



MASTER SOFTWARE AND SERVICES AGREEMENT

INOVALON		CUSTOMER	
Inovalon, Inc., a Delaware corporation		County of Mendocino A (n)	
Address:	4321 Collington Road Bowie, Maryland 20716	Address:	1120 South Dora Street Ukiah, CA 95482
Telephone:	301-809-4000	Telephone:	(707) 472-7130
Attention:		Attention:	Mai Pane
With a copy to:	Attn: General Counsel	With a copy to:	
Email:	legal@inovalon.com	Email:	panem@mendocinocounty.gov

1. This Master Software and Services Agreement is entered into as of September 1, 2025 (the "Effective Date") by and between Inovalon, Inc. (together with any of its Affiliates performing services hereunder for Customer, collectively, "Inovalon") and County of Mendocino ("Customer").
2. This Master Software and Services Agreement includes the General Terms and Conditions, all Annexes attached hereto or made a part hereof, and each Order executed by Inovalon and Customer pursuant to this Master Software and Services Agreement (collectively, the "Agreement").

The parties, intending to be legally bound, have caused the Agreement to be executed by their duly authorized representatives to be effective as of the Effective Date.

INOVALON, INC.

"Inovalon"

DocuSigned by:

Michael Jones

6991FC24C92A495...

By:

Michael Jones

Name:

President and General Manager

Title:

8/20/2025

Date:

County of Mendocino

"Customer"

By:

Jenine Miller, Psy.D.

Name:

Director of Health Services

Title:

8/20/25

Date:



**INOVALON, INC.
MASTER SOFTWARE AND SERVICES AGREEMENT
GENERAL TERMS AND CONDITIONS**

1. Definitions.

- (a) "**Affiliate**" means an entity that, directly or indirectly, controls or is controlled by a party, where "control" means either the beneficial ownership of 50% or more of the voting interests of an entity, or the power to direct the management or affairs of such entity.
- (b) "**Authorized User**" means named users (a) who are authorized by Customer (subject to review and approval by Inovalon) to access and use any Products under the rights granted to Customer pursuant to the Agreement; and (b) for whom access to such Products has been purchased hereunder. Authorized Users may include Customer employees as well as contractors and consultants employed by Customer.
- (c) "**Annex**" means any exhibit, schedule, addendum or other document attached to this Agreement or added to this Agreement by way of amendment. Each Annex is made a part of the Agreement and is included in the term "Agreement". An Annex may not be applicable to each Product or Service and shall state which Products or Services it is applicable to.
- (d) "**Business Day**" means a day other than a Saturday, Sunday or other day on which commercial banks in New York City are authorized or required by law to close.
- (e) "**Change in Control**" means a single transaction, or a transaction that is part of a series of transactions (including a merger) to transfer, assign, sell, lease, loan, or otherwise dispose of any material portion of the tangible or intangible assets, personnel, technology, equipment or business, equity interest or voting interest of any party.
- (f) "**Customer Data**" means information, data, and other content, in any form or medium, that is collected, downloaded, or otherwise received, directly or indirectly from Customer or an Authorized User by or through any Products or Services. For the avoidance of doubt, Customer Data does not include Resultant Data, or any other information reflecting the access or use of such Products or Services by or on behalf of Customer or any Authorized User.
- (g) "**Customer Data Set**" shall mean data files for each Member Population as more specifically identified in each Order and as provided by Customer in accordance with the Inovalon ONE Data Specifications Guide, including such items as member enrollment, member demographics, member product enrollment segments, provider demographics, provider service claims, provider encounters and diagnoses, member laboratory results, pharmaceutical prescription claims, and public data repository and registry files.
- (h) "**Customer Systems**" means the Customer's information technology infrastructure, including computers, software, hardware, databases, electronic systems (including database management systems), and networks, whether operated directly by Customer or through the use of third-party services.
- (i) "**Deliverables**" means all materials specifically made or prepared by or on behalf of Inovalon specifically for Customer, whether alone or in collaboration with Customer.
- (j) "**Documentation**" means any materials that Inovalon provides or makes available to Customer in any form or medium and which describe the functionality, components, features, or requirements of the Products, Services, or Inovalon Materials, including any aspect of the installation, configuration, integration, operation, functionality, use, support, or maintenance thereof.
- (k) "**Governing Entity**" means CMS, NCQA, URAC, or any other applicable healthcare regulatory or other healthcare governing entity (e.g. PQA, or a state regulatory agency).
- (l) "**General Terms and Conditions**" means the part of this Agreement beginning on page 1 and ending immediately prior to the first Annex. The General Terms and Conditions are applicable to all Products and Services.
- (m) "**Indemnified Parties**" means as to each party, it and its respective Affiliates, and their respective officers, directors and employees.
- (n) "**Inovalon Parties**" means Inovalon and any employees, contractors, subcontractors, or agents of Inovalon or Inovalon's Affiliates.
- (o) "**Inovalon Materials**" means the Platform, Products, Services, Specifications, and Documentation and any and all other information, data, documents, materials, works, and other content, devices, methods, processes, hardware, software, and other technologies and inventions, including any deliverables, technical or functional descriptions, requirements, plans, or reports, that are provided or used by Inovalon or any subcontractor in connection with the Products or Services or otherwise comprise or relate to the Platform, Products, or Services. For the avoidance of doubt, Inovalon Materials include Resultant Data and any information, data, or other content derived from Inovalon's monitoring of Customer's access to or use of the Products or Services, but do not include Customer Data.
- (p) "**Intellectual Property Rights**" means any and all rights in and to all U.S. and foreign (a) registered and unregistered patents and patent applications, (b) copyrights, (c) unpatented information, trade secrets, data, or materials, (d) trademarks and



service marks (including, as to Customer, Customer's Marks, and as to Inovalon, Inovalon's Marks), and (e) any other intellectual or other proprietary rights of any kind now known or later recognized in any jurisdiction.

- (q) **"Internal Business Use"** means use of a Product by Customer through a secure remote connection exclusively for activities by an Authorized User for Customer's internal business purposes, excluding acting as a service bureau, outsourcing, hosting, or providing a managed service for use by third parties.
- (r) **"Law(s)"** means all laws, statutes, rules, regulations and directives, and all judicial, governmental, or administrative orders, judgments, decrees and rulings or other enforceable requirements of courts or other governmental bodies of competent jurisdiction which are applicable to Inovalon's provision and Customer's receipt of Products, Services and Deliverables.
- (s) **"Marks"** means any trademark, service mark, trade name, brand, image, URL, domain name, trade dress, proprietary logo or insignia or other source or business identifier owned or controlled by the applicable party.
- (t) **"Member Population"** means the individual product lines of Customer for which selected Products and Services will be provided.
- (u) **"Order"** means an order form created by Inovalon or one of its Affiliates setting forth the Subscribed Products or Services requested by Customer, as well as the Subscribed Capacity and applicable fees for such Subscribed Products or Services, in each case for use in accordance with the terms of this Agreement along with any additional terms applicable to such Subscribed Products or Services, which has been signed and submitted by Customer to Inovalon, and accepted by Inovalon as evidenced by Inovalon's signature on such order form in accordance with the terms thereof.
- (v) **"Proprietary Information"** means all information in any form or medium (whether oral, written, electronic, or other) previously disclosed by one party ("Discloser") to the other ("Recipient"), and future information disclosed, in connection with the Products, Services, Deliverables or the Agreement, that is marked or identified as confidential at the time of disclosure, or that a reasonable person would reasonably believe is confidential given the circumstances surrounding disclosure, and including the following: trade secrets, computer programs and software (including source code), processes, technical information, know-how, plans, specifications, identity of customers and suppliers, marketing strategies, financial information, and other proprietary or confidential information related to the Products and Services and business affairs of the Discloser.
- (w) **"Platform"** means the information technology infrastructure used by or on behalf of Inovalon in performing the Services, including all computers, software, hardware, databases, electronic systems (including database management systems), and networks, whether operated directly by Inovalon or by any third-party service.
- (x) **"Product"** means any software, software as a service, professional service, infrastructure component, application, or any other product or any combination of the foregoing that Inovalon or its Affiliates offer for use by Customer and its Authorized Users in accordance with the terms of this Agreement.
- (y) **"Resultant Data"** means data and information related to Customer's use of any Services that is used by Inovalon in an aggregated and anonymized manner, including to compile statistical and performance information related to the provision and operation of the Services.
- (z) **"Services"** means the provision of a Product, professional services, consulting services, interventions, training, and any other services described in this Agreement or any Order or any combination of any of the foregoing, provided by or on behalf of Inovalon in connection with the Agreement.
- (aa) **"Specifications"** means the specifications for the Products and Services set forth in this Agreement or the Documentation.
- (bb) **"Subscribed Capacity"** means the quantity or number of Authorized Users, computations, storage, analytical runs or any other unit of measure or metric, as indicated in an Order for a Subscribed Product.
- (cc) **"Subscribed Product"** means a Product which Inovalon or one of its Affiliates offers to Customer on a subscription basis, as such Product is specifically identified in an Order.
- (dd) **"Third-Party Materials"** means materials and information, in any form or medium, including any software, documents, data, content, specifications, products, equipment, or components of or relating to the Products or Services that are not proprietary to Inovalon.
- (ee) **"Transition Services"** means continued performance of the Services for a period of up to six (6) months following termination or expiration of the Agreement, together with provision of all assistance that Customer reasonably requests to transition the performance of Services provided by Inovalon under the Agreement to a new contractor or Customer.

2. Services and Deliverables.

- (a) **Ordering Products or Services.** Customer may request that Inovalon provide a Product or Services by executing an order form. Upon Inovalon's acceptance of such order form, which may only be manifested by Inovalon's execution thereof, and subject to and conditioned on Customer's and its Authorized Users' compliance with the terms and conditions of the Agreement, Inovalon will perform the Services or provide the Products, as applicable, in accordance with the terms of the Agreement, and the applicable Order(s). Except as otherwise expressly provided in the Agreement, Inovalon has and will retain sole control over the manner and method for performing the Services and supporting the Products.
- (b) **Order of Precedence.** In the event of any conflict between any of the following: the General Terms and Conditions, an Annex, or an Order, the conflict shall be resolved in the following order of precedence: (a) the Order, as expressly and explicitly set



forth in such Order, except that in no event shall any Order supersede Sections 6, 9 and 10 of these Terms and Conditions, or Exhibit A (Business Associate Agreement) to the Agreement, (b) the Annex, (c) these General Terms and Conditions.

