Expiration or Termination of Agreement**. Upon expiration, or earlier termination of this Agreement, the rights and obligations of each Party then involved in the Consortium (each, a "**Wind Down Party**") as of the applicable date of expiration or termination (the "**End Date**") shall be as follows (subject to any obligations that are specified in this Agreement to survive termination of this Agreement): (a) each Wind Down Party 's access to the Platform or other distribution system will be terminated, (b) each Wind Down Party may continue to Use any Outputs and Results in its possession pursuant to the licenses granted herein in connection with Publications and projects in progress as of the End Date other than the Project, (c) each Wind Down Party shall no longer submit Consortium Participant Data to the Consortium, (d) each Wind Down Party shall retain all rights in its Background IP and Consortium IP (subject to any licenses granted in this Agreement); (e) each Wind Down Party shall not publish any further Publications except for those Publications authorized under ARTICLE VIII prior to the End Date, and (f) Solutions shall retain the right to Use the Data pursuant to the Research License. Subject to the foregoing, each Wind Down Party shall promptly return or destroy all materials of the other Wind Down Parties in its possession (other than the Consortium Participant Data that may be retained by Solutions pursuant to the Research License), including Confidential Information of

another Wind Down Party upon the request of such Party. For clarity, notwithstanding any expiration or termination of the Consortium or this Agreement, Solutions may continue to use all De-identified Data Outputs and Research Results based on submitted Consortium Participant Data on a perpetual, irrevocable basis.

4.07 **Continuing Support and Survival**. The provisions of Sections [•] and any other provisions contained herein which by their nature or effect are required or intended to be observed after termination of this Agreement will survive the termination or expiration of this Agreement and remain binding.

ARTICLE V.
CONFIDENTIALITY

5.01 **Definition**. "**Confidential Information**" means any and all confidential, non-public or proprietary information of a Party (a "**Discloser**"), including but not limited to data, techniques, protocols or results, or business, financial, commercial or technical information, to which a receiving Party (a "**Recipient**") has access in connection with the Consortium. All De-identified Data Outputs and Research Results and any Work Product derived therefrom shall be deemed to be the Confidential Information of Solutions. A Recipient shall have a duty to protect only that Confidential Information which is marked as "confidential" (if provided in tangible form) or identified as "confidential" at or prior to disclosure (if provided orally or in other non-tangible form) or, if not so marked, that, by its nature or by reason of the circumstances in which it is disclosed Recipient should reasonably understand to be confidential. If there is a question regarding whether unmarked information should be considered "Confidential Information", then Consortium members should take reasonable steps to confirm whether the information should be considered "Confidential Information."

5.02 **Protection of Confidentiality.** Each Recipient agrees that it will use a Discloser's Confidential Information only in connection with the Project and the purposes specified in this Agreement, and not for any other purpose or for the benefit of itself or any third party except with the written consent of the Discloser. Except to the extent expressly authorized by this Agreement or otherwise agreed to by the Discloser in writing, a Recipient shall take all reasonable measures to protect the secrecy of and avoid disclosure or use of Confidential Information in order to prevent it from falling into the public domain or the possession of persons other than those persons authorized under this Agreement. In taking such measures, a Recipient agrees that it shall use the highest degree of care that it utilizes to protect its own Confidential Information of a similar nature (but in any event no less than a reasonable degree of care). A Recipient agrees to notify the Discloser in writing of any actual or suspected misuse, misappropriation or unauthorized disclosure of Confidential Information which may come to the Recipient's attention.

