

Streamlined e-Addendum to the Data Sharing Agreement (Addendum)

Please read this carefully. This is an Addendum to the Data Sharing Agreement (the “**Agreement**”) executed between you, either on behalf of your organization and its authorized users, or on your own behalf, and Michigan Health Information Network Shared Services (the “**HIN**”). The Agreement encompasses (i) the Simple Data Sharing Organization Agreement (the “**SDSOA**”), (iii) the Streamlined Electronic Simple Data Sharing Organization Agreement (the “Streamlined **e-SDSOA**”), or (ii) the Qualified Data Sharing Organization Agreement (the “**QDSOA**”) entered into by and between the Parties. This Addendum is for the purpose of allowing you to review and accept additional or updated Use Case Exhibits put into place by HIN.

Capitalized terms used in this Addendum but not defined herein will have the respective meanings ascribed to such terms in the Agreement. Except as provided in this Addendum, all terms of the Agreement will remain in full force and effect.

✓ By agreeing to this Addendum and any new Use Case Exhibits via HIN’s electronic portal, the organization identified in the registration process (the “**Participating Organization**” or “**PO**”) is agreeing to be subject to the terms and conditions of such Use Case Exhibits and to ensure all its authorized users (“**PO Participants**”) also comply. By agreeing to any fee-based Products, PO is agreeing to execute an associated Statement of Work (“**SOW**”), as defined between PO and HIN’s Sales Team, which will be incorporated into the Agreement upon signature.

✓ The individual agreeing to this Addendum and any new Use Case Exhibits represents and warrants that he or she has the authority to agree to them on behalf of PO. PO agrees that HIN and its licensors, if any, may enforce the terms and conditions of such Use Case Exhibits against PO. If PO does not agree to the terms and conditions of such Use Case Exhibits, PO is not entitled to use the Services and must cease any such use immediately.

Addendum 1

Master Services Agreement (MSA)

This Master Services Agreement (“MSA”) is made under the Data Sharing Agreement and subject to the Standard Terms and conditions at **Attachment A**. This MSA is entered into between the party accepting the e-Addendum (“Client”) and Michigan Health Information Network Shared Services (“MiHIN” or “Contractor”), and governs the Statements of Work (SOWs) related to Product(s) and/or Use Case(s) identified therein at **Attachment B**. Contractor and Client may be referred to in this MSA, individually, as a “party” or, collectively, as the “parties.”

In the event that the Parties have an existing MSA, the terms and conditions of that MSA shall apply.

1.0 Scope. Contractor has defined and will deliver to Client the deliverables (“Deliverables”) as set forth in **Attachment B**. Other tasks may be subsequently added to this MSA, subject to being mutually agreed upon in writing including the following:

- (1) Description of added scope and/or deliverables
- (2) Update schedule, if any
- (3) Update costs, if any
- (4) Acceptance of any other measurable impact on Deliverables.

2.0 Term. This MSA shall remain in effect concurrent with the Terms.

3.0 Fees and Invoices. Fees are as set forth in **Attachment B** with invoices sent to Client’s email address provided hereinbelow. Terms of payment are as set forth in the Standard Terms and Conditions.

Standard Terms and Conditions - MSA

1. Client Responsibilities. Client must furnish a sufficient number of trained and experienced personnel and deliver all necessary information and materials in a timely fashion. Contractor will not be responsible for any delays, cost overruns, or liability resulting from the foregoing factors. To facilitate prompt and efficient completion of the work, Client and its personnel shall cooperate fully with Contractor and its personnel in all respects, including, without limitation, providing information as to Client requirements, providing access to the facilities and equipment/hardware on which the Deliverables are to be installed, and providing access to all necessary information regarding Client's systems and facilities. Client will be responsible for making, at its own expense, any changes or additions to Client's current systems, software, and hardware that may be required to support operation of the Deliverables. Client is solely responsible for backing up all computer and electronic data prior to any Services being performed under this Agreement. Contractor will not be responsible for any lost or damaged data resulting from the Services.