- (c) Changes. Inovalon reserves the right, in its sole discretion, to make any changes to the Products, Services and Inovalon Materials it deems necessary or useful to: (a) maintain or enhance the quality or delivery of Inovalon's services to its customers, the competitive strength of or market for Inovalon's services, or the Services' cost efficiency or performance; or (b) to comply with Laws.
- (d) Subcontractors. Inovalon may, in its sole discretion, subcontract the provision of the Services or any portion thereof to a third party who Inovalon determines has the requisite expertise to provide the subcontracted services. Inovalon shall be responsible for ensuring that such subcontractors comply with the applicable terms of the Agreement.
- (e) Suspension or Termination. Inovalon may, directly or indirectly, suspend, terminate, or otherwise deny Customer, any of its Authorized Users, or any other person's access to or use of all or any part of certain Products, Services or Inovalon Materials, without incurring any resulting obligation or liability, if: (a) Inovalon receives a judicial or other governmental demand, order, subpoena, or law enforcement request that expressly or by reasonable implication requires Inovalon to do so; or (b) Inovalon believes, in its good faith and reasonable discretion, that: (i) Customer or any Authorized User has failed to comply with any term of the Agreement, or accessed or used the Products or Services beyond the scope of the rights granted or for a purpose not authorized under the Agreement or in any manner that does not comply with any instruction or requirement of the Documentation or Specifications; (ii) Customer or any of its Authorized Users is, has been, or is likely to be involved in any fraudulent, misleading, or unlawful activities relating to or in connection with any of the Products or Services; or (iii) such suspension or termination is reasonably necessary to protect the security or integrity of Inovalon's systems, data, and services, including those being provided to Inovalon's other customers. This Section 2(e) does not limit, and is in addition to, any of Inovalon's other rights or remedies, whether at law, in equity, or under the Agreement.
- (f) Customer Responsibilities and Support. Without limiting any of the rights and responsibilities described in this Agreement, Customer specifically acknowledges that the following efforts are critical to the success of the applicable Products or Services: (a) availability, accuracy, completeness, and timeliness of Customer Data Sets; (b) timely approval of proposed communication materials; and (c) facilitation and support of engagement of providers and members and resolution of provider and member questions and concerns. In the absence of such support, Inovalon may be significantly hampered in its ability to provide the Products and perform the Services.

3. Payment.

- (a) Payment Terms. Customer shall pay all fees and reimbursable expenses in accordance with the payment terms noted herein and in each Order. Payment will be in U.S. dollars except as expressly set forth in an Order. Payment shall be received within thirty (30) days of Customer's Invoice Date. Failure to receive such payment will result in late fees in accordance with Section 3(d).
- (b) Expenses. Customer shall reimburse Inovalon for pre-approved, out-of-pocket expenses incurred by Inovalon in connection with the provision of the Services. Such reimbursement shall be made within thirty (30) days following Customer's Invoice Date from Inovalon for such expenses, unless expressly provided to the contrary in an Order. Pre-approved, out-of-pocket expenses may include, for example, expenses for travel, accommodations, and meals.
- (c) Taxes. Customer shall pay to Inovalon all taxes payable on the amounts payable by Customer to Inovalon under the Agreement and any Order. Tax payments shall be made at the same time as the related invoice payment is to be paid to Inovalon pursuant to the Agreement or the relevant Order. In the event Customer claims tax-exempt status, Customer must provide documentation to Inovalon to validate the business credentials and any tax exemptions in accordance to federal and state tax regulations on an annual basis.
- (d) Late Payments. If Customer fails to pay any applicable fees, expenses or charges when due:
 - (i) Inovalon may charge interest on the past due amount at the rate of 1.5% per month calculated daily and compounded monthly or, if lower, the highest rate permitted under Law;
 - (ii) Customer shall reimburse Inovalon for all reasonable costs incurred by Inovalon in collecting any late payments or interest, including attorneys' fees, court costs, and collection agency fees; and
 - (iii) If such failure continues for five (5) days following Notice thereof, Inovalon may suspend performance of the Services until all past due amounts and interest thereon have been paid, without incurring any obligation or liability to Customer or any other person by reason of such suspension.
- (e) Fee Increases. During the Term, Inovalon may increase the fees on the anniversary of the Order Start Date; provided, that, in no event shall any such increase exceed 3% of the then-current fees.
- (f) Fee Disputes. Unless Customer objects in writing to any invoice from Inovalon within twenty (20) Business Days (the "Payment Period") following its receipt of an invoice, Customer is deemed to have approved such invoice and may not subsequently dispute same. A written objection to an invoice must be received by Inovalon's accounts receivable department within the Payment Period and detail the nature of and reasons for the objection. The parties shall endeavor to resolve any such objections as soon as reasonably possible.

4. Term; Termination.



- (a) Term. Unless earlier terminated as provided herein, the term of the Agreement commences on the Effective Date and will continue in effect for the later of (a) five (5) years from such date or (b) until Inovalon ceases to provide all Services to Customer (the "Term").
- (b) Termination for Cause. The non-defaulting party may terminate the Agreement, or any individual Order, immediately upon Notice to the other party: (a) if the other party fails to cure any material breach of the Agreement (other than Customer's failure to timely pay all amounts due to Inovalon), including any applicable Order or Annex, within thirty (30) days of the breaching party's receipt of Notice of such breach, (b) upon any violation of health care privacy Laws, namely, the Health Insurance Portability and Accountability Act of 1996 and its implementing regulations (45 C.F.R. Parts 160-64), the Health Information Technology for Economic and Clinical Health Act, as incorporated in the American Recovery and Reinvestment Act of 2009, all amendments to the foregoing, and all other applicable state and federal laws and regulations related to the security and protection of Personal Health Information as defined in 45 C.F.R §164.501, or (c) if the other party seeks protection under any bankruptcy, receivership, insolvency or comparable proceeding, or if any such proceeding is instituted against such party and not dismissed within sixty (60) days. If Customer does not timely pay any amount, not disputed in good faith, owed to Inovalon pursuant to this Agreement, Inovalon may terminate this Agreement if Customer fails to cure such payment default within five (5) days of Customer's receipt of Notice of such default.
- (c) Effect of Termination. Termination of the Agreement or an Order shall be without prejudice to any other rights or remedies to which a party may be entitled. Termination of an Order does not terminate the Agreement, but the Agreement automatically terminates as of the expiration or termination of the last active Order. Upon termination, Customer will pay outstanding invoices and a pro-rata portion of fees for Services or Deliverables that Inovalon has actually performed or delivered as of the termination date. Upon termination of the Agreement, any and all rights and licenses granted to use the Services shall terminate and Customer must cease use of the Services.
- (d) Transition Services. Except in the event of a termination due to Customer's breach of the Agreement, Inovalon will, at the request of Customer, following the expiration or termination of the Agreement, provide Transition Services to Customer pursuant to the terms of the Agreement (including applicable fees) and any effective Order(s).

5. Proprietary Information; Rights, Use and Ownership.

- (a) Purpose. Both parties may own, utilize and develop certain Proprietary Information during the course of the Agreement, and in furtherance of their respective obligations thereunder, which is confidential.
- (b) Obligations. Recipient agrees to use Discloser's Proprietary Information solely to perform its obligations hereunder. Recipient may disclose Discloser's Proprietary Information only to its employees and Affiliates who have a need to know the information for the purposes contemplated by the Agreement, who are informed of its confidential nature, and who are subject to written confidentiality obligations no less restrictive than those contained in the Agreement. Recipient shall be responsible for ensuring that such parties comply with the terms of this Section 5. Recipient shall not disclose any of Discloser's Proprietary Information to any other third party and shall protect it using at least the same degree of care (but no less than a reasonable degree of care) as it uses to protect its own Proprietary Information of similar nature during the Term and for three (3) years thereafter. The obligations of a party under this Section shall not apply to Proprietary Information that (a) is or becomes generally available to the public other than as a result of a disclosure by Recipient in breach of the Agreement or other obligation of confidentiality; (b) was known by Recipient on a non-confidential basis prior to disclosure by Discloser, as proven by the contemporaneous written records of Recipient; (c) is independently developed by Recipient without use of Proprietary Information, as evidenced by records of Recipient; or (d) is or becomes available to Recipient from a third party who is not subject to a restriction on disclosure.
- (c) Mandatory Disclosures. Recipient may disclose Discloser's Proprietary Information solely to the extent necessary to comply with a valid order of a court or other governmental or administrative authority, provided that Recipient will: (a) to the extent legally permitted to do so, give Discloser prompt Notice and opportunity to object prior to disclosure, (b) disclose only as much of Discloser's Proprietary Information that, on the advice of the Recipient's legal counsel, the Recipient is legally required to disclose, (c) reasonably assist Discloser in obtaining confidential treatment of the Proprietary Information to be disclosed, and (d) comply with any applicable protective order or its equivalent.
- (d) Destruction. Upon expiration or termination of the Agreement, Recipient will immediately cease any and all use of Discloser's Proprietary Information, and, upon Discloser's written request and at no additional cost to Discloser, promptly destroy (with certification of such destruction in writing) such Proprietary Information and all copies thereof in Recipient's possession, custody or control (including any Deliverables in-progress), provided that: (a) any back-up or archival files may be destroyed in the ordinary course of Recipient's business, which shall remain subject to the terms of this Section 5 until destroyed, and (b) Recipient shall not retrieve or restore such files after Discloser requests destruction.

6. Data Security and Privacy.

- (a) Customer Network Security. Customer is responsible for the security of its Customer Systems. Customer represents and warrants that, during the Term, it will have and maintain in place, industry standard network security measures, including, but not limited to, anti-virus and anti-malware protection, firewalls, password policies, physical security and access control policies. Customer further agrees to comply with all applicable regulatory and Inovalon privacy and security policies and procedures applicable to handling of Customer Data.



- (b) Customer Liability. Customer will be liable to Inovalon for all breaches of any access or license terms contained in any Software Subscription Agreement, including those breaches caused by or attributable to Customer's Authorized Users, customers or members. Customer assumes the risk of loss, damage, unauthorized access or use, theft, disappearance, misappropriation, infringement or improper disclosure of data in Customer's care, custody or control.

7. Licenses; Ownership.

- (a) Ownership. Subject to the terms of this Section 7, Inovalon and its licensors will own all rights, title and interest, including Inovalon's Intellectual Property Rights, in and to all Inovalon Proprietary Information, Inovalon Materials, Inovalon Marks and Resultant Data; Customer and its licensors will own all rights, title and interest, including all Intellectual Property Rights, in and to all Customer Proprietary Information, Customer Data, Customer Marks, and Deliverables (except any Inovalon Materials or Inovalon Marks incorporated therein); and, with respect to Third-Party Materials, the applicable third-party provider of such materials will own all rights title and interest, including all Intellectual Property Rights, in and to such Third-Party Materials. Nothing in the Agreement shall grant any right, title, or interest in or to (including any license under) any Intellectual Property Rights in or relating to, the Products, Services, Inovalon Materials, or Third-Party Materials, whether expressly, by implication, estoppel, or otherwise. All right, title, and interest in and to the Products and Services (as applicable), the Inovalon Materials, and the Third-Party Materials are and will remain with Inovalon and the respective rights holders in the Third-Party Materials.
- (b) Deliverables. Except as provided in Sections 7(a) and 7(d), all Deliverables, including all Intellectual Property Rights therein, will be the sole and exclusive property of Customer.
- (c) Consent to Use Customer Data. Customer hereby irrevocably grants Inovalon a right and license to use, store, modify, and copy Customer Data as is necessary to perform the Services or Inovalon's obligations hereunder. In addition, Customer hereby authorizes Inovalon to use such Customer Data in a de-identified, anonymized and aggregated form as Inovalon may deem necessary to improve, optimize, or modify its services. Inovalon shall own all rights, title and interest in any such de-identified, anonymized, and aggregated data.
- (d) Inovalon Materials; Third-Party Materials. If any Inovalon Materials or Third-Party Materials are incorporated into or are necessary for the use of any Deliverable, solely to the extent for Customer to fully utilize the Deliverable, then Inovalon grants to Customer a non-exclusive license to such Inovalon Materials and Third-Party Materials for use solely in connection with the Deliverables. Inovalon does not convey, nor shall Customer obtain, any ownership of Inovalon Materials.
- (e) Marks. Except as permitted in Section 11(p), neither party will use the name or Marks of the other party for any purpose (including in press releases, promotional material, customer lists, or marketing efforts) without prior written approval in each instance.