5.03 **Disclosure to Representatives.** Notwithstanding Section 5.02, a Party may disclose Confidential Information (a) to its and its Related Entities' (in the case of Consortium Participant, only the Participant Related Entities) employees, staff, contractors, subcontractors, lawyers, accountants, and advisors with a legitimate need to know such information (collectively, "**Representatives**"), (b) to government or other regulatory authorities to the extent that such disclosure is required by statute, regulation or order, (c) solely with respect to Solutions, to government or other regulatory authorities in furtherance of public health surveillance reporting

programs (whether required by statute, regulation or order, or voluntary), and (d) to another Party who has a legitimate need to know such Confidential Information. Each Party agrees that its Representatives shall be informed of the confidentiality obligations and use restrictions in this Agreement and shall agree, or otherwise be subject to an obligation, to protect the Confidential Information on terms substantially similar to those contained in this Agreement. A Recipient shall be responsible for any use or disclosure of Confidential Information in breach of the restrictions in this Agreement by any of its Representatives.

5.04 **Exceptions.** This ARTICLE V imposes no obligation upon a Recipient with respect to information that the Recipient can demonstrate:

(a) was already known to the Recipient, other than under an obligation of confidentiality to any Party, at the time of receipt by the Recipient, as evidenced by competent written records; or

(b) was generally available to the public or otherwise part of the public domain at the time it was acquired; or

(c) has become generally available to the public, or otherwise part of the public domain, after its receipt and other than through any act or omission of the Recipient or its Representatives in breach of this Agreement; or

(d) was disclosed to the Recipient, other than under an obligation of confidentiality, by a third party who had no obligation to another Party not to disclose such information; or

(e) was developed independently without reference to Confidential Information as evidenced by the Recipient's competent written records; or

(f) is disclosed with the prior written approval of the Discloser.

5.05 **Legally Required Disclosure**. In the event a Recipient must disclose Confidential Information in order to comply with applicable governmental regulations or as otherwise required by law or judicial process, the Recipient shall give reasonable advance notice to the Discloser of such proposed disclosure in order that the Discloser may intercede and oppose such process, and the Recipient shall only disclose that portion of the Confidential Information that is required to be disclose and shall use its best efforts to secure confidential treatment of such Confidential Information which is required to be disclosed.

5.06 **Injunctive Relief**. Each Recipient agrees that a Discloser would be irreparably harmed by a breach of this ARTICLE V and that the Discloser shall be entitled to an injunction (both preliminary and permanent) from any court of competent jurisdiction, without posting bond or other security, enjoining and restricting the breach or threatened breach of this ARTICLE V (in addition to such remedies as may be available to the Discloser at law or in equity).

5.07 **Confidentiality of Terms.** Except for the disclosure of the existence of this Agreement, including the title of the Project and identification of the Parties, which information

shall not be deemed confidential, the specific terms and conditions of this Agreement shall be considered Confidential Information.

ARTICLE VI.
INTELLECTUAL PROPERTY

6.01 **Data.** As between Solutions and each Consortium Participant, each Consortium Participant will retain sole ownership (subject to the licenses set forth in Section 3.01) of its Consortium Participant Data.

Data (NIH Grant Only). In general, pursuant to NIH policy statement 8.2.1 (in effect as of the date of the execution of this agreement), grant recipients own the rights in data resulting from a grant-supported project. Special terms and conditions of an NIH award may indicate alternative rights, e.g., under a cooperative agreement or based on specific programmatic considerations. However, except as otherwise provided in the terms and conditions of an applicable grant award under which the consortium members are working, any publications, data, or other copyrightable works developed under an NIH grant may be copyrighted without NIH approval. For this purpose, "data" means recorded information, regardless of the form or media on which it may be recorded, and includes writings, films, sound recordings, pictorial reproductions, drawings, designs, or other graphic representations, procedural manuals, forms, diagrams, work flow charts, equipment descriptions, data files, data processing or computer programs (software), statistical records, and other technical research data. Rights in data also extend to students, fellows, or trainees under awards whose primary purpose is educational, with the authors free to copyright works without NIH approval. In all cases, NIH must be given a royalty-free, nonexclusive, and irrevocable license for the Federal government to reproduce, publish, or otherwise use the material and to authorize others to do so for Federal purposes. Data developed by the consortium participants also is subject to this policy**.**