2. Fees, Expenses, and Payment.

Fees; Taxes. In consideration of the Services to be performed by Contractor, Client will pay Contractor the fees provided in the SOW. Contractor may suspend performance of the Services if Client fails to timely pay Contractor as required under this Agreement. Any failure to pay will constitute a material breach of this Agreement by Client. Client will pay or reimburse Contractor for all sales, use, transfer, privilege, tariffs, excise, and all other taxes and all duties, whether international, national, state, or local, however designated, which are levied or imposed by reason of the performance of the Services and provision of the Deliverables under this Agreement; excluding, however, income taxes based on Contractor net revenue. Unless otherwise provided in this Agreement or in one of its Exhibits, or in a SOW, payment for all other services rendered by Contractor shall be at Contractor's then current time and materials rates.

Expenses. Client will reimburse Contractor for special or unusual expenses incurred at Client's specific request. Contractor will not be responsible for delays caused in seeking and obtaining Client's approval of expenses.

Payment of Invoices. Invoices are due and payable upon receipt. Payments not made promptly will be subject to late charges equal to the lesser of (i) one and one-half percent (1.5%) per month of the overdue amount or (ii) the maximum amount permitted under applicable law. In addition, Client shall reimburse Contractor for its reasonable costs and expenses of collection, including attorneys' fees and costs.

3. Termination. This SOW may be terminated by either party upon written notice to the other, if the other party breaches any material obligation provided hereunder and the breaching party fails to cure such breach within thirty (30) days of receipt of the notice. Client will pay Contractor for all services rendered and work performed up to the date of termination. In addition, Contractor will be paid at its then current hourly rates for time spent and materials expended through the date of termination on any uncompleted work and services, regardless of whether such work, services and materials have been previously invoiced. Contractor will provide Client with an invoice for the foregoing fees within sixty (60) days of the effective date of the termination. Client will pay the invoice upon receipt. The following provisions will survive termination or expiration of this SOW: Sections 2 (Fees, Expenses, Payment), 3 (Termination), 4 (Intellectual

Property), 5 (Disclaimer of Warranties), and 7 (Limitation of Liability).

4. Intellectual Property. This is not a work made-for-hire agreement (as that term is defined in Section 101 of Title 17 of the United States Code). Contractor is the owner of all rights, including intellectual property rights, in and to the Products, Services and Deliverables, including any enhancements or modifications. On payment in full of all fees due under the relevant Statement of Work, Client will have non-exclusive, non-transferable, access to use the Products, Services and Deliverables solely for Client's use consistent with this SOW. Client may not under any circumstances separately use or exploit the Products, Services and Deliverables for any other purposes.

5. Limited Warranties. Contractor warrants that for a period of thirty (30) days from initial delivery, the Deliverables will operate in substantial conformance with the specifications in the SOW, if any. All warranty claims not made in writing within such period shall be deemed waived. As the sole and exclusive remedy of Client for breach of the foregoing warranty, Contractor shall, at its option, either correct the nonconformity or refund to Client the fees paid in connection with the relevant Deliverables. The warranties provided in this Section are solely for the benefit of Client and Client will have no authority to extend such warranties to any third party.