8. Representations and Warranties; Covenants.

- (a) Mutual Representations and Warranties. Each party represents and warrants to the other party that:
 - (i) it is duly organized, validly existing, and in good standing as a corporation or other entity under the Laws of the jurisdiction of its incorporation or other organization;
 - (ii) it has the full right, power, and authority to enter into and perform its obligations and grant the rights, licenses, consents, and authorizations it grants or is required to grant under the Agreement;
 - (iii) the execution of the Agreement by its representative whose signature is set forth at the end of the Agreement has been duly authorized by all necessary corporate or organizational action of such party;
 - (iv) when executed and delivered by both parties, the Agreement will constitute the legal, valid, and binding obligation of such party, enforceable against such party in accordance with its terms;
 - (v) it shall obtain all authorities, permits, consents and Agreements necessary to perform under the Agreement; and
 - (vi) it shall comply with all Laws.
- (b) Additional Inovalon Representations, Warranties, and Covenants.
 - (i) Inovalon represents, warrants, and covenants to Customer that Inovalon will perform the Services using personnel of required skill, experience, and qualifications and in a professional and workmanlike manner in accordance with generally recognized industry standards for similar services.
 - (ii) Promptly upon Inovalon's discovery or Notice of a breach of any warranty, or of the Products, Services, or Deliverables failing to meet the requirements and specifications set forth in this Agreement (including the Annexes hereto) and any Order, Inovalon will re-perform the Services or modify or create new conforming Deliverables at no additional cost to Customer. If Inovalon fails to re-perform such Services or modify or create new conforming Deliverables timely, then Customer may cease using any rejected Deliverable. The remedies set forth in this Section 8(b)(ii) will be the sole and exclusive remedies for a breach of the warranties provided in this Section 8(b)(ii).
 - (iii) Inovalon will maintain its NCQA certification for the applicable Platform components throughout the Term.
- (c) Additional Customer Representations, Warranties, and Covenants. Customer represents, warrants, and covenants to Inovalon that Customer owns or otherwise has and will have the necessary rights and consents in and relating to the Customer



Data so that, as received by Inovalon and processed in accordance with the Agreement, they do not and will not infringe, misappropriate, or otherwise violate any Intellectual Property Rights, or any privacy or other rights of any third party.

- (d) Business Associate Agreement. Prior to the commencement of Services under any Order, the parties shall have entered into a business associate agreement in the form attached hereto as Exhibit A.
- (e) Insurance. During the performance of the Services and for a period of one (1) year following the completion of the Services, Inovalon will maintain the following insurance:
 - (i) commercial general liability insurance on an occurrence basis with respect to Inovalon's operations, such coverage to include Inovalon's employees and representatives and a limit of liability of at least two million dollars (\$2,000,000.00) per occurrence and in the annual aggregate;
 - (ii) errors and omissions liability insurance covering Inovalon and its employees and representatives in connection with the provision of the Services and with a limit of liability of at least two million dollars (\$2,000,000.00) per occurrence and in the annual aggregate;
 - (iii) network security and privacy liability (cyber) insurance with respect to Inovalon's operations, such coverage to include Inovalon's employees and representatives and a limit of liability of at least five million dollars (\$5,000,000.00) per occurrence and in the annual aggregate; and
 - (iv) workers compensation in statutory amounts and employers' liability with limits of five hundred thousand dollars (\$500,000) for each sub coverage.
- (f) Inovalon will provide Customer with certificates of insurance evidencing the coverage required by Section 8(e). Inovalon will endeavor to provide Customer thirty (30) days' prior Notice of any adverse modification or termination of the coverage required hereunder (excepting ordinary annual non-renewal notices).
- (g) Disclaimer of Warranties. EXCEPT FOR THE EXPRESS WARRANTIES SET FORTH IN SECTION 8(a) AND SECTION 8(b), ALL PRODUCTS, SERVICES, AND INOVALON MATERIALS ARE PROVIDED "AS IS." INOVALON SPECIFICALLY DISCLAIMS ALL IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, AND NON-INFRINGEMENT, AND ALL WARRANTIES ARISING FROM COURSE OF DEALING, USAGE, OR TRADE PRACTICE. WITHOUT LIMITING THE FOREGOING, INOVALON MAKES NO WARRANTY OF ANY KIND THAT THE SERVICES OR INOVALON MATERIALS, OR ANY PRODUCTS OR RESULTS OF THE USE THEREOF, WILL MEET CUSTOMER'S OR ANY OTHER PERSON'S REQUIREMENTS, OPERATE WITHOUT INTERRUPTION, ACHIEVE ANY INTENDED RESULT, BE COMPATIBLE OR WORK WITH ANY SOFTWARE, SYSTEM, OR OTHER SERVICES, OR BE SECURE, ACCURATE, COMPLETE, RELIABLE, FREE OF HARMFUL CODE, OR ERROR FREE. ALL THIRD-PARTY MATERIALS ARE PROVIDED "AS IS" AND ANY REPRESENTATION OR WARRANTY OF OR CONCERNING ANY THIRD-PARTY MATERIALS IS STRICTLY BETWEEN CUSTOMER AND THE THIRD-PARTY OWNER OR DISTRIBUTOR OF THE THIRD-PARTY MATERIALS.

9. Indemnification.

- (a) By Inovalon. Subject to Section 10 (Limitation of Liability), if requested by Customer, Inovalon shall defend, at its expense, the Customer Indemnified Parties from and against any and all claims, actions, suits, or proceedings brought by third parties (including those brought by employees of Customer) before a court, arbitrator, mediator, governmental authority, or tribunal, and any appellate proceedings, alleging: (a) infringement or misappropriation of any Intellectual Property Right by the Products, Services, or Deliverables or the authorized use thereof; (b) bodily injury (including death), or loss, disappearance or damage to Customer's tangible or intangible property to the extent caused by the gross negligence, willful misconduct, or fraud of any Inovalon Party; (c) damages due to a breach by any Inovalon Party of its data security obligations under Section 6 of the Agreement or (d) any misuse of Proprietary Information (each, a "Inovalon Covered Claim"). Inovalon shall indemnify and hold harmless Customer Indemnified Parties from and against all (i) settlement amounts; and (ii) fines, penalties, liabilities, damages, costs and expenses (including reasonable attorney's fees) incurred by or awarded against Customer Indemnified Parties, in each case, to the extent resulting from any Inovalon Covered Claims. If requesting defense, Customer shall notify Inovalon promptly of any Inovalon Covered Claims for which Customer believes any Customer Indemnified Party is entitled to indemnification under this Section 9(a) and reasonably cooperate with Inovalon to resolve the Inovalon Covered Claims.
- (b) By Customer. Subject to Section 10 (Limitation of Liability), Customer shall defend, at its expense, the Inovalon Indemnified Parties from and against any and all claims, actions, suits, or proceedings brought by third parties (including those brought by employees and contractors of Inovalon) before a court, arbitrator, mediator, governmental authority, or tribunal, and any appellate proceedings, alleging: (a) infringement or misappropriation of any Intellectual Property Right licensed by Customer to Inovalon; (b) losses arising out of or resulting from claims of ownership of any Customer Data provided by Customer or any other materials or information provided by or on behalf of Customer or any Authorized User, including Inovalon's compliance with any specifications or directions provided by or on behalf of Customer or any Authorized User; (c) bodily injury (including death) or loss, disappearance or damage to Inovalon's tangible or intangible property to the extent caused by the gross negligence, willful misconduct, or fraud of Customer or any Authorized User or (d) any misuse of Proprietary Information (each, a "Customer Covered Claim"). Customer shall indemnify and hold harmless the Inovalon Indemnified Parties from and against all (i) settlement amounts reasonably approved by Inovalon; and (ii) fines, penalties, liabilities, damages, costs and



expenses (including reasonable attorney's fees) incurred by or awarded against Inovalon Indemnified Parties, in each case, to the extent resulting from any Customer Covered Claims. Inovalon shall notify Customer promptly of any Customer Covered Claims for which Inovalon believes any Inovalon Indemnified Party is entitled to indemnification under this Section 9(b) and cooperate reasonably with Customer to resolve the Customer Covered Claims.

- (c) Covered Claim Procedures. Each party shall promptly notify the other party in writing of any action for which such party believes it is entitled to be indemnified pursuant to Section 9(a) or Section 9(b), as the case may be. The Indemnified Party shall cooperate with the other party (the "Indemnitor") at the Indemnitor's sole cost and expense. The Indemnitor shall promptly assume control of the defense and shall employ counsel of its choice to handle and defend the same, at the Indemnitor's sole cost and expense. The Indemnified Party may participate in and observe the proceedings at its own cost and expense with counsel of its own choosing. The Indemnitor shall not settle any action on any terms or in any manner that adversely affects the rights of any Indemnified Party without the Indemnified Party's prior written consent, which shall not be unreasonably withheld or delayed. If the Indemnitor fails or refuses to assume control of the defense of such action, the Indemnified Party shall have the right, but no obligation, to defend against such action, including settling such action after giving Notice to the Indemnitor, in each case in such manner and on such terms as the Indemnified Party may deem appropriate. The Indemnified Party's failure to perform any obligations under this Section 9(c) will not relieve the Indemnitor of its obligations under this Section 9, except to the extent that the Indemnitor can demonstrate that it has been materially prejudiced as a result of such failure.
- (d) Exclusions. Inovalon shall have no obligation to provide an indemnity against any Inovalon Covered Claim for intellectual property infringement or misappropriation to the extent directly arising out of: (a) alterations or modifications of the Products, Services, or Deliverables not performed by or at the direction of Inovalon Parties; (b) the combination of any Products, Services, or Deliverables provided under the Agreement with software, programs, data, or hardware not contemplated by the applicable Order or otherwise recommended for use by Inovalon; (c) any use of the Products, Services, or Deliverables by Customer or its Authorized Users in violation of the Agreement; (d) if Customer continues to use such Products, Services, or Deliverables after receipt of Notice of a potential infringement or misappropriation claim if such Inovalon Covered Claim would not have occurred in the absence of such continued use; or (e) any Third Party Materials. For the avoidance of doubt, Customer shall have no obligation to provide indemnity for any Customer Covered Claim for infringement or misappropriation to the extent the Inovalon Covered Claim arises from the modification of Customer Intellectual Property without Customer's prior written consent.
- (e) Mitigation. If any of the Products, Services or Inovalon Materials are, or in Inovalon's opinion are likely to be, claimed to infringe, misappropriate, or otherwise violate any third-party Intellectual Property Right, or if Customer's or any Authorized User's use of the Products, Services or Inovalon Materials is enjoined or threatened to be enjoined, Inovalon may, at its option and sole cost and expense:
 - (i) obtain the right for Customer to continue to use the Products, Services, and Inovalon Materials materially as contemplated by the Agreement;
 - (ii) modify or replace the Products, Services and Inovalon Materials, in whole or in part, to seek to make the Products, Services and Inovalon Materials (as so modified or replaced) non-infringing, while providing materially equivalent features and functionality, in which case such modifications or replacements will constitute Products, Services and Inovalon Materials, as applicable, under the Agreement; or
 - (iii) by Notice to Customer, terminate the Agreement with respect to all or part of the Products, Services and Inovalon Materials, and require Customer to immediately cease any use of the Services and Inovalon Materials or any specified part or feature thereof.
- (f) Sole Remedy. THIS SECTION 9 SETS FORTH CUSTOMER'S SOLE REMEDIES AND INOVALON'S SOLE LIABILITY AND OBLIGATION FOR ANY ACTUAL, THREATENED, OR ALLEGED CLAIMS RELATING TO ANY SUBJECT MATTER COVERED BY THE INDEMNIFICATION PROVISIONS OF SECTION 9, INCLUDING ANY INFRINGEMENT, MISAPPROPRIATION, OR OTHER VIOLATION OF THE INTELLECTUAL PROPERTY RIGHTS OF ANY THIRD PARTY.

