

**COMMONWELL HEALTH ALLIANCE®
END USER LICENSE AGREEMENT (EULA)**

THIS COMMONWELL HEALTH ALLIANCE (“ALLIANCE”) END USER LICENSE AGREEMENT (“EULA”) SETS FORTH THE TERMS AND CONDITIONS BETWEEN ALLIANCE AND AN AUTHORIZED USER OF ITS SERVICES (TOGETHER THE “PARTIES”).

BY ACCESSING OR USING THE SERVICES OR RESULTS OF THE SERVICES IN ANY WAY, INCLUDING WITHOUT LIMITATION, USING ALLIANCE NETWORKS, DATA OR OTHERWISE PARTICIPATING IN THE SERVICES, YOU AGREE TO BE BOUND BY THIS EULA. IF YOU DO NOT AGREE TO THE TERMS OF THIS EULA, YOU MAY NOT ACCESS OR USE THE SERVICES. IF YOU ARE ENTERING INTO THIS EULA ON BEHALF OF A CORPORATION OR OTHER ENTITY, YOU REPRESENT THAT YOU HAVE THE AUTHORITY TO AGREE TO THE EULA ON BEHALF OF SUCH ENTITY AND THAT SUCH ENTITY AND ITS AFFILIATES ALSO AGREE TO AND ARE BOUND BY THE EULA. IF YOU DO NOT HAVE SUCH AUTHORITY, OR SUCH ENTITY DOES NOT AGREE WITH THESE TERMS, YOU AND THEY MAY NOT USE THE SERVICES.

The term “Authorized User” means a party that accesses or uses the Services in accordance with an authorized Use Case that has agreed to this EULA either directly or by reference with a party authorized by Alliance or an Authorized User to use this EULA as set forth in Section 2.1. Capitalized terms not otherwise defined in this EULA are defined in Section 8 of this EULA.

Authorized User understands and agrees that this EULA is a legally binding agreement between such party and the Alliance, and that Service Provider is a third-party beneficiary of the EULA.

1 Introduction

The Alliance has been established to define and promote a national infrastructure with common standards and policies with regards to its Services that enable trusted data sharing among its Members who participate in the Services, their Authorized Users, and Affiliated Networks, on a nation-wide basis. In order to further the foregoing mission, Alliance has procured certain services, through its Service Provider, which is made available to Authorized Users under the terms and conditions of this EULA, and terms incorporated herein by reference. Therefore, for good and valuable consideration the sufficiency of which the Parties confirm, the Parties hereby agree to the above and the following terms and conditions.

2 Required Minimum Terms

2.1 Minimum Terms. If Authorized User is not an End User, Authorized User shall ensure that this EULA is incorporated in its entirety, either directly or by reference, into any Downstream Agreement between Authorized User and any subsequent Downstream Authorized User before such Downstream Authorized User is allowed access to or provides access to the Services.

2.2 Application of this EULA. Each Authorized User and each Downstream Authorized User that receives this EULA from an upstream Authorized User shall be deemed the Authorized User as such term is used in this EULA and shall comply with the obligations applicable to an Authorized User in this EULA.

3 Authorized User Obligations

3.1 Health Data. Authorized User understands and agrees that the Services may involve the exchange of Health Data of Authorized User, and each Licensed User, and others that may submit Health Data

involved in an approved Use Case, and that such Health Data may be used and disclosed by Alliance for the operation of the Services.

3.2 Authority and Consent. Authorized User represents and warrants that: (a) it has all rights and authority necessary to agree to and comply with the use of Health Data as provided in this EULA and applicable Use Cases, (b) all Health Data provided to Alliance and Service Provider or exchanged through the Services by Authorized Users and its Licensed Users is provided with the full authority and consent of the owner of such Health Data, and (c) Authorized Users shall use or disclose data received from other participants in the Services only in accordance with Applicable Laws, including but not limited to obtaining any and all required consents, and only in accordance with an authorized Use Case.