6.02 **Background Intellectual Property.** Each Party will own all right, title and interest in and to its Background IP, subject to any license rights granted to another Party under this Agreement. Subject to this Agreement, during the Term, each Party shall have a non-exclusive, royalty-free, non-transferable, non-sublicensable limited license to use the Background IP of another Party that is provided in connection with the Project, but solely to the extent necessary to perform a Party's obligations in connection with a Project. For the avoidance of doubt, any Intellectual Property of Solutions, whether conceived, created, developed, discovered, or reduced to practice solely by Solutions or jointly with another Party hereto, that are algorithms, formulae or other methodology developed or used in connection with this Agreement, any Consortium Participant Data, Data or Outputs and Results shall be deemed to be the Background IP of Solutions and no rights to such Intellectual Property are granted to any Party hereunder.

6.03 **Ownership.** Except for all Identifiable Consortium Participant Data Outputs and Work Product, all rights, title and interest to Intellectual Property conceived, created, developed, discovered, or reduced to practice in the course of carrying out the Project or Consortium Plan or otherwise created in connection with this Agreement (including Intellectual Property arising in connection with the Use of any Data) by or on behalf of Solutions or the Consortium, whether created solely or jointly by any of the Parties ("**Consortium IP**") is, as between the Parties, hereby owned by Solutions, including any De-identified Data Outputs, Research Results and Work

Product derived therefrom. All Identifiable Consortium Participant Data Outputs and Work Product derived therefrom is hereby solely owned (subject to license set forth in Section 3.05) by the Consortium Participant that supplied the underlying Consortium Participant Data.

ARTICLE VII.
MANAGEMENT OF INTELLECTUAL PROPERTY

7.01 **Prosecution and Maintenance.** Each Party has the right to file and prosecute at its own expense Intellectual Property applications on any Intellectual Property to which it holds exclusive title.

7.02 **Enforcement.** Each Party has the right, but not the obligation, to bring actions to enforce Intellectual Property to which it holds exclusive title.

7.03 **Assistance.** Each Party shall give an applicable owning Party immediate notice of any third party's infringement of such Party's Intellectual Property which comes to that Party's attention during the Term. Upon request, a Party shall, at the requesting Party 's cost and expense, give in a timely fashion all reasonable assistance requested by the requesting Party in connection with the filing, prosecution, maintenance, defense and enforcement of such Intellectual Property.

7.04 **Third Party Claims.** If during the Term a Party receives any notice, claim or proceedings from any third party alleging infringement of that third party's intellectual property by reason of any Party's activities in relation to this Agreement or the use and exploitation of any Intellectual Property contemplated by this Agreement, the Party receiving that notice shall forthwith notify the other Parties of the notice, claim or proceeding.

ARTICLE VIII.
PUBLICATIONS

8.01 A Party (a "**Publishing Party**") intending to publish at any symposia, national, international or regional professional meeting or in any journal, thesis, dissertation, newspaper or otherwise, any findings, methods, data and results derived in whole or in part from the Project, Outputs and Results or Data (a "**Publication**") shall provide the Advisory Committee with notice and a copy of any proposed Publication in advance of the submission of such proposed Publication to a journal, editor, or other third party. For a period of thirty (30) days from receipt of such notice (the "**Review Period**"): (i) the Advisory Committee shall have the right to object to the Publication if it impairs, or competes with or conflicts with, the defined goals of the Consortium, (ii) Solutions shall review the proposed Publication and validate its contents and methods, comments from Solutions shall be taken under good faith consideration by the Publishing Party, it being understood that Solutions may not dictate the content of any Publication, and (iii) all Parties (each a "**Reviewing Party**") may identify any Confidential Information or potentially patentable subject matters which need protection. Upon a majority vote of the Advisory Committee, the Review Period may be extended for an additional thirty (30) days. If no objection is made to the proposed Publication within the Review Period, the Publishing Party shall be free to proceed with the Publication, provided that:

(a) Any Confidential Information identified by a Reviewing Party that is governed by ARTICLE VII shall be deleted from the proposed Publication unless the

Publishing Party agrees to treat the Confidential Information as patentable information in accordance with Section 8.01(b); and

(b) In the event that a Reviewing Party objects to any Publication on the basis that the same would disclose patentable information, the Publishing Party agrees to delay for an additional ninety (90) days to allow for the filing of any relevant patent applications with respect to the patentable subject matter contained in the proposed Publication.