10. Limitation of Liability.

- (a) EXCEPT AS PROVIDED IN SECTION 10(c), UNDER NO CIRCUMSTANCES SHALL INOVALON BE LIABLE FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL, PUNITIVE, OR CONSEQUENTIAL DAMAGES, OR LOSS OF PROFITS, REVENUE, DATA, GOODWILL OR USE, INCURRED BY CUSTOMER OR ANY THIRD PARTY, WHETHER IN AN ACTION IN CONTRACT OR TORT (INCLUDING NEGLIGENCE AND STRICT LIABILITY), ARISING FROM THE AGREEMENT OR ANY ORDER, EVEN IF INOVALON HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.
- (b) FURTHER, EXCEPT AS PROVIDED IN SECTION 10(c), UNDER NO CIRCUMSTANCES SHALL A PARTY'S AGGREGATE LIABILITY FOR ALL MATTERS ARISING OUT OF OR IN CONNECTION WITH THE AGREEMENT EXCEED THE AGGREGATE AMOUNT PAID BY CUSTOMER TO INOVALON UNDER THE APPLICABLE ORDER GIVING RISE TO THE LIABILITY DURING THE TWELVE (12) MONTHS IMMEDIATELY PRECEDING NOTICE OF THE CLAIM BY THE OTHER PARTY.
- (c) THE LIMITATIONS IN SECTIONS 10(a) AND 10(b) SHALL NOT APPLY IN THE CASE OF A PARTY'S INDEMNITY OBLIGATIONS, FOR WHICH THE AGGREGATE LIABILITY SHALL BE LIMITED TO THE GREATER OF (A) THE



AGGREGATE AMOUNT PAID BY CUSTOMER TO INOVALON UNDER THE AGREEMENT DURING THE TWENTY-FOUR MONTHS IMMEDIATELY PRECEDING THE DATE THE CAUSE OF ACTION OR CLAIM AROSE, OR (B) FIVE MILLION DOLLARS (\$5,000,000).

- (d) THE LIMITATIONS OF LIABILITY IN THIS SECTION 10 SHALL APPLY TO THE MAXIMUM EXTENT ALLOWED BY LAW UNDER ANY CONTRACT, STRICT LIABILITY, TORT (INCLUDING NEGLIGENCE) OR OTHER THEORY AND REGARDLESS OF WHETHER EITHER PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES AND NOTWITHSTANDING THE FAILURE OF ANY REMEDY OF ITS ESSENTIAL PURPOSE.

11. General.

- (a) Headings; Authority; Counterparts. Section headings are for convenience only and are not to be used in the interpretation of terms. Each party represents and warrants that it has the necessary authority and legal power to enter into and perform its obligations under the Agreement. The Agreement may be executed in counterparts (including by PDF format or another electronic format), each of which will be deemed an original and which together will be one legal instrument.
- (b) Force Majeure. In no event will either party be liable or responsible to the other party, or be deemed to have defaulted under or breached the Agreement, for any failure or delay in fulfilling or performing any term of the Agreement, (except for any obligations to make payments), when and to the extent such failure or delay is caused by any circumstances beyond such party's reasonable control (a "Force Majeure Event"), including acts of God, flood, fire, earthquake or explosion, war, terrorism, invasion, riot or other civil unrest, embargoes or blockades in effect on or after the date of the Agreement, national or regional emergency, public health crisis or emergency, strikes, labor stoppages or slowdowns or other industrial disturbances, passage of Law or any action taken by a governmental or public authority, including imposing an embargo, export or import restriction, quota, or other restriction or prohibition or any complete or partial government shutdown, or national or regional shortage of adequate power or telecommunications or transportation. Either party may terminate the Agreement if a Force Majeure Event continues substantially uninterrupted for a period of sixty (60) days or more, the effects of which cannot be mitigated.
- (c) Governing Law; Dispute Resolution. This Agreement will be governed by the laws of the State of Delaware, without regard to conflicts of laws principles. Disputes initiated by either party that arise out of the terms of this Agreement, other than with respect to Customer's failure to timely pay all amounts due to Inovalon, will be resolved through the following procedures:
- (i) The complaining party will send Notice to the other party describing the basis of the dispute and stating that the complaining party is initiating the dispute resolution procedures of this Section 11(c). Within twenty (20) Business Days of the other party's receipt of such Notice, the parties will meet to negotiate a resolution to such dispute in good faith. If the parties fail to resolve such dispute within twenty (20) Business Days following such initial meeting, the dispute shall be escalated to executives of each party, who are authorized to resolve such dispute. If such executives are unable to resolve such dispute within twenty (20) Business Days of such escalation, then either party may commence arbitration or litigation regarding such dispute in accordance with the terms of this Section 11(c). During such dispute process, the parties shall continue to honor their respective obligations (including providing data, delivering Services and making payments) under the terms of the Agreement at all times, until such dispute is resolved.
 - (ii) A bona fide dispute will be resolved exclusively through confidential binding arbitration, except for any disputes relating to a violation or threatened violation of a party's Intellectual Property Rights or confidentiality obligations in Section 5. The arbitration shall be conducted before a neutral arbitrator in Annapolis, Maryland, U.S.A., in accordance with the rules of the American Arbitration Association ("AAA"), as then in effect. No claims of any other parties may be joined or otherwise combined in the arbitration proceeding. Unless otherwise expressly required by applicable law, each party will bear its own attorneys' fees without regard to which party is deemed the prevailing party in the arbitration proceeding. Except for punitive and consequential damages (which may not be awarded), and subject to these terms, the arbitrator will be authorized to award either party any provisional or equitable remedy permitted by Law. Any demand for arbitration under this Agreement shall be made within two years of accrual of any claim hereunder, or the claim is waived.
 - (iii) Acknowledging Inovalon's significant investment in infrastructure and Services, in the event that any dispute hereunder is resolved in favor of Inovalon and Customer has failed to perform its obligations in subsection 11(c)(i) above, Customer shall pay to Inovalon, in addition to any other amounts due through resolution of such dispute, liquidated damages equal to fifty percent (50%) of any invoices due through the resolution of the dispute.
 - (iv) The United Nations Convention on Contracts for the International Sale of Goods shall not apply to this Agreement or to any Order.
 - (v) If Customer fails to timely pay all amounts due to Inovalon, Inovalon may initiate an action against Customer in any state or federal court of competent jurisdiction in the State of Maryland, and each of Inovalon and Customer hereby irrevocably consents to the jurisdiction of such court(s) for such purpose.
 - (vi) If Inovalon is the prevailing party in any case or arbitration, Inovalon shall recover its costs and attorneys' fees actually incurred in connection with the case or arbitration. In all other circumstances, the arbitrators shall not be empowered to award or shift costs and attorneys' fees incurred by either party in connection with the arbitration.



(vii) EXCEPT IN THE CASE OF NONPAYMENT, NO ACTION OF ANY KIND ARISING OUT OF THIS AGREEMENT MAY BE BROUGHT BY CUSTOMER MORE THAN ONE (1) YEAR AFTER THE CAUSE OF ACTION'S DISCOVERY, SUBJECT TO APPLICABLE STATUTE OF LIMITATIONS.

(d) Assignment.

(i) This Agreement and the duties and obligations of the parties hereunder may not be assigned (in whole or in part) by either party without the other party's prior written consent of Inovalon. Any attempted assignment; provided, however, that Inovalon may assign this Agreement (in whole or in part), without the other party's consent shall be, in connection with a merger, acquisition, divestiture, corporate reorganization, internal restructuring, or sale of assets. This Agreement is binding upon and inures to the benefit of the parties hereto and their permitted successors and assigns. Any purported assignment that violates this section is void.

(ii) In the case where one or more SOWs or Orders has been assigned to an assignee in accordance with this Section 11(d) ("Assigned SOWs") and one or more SOWs remain in place with the original contracting party that have not been assigned ("Remaining SOWs"), the parties acknowledge and agree that (a) this Agreement and any exhibits or addenda hereof will be deemed to be duplicated for the Assigned SOWs, incorporated into the terms of such Assigned SOW's and will be valid and exist on a standalone basis as between the assignee and Customer, or the assignee and Inovalon, as applicable (the "Assigned SOW Agreement") and (b) all rights, obligations and liabilities of the assignor party arising under an Assigned SOW are assigned, delegated or otherwise transferred to the assignee of the Assigned SOW. Actions affecting the Agreement after the effective date of the Assigned SOW Agreement will not impact the Assigned SOW Agreement. For the avoidance of doubt, in the event that Customer and Inovalon terminate this Agreement, the Assigned SOW Agreement shall survive by and between, as applicable, Client and the assignee, or Vendor and assignee, as applicable.

(e) Audits and Inspections. Customer shall maintain documentation and records in connection with its use of any Products. For the purpose of verifying compliance with the Agreement, Inovalon (and Inovalon's authorized representatives) shall have the right during the term of the Agreement and for up to one (1) year after the termination of the Agreement, during normal business hours upon reasonable advance notice and without material disruption to Customer's business, to audit and inspect from time to time Customer's offices, books and records relevant to any Products and to observe the use made of such Products and the manner in which each Authorized User accesses such Products. If an audit reveals the Customer is utilizing any Product in a manner not permitted under the Agreement, the Customer agrees to take, at the Customer's expense, all reasonable corrective action requested by Inovalon.