3.3 Informed Consent. Authorized User shall provide, or ensure that reasonable and required training is provided, to End Users regarding the use of the Services in accordance with the terms and conditions of this EULA, Alliance Policies, Applicable Law, and any applicable Documentation. Authorized User shall ensure that any and all required Patient (including any Consumer User) consents are obtained, and: (a) made with full transparency and education; (b) adequate to allow for all Services approved by the Alliance; (c) made only after the patient has had sufficient time to review educational material; (d) commensurate with circumstances for why health information is exchanged; (e) not used for discriminatory purposes or as a condition for receiving medical treatment; (f) consistent with patient expectations; (g) revocable at any time, and (h) recorded in a manner that allows confirmation of the name of the person and the consent.

3.4 Limitations of Use. Authorized User understands and agrees that unless expressly authorized in Section 4 (Permissions and Limitations) of this EULA the following are prohibited: (a) marketing, selling, licensing or distributing the Services; (b) licensing or sub-license the Services to any person or entity; (c) renting, leasing, providing access to, or granting a security interest in, or otherwise transferring or attempting to transfer any rights in or to the Services; (d) removing, altering, defacing any legends, restrictions, product identifications, or copyright, trademark or other proprietary notices from the Services or the Alliance Specification, or; (e) reverse engineering or otherwise deriving the source code or the reasonable equivalent of the Services or any software related thereto or therein. For the purpose of this Section, the Services includes all Service Provider and Alliance materials, software, technologies and documentation related to the Services.

3.5 Compliance with Applicable Laws and Alliance Policies. Authorized User shall: (a) use the Services only in accordance with the terms and conditions of this EULA; and (b) be and remain compliant with all Applicable Laws in their use of the Services, including laws that become effective during the use of the Services.

3.6 Compliance with Alliance Policies. Authorized User represents and warrants that it will, and shall require its Downstream Authorized Users to, comply with all applicable Alliance Policies, available here: www.commonwellalliance.org/policies, where such policies may be updated from time to time.

3.7 Business Associate Agreements. Authorized User represents and warrants that it has and will maintain a business associate agreement in conformance with Applicable Laws with each Downstream Authorized User that is applicable to the use and disclosure of Health Data for participation in the Services.

3.8 Account Management. Authorized User, when it accesses the Services via a log-in portal, shall require each person accessing the Services, through such logon features, to enter his or her login credentials (“Login Credentials”) in order to access the Services. Authorized Users shall obligate Permitted Users who access the Services through log in portals to comply with this Section. Authorized User is fully responsible for all uses of Login Credentials issued to or created for or by Authorized User. Authorized User is responsible for authentication and identity management of each person that accesses the Services and to ensure such Login Credentials are unique to each person and that such information remains secure. Authorized User shall ensure that each person accessing clinical data using the Services is properly identified, authenticated and authorized under Applicable Laws to access such Health Data.

3.9 Breach Detection and Notification. Authorized User shall comply with all applicable breach notification requirements pursuant to 45 CFR § 164.410. Authorized User shall make reasonable efforts to notify Alliance of any Breach of Confidentiality or Security within three (3) days from discovery, and shall report any Breach in accordance with the Alliance Breach Incident Notification Policy available here <https://www.commonwellalliance.org/policies/>.

3.10 Data Backup. Authorized User is responsible for providing or operating data back-up services, and other procedures and controls appropriate to maintain the integrity and continuity of their operations, including the protection of their data and PHI and of their End Users.

3.11 External Transaction Services Terms. The Services may include products and services available to Authorized User that involve access to, use of, and re-disclosure of information allowed by Alliance, but governed by third parties (“External Transaction Services”). If Authorized User has access to or uses External Transaction Services, Authorized User understands and agrees that they shall comply with the terms and conditions applicable to such services, as updated from time to time, and which are available here <https://www.commonwellalliance.org/policies/>.