A Publishing Party shall not permit publication of any Publication without addressing objections raised during a Review Period and re-submitting the Publication for additional review pursuant to the procedure in this Section 8.01. During any Review Period, the Reviewing Parties may also provide written comments to the Publishing Party on the contents of the Publication, which the Publishing Party agrees to reasonably consider.

8.02 **Citation and Authorship**. In accordance with scientific custom, each Party shall in all of its Publications acknowledge any other Party's contributions to the Project, and all Consortium Participants will be named as an author on all such Publications (unless a Consortium Participant requests that its name not be used in connection with such Publication), unless other arrangements regarding citation and authorship are agreed upon by Consortium members and reduced to writing. [All publications related to COVID-19 from the Effective Date through December 31, 2024 will acknowledge funding from the NIA under the IMPACT Collaboratory main project funding.]

Publications (NIH Grant Only). As a means of sharing knowledge, NIH policy statement 8.2.1 (in effect as of the date of the execution of this agreement) encourages grant recipients to arrange for publication of NIH-supported original research in primary scientific journals. Recipients also should assert copyright in scientific and technical articles based on data produced under the grant where necessary to effect journal publication or inclusion in proceedings associated with professional activities. Journal or other copyright practices are acceptable unless the copyright policy prevents the recipient from making copies for its own use (as provided in 45 CFR 75.322). Consortium members are required to comply with requirements related to the disposition of royalties and other income earned from a copyrighted work as addressed in Administrative Requirements-Management Systems and Procedures-Program Income. All Consortium members that are grant recipients must acknowledge Federal funding when issuing statements, press releases, requests for proposals, bid invitations, and other documents describing projects or programs funded in whole or in part with Federal money. An example of such an acknowledgement is:

"Research reported in this [publication, release] was supported by [name of the Institute, Center, or other funding component] of the National Institutes of Health under grant number [specific NIH grant number in this format: R01GM012345]."

Additionally, each publication must include a disclaimer that says:

"The content is solely the responsibility of the authors and does not necessarily represent the official views of the National Institutes of Health."

8.03 **Publicity**. Except as expressly permitted under this Agreement or under Applicable Law, no Party has any right to use in advertising, publicity or other marketing activities any name, trade name, trademark, insignia, symbol or other designation of another Party without the prior written approval of the other Party.

ARTICLE IX.
REPRESENTATIONS AND WARRANTIES

9.01 **General Representations and Warranties.** Each Party hereby represents and warrants to the other Parties that:

(a) Such Party is duly organized and validly existing under the laws of its jurisdiction of incorporation or organization, and in good standing in each jurisdiction necessary or applicable for the performance of its obligations under this Agreement, except where the failure to so be in good standing would not have a material adverse effect on its ability to perform its obligations under this Agreement.

(b) The execution, delivery and performance of this Agreement by such Party have been duly approved and authorized by all necessary action.

(c) This Agreement constitutes the legal, valid and binding obligation of such Party, enforceable against such Party in accordance with its terms.

(d) The execution, delivery and performance of this Agreement by such Party shall not (i) conflict with, violate or result in any breach of any of the terms and provisions of, or constitute a default under, any material agreement, arrangement, or other instrument to which such Party is a party or by which it or any of its properties are bound, (ii) violate any organizational document of such Party, (iii) require any consent of approval under any judgment, order, decree, permit or license to which such Party is a party or by which its assets are bound, or (iv) require the consent or approval of any other party.

(e) Such Party has the right to grant the licenses granted by such Party under this Agreement.