(f) Regulatory Changes. In the event that any Governing Entity materially changes the technical specifications or regulatory requirements specific to any Product, Service, or Deliverable, Inovalon reserves the right to adjust the fee structure outlined within this Agreement accordingly; provided, however, that such fee structure changes, if any, must be reasonable and proportional to the changes in such technical specifications

(g) Artificial Intelligence and Machine Learning Restriction. Except as expressly set forth herein or in an SOW or Order, Customer shall not, directly or indirectly: (a) use any Inovalon Materials, Inovalon Intellectual Property Rights, other Inovalon Proprietary Information, or any other non-public Inovalon information or other materials obtained by Customer under or in connection with this Agreement (collectively, "Inovalon Information"), in whole or in part, to build, create, train, tune, create tokens, inform, feed, maintain, or otherwise develop artificial intelligence, or machine learning, or any other such similar software, tools, technologies, materials or other items (collectively, "AI Items"), including, without limitation, natural language processing, deep learning algorithms, machine learning models and large language models; (b) use, link, reproduce, or otherwise incorporate any Inovalon Information in AI Items; and (c) include any Inovalon Information, in whole or in part, in original format or any derivative thereof, in any analysis, results or other output from AI Items.

(h) Relationship of Parties; No Third-Party Beneficiaries. The relationship between the parties is that of independent contractors and nothing in the Agreement will result in the creation of a partnership or joint venture between the parties. Neither party has authority to bind the other party. Each party is solely responsible for its respective employees and contractors. Nothing in the Agreement creates an exclusive relationship between the parties. There are no third-party beneficiaries of the Agreement and nothing contained in the Agreement will be construed to confer upon any third party any rights or benefits of any kind.

(i) Cumulative Remedies. Except as explicitly stated herein, remedies are cumulative and are not exclusive of any other rights or remedies available at law or in equity. No failure or delay by either party in exercising any right under the Agreement will constitute a waiver of that right.

(j) Irreparable Harm. Each party acknowledges that actual or threatened breach of the Agreement may result in irreparable injury to the other party and that, in addition to any other remedies, the injured party shall be entitled to seek injunctive relief to restrain threatened or continued breach of the Agreement.

(k) No Clinical Advice. No aspect of Inovalon's Products, Services, Deliverables, analytics or systems provide clinical, medical, or care guidance, interpretations, judgment, assessment, or recommendations. Customer agrees to indemnify and hold Inovalon harmless for any actions of its providers or any other Customer personnel in association with this Agreement, including without limitation the clinical, medical, or care guidance, interpretations, judgment, assessment, recommendations, and follow up by any user of the analytics, tools, and systems utilized within or provided in association with this Agreement.



- (l) Severability. If any term or provision of the Agreement is invalid, illegal, or unenforceable in any jurisdiction, such invalidity, illegality, or unenforceability shall not affect any other term or provision of the Agreement or invalidate or render unenforceable such term or provision in any other jurisdiction, and all remaining provisions of the Agreement will continue in full force and effect. Upon such determination that any term or other provision is invalid, illegal, or unenforceable, the parties hereto shall negotiate in good faith to modify the Agreement to affect the original intent of the parties as closely as possible in a mutually acceptable manner in order that the transactions contemplated hereby be consummated as originally contemplated to the greatest extent possible. If the parties are unable to agree, any provision of the Agreement held to be unenforceable will be interpreted in a manner that best accomplishes the objectives of the original provision to the fullest extent permitted by law.
- (m) Notices. Except where the Agreement provides that email notices are acceptable, all notices must be in writing and delivered by overnight courier (each, a "Notice"). Each party's Notice information is provided on the cover page of the Agreement. Notices are considered given upon actual receipt.
- (n) Survival. The following provisions survive termination or expiration of the Agreement: all applicable defined terms, and Sections 3, 5, 6, 7, 8, 9, and 10.
- (o) Entire Agreement. The Agreement, including all Annexes, together with all Orders, constitutes the entire Agreement between the parties as to its subject matter, and supersedes all previous and contemporaneous agreements or proposals, whether written or oral, with respect to the subject matter herein. No modification, amendment, or waiver of any provision of the Agreement will be effective unless in writing signed by the parties.
- (p) Marketing and Communications. Notwithstanding any terms in the Agreement to the contrary, the parties agree to support and/or complete the following activities:
 - (i) The parties shall develop a press release, with a direct quote from at least one Customer executive, summarizing the establishment of the Agreement and the relationship between the parties and the Services provided under the engagement, published in form and at the time that Inovalon shall determine in its sole discretion; provided, however, that either party may choose, not to publish such press release;
 - (ii) The parties shall, within the first year of the Term, co-author a publication highlighting the success of the Agreement, published in form and at the time that Inovalon shall determine in its sole discretion; provided, however, that either party may choose not to publish such publication;
 - (iii) Customer shall allow the use of its tradename and approved trade and service marks (e.g. Customer's logo) in corporate communication identifying the presence of the relationship between the parties, pursuant to Customer's trademark use policies;
 - (iv) Customer shall participate, as a virtual or in-person panelist or presenter, in at least two (2) industry conferences per year on topics of quality measurement and improvement, including Inovalon's annual Customer Congress, each to be sponsored by Inovalon; and
 - (v) Customer shall collaborate in thought leadership meetings with Inovalon two (2) or more times per year to communicate views, direction, and goals with respect to quality measurement and improvement.
 - (vi) Failure to publish the press release by Inovalon or failure by Customer to attend the requisite speaking engagements shall not amount to a breach of this Agreement.
- (q) Amendments. No changes to the terms and conditions set forth in this Agreement or any Annex or Order shall commence without prior written authorization by Customer and Inovalon in the form of a written Amendment signed by both parties.
- (r) Interpretation. In this Agreement, (a) the meaning of defined terms shall be equally applicable to both the singular and plural forms of the terms defined, (b) the captions and headings are used only for convenience and are not to be considered in construing or interpreting this Agreement and (c) the words "including," "includes" and "include" shall be deemed to be followed by the words "without limitation." All references in this Agreement to sections, paragraphs and attachments shall, unless otherwise provided, refer to sections and paragraphs hereof and attachments hereto, all of which attachments are incorporated herein by this reference.



**INOVALON, INC.
BUSINESS ASSOCIATE AGREEMENT
EXHIBIT A**

This Business Associate Agreement (this "BAA") by and between County of Mendocino, for its own behalf and on behalf of each of its affiliates (collectively, "Covered Entity") and Inovalon, Inc., for its own behalf and on behalf of each of its affiliates (collectively, "Business Associate") is entered into as a part of the Master Software and Services Agreement (the "Agreement") between Covered Entity and Business Associate and is incorporated by reference therein.

For valuable consideration the receipt and sufficiency of which is acknowledged by both parties, the parties agree as follows:

- 1. Definitions.** Terms used, but not otherwise defined, in this BAA shall have the same meaning as those terms in the HIPAA Rules (defined below).
 - (a) "Protected Health Information" (PHI) has the same meaning as the term "protected health information" in 45 CFR § 160.103, limited to the information created or received by Business Associate from or on behalf of Covered Entity.
 - (b) "HIPAA Rules" means the Privacy, Security, Breach Notification, and Enforcement Rules at 45 CFR § 160 and 45 CFR § 164.
- 2. Obligations and Activities of Business Associate.**
 - (a) Not to Use or Disclose PHI Unless Permitted or Required. Business Associate agrees to not use or disclose PHI other than as permitted or required by the Agreement, this BAA, as required by law, or as otherwise authorized by Covered Entity.
 - (b) Use Safeguards. Business Associate agrees to comply with Subpart C of 45 CFR § 164 and to use appropriate safeguards to prevent use or disclosure of PHI other than as provided for by this BAA. Business Associate will implement administrative, physical, and technical safeguards that reasonably and appropriately protect the confidentiality, integrity, and availability of any electronic PHI that Business Associate creates, receives, maintains, or transmits on behalf of Covered Entity.
 - (c) Report Unpermitted Disclosures of PHI. Business Associate agrees to report to Covered Entity any use or disclosure of PHI not provided for by this BAA of which it becomes aware, including without limitation breaches of unsecured PHI, as required by 45 CFR § 164.410.
 - (d) Compliance of Subcontractors and Agents. Business Associate agrees to ensure that any subcontractor or agent, to whom it provides PHI created, received, maintained or transmitted by Business Associate on behalf of Covered Entity, agrees to the same restrictions, conditions, and requirements that apply through this BAA to Business Associate with respect to such PHI.
 - (e) Provide Access. Business Associate agrees to provide access, during normal business hours, to PHI in a Designated Record Set to Covered Entity in order to meet the requirements under 45 CFR § 164.524, provided Covered Entity delivers written notice to Business Associate at least 30 days in advance requesting such access. This provision does not apply if Business Associate has no PHI in a Designated Record Set of Covered Entity or if the PHI held by Business Associate merely duplicates information held by Covered Entity.
 - (f) Incorporate Amendments. Business Associate agrees to make any amendment(s) to PHI in a Designated Record Set of Covered Entity that Covered Entity directs to pursuant to 45 CFR § 164.526. This provision does not apply if Business Associate has no PHI in a Designated Record Set of Covered Entity.
 - (g) Accounting for Disclosures. Business Associate agrees to maintain sufficient documentation of such disclosures of PHI by Business Associate as would be required for Covered Entity to respond to a request by an Individual for an accounting of disclosures of PHI in accordance with 45 CFR § 164.528. On request of Covered Entity, Business Associate agrees to provide to Covered Entity documentation made in accordance with this Section to permit Covered Entity to respond to a request by an Individual for an accounting of disclosures of PHI in accordance with 45 CFR § 164.528. Business Associate shall have a reasonable period of time within which to comply with requests for such a request from Covered Entity.
 - (h) Requests from Individuals. Except as this BAA or any other agreement between Covered Entity and Business Associate may otherwise provide, in the event Business Associate receives a request for access, amendment, or accounting of disclosure directly from an individual, a caregiver treating the individual, or another individual properly designated or authorized under the Privacy Rule, Business Associate shall make such PHI available in accordance with this BAA, as set forth an authorization that complies with HIPAA or other applicable statutory provision for such information provided.
 - (i) Obligations of Covered Entity. To the extent Business Associate is to carry out Covered Entity's obligations under Subpart E of 45 CFR § 164, Business Associate will comply with the requirements of Subpart E of 45 CFR § 164 that apply to Covered Entity.
 - (j) Books and Records. Unless otherwise protected or prohibited from disclosure or discovery by law, Business Associate agrees to make internal practices, books, and records relating to the use and disclosure of PHI available to the Secretary for purposes of the Secretary determining Covered Entity's compliance with the HIPAA Rules. Business Associate shall have a reasonable period of time within which to comply with requests for such access and in no case shall access be required in less than five business days after Business Associate's receipt of such request, unless otherwise designated by the Secretary.



- (k) Prohibition Against Sale or Marketing of PHI. Except as may otherwise be permitted by Covered Entity, this BAA, or applicable law, Business Associate will not directly or indirectly receive remuneration in exchange for any PHI of an individual, or use or disclose PHI for any purpose related directly or indirectly to any marketing or marketing communication.