3.12 ROI Services. If Authorized User participates in ROI Services as a Data Retrieval Vendor, Authorized User represents and warrants that it shall comply with the following terms (“ROI Connection Terms”):

3.12.1 When required for a Use Case, Authorized User shall be certified pursuant to a mutually approved ROI Certification Process prior to participation (such certified Authorized User to be referred to as “ROI Members”), and;

3.12.2 if Authorized User is a Data Retrieval Vendor, Record Copier or EHR Vendor, Authorized User represents and warrants that it: (i) has obtained and stored all necessary directives, consents and authorizations required under applicable law and regulations for use and disclosure of PHI in accordance with an ROI Use Case, and (ii) shall not direct the use and disclosure of PHI except as permitted by the applicable ROI Use Case.

3.12.3 Authorized Users providing ROI Services to Downstream Authorized Users represent and warrant that they shall include the ROI Connection Terms, and the following in its Downstream Agreements: The ROI Connection Terms constitute a binding written agreement between such ROI Member and Alliance. Service Provider and Alliance shall be third-party beneficiaries of the payment terms between Authorized User, Data Retrieval Vendors, and any Data Requestors.

3.13 Connectors. If Authorized User will be operating as a Connector, Authorized User represents and warrants that it shall comply with the following terms (“Connector Terms”):

3.13.1 When required for a Use Case, Authorized User will be certified pursuant to a mutually approved Connector Certification Process for the applicable Use Case prior to participation (such certified Authorized User to be referred to as “Connector”), and;

3.13.2 Authorized User represents and warrants that it: (i) has obtained and stored all necessary directives, consents and authorizations required under applicable law and regulations for use and disclosure of PHI in accordance with a Connector Use Case, and (ii) shall not direct the use and disclosure of PHI except as permitted by the Connector Use Case.

3.13.3 Authorized User represents and warrants that it shall inform Alliance of its connections on a monthly basis, using an approved report format, such report to include a directory of all applicable Downstream Authorized Users.

4 *Permissions and Limitations*

4.1 License to Authorized User. Conditioned upon compliance with the terms and conditions of this EULA, Authorized User is hereby granted a limited, nonexclusive, non-transferable, non-sublicensable license to access the Services, only for purposes approved by the Alliance in an approved Use Case, and to allow access to the Services by Licensed Users in accordance with an approved Use Case.

4.2 License to Licensed Users. Conditioned upon compliance with the terms and conditions of this EULA, Licensed User is hereby granted a limited, nonexclusive, non-transferable, non-sublicensable, license, to access and use the Services, only for purposes approved by the Alliance in an approved Use Case, and only for its own internal or individual use.

4.3 Alliance License to use Data and PHI. Authorized User(s) grants Alliance the right to use data, including but not limited to Data, PHI and de-identified PHI acquired through the Services: (a) solely to provide the Services for the benefit of the Alliance and its Members; (b) to improve the Services, and; (c) for system administration of the Services, and for no other purposes. Notwithstanding the foregoing, nothing herein shall be deemed to restrict Alliance from using Data and PHI to create de-identified data which may be used to improve or enhance the Services, and to provide the Services in accordance with approved Use Cases. Alliance may de-identify PHI and store Health Data and de-identified PHI for the sole purposes of performance testing, trouble shooting and improving the Services related to approved Use Cases. For the avoidance of doubt, any reference to Alliance in Section 4 shall mean Alliance and its Service Provider(s).

4.4 Alliance Data Use Limitations. Without limitation, except as permitted by this Section 4 or otherwise permitted by the EULA, Alliance shall not modify, transform, conduct analysis on, or otherwise use Data and PHI in any manner except as necessary to provide the Services.

4.5 Limited License to Alliance Marks. Subject to the terms and conditions of this EULA, Alliance grants Authorized User a non-exclusive, non-transferable right to use and display the Alliance trademarks and service marks provided by Alliance, as may be updated from time to time in Alliance's sole discretion (the "Alliance Marks"), to advertise and promote the Services and otherwise as necessary or appropriate for Authorized User to exercise its rights or perform its obligations under this EULA, all subject to Authorized User's compliance with the Alliance's Trademark Usage Guidelines, available here <https://www.commonwellalliance.org/policies/>, as may be modified from time to time. Authorized User acknowledges and agrees that Alliance owns the Alliance Marks and that any and all goodwill and other proprietary rights that are created by or that result from Authorized User's use of the Alliance Marks inure solely to the benefit of Alliance. Any use of Alliance Marks are at the sole discretion of the Alliance, and Alliance has the sole and exclusive right to deny the use of Alliance Marks by any party.