9.02 **No Non-Infringement Warranty.** No Party makes any representations, conditions or warranties, either express or implied, with respect to any of its Background IP or services provided by it pursuant to the terms of this Agreement, or the Consortium IP created under this Agreement. Without limiting the generality of the foregoing, nothing in this Agreement shall be construed as a warranty by a Party that any practice of its Background IP or Consortium IP is or will be free from infringement of patents, copyrights, trademarks, industrial designs or other Intellectual Property rights of any third party.

9.03 **Disclaimer.** EXCEPT FOR THE WARRANTIES THAT ARE EXPRESSLY SET FORTH IN THIS AGREEMENT, EACH PARTY, TO THE MAXIMUM EXTENT PERMISSIBLE BY APPLICABLE LAW, EXPRESSLY DISCLAIMS ALL WARRANTIES, WHETHER EXPRESS, IMPLIED, STATUTORY, ORAL OR WRITTEN, OR OTHERWISE, INCLUDING BUT NOT LIMITED TO IMPLIED WARRANTIES OF MERCHANTABILITY,

QUALITY, FITNESS FOR A PARTICULAR PURPOSE AND WARRANTIES ARISING FROM A COURSE OF DEALING, USAGE OR TRADE PRACTICE.

ARTICLE X.
INDEMNIFICATION; LIMITATION OF LIABILITIES

10.01 **General Indemnity.** To the fullest extent permitted by Applicable Law, as the same now exists or may hereafter be amended, substituted or replaced (but, in the case of any such amendment, substitution or replacement, only to the extent that such amendment, substitution or replacement provides broader indemnification rights than were provided prior to such amendment, substitution or replacement), a Party (the "**Indemnifying Party**") shall indemnify, hold harmless, defend, pay and reimburse any Covered Person (as hereinafter defined) against any and all Losses to which such Covered Person becomes subject by reason of (a) the negligence or willful misconduct of the Indemnifying Party or its Related Entities or Representatives, (b) any inaccuracy in, any breach of, or any failure to perform or comply with, any of the Indemnifying Party's representations, warranties, agreements, obligations, or covenants contained in this Agreement or in any other agreement, instrument or other document made pursuant hereto, (c) a violation by the Indemnifying Party or its Related Entities or Representatives of Applicable Law or as otherwise contemplated herein or arising in connection herewith, in each case in proportion to the percentage of fault of the Indemnifying Party as ultimately determined in a judicial or arbitral body of competent jurisdiction. As used herein, the term "**Covered Person**" shall mean (i) each Party and its Related Entities; (ii) each officer, director, stockholder, partner, member, employee, agent or representative of each Party and its Related Entities; and (iii) each agent, Representative, or representative of the Consortium.

10.02 **Control of Defense of Third Party Claim**. Upon a Covered Person's discovery of any claim, lawsuit or other proceeding brought by a third party relating to any Losses for which such Covered Person may be indemnified pursuant to Section 10.01, the Party which is the Related Entities of such Covered Person shall, or shall cause such Covered Person to, give prompt notice to the Indemnifying Party of such claim, lawsuit or proceeding, provided, that the failure of such Covered Person to provide such notice shall not relieve the Indemnifying Party of any indemnification obligation under this Section 10.01, unless the Indemnifying Party shall have been materially prejudiced thereby, including by not being able to avail itself of insurance coverage which would have been available if notice had been given hereunder. The Indemnifying Party shall be entitled to participate in or assume the defense of any such claim, lawsuit or proceeding at such Indemnifying Party's own expense. After notice from the Indemnifying Party to the Covered Person of any election to assume the defense of any such claim, lawsuit or proceeding, the Indemnifying Party shall not be liable to such Covered Person under this Agreement or otherwise for any legal or other expenses subsequently incurred by such Covered Person in connection with investigating, preparing to defend or defending any such claim, lawsuit or other proceeding. If the Indemnifying Party elects not to (or fails to elect) to assume the defense of any such claim, lawsuit or proceeding, including if the Indemnifying Party cannot as a result of a conflict of interest between the Indemnifying Party and the Covered Person, the Covered Person shall have the right to assume the defense of such claim, lawsuit or proceeding as it deems appropriate. Neither the Indemnifying Party nor the Covered Person, if it has assumed the defense, shall settle any such claim, lawsuit or proceeding without the consent of the other, as the case may be (which consent shall not be unreasonably withheld, conditioned or delayed), and the Party which is the Related

Entity of such Covered Person shall itself abide by this requirement and cause such Covered Person to do so.