3. Permitted Uses and Disclosures by Business Associate.

- (a) Services and Activities on Behalf of Covered Entity. Except as otherwise limited in this BAA, Business Associate may use or disclose PHI to perform functions, activities, or services for, or on behalf of, Covered Entity as specified in the Agreement, provided that such use or disclosure would not violate the HIPAA Rules if done by Covered Entity.
- (b) Management and Administration. Except as otherwise limited in this BAA, Business Associate may use PHI for the proper management and administration of the Business Associate or to carry out the legal responsibilities of the Business Associate, provided that disclosures are either: (i) Required by Law; or (ii) Business Associate obtains reasonable assurances from the person to whom the information is disclosed that it will remain confidential and used or further disclosed only as Required by Law or for the purpose for which it was disclosed to the person, and the person notifies the Business Associate of any instances of which it is aware in which the confidentiality of the information has been breached.
- (c) De-Identification / Data Aggregation. Business Associate, in accordance with the operations of the platform and associated Documentation, will de-identify PHI received or created pursuant to the Agreement, provided that the de-identification process conforms to the requirements of 45 C.F.R. § 164.514(b), and may perform Data Aggregation, including services to Covered Entity as permitted by 45 CFR § 164.504(e)(2)(i)(B).
- (d) Individual Person Access PHI. The parties acknowledge the right of an individual, to the individual's PHI, and therefore agree that the Business Associate provide a copy of the requested and available PHI for treatment purposes. The parties further agree that Business Associate may charge the recipient a fee pursuant to 45 CFR 164.524(c)(4) or other applicable statutory provision for such information provided.

4. Term and Termination.

- (a) Term. The Term of this BAA shall be effective as of the Effective Date, and shall terminate when all of the PHI provided by Covered Entity to Business Associate, or created or received by Business Associate on behalf of Covered Entity, is destroyed or returned to Covered Entity, or, if it is infeasible to return or destroy PHI, protections are extended to such information, in accordance with the termination provisions in this Section.
- (b) Termination for Cause. Upon Covered Entity's reasonable determination that Business Associate has breached or violated a material term of this BAA or if Covered Entity knows or has reason to know of a pattern of activity or practice of Business Associate that constitutes a material breach, Covered Entity shall give Business Associate written notice of such breach and provide reasonable opportunity for Business Associate to cure such breach or end the violation. Covered Entity may terminate this BAA, and Business Associate agrees to such termination, if Business Associate has breached a material term of this BAA and does not cure the breach or cure is not possible.
- (c) Effect of Termination. At termination of the Agreement, if feasible, Business Associate will upon written request return or destroy all protected health information received from, or created or received by the Business Associate on behalf of, the Covered Entity that the Business Associate still maintains in any form and retain no copies of such information or, if such return or destruction is not feasible, extend the protections of this BAA.

5. Miscellaneous.

- (a) Amendment. The Parties agree to take such action as is necessary to amend this BAA from time to time as is necessary for Covered Entity to comply with the requirements of the HIPAA Rules. Specifically, Business Associate hereby acknowledges and agrees that to the extent it functions as a business associate of Covered Entity, Business Associate will comply with the HIPAA Rules and with the obligations of a business associate as proscribed by the HIPAA Rules commencing on the applicable effective date of each such provision. Business Associate and Covered Entity further agree that the provisions of HIPAA Rules that apply to business associates and that are required to be incorporated by reference in a business associate agreement are incorporated into this BAA as if set forth herein.
- (b) Notices. All notices, consents, waivers and other communications under this BAA must be in writing and will be deemed to have been duly given when sent by electronic mail (with written confirmation of receipt), provided that a copy is mailed by registered mail, return receipt requested or a nationally recognized overnight delivery service (receipt requested), to the appropriate addresses set forth below (or to such other addresses as a party may designate by notice to the other party).
- (c) Survival. The respective rights and obligations of Business Associate under Section 4(c) of this BAA shall survive the termination of this BAA.
- (d) Interpretation. Any ambiguity in this BAA shall be resolved to permit compliance with the HIPAA Rules.
- (e) Binding Effect. Entry into the Agreement constitutes entry into this BAA and no separate signatures or execution is required.



ORDER FORM

CUSTOMER INFORMATION

Customer Bill To:

County of Mendocino
1120 South Dora Street
Ukiah, CA, 95482

Order Number

001

TERM

Software Subscription Effective Date	Order Start Date	Order End Date	Initial Term	Auto Renew	Renewal Term
09/01/2025	09/01/2025	08/31/2028	36 months	Yes	24 months

SUBSCRIPTION CAPACITY SCHEDULE

- For membership-based fees ("Per Member"), in no circumstance will Customer ever be billed less than the Loaded Membership based on the Product, listed for the Quantity below (the "Membership Floor"). Customer may elect to load additional membership into applicable Product(s) at any time. Applicable fees will apply.
- Unless otherwise noted below, Authorized Users are permitted non-transferrable access to specific Subscribed Products. Customer may elect to add Authorized Users during the Subscription Period, and overage fees will apply.
- Each of the Products as identified below may have specific quantities and measurement as listed (the "Subscription Capacity").
- The capacity schedules below are measured per single instance of the Platform containing the specific Subscribed Products licensed by and configured for the Customer (each an "Installation").
- For more information, please reference the applicable Documentation. Terms are subject to change at any time.

Product Name: Converged Quality™

Licensed Configuration	Quantity	Measurement
Installation(s)	1	Per Year
Projects	2	Per Year
Loaded Membership	10,000	Per Month
Managed Medicaid	10,000	
Reporting Population(s)	2	Per Year
Analytical Runs	20	Per Year
Storage Capacity (Stored Analytical Runs)	50	Per Year
Measure Sets	1	Per Year
NCQA HEDIS Catalog		
Authorized Users	5	Per Year
Elected Analytical Processing Speed	5	Calendar Days
Operating Mode		Client Cloud Access

Table 1-A

- Customer may elect to configure new installations, projects, or reporting populations. Overage fees will apply if Customer exceeds the Quantity within the measurement period listed above.
- Customer has elected the processing window above for each Analytical Run (the "Processing Guarantee"). Customer may elect to execute a new Order to adjust the Processing Guarantee to be faster at any time.
- Overage fees will apply if Customer exceeds the licensed storage listed above during the measurement period listed above.

Product Name: Converged Data Insights™

Licensed Configuration	Quantity	Measurement
Converged Data Insights Dashboards	3	Per Year
Membership Insights Dashboard		
Quality Performance Insights Dashboard		
Care Gaps Insights Dashboard		
Authorized Users	50	Per Year
Storage Capacity (historical archived months)	24	Per Installation

Table 1-B

- Third-Party Users are considered Authorized Users solely with respect to Converged Data Insights.
- Customer may elect to add or remove Authorized Users during the Subscription Period. Overage fees will apply if Customer exceeds the Quantity within the measurement period listed above.



- Customer understands that at no time will the product contain more archived months available for viewing that listed above. Member level drill through and drill down details provided through the Product as applicable will always be based upon the last Analytical Run.

Product Name: Inovalon Healthcare Data Lake™		
Licensed Configuration	Quantity	Measurement
Loaded Membership	10,000	Per Month
Managed Medicaid	10,000	
Domains	2	Per Year
Customer Data Ingestion		
Converged Quality		
Storage Capacity (historical archived months)	24	Per Installation
Processing Units Included	1,000	Per Year

Table 1-C

- Domains will be refreshed based upon the completion of the applicable analytical processes, which may vary.

Product Name: Inovalon Support		
Licensed Configuration	Quantity	Measurement
Basic Support	1	Per Month

Table 1-D

SUBSCRIBED PRODUCTS FEE SCHEDULE				
Product	Billing Line Item	Unit Price	Unit of Measure	Billing Frequency
Converged Quality	Converged Quality PMPM Fee	\$0.0819	Per Member	Monthly
Converged Quality	Converged Quality Platform Maintenance Fee	\$5,559.00	Per Installation	Monthly
Converged Quality	Converged Quality Reporting Population Fee	\$5,000.00	Per Reporting Population	Annually
Converged Quality	NCQA HEDIS Catalog Fee		Included	
Converged Data Insights	Membership Insights		Included	
Converged Data Insights	Quality Performance Insights		Included	
Converged Data Insights	Care Gaps Insights		Included	
Inovalon Healthcare Data Lake	Inovalon Healthcare Data Lake PMPM Fee	\$0.1850	Per Member	Monthly
Inovalon Healthcare Data Lake	Converged Data Ingestion Fee		Included	
Inovalon Healthcare Data Lake	Converged Quality Domain Fee		Included	
Inovalon Support	Basic Support Services Fee	\$0.00	Per Support Tier	Monthly

Table 2

OVERAGE FEE SCHEDULE				
Product	Billing Line Item	Unit Price	Unit of Measure	Billing Frequency
Converged Quality	Reporting Population	\$5,000.00	Per Reporting Population	Annually
Converged Quality	Analytical Run	\$0.0410	Per Analytical Run	Per Member Per Month
Converged Quality	Storage (Analytical Runs)	\$407.00	Per Analytical Run	Monthly
Converged Quality	Authorized Users	\$1,650.00	Per Authorized User	Annually
Converged Data Insights	Authorized Users	\$157.00	Per Authorized User	Annually
Inovalon Healthcare Data Lake	Data Usage	\$6.00	Per Additional Processing Unit	Annually
Inovalon Healthcare Data Lake	Authorized Users	\$1,650.00	Per Authorized User	Annually

Table 3

- Overage Fees only apply if the Customer exceeds the Subscription Capacity outlined for the Line Item in this Order. Fees will apply for each month (or year, as applicable) where the Customer exceeds the Subscription Capacity.

BILLING AND INVOICING

- Unit Prices are based upon the Order Start Date.
- For membership-based fees ("Per Member"), Customer will be billed based upon the greater of (1) the total members loaded into the applicable Product on the fifteenth day of each month; or (2) the Membership Floor.
- Monthly fees will be invoiced in arrears beginning on the Order Start Date.



4. Annual fees will be invoiced immediately upon execution of this Order and then annually in each January of the Subscription Period thereafter. If additional items billed annually are purchased during the calendar year, the associated fee will be invoiced during the month the item was purchased and annually each January of the Subscription Period thereafter.

CREDITS

1. **Monthly Enterprise Credit.** Monthly Enterprise Credit. Inovalon will offer a Monthly Enterprise Credit of \$1,145.00 which is contingent upon the Customer contracting for Converged Quality and the Inovalon Healthcare Data Lake.