4.6 Limited License to Authorized User Marks. Subject to the terms and conditions of this EULA, Authorized User grants Alliance a non-exclusive, non-transferable right to use and display the Authorized User trademarks and service marks provided by Authorized User, as may be updated from time to time in Authorized User's sole discretion (the "Authorized User Marks"), to advertise and promote the Services and otherwise as necessary or appropriate for Alliance to exercise its rights or perform its obligations under this EULA. Alliance acknowledges and agrees that Authorized User owns the Authorized User Marks and that any and all goodwill and other proprietary rights that are created by or that result from Alliance's use of the Authorized User Marks inure solely to the benefit of Authorized User.

4.7 Retention of Rights and Termination of License. The Services are licensed and not sold. Except for the rights specifically granted in Section 4, Service Provider, Alliance, and their licensors retain all rights title and interest in and to their Intellectual Property, and there are no implied licenses thereto, whether implied, statutory, or otherwise. The Services and all additions or modifications to the Services, including derivative works thereof, all Intellectual Property rights associated therewith, are the sole and exclusive property of Alliance and Service Provider, or their licensors. Any license granted in Section 4 of this EULA shall automatically lapse in the event of a breach or any of the terms and conditions of this

EULA, including but not limited to a breach of Section 3.4 (Limitations of Use).

5 *Suspension of Services*

Alliance and Service Provider each retain the right to suspend or terminate the Services provided to Authorized User or any Licensed User at any time in the event that Authorized User or Licensed User is not in material compliance with this EULA, or where such suspension is determined at the sole discretion of Alliance to be in the best interest of the Alliance, its Members, Authorized Users, or to protect the performance, integrity or security of the Services.

6 *Disclaimers and Limitations of Liability*

6.1 Alliance disclaims all representations and warranties with regards to the accuracy and or completeness of any Health Data provided or accessed through the Services.

6.2 Health Data, including content, disclosed or received through the Services may not be a complete clinical record or history with respect to any individual, and any such data or content is not a substitute for a healthcare provider's professional judgement for or in the proper treatment of a patient. It is the responsibility of any treating Provider to confirm the accuracy and completeness of any Health Data or clinical records used for treatment purposes and it is the responsibility of the Provider to obtain whatever information the provider deems necessary, in his/her professional judgment, for the proper treatment of a patient.

6.3 Providers are solely responsible for any decisions or actions taken involving patient care or patient care management, whether or not those decisions or actions were made or taken using information received through the Services, and Alliance assumes no responsibility or role in the care of any patient.

6.4 **Notice to Authorized Users Regarding Consumer Users and Patients. All data and Health Data that may be provided to Patients and Consumer Users are provided on an as-is, as available basis, with no warranty of any kind, and for information purposes only. Neither the Services nor any Data or Health Data provided in or through the Services shall be deemed medical advice.**

6.5 **LIMITATION OF LIABILITY.** IN NO EVENT WILL ALLIANCE OR SERVICE PROVIDER BE LIABLE TO AUTHORIZED USER, LICENSED USERS, INDIVIDUALS, PATIENTS, CONSUMER USERS, OR ANY OTHER PARTY, UNDER, IN CONNECTION WITH, OR RELATED TO THE EULA OR THE SERVICES, INCLUDING FOR ANY SPECIAL, INCIDENTAL, INDIRECT, OR CONSEQUENTIAL DAMAGES OF ANY KIND, INCLUDING, BUT NOT LIMITED TO, LOST PROFITS, LOSS OF GOODWILL, OR LOST DATA, WHETHER BASED ON BREACH OF CONTRACT, WARRANTY, TORT, PRODUCT LIABILITY, OR OTHERWISE, AND WHETHER OR NOT ALLIANCE OR SERVICE PROVIDER HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. ALLIANCE AND SERVICE PROVIDER'S ENTIRE AGGREGATE, CUMULATIVE LIABILITY FOR ANY AND ALL LOSS OR DAMAGE, DIRECT OR INDIRECT, FOR ANY CAUSE WHATSOEVER, AND REGARDLESS OF THE FORM OF ACTION, RELATED TO THE EULA AND THE SERVICES, OR USE THEREOF, SHALL BE LIMITED TO \$5,000.