10.03 **Limitation on Damages**. NO PARTY SHALL BE LIABLE FOR ANY SPECIAL, INDIRECT, EXEMPLARY, INCIDENTAL, PUNITIVE OR CONSEQUENTIAL DAMAGES (INCLUDING ANY SUCH DAMAGES FOR LOSS OF PROFITS, LOSS OF GOODWILL, LOSS OF OPPORTUNITY, LOSS OF USE OR LOSS OF BUSINESS EXPECTATIONS), RELATING TO OR ARISING IN ANY MANNER OUT OF THIS AGREEMENT OR THE PERFORMANCE OR NON-PERFORMANCE OF THIS AGREEMENT, EVEN IF SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES AND REGARDLESS OF WHETHER SUCH DAMAGES COULD HAVE BEEN FORESEEN OR PREVENTED.

10.04 **Limitation on Recovery.** THE TOTAL LIABILITY OF EACH PARTY ARISING OUT OF ALL CLAIMS (WHETHER ARISING IN CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY, STATUTORY OR OTHERWISE) RELATING TO OR ARISING IN ANY MANNER OUT OF THIS AGREEMENT, OR THE PERFORMANCE OR NON-PERFORMANCE OF THIS AGREEMENT, SHALL NOT EXCEED AN AMOUNT EQUAL TO $100,000.

10.05 **Exclusions.** NOTWITHSTANDING ANYTHING TO THE CONTRARY, THE LIMITATIONS IN SECTIONS 10.03 AND 10.04 WILL NOT APPLY WITH RESPECT TO BREACH OF A PARTY'S CONFIDENTIALITY OBLIGATIONS UNDER ARTICLE V, INFRINGEMENT OF ANOTHER PARTY'S INTELLECTUAL PROPERTY RIGHTS, LOSSES FOR WHICH A PARTY HAS AN OBLIGATION TO INDEMNIFY ANOTHER PARTY HEREUNDER, OR A PARTY'S FRAUD, GROSS NEGLIGENCE OR WILLFUL MISCONDUCT.

10.06 **Insurance.** Each Party shall maintain insurance, at its own expense, in an amount that is adequate to cover Losses, to the extent insurable, covered by the foregoing indemnification provisions and to otherwise cover Losses for any breach or alleged breach by any Covered Person of such Covered Person's duties in such amount and with such deductibles as the Parties' may reasonably determine; provided, that the failure to obtain such insurance shall not affect the right to indemnification of any Covered Person under the indemnification provisions contained herein, including the right to be reimbursed or advanced expenses or otherwise indemnified for Losses hereunder. If any Covered Person recovers any amounts in respect of any Losses from any insurance coverage, then such Covered Person shall, to the extent that such recovery is duplicative, reimburse the Indemnifying Party for any amounts previously paid to such Covered Person by the Indemnifying Party in respect of such Losses.

ARTICLE XI.
GENERAL

11.01 **Assignment.** Consortium Participant may not assign, delegate, subcontract, sublicense or otherwise transfer any or all of its rights and obligations under this Agreement without the prior written consent of Solutions (which such consent shall not be unreasonably withheld or delayed). Solutions may assign this Agreement and to a parent, Related Entity or

successor corporation without the consent of Consortium Participants. This Master Agreement are binding upon the successors and permitted assigns of the Parties. Any purported assignment not consistent with this section is null and void.