6. Disclaimer of Warranties. EXCEPT AS PROVIDED IN SECTION 5 (LIMITED WARRANTIES), THE SERVICES AND DELIVERABLES ARE PROVIDED "AS IS," WITH ALL FAULTS, AND WITHOUT WARRANTIES OF ANY KIND. EXCEPT AS PROVIDED IN SECTION (LIMITED WARRANTIES), CONTRACTOR DISCLAIMS ALL OTHER WARRANTIES, EXPRESS AND IMPLIED, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY, QUALITY OF INFORMATION, QUIET ENJOYMENT, AND FITNESS FOR A PARTICULAR PURPOSE. CLIENT EXPRESSLY AGREES AND ACKNOWLEDGES THAT USE OF THE SERVICES AND DELIVERABLES IS AT CLIENT'S SOLE RISK. CONTRACTOR DOES NOT WARRANT THAT THE SERVICES AND DELIVERABLES WILL MEET CLIENT'S REQUIREMENTS, OR THAT THE DELIVERABLES ARE COMPATIBLE WITH ANY PARTICULAR HARDWARE OR SOFTWARE PLATFORM, OR THAT THE OPERATION OF THE DELIVERABLES WILL BE UNINTERRUPTED OR ERROR-FREE, OR THAT DEFECTS IN THE DELIVERABLES WILL BE CORRECTED. FURTHERMORE, CONTRACTOR DOES NOT WARRANT OR MAKE ANY REPRESENTATION REGARDING THE USE OR THE RESULTS OF THE USE OF THE DELIVERABLES IN TERMS OF THEIR CORRECTNESS, ACCURACY, QUALITY, RELIABILITY, SECURITY, APPROPRIATENESS FOR A PARTICULAR TASK OR APPLICATION, CURRENTNESS, OR OTHERWISE. NO ORAL OR WRITTEN INFORMATION OR ADVICE GIVEN BY CONTRACTOR OR CONTRACTOR'S AUTHORIZED REPRESENTATIVES WILL CREATE A WARRANTY OR IN ANY WAY INCREASE THE SCOPE OF THIS WARRANTY.

7. Limitation of Liability. NEITHER CONTRACTOR NOR ITS SUPPLIERS, VENDORS AND LICENSORS SHALL HAVE ANY LIABILITY TO CLIENT OR ANY THIRD PARTY FOR ANY LOSS OF PROFITS, BUSINESS, DATA, OR OTHER INCIDENTAL, CONSEQUENTIAL, OR SPECIAL LOSS OR DAMAGE, INCLUDING EXEMPLARY AND PUNITIVE, OF ANY KIND OR NATURE RESULTING FROM OR ARISING OUT OF THIS AGREEMENT, INCLUDING USE OF THE SERVICES OR DELIVERABLES EVEN IF CONTRACTOR HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH

DAMAGES. THE TOTAL LIABILITY OF CONTRACTOR AND ITS SUPPLIERS, VENDORS AND LICENSORS TO CLIENT OR ANY THIRD PARTY ARISING OUT OF THIS AGREEMENT OR USE OF THE SERVICES OR DELIVERABLES IN CONNECTION WITH ANY CLAIM OR TYPE OF DAMAGE (WHETHER IN CONTRACT OR TORT) SHALL NOT EXCEED THE TOTAL FEES PAID HEREUNDER BY CLIENT UNDER THE STATEMENT OF WORK AS TO WHICH THE LIABILITY ARISES DURING THE THREE (3) MONTHS IMMEDIATELY PRECEDING THE FIRST EVENT GIVING RISE TO THE LIABILITY. THIS LIMITATION OF LIABILITY SHALL APPLY EVEN IF THE EXPRESS WARRANTIES SET FORTH ABOVE FAIL OF THEIR ESSENTIAL PURPOSE.

THE LIMITATION OF LIABILITY AND TYPES OF DAMAGES STATED IN THIS AGREEMENT ARE INTENDED BY THE PARTIES TO APPLY REGARDLESS OF THE FORM OF LAWSUIT OR CLAIM A PARTY MAY BRING, WHETHER IN TORT, CONTRACT OR OTHERWISE. THE LIMITATIONS OF LIABILITY AND DISCLAIMERS OF WARRANTIES PROVIDED IN THIS AGREEMENT FORM AN ESSENTIAL BASIS OF THE BARGAIN BETWEEN THE PARTIES AND SHALL CONTINUE TO APPLY EVEN IF ANY EXCLUSIVE REMEDY HEREUNDER FAILS OF ITS ESSENTIAL PURPOSE.

ATTACHMENT B

Product/Use Case Name: _____

Product/Use Case Description: _____

Deliverables/Schedule: _____

Fees: _____