6.6 THE ALLIANCE AND SERVICE PROVIDER CANNOT REVIEW OR CONFIRM THE ACCURACY OF DATA OR HEALTH DATA THAT IS USED IN OR THROUGH THE SERVICES. THEREFORE, THE SERVICES AND ANY DATA OR HEALTH DATA IN OR ACCESSED THROUGH THE SERVICES ARE PROVIDED ON AN "AS-IS" AND "AS-AVAILABLE" BASIS. ALLIANCE AND SERVICES PROVIDER EXPRESSLY DISCLAIM ALL WARRANTIES OF ANY KIND, WHATSOEVER, WHETHER EXPRESS OR IMPLIED, OR OTHERWISE, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT WITH RESPECT TO THE SERVICES, INCLUDING THE RESULTS OF THE SERVICES.

6.7 ALLIANCE AND SERVICES PROVIDER MAKE NO WARRANTIES, AND DISCLAIM ALL WARRANTIES, THAT: (A) THE SERVICES WILL BE AVAILABLE ON AN UNINTERRUPTED, TIMELY, SECURE, OR ERROR-FREE BASIS; (B) ANY RESULTS OBTAINED FROM THE USE OF THE SERVICES WILL BE ACCURATE OR RELIABLE; (C) THE SERVICES WILL MEET A USER'S REQUIREMENTS. ANY DATA OR PHI ACCESSED OR OTHERWISE OBTAINED ON OR THROUGH THE USE OF THE SERVICES ARE AT AUTHORIZED USER'S AND OTHER USERS' OWN DISCRETION AND RISK. ALLIANCE RESERVES THE RIGHT TO MODIFY OR DISCONTINUE THE SERVICES WITHOUT NOTICE AND SHALL NOT BE LIABLE FOR ANY LOSS OR DAMAGES RESULTING THEREFROM.

6.8 MARKETPLACE SERVICES. AUTHORIZED USER UNDERSTANDS AND AGREES THAT MARKETPLACE SERVICES ARE NOT PROVIDED BY ALLIANCE AND THAT SUCH SERVICES ARE SUBJECT TO THE TERMS AND CONDITIONS BETWEEN AUTHORIZED USER AND MARKETPLACE SERVICE PROVIDER. MARKETPLACE SERVICES ARE MADE AVAILABLE ON AN AS-IS AND AS-AVAILABLE BASIS, AND ALLIANCE DISCLAIMS ALL WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED RELATED TO SUCH SERVICES, INCLUDING BUT NOT LIMITED TO THE WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT. IN NO EVENT SHALL ALLIANCE BE LIABLE TO AUTHORIZED USER OR ANY OTHER PARTY RELATED TO THE PROVISION OR USE OF ANY MARKETPLACE SERVICES, INCLUDING BUT NOT LIMITED TO ANY OBLIGATIONS, DAMAGES, OR LIABILITY RELATED TO THE USE OR PERFORMANCE OF MARKETPLACE SERVICES, REGARDLESS OF THE TYPE OF CLAIM (INCLUDING BREACH OF CONTRACT, BREACH OF WARRANTY, TORT, NEGLIGENCE, PRODUCT LIABILITY OR OTHERWISE). MARKETPLACE SERVICES.

7 General Terms

7.1 Certification. At Alliance's written request, Authorized User will furnish Alliance with a certification signed by an officer of Authorized User verifying that Authorized User is in compliance with the terms and conditions of this EULA including with regards to any payment terms or obligations. At Alliance's request, Authorized User will furnish Alliance with any detail or documentation supporting such certification, as reasonably requested by Alliance.