11.02 **Change of Control**. In the event of a Change of Control of Consortium Participant or any Participant Related Entities, Consortium Participant shall promptly notify Solutions in writing of such Change of Control.

11.03 **Language**. All business relating to this Agreement, both verbal and in writing, shall be conducted in the English language.

11.04 **Governing Law and Disputes**.

(a) This Agreement and all disputes and claims arising out of or in connection herewith shall be governed by and construed in accordance with the laws of the State of New York, without regard to conflict of law provisions.

(b) All disputes or disagreements arising out of or in connection with the Project or this Agreement, its interpretation, validity effectiveness, recession and termination shall, if possible, first be finally settled amicably within the Advisory Committee. If any such dispute is not so settled within thirty (30) days after such dispute has arisen, then either the applicable Consortium Participant(s) or the Advisory Committee may refer such dispute or disagreement to mediation.

(c) If the dispute or disagreement has not been resolved in accordance with Section 11.04(b), the dispute or disagreement shall be finally settled under the Commercial Arbitration Rules of the American Arbitration Association by an arbitrator appointed in accordance with such Rules. Judgment on the award rendered by the arbitrator may be entered in any court having jurisdiction thereof. The place of arbitration shall be [New York, New York] and the language of the arbitration shall be English. The arbitration shall be governed by the laws of the [State of New York], USA and the U.S. Federal Arbitration Act without giving effect to any choice of law or conflict of law rule or principle that would otherwise require the application of the laws of any other jurisdiction. The arbitrator will have the authority to allocate the costs of the arbitration process among the parties, but will only have the authority to allocate attorneys' fees if a particular law permits them to do so.[35]

11.05 **Notices.** Any notices, request, delivery, approval or consent required or permitted to be given under this Agreement will be in writing and will be deemed to have been sufficiently given when it is received, after being delivered in person, transmitted by facsimile or email, or delivered by overnight courier service, to the Party to which it is directed at its address shown in the signature page hereof or of a Joinder Addendum, or such other address as such Party will have last given by notice to the other Parties. If notice is to be given to the Advisory Committee, such notice shall be served to Solutions who shall provide email or other notice to all members of the Advisory Committee using then-current contact information.

11.06 **Entire Agreement.** This Agreement, including the Annexes hereto which are hereby incorporated herein, constitutes the entire agreement of the Parties with respect to the

subject matter hereof. No purported variation of this Agreement shall be effective unless made in writing and signed by the Parties to be bound.

11.07 **Relationship of the Parties.** The Consortium is not a separate legal entity, and these terms and conditions do not create a partnership or joint venture among any two or more of the Parties. No Party can bind or create any relationship of principal or agent between such Party and any other Party.

11.08 **Waiver.** No consent or waiver, express or implied, by a Party with respect to any breach or default by a Party hereunder shall be deemed or construed to be a consent or waiver with respect to any other breach or default by any Party of the same provision or any other provision of this Agreement. Failure on the part of a Party to complain of any act or to declare the other Party in default shall not be deemed or constitute a waiver by the Party of any rights hereunder.

11.09 **Further Assurances.** The Parties shall cooperate with each other and execute and deliver to the other such instruments and documents and take such other action (at the requesting party's cost and expense) as may be reasonably requested from time to time in order to carry out and confirm the rights and the intended purpose of this Agreement.

11.10 **Severability.** If any provision of this Agreement, or the application thereof, will for any reason and to any extent be determined to be invalid or unenforceable, the remaining provisions of this Agreement will remain in effect. The Parties agree that any invalid provision shall be deemed to be restated so as to be enforceable to the maximum extent permissible under law consistent with the original intent and economic terms of the invalid provision.

11.11 **Counterparts.** This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. This Agreement (including any Joinder Addendum) may be executed via a recognized electronic signature service (e.g., DocuSign) or may be delivered by facsimile transmission, or may be signed, scanned and emailed to a Party, and any such signatures shall be treated as original signatures for all applicable purposes.

