

## Attachment A

### DATA SHARING ADDENDUM

Pursuant to the terms of the Agreement, the Parties wish to establish a legal framework to send, receive, find, and use Message Content through the HIN Services. As such, the Parties agree to the following terms and conditions set forth in this Data Sharing Addendum (the “**Addendum**”).

**1. DEFINITIONS.** Unless otherwise defined herein, capitalized terms used in this Addendum have the meanings given them in the Agreement.

**1.1 “Health Service Provider” or “HSP”** means a company or other organization that supports a PO by providing it with operational, technical, or health information exchange related services.

**1.2 “Permitted Usage”** means the Primary Use and Additional Permissible Uses defined in the Master Use Case Agreement and as further defined in exhibits thereto.

**1.3 “System”** means software, portal, platform, or other electronic medium controlled by PO through which PO conducts its health information exchange related activities. For purposes of this definition, it shall not matter whether PO controls the software, portal, platform, or medium through ownership, lease, license, or otherwise.

**1.4 “Use Case”** shall have the meaning set forth in the Master Use Case Agreement entered into between the Parties.

**2. USE CASES.**

**2.1 Use Case Oversight and New Use Cases.** The Parties acknowledge that the HIN Board has full authority to adopt new Use Cases, the right to prioritize Use Cases to be developed or modified and to oversee and adopt changes to Use Cases. HIN Board may delegate oversight and change management for some Use Cases.

**2.2 Withdrawing from a Use Case.** PO may, in its sole discretion and for any reason, withdraw from a Use Case by providing HIN with sixty (60) days prior written notice.

**3. REPRESENTATIONS AND WARRANTIES.** PO hereby represents and warrants the following:

**3.1 Compliance with this Addendum.** To the extent that PO delegates its duties under this Addendum to a third party (by contract or otherwise) and such third party will have access to Message Content, that delegation shall be in writing and require the third party to agree to the same restrictions and conditions that apply through this Addendum to PO.

**3.2 Accuracy of Message Content.** PO hereby represents that at the time of sending, the Message Content it sends is a faithful representation of the data contained in, or available through, its System.

**3.3 Express Warranty of Authority to Send Message Content.** PO represents and warrants that at the time of disclosure it has sufficient authority to send such Message Content.

**3.4 Express Warranty of Authority to Find Message Content.** PO represents and warrants that

at the time of receipt it has sufficient authority to receive such Message Content.

**3.5 Agreements with Technology Partners.** PO has valid and enforceable agreements with each of its technology partners, including HSPs, that require the technology partner to, at a minimum: (i) comply with Applicable Laws and Standards and (ii) protect the privacy and security of any Message Content to which it has access. PO shall direct its HSPs and other technology partners to reasonably cooperate with HIN and the other TDSOs on issues related to the HIN Services, under the direction of PO.

#### **4. DISCLAIMERS.**

THE PARTIES HEREBY AGREE AND ACKNOWLEDGE THAT EXCEPT AS PROVIDED IN THE “**ACCURACY OF MESSAGE CONTENT**” SECTION OF THIS ADDENDUM, THE MESSAGE CONTENTS IS PROVIDED “AS IS” AND “AS AVAILABLE” WITHOUT ANY WARRANTY OF ANY KIND, EXPRESS OR IMPLIED.