7.2 Export Control. This EULA is subject to governmental laws, orders and other restrictions regarding the export, import, re-export or use ("Control Laws") of the Services and Documentation, including technical data and related information ("Regulated Materials"). Authorized User shall comply with all Control Laws relating to the Regulated Materials in effect in, or which may be imposed from time to time by, the United States or any country into which any Regulated Materials are shipped, transferred, or released.

7.3 Insurance. Authorized User agrees, at its own expense, to maintain commercially reasonable insurance, including as required by Applicable Law, and which may include where applicable, self-insurance.

7.4 Books and Records. If required by Section 952 of the Omnibus Reconciliation Act of 1980, 42 U.S.C. Section 1395x(v)(1)(1), for a period of four years after the Services are furnished, each Party agrees to make available, upon the written request of the Secretary of Health and Human Services, the Comptroller General, or their representatives, this EULA and such books, documents, and records as may be necessary to verify the nature and extent of the Services with a value or cost of \$10,000 or more over a twelve month period.

7.5 Governing Law and Venue. This EULA is governed by and will be construed in accordance with the laws of the State of Delaware, exclusive of its rules governing choice of law and conflict of laws and any version of the Uniform Commercial Code. Any legal action or proceeding arising under this Agreement

will be brought exclusively within the state of Delaware, and the Parties hereby consent to personal jurisdiction and venue therein. To the extent allowed by law, Authorized User agrees that any proceedings to resolve or litigate any dispute, whether in arbitration, in court, or otherwise, involving the Services, will be conducted solely on an individual basis, and that neither Authorized user nor Alliance shall seek to have any dispute heard as a class action, a representative action, a collective action, a private attorney-general action, or in any proceeding in which Authorized User and/or Alliance acts or proposes to act in a representative capacity.

7.6 Assignment. Authorized User may not transfer, assign, sublicense or otherwise delegate any of its rights or obligations under this EULA, by operation of law or otherwise.

7.7 Severability. If any part of a provision of this EULA is found illegal or unenforceable, it will be enforced to the maximum extent permissible, and the legality and enforceability of the remainder of that provision and all other provisions of this EULA will remain in full force and effect.

7.8 Construction of Agreement. This EULA will not be presumptively construed for or against any Party.

7.9 Order of Precedence. In the event of any conflict or inconsistency between or among Applicable Law, this EULA, Downstream Agreements, and Alliance Policies, the following shall be the order of precedence to the extent of such conflict or inconsistency: (i) Applicable Law, (ii) this EULA, (iii) Alliance Policies, (iv) applicable Downstream Authorized User Agreement, then (v) any other terms and conditions.

7.10 Entire Agreement. This EULA, including the Policies and documents incorporated by reference, constitute the complete and exclusive agreement between the Parties with respect to the subject matter hereof, superseding and replacing all prior agreements, communications, and understandings (written and oral) regarding its subject matter, including without limitation any letter of intent executed between the Parties.

8 Definitions

In addition to terms defined elsewhere in this EULA, the following defined terms shall apply:

“Affiliated Networks” means networks that operate with or connect to the Alliance Services and/or network, including those currently existing and those that may come to exist in the future.

“Alliance Policies” means all policies approved by the Alliance relating to the Alliance or the Services, as updated from time to time.

“Alliance Specification” means each document designated a “CommonWell Health Alliance Specification” as finally adopted and approved by the Alliance. The most current version of the Alliance Specification may be obtained here: <https://www.commonwellalliance.org/specification/>

“Applicable Laws” means all laws (including common law), statutes, rules, regulations, ordinances, formal written guidance, codes, permits and other authorizations and approvals having the effect of law of the United States, any applicable foreign country or any domestic or foreign state, county, city or other political subdivision, including without limitation agreements and operating procedures required to operate with any government agency or government sponsored healthcare exchange.

“Breach” has the meaning provided for in 45 CFR 164.402 (Definitions, effective March 26, 2013; 78 Federal Register 5695) or its successor.

“Breach of Confidentiality or Security” means an incident that compromises the security or privacy of information of Alliance, Service Provider, or any Member.