[Signature Page Follows]

IN WITNESS WHEREOF, Solutions has executed this Agreement through its authorized representatives as of the Effective Date:

SOLUTIONS: **[American Health Care Association]**
By:
Name:
Title:
Date:
Address:

EXHIBIT A
JOINDER ADDENDUM

This Joinder Addendum No. (this "**Joinder**"), dated as of [•], to the Data Sharing Consortium Agreement, dated as of [•] (the "**Consortium Agreement**"), by and among the entity identified below as "New Participant" and the parties listed on the signature pages to the Consortium Agreement and those additional entities that have become parties thereto (collectively, "**Parties**" and each, individually, a "**Party**"), including AHCA/NCAL Solutions, LLC ("**Solutions**"). Terms used in this Joinder Addendum with capital letters that are not defined herein shall have the respective meanings assigned to them in the Consortium Agreement.

W I T N E S S E T H:

WHEREAS, Solutions has established with the Consortium Participants a consortium to collect, aggregate and evaluate data obtained from Covered Entities across the United States for mutual benefit and with a common goal to build an integrated EHR-based data infrastructure to coordinate care within and among Covered Entities, conduct public health surveillance, and perform research (the "**Consortium**");

WHEREAS, the undersigned ("**New Participant**") wishes to participate in the Consortium in accordance with the requirements, terms and conditions of the Consortium Agreement.

NOW THEREFORE, for and in consideration of the foregoing and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, New Participant hereby agrees as follows:

1. In accordance with Section 2.04 of the Consortium Agreement, New Participant by its signature below, becomes a "Consortium Participant" under the Consortium Agreement with the same force and effect as if originally named therein as a "Consortium Participant," and New Participant hereby (a) agrees to all of the terms and provisions of the Consortium Agreement applicable to it as a "Consortium Participant" thereunder and (b) represents and warrants that the representations and warranties made by it as a "Consortium Participant" thereunder are true and correct in all material respects on and as of the date hereof. Each reference to a "Consortium Participant" in the Consortium Agreement shall be deemed to include New Participant.

2. If New Participant has any Related Entities (which shall be set forth on **Attachment A**) that such New Participant also intends to become a participant as a result of this Joinder Agreement (the "Participant Related Entities"), such Related Entities shall also become a "Consortium Participant." New Participant (a) represents and warrants that, as of the date of this Joinder, New Participant has the authority to (i) bind each Participant Affiliate to the terms and conditions of the Consortium Agreement, and (ii) create privity between Solutions and each Participant Related Entities, and (b) covenants that New Participant will maintain such authority during the term of the Consortium Agreement. New Participant covenants to promptly notify Solutions in writing in the event that such authority expires or is revoked during the term of the Consortium Agreement. New Participant and each Participant Related Entities shall be jointly and severally liable for any breach by such Participant Related Entities of the terms and conditions of the Consortium Agreement.

3. New Participant represents and warrants to Solutions and the other Consortium Participant that this Joinder Addendum has been duly executed and delivered by New Participant and constitutes its legal, valid, and binding obligation, enforceable against it in accordance with its terms. This Joinder Addendum may be executed in counterparts as provided in Section 11.11 of the Consortium Agreement.

IN WITNESS WHEREOF, the parties hereto have caused this Joinder Addendum to be executed and delivered as of the day and year first above written.

NEW CONSORTIUM PARTICIPANT:
By:
Name:
Title:
Date:
Address:

SOLUTIONS:
By:
Name:
Title:
Date:
Address:

EXHIBIT B
CONSORTIUM PLAN

Section 3.07: The Consortium Plan shall set forth the details for which Work Product derived from the De-identified Data Output shall be circulated to Consortium Participants.

EXHIBIT C
FORM OF BUSINESS ASSOCIATE AGREEMENT

EXHIBIT D
FORM OF ADDITIONAL PARTICIPANT ENTITIES

Facility Name	Address	CCN/Medicare Provider Number