TERMS AND CONDITIONS

1. **Term.**
 - (a) Customer agrees that the Subscription Period shall start on the Order Start Date and end on the Order End Date. Fees shall accrue and be invoiced upon the Order Start Date (unless otherwise specified); and
 - (b) Upon expiration of the Initial Term, this Order will automatically renew for the Renewal Term outlined in this Order, unless either party delivers written notice to the other party that it desires to terminate this Order at least ninety (90) days prior the expiration of the then current Term.
2. **Customer Responsibilities.**
 - (a) Customer agrees to provide at least 30 days' prior written notice to Inovalon to configure new installations, or projects.
 - (b) Customer may make requests for Transaction Services in writing by email to the designated Inovalon personnel.
3. **Inovalon Responsibilities.**
 - (a) Inovalon agrees to make resources available and enable the Subscribed Product(s) in accordance with the standard implementation timeline as provided in the Documentation, including conducting joint implementation planning activities, reviewing status reports, project planning, and resolving outstanding issues as applicable.
 - (b) Inovalon agrees to provide the Subscribed Products in this Order to the Customer as outlined in the applicable Documentation as well as any Schedules attached to this Order. If such Documentation changes, Inovalon agrees to provide reasonable notice to the Customer. In the event of a conflict between the Documentation and a Schedule within this Order, the Order shall apply.
 - (c) Inovalon agrees to provide the Subscribed Products in accordance with service level agreements outlined in section 4 of this Order.
 - (d) For more information, go to <https://support.inovalon.com>. Terms are subject to change at any time.
4. **Service Level Agreements.**
 - (a) System Availability Agreement. Except as otherwise provided herein, Inovalon will use commercially reasonable efforts to make available the Subscribed Product not less than ninety-nine percent (99.5%) of the time, excluding Excusable Downtime (the "System Availability Level"). If the Subscribed Product fails to meet the System Availability Level in any calendar month, Customer will receive a credit ("Service Credit") calculated as a percentage of the monthly Customer fees for the applicable Subscribed Product, as set forth in the table below.

Monthly System Availability	Service Credit
98.0 - 99.49%	2%
96.0 - 97.9%	4%
94.0 - 95.9%	6%
92.0 - 93.9%	8%
90.0 - 91.9%	10%
89.9% or lower	15%

Table 4

Requests that result in provisioning of new infrastructure or infrastructure that has been quiesced due to non-use ("Cold Start Requests") will be excluded from the above calculation of System Availability.

- (b) Product Service Level Agreements.
 - (i) Analytical Run Processing Agreement. Failure of the Platform to complete an Analytical Run within the timeframe of the Processing Guarantee in any month will result in a Service Credit calculated as 5% of such month's Platform and Processing Fees and payable to the Customer by Inovalon, unless one of the following circumstances apply:
 - (A) The delay occurs due to Routine Maintenance;
 - (B) As a result of a change by a Governing Entity, Inovalon recertifies measures which require the Customer to execute an additional Analytical Run;
 - (C) Customer fails to meet its responsibilities as outlined within this Order, the Subscription Agreement, or the Master Agreement; or
 - (D) Customer does not use the Subscribed Product(s) in a manner outlined within the Documentation.
 - (c) Non-Duplication. In no event will any Service Credit be due in duplicate for materially the same availability issue. As such, if a Service Credit is due as a result of the unavailability of one Subscribed Product, no additional penalty can also be levied for materially the same availability or availability-related matter.
 - (d) Notwithstanding anything herein to the contrary, in no event will the total amount of Service Credits in a given month exceed 10% of the total amount invoiced in the month in which the Service Credit is applied.

The parties, intending to be legally bound, have caused this Services Agreement to be executed by their duly authorized representatives to be effective as of the Order Start Date.



INOVALON, INC.

"Inovalon"

County of Mendocino

"Customer"

DocuSigned by:

Michael Jones

6991FC24C92A495...

By:

[Signature]

By:

Michael Jones

Name:

Jenine Miller, Psy.D.

Name:

President and General Manager

Title:

Director of Health Services

Title:

8/20/2025

Date:

8/20/25

Date:



ORDER FORM

CUSTOMER INFORMATION

Customer Bill To:

County of Mendocino
1120 South Dora Street
Ukiah, CA, 95482

Order Number

002

TERM

Software Subscription Effective Date	Order Start Date	Order End Date	Initial Term	Auto Renew	Renewal Term
09/01/2025	09/01/2025	08/31/2028	36 months	Yes	24 months

SUBSCRIPTION CAPACITY SCHEDULE

- Each of the Products as identified below may have specific quantities and measurement as listed (the "Subscription Capacity").
- For more information, please reference the applicable Documentation. Terms are subject to change at any time.

TRANSACTION FEE SCHEDULE

Product	Billing Line Item	Unit Price	Unit of Measure	Billing Frequency
Electronic Record onDemand	Electronic Record Retrieval Fee	\$7.00	Per Delivered Patient Year ERD (PYERD)	Monthly
Electronic Record onDemand	Electronic Record Parsing Fee	\$3.50	Per Delivered ERD Analysis	Monthly
Electronic Record onDemand	Customer Provided Electronic Record Parsing Fee	\$4.50	Per Customer Provided C-CDA Analysis	Monthly

Table 2

BILLING AND INVOICING

- Unit Prices are based upon the Order Start Date.
- Monthly fees will be invoiced in arrears beginning on the Order Start Date.

TERMS AND CONDITIONS

- Term.**
 - Customer agrees that the Subscription Period shall start on the Order Start Date and end on the Order End Date. Fees shall accrue and be invoiced upon the Order Start Date (unless otherwise specified); and
 - Upon expiration of the Initial Term, this Order will automatically renew for the Renewal Term outlined in this Order, unless either party delivers written notice to the other party that it desires to terminate this Order at least ninety (90) days prior the expiration of the then current Term.
- Inovalon Responsibilities.**
 - Inovalon agrees to make resources available and enable the Subscribed Product(s) in accordance with the standard implementation timeline as provided in the Documentation, including conducting joint implementation planning activities, reviewing status reports, project planning, and resolving outstanding issues as applicable.
 - Inovalon agrees to provide the Subscribed Products in this Order to the Customer as outlined in the applicable Documentation as well as any Schedules attached to this Order. If such Documentation changes, Inovalon agrees to provide reasonable notice to the Customer. In the event of a conflict between the Documentation and a Schedule within this Order, the Order shall apply.
 - For more information, go to <https://support.inovalon.com>. Terms are subject to change at any time.



The parties, intending to be legally bound, have caused this Services Agreement to be executed by their duly authorized representatives to be effective as of the Order Start Date.

INOVALON, INC.

"Inovalon"

County of Mendocino

"Customer"

DocuSigned by:

Michael Jones

8991FC24C92A495...

By:

A handwritten signature in blue ink, appearing to read "Jenine Miller", written over a horizontal line.

By:

Michael Jones

Name:

Jenine Miller, Psy.D.

Name:

President and General Manager

Title:

Director of Health Services

Title:

8/20/2025

Date:

8/20/25

Date:



INOVALON, INC.
SOFTWARE SUBSCRIPTION AGREEMENT

THIS SOFTWARE SUBSCRIPTION AGREEMENT (the "Subscription Agreement") is made and entered into September 1, 2025 (the "Subscription Agreement Effective Date"), by and between Inovalon, Inc. (together with any of its Affiliates performing services hereunder for Customer, collectively, "Inovalon"), and County of Mendocino ("Customer"). Customer and Inovalon are parties to a Master Software and Services Agreement dated September 1, 2025 (the "Master Agreement") and this Subscription Agreement is an Annex (as defined therein) to the Master Agreement. Capitalized terms used in this Subscription Agreement have the meanings ascribed to them in the Master Agreement, unless otherwise defined herein. This Annex shall govern the use of any Subscribed Products ordered by Customer through an Order, as identified in such Order.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and in further consideration of the mutual promises set forth herein, Inovalon and Customer agree as follows:

1. **Definitions.** For the purposes of this Subscription Agreement, the following terms are defined as follows. Notwithstanding the foregoing, in the event of a conflict between the defined terms specified in this Section and the definitions specified in the Master Agreement, the definitions in this Subscription Agreement will control:
 - (a) "DOS Period" means the applicable period (e.g., January 1, 2023 through December 31, 2023) utilized by the Governing Entity with respect to risk adjustment calculations or quality measurement calculations for which the Services are to be rendered.
 - (b) "Loaded Membership" means the total number of members loaded into the applicable Product in a given month.
 - (c) "Membership" means the total number of members across all Member Populations
 - (d) "Membership Floor" means the minimum Loaded Membership to be billed per Product, as listed in the "Quantity" column of the applicable Subscription Capacity Schedule for each Product in the Order.
 - (e) "Operator" means the party identified as the primary responsible party for operating the Subscribed Product. For sake of clarity, the Operator can only be the Customer or Inovalon.
 - (f) "Principally Relevant Member Provider" means the physician, specialist, or other applicable clinical resource that, based upon analysis of available Customer Data Set attributes, is identified as the clinical resource most likely to be providing care for the member.
 - (g) "Technical Specifications" means the technical requirements related to quality measurement reporting specified by the applicable Governing Entity.
2. **Right to Access and Use the Product(s).**
 - (a) Access Right. Subject to the payment of the applicable fees and Customer's compliance with the terms and conditions of the Master Agreement and this Subscription Agreement, Inovalon shall grant to the Customer a limited, non-exclusive and non-transferable right to access the Subscribed Product(s) identified on an Order during the subscription period identified in the applicable Order (the "Subscription Period"), within the United States, and to permit its Authorized Users to use the Subscribed Product, in accordance with the terms, conditions and restrictions set forth in the Master Agreement and this Subscription Agreement. All rights in Subscribed Product not expressly granted to Customer hereunder are reserved to Inovalon. Customer acknowledges and agrees that the Subscribed Products are proprietary to Inovalon and that no title or right of ownership whatsoever in the Subscribed Products (including any derivative works, improvements, modifications or enhancements thereto) are granted or may be assumed by Customer.
 - (b) Scope. The rights granted to Customer hereunder are limited to the minimum number of instances of the Subscribed Product necessary for Customer to realize the benefit of the Subscription Capacity as provided and defined in the applicable Order. Customer may: (i) use the Subscribed Products solely for its Internal Business Use in accordance with the Documentation and specifications provided by Inovalon from time to time. Customer shall have no right pursuant to this Subscription Agreement to distribute any Subscribed Product in whole or in part. Nothing in this Agreement shall obligate Inovalon to continue providing access to any Subscribed Product beyond the date when Inovalon ceases providing such Subscribed Product to Customers generally.
 - (c) Restrictions on Use. The works and databases included in the content of the Subscribed Product are protected by Law, including copyright laws. Customer shall not edit, alter, abridge or otherwise change in any manner the content of any Subscribed Product, including, without limitation, all copyright and proprietary rights notices. Customer may not, and may not permit others to:
 - (i) reverse engineer, decompile, decode, decrypt, disassemble, or in any way derive source code from, the software or any Subscribed Product;
 - (ii) modify, translate, adapt, alter, or create derivative works from any Subscribed Product;
 - (iii) copy, distribute, publicly display, transmit, sell, rent, lease or otherwise exploit any Subscribed Product; or
 - (iv) distribute, sublicense, rent, lease, loan or grant any unauthorized access to or use of any Subscribed Product.



3. Authorized Users.

(a) Customer shall:

- (i) Provide to Authorized Users information regarding the access rights of such Authorized Users;
- (ii) Secure the user IDs and/or passwords of each Authorized User, and shall not disclose or share such user IDs or passwords with any third party or other individual not authorized to access a Subscribed Product;
- (iii) Be responsible for all acts and omissions of Authorized Users, and any act or omission by an Authorized User which would constitute a breach of this Subscription Agreement if committed directly by Customer shall be deemed a breach by Customer;
- (iv) Undertake reasonable efforts to make all Authorized Users aware of the provisions of this Subscription Agreement as applicable to such Authorized User's use of any Subscribed Product, and will cause Authorized Users to comply with such provisions; and
- (v) Provision the set-up of each Authorized User within the applicable Subscribed Product, including securing the right level of roles, access, and use of each Subscribed Products.

4. Term. This Subscription Agreement shall be effective upon the Subscription Agreement Effective Date and, unless terminated earlier in accordance herewith, shall continue until the last day of the Subscription Period of any Order.. For the avoidance of doubt: (i) in the event Customer executes an order form after the Order Start Date then this Subscription Agreement will be deemed effective from the Order Start Date, and (ii) in the event Customer receives the Subscribed Product(s) before the order form is fully executed, then this Subscription Agreement shall be deemed effective from the date on which Customer receives the Subscribed Product(s).

5. Professional Services. During the term of this Subscription Agreement, Customer may request Inovalon to perform certain professional services in support of Customer's treatment, payment, and health care operations activities (hereinafter, "Professional Services"). The parties may, by mutual agreement, execute a Professional Services Agreement which will become an Annex to the Master Agreement. All Professional Services shall be subject to the terms and conditions of the Master Agreement. Professional Services performed by Inovalon are not exclusive to Customer, and Inovalon may perform services of any type or nature for any other person or entity at any time.

6. Regulatory Audit Assistance and Hold Harmless.

- (a) If required by a Governing Entity, Inovalon will provide a roadmap and evidence of software certification to the Customer in connection with the Customer's compliance audit of the applicable Subscribed Product at no additional fee, including providing all necessary system documentation, as required by the applicable Governing Entity, needed in connection with such audit.
- (b) The Customer understands that there is no guarantee that it will pass a compliance audit and agrees to hold Inovalon harmless from any claims, losses, damages, fines, penalties or expenses incurred by the Customer in connection with, arising out of or otherwise relating to the results of any such audit or other verification activities, and all review and reconsideration processes.
- (c) Inovalon will not be responsible for the performance of any other contractor, person or entity involved in any phase of the Customer's business activities, including any Authorized User.

7. Infringement. If a third party infringement claim regarding Customer's use of any Subscribed Product is, or in Inovalon's reasonable belief is likely to be, asserted prior to termination of this Subscription Agreement (a) Inovalon may require the Customer to discontinue use of such Subscribed Product immediately and Customer will comply with such requirement; and (b) Inovalon will promptly, at its sole option, either (i) procure for Customer the right to continue to use and exercise its rights with respect to such Subscribed Product or affected part thereof as provided in this Subscription Agreement; or (ii) replace such Subscribed Product or affected part thereof with other non-infringing software or modify such Subscribed Product or affected part thereof to make it not infringing while retaining substantially similar functionality; or (iii) if the remedies set forth in clauses (b)(i) and (b)(ii) are not commercially practical, as determined by Inovalon in its sole discretion, terminate this Agreement. Inovalon will refund to Customer any subscription fees, as applicable, paid by Customer for that calendar year for the infringing Subscribed Product or affected part thereof. The foregoing will be the Customer's sole and exclusive remedy for any infringement claim with respect to any Subscribed Product.

8. Export Restrictions. Customer acknowledges that each Subscribed Product is being released and provided to the Customer in the United States and is therefore subject to United States export control laws. Customer agrees to use each Subscribed Product solely within the United States, and Customer acknowledges its obligation to ensure that its use of each Subscribed Product complies with applicable export control laws. Customer will defend, indemnify, and hold Inovalon and its vendors and suppliers harmless from and against any and all claims, judgments, awards, and costs (including without limitation reasonable legal fees and court and arbitration costs) arising out of Customer's noncompliance with applicable export laws with respect to the use or transfer of a Subscribed Product outside the United States.

9. Disclaimer. CUSTOMER ACKNOWLEDGES AND AGREES THAT EACH SUBSCRIBED PRODUCT, THE CONTENTS THEREIN, AND ANY ACCOMPANYING DOCUMENTATION ARE PROVIDED ON AN "AS IS", "AS AVAILABLE" BASIS AND INOVALON DOES NOT MAKE ANY AND HEREBY SPECIFICALLY DISCLAIMS ANY REPRESENTATIONS, ENDORSEMENTS, GUARANTEES, OR WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, ANY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, OR NONINFRINGEMENT OF INTELLECTUAL PROPERTY RIGHTS.



- 10. Charges and Payment.** All fees, expenses, and other costs shall be invoiced by Inovalon and paid by Customer pursuant to the terms and conditions of the Master Agreement and applicable Order. For travel related to account management (e.g. quarterly business reviews, service delivery reviews, or business development meetings), Customer will not be expected to reimburse Inovalon for costs and expenses so long as travel requests are commercially reasonable. For all other travel, Customer will reimburse Inovalon for reasonable costs and expenses incurred by Inovalon, at Customer's request, including travel for both in-state and out-of-state personnel. Inovalon will invoice Customer for any costs and expenses on a monthly basis.
- 11. Implementation.** Unless specified in the Order, each Subscribed Product will be made available to the Customer within a reasonable time after Inovalon's acceptance of an Order requesting such Product. The ability to provision and refresh the data for the applicable Product is dependent on the availability of data produced by services outside the scope of this Subscription Agreement (the "Dependent Services"). If the applicable Dependent Services are terminated, discontinued or amended such that the data required by the applicable Product is not available, the impacted Product may not be fully implemented, provisioned or refreshed. Inovalon and Customer agree to conduct joint implementation activities to review status reports, plan activities, outstanding issues and resolution, and communicate new issues or potential risks. Each party shall make appropriate resources available for planning sessions, status meetings, telephone consultation, and otherwise as reasonably required to facilitate the implementation of the applicable Product(s).
- 12. Documentation.** Inovalon will provide applicable online user guides and Documentation to support the Subscribed Products for the Authorized Users. The Documentation may be provided electronically. This Documentation will be refreshed in accordance with each applicable Product release schedule.
- 13. Customer Responsibilities.** Customer:
 - (a) Shall be responsible for all activity conducted by Customer or its Authorized Users in accessing a Subscribed Product or a Platform;
 - (b) Represents and warrants that (i) it has the right to provide all the member data and Customer Data Sets submitted to Inovalon in order for Inovalon to make available each Subscribed Product; and (ii) it has the authority and right to provide each Authorized User with access to each Subscribed Product;
 - (c) Shall provide reasonable assistance and prompt responses to any inquiries by Inovalon to assist Inovalon in the performance of its obligations hereunder. Customer acknowledges that Inovalon's performance is dependent on such assistance. Notwithstanding anything in the Master Agreement to the contrary, Inovalon will not be liable for any delay or failure to perform where Customer or any of its Affiliates, Authorized Users, personnel, representatives, agents, or contractors has failed to respond to Inovalon's requests or inquiries; and
 - (d) Is solely responsible for obtaining all equipment and for the compatibility thereof with any Subscribed Product, and for paying all fees including, without limitation, all applicable taxes and Internet access fees, necessary to use any Subscribed Product.
 - (e) Agrees to send its complete Customer Data Set by the 15th of each month indicating how to process each data source received (the "Data Due Dates") using established, industry standard transfer, compression, and encryption protocols. Customer will load applicable data per the Inovalon ONE® Data Specifications Guide into the Product, including any applicable and addressable Documentation Gaps. Customer will investigate and resolve potential errors or data inconsistencies pertaining to the loading of data into the Product as reported by Customer or by Inovalon. If all or any part of the data necessary for the effective operation of the Product is not provided by Customer on or before the Data Due Dates, the parties acknowledge that Inovalon will proceed with the provision of applicable Services utilizing the most recent available Customer Data Set.
 - (f) Agrees to transmit data to Inovalon per the Inovalon ONE® Data Specification Guide in an encrypted, accurate, complete, and expedient manner. Customer will provide the Customer Data Set by the 10th of each calendar month. Inovalon makes no guarantee on the accuracy and result of the Subscribed Products if Customer provides inaccurate, incomplete, or latent data.
 - (g) Agrees to provide 30 days' prior written notice to Inovalon regarding expected increases to the membership loaded into any Product in excess of 20% from the then-currently loaded membership.
 - (h) Specifically acknowledges that the following efforts are critical to the performance of the Subscribed Products: (1) availability, accuracy, completeness and timeliness of Customer Data Sets; (2) timely approval of any proposed communication materials; and (3) facilitation and support of engagement of providers and members and resolution of provider and member questions and concerns. In the absence of such support, Inovalon may be significantly hampered in its ability to provide the Subscribed Products.
 - (i) Agrees to make appropriate resources available for initial implementation and ongoing operation of the Subscribed Product(s).
- 14. Inovalon Responsibilities.**
 - (a) Documentation. Inovalon will provide applicable Documentation to support the Products, including if applicable an online training guide for the Authorized Users. Inovalon may refresh the Documentation as needed in accordance with the applicable Product release schedule.
 - (b) Provide Product Training. In addition to the training materials provided with the Documentation, Customer may request that Inovalon provide additional online training related to the Product and Services at Inovalon's then-current rates for such



training. Updated training will be offered annually to Customer as set forth in Inovalon's training calendar, published annually. Inovalon will make commercially reasonable efforts to securely record trainings and make them available for future view by the Customer. Fees for online training will be invoiced monthly in arrears.

15. Sole Recourse Against Inovalon, Inc. Customer acknowledges and agrees that its sole recourse for any breach of this Subscription Agreement by Inovalon, Inc. shall be against Inovalon, Inc. (the "Inovalon Contracting Party"). None of the Inovalon Contracting Party's affiliates or representatives (a "Non-Recourse Party") shall have any liability for any obligations hereunder, or for any claim based on, in respect of, or by reason of such obligation or their creation. No personal liability should attach to any Non-Recourse Party with respect to any breach of this Subscription Agreement, whether by or through attempted piercing of the corporate veil, by or through a claim by or on behalf of Customer against any Non-Recourse Party, by the enforcement of any assessment or by any legal or equity proceeding, by virtue of any statute, regulation, or applicable law, or otherwise. Customer waives and releases all such liability against a Non-Recourse Party and the waiver and release shall be deemed a part of the consideration given hereunder.

16. Maintenance Schedule.

(a) Platform Maintenance.

- (i) "Platform Maintenance" means downtime required for software, operating, and system upgrades, server maintenance, security maintenance, virus protection procedures, general repairs, and system testing.
- (ii) "Routine Maintenance" means any Platform Maintenance with prior notification as outlined below. Inovalon will provide Routine Maintenance