“Connector” means a Member that contracts directly with an EHR Vendor in a manner that allows the EHR Vendor to allow its customers access to the Services.

“Consumer User” means a person who uses PHR related offerings provided through the Services.

“Data” means the information, files, and other data that an Authorized User may receive from or deliver to Alliance or Service Provider, through the Services, excluding PHI.

“Data Requestor” means an entity requesting clinical data pursuant to an approved ROI Use Case.

“Data Retrieval Vendor” means an ROI Member who contracts with a Data Requestor to fulfil a health record request through the ROI Services.

“Documentation” means the user documentation containing the functional descriptions for the Services as may be reasonably modified from time to time by Alliance or Service Provider.

“Downstream Agreement” means any legally binding agreement between Authorized User and any subsequent Downstream Authorized User related to the Services.

“Downstream Authorized User” means a party with a written agreement directly with an Authorized User requiring compliance with this EULA, and each subsequent Downstream Authorized User.

“EHR Vendor” or “EHR” means an electronic health record provider, or when related to ROI Services, it means an ROI Member that provides the Alliance with access to a patient record.

“End User” means the last person or party in the chain of Authorized Users in an authorized Use Case, which may be a Provider, Individual User, Consumer User, or other final consumer of the Services in accordance with an approved Use Case.

“Health Data” means healthcare information, including PHI, that is received, transmitted, stored or maintained in or transmitted through the Services.

“HIPAA” means the Health Insurance Portability and Accountability Act of 1996 and its implementing regulations.

“Individual User” means an individual that uses the Services on behalf of an Authorized User, excluding Patients. For the avoidance of doubt, a person using a PHR shall not be deemed an Individual User for the purpose of this EULA.

“Intellectual Property” means all forms of legal rights and protections in any country of the world regarding intellectual property rights, including all right, title and interest arising under common and statutory law to all: patents, trademarks, copyrights, trade secrets, and other industrial property rights and other rights to inventions or designs, and all applications, registrations, issuances, divisions, continuations, continuations-in-part, renewals, reissuances and extensions of the foregoing.

“Licensed User(s)” means a third party authorized by an Authorized User to accesses or use the Services in accordance with an authorized Use Case.

“Marketplace Services” means any services that Marketplace Service Provider provides to Authorized Users where such services have been approved by the Alliance in accordance with an authorized Use Case.

“Marketplace Service Provider” means a Member approved by the Alliance to provide Marketplace Services in accordance with an approved marketplace related Use Case.

“Member” means legal entity that is a party to a valid Alliance Membership Agreement with Alliance.

“Patient” means an individual that has access to or is a recipient of the Services through or on behalf of a Provider.

“Permitted Users” means users permitted by Authorized User to access or use the Services on behalf of Authorized User or its Licensed Users, including Authorized User personnel who access the Services through Login Credentials. Authorized User are responsible for their Permitted Users compliance with this EULA.

“Personal Health Record” or “PHR” means is an electronic application through which Patients can access, maintain and/or manage their health information.

“Provider” means a healthcare provider facility, practice group, physician or related legal entity, or other health care provider permitted by a Authorized User to access the Services.

“Protected Health Information” or “PHI” means will have the same meaning as the term “protected health information” in 45 C.F.R. § 160.103, as applied to the information created, received, maintained or transmitted by Alliance on behalf of its Members. All references to PHI include Electronic PHI.

“ROI Certification Process” means the process by which new ROI Members certify compliance with the ROI Services Connection Terms. Service Provider shall be responsible for certification, onboarding, and setup support for ROI Members.

“ROI Services” means services related to requests for patient data in accordance with an approve Use Case, for example fulfillment of payer requests for patient data.

“Services” means the services approved and offered by or on behalf of the Alliance in accordance with an approved Use Case. Services may also include offerings from Affiliated Networks.

“Service Provider” means a party that Alliance has contracted with to provide the Services or a subset of the Services.

“Use Case” means a use case approved by the Alliance, as further defined in the Alliance Specification, including a list of technical specifications, obligations, and events, necessary to implement a compliant implementation of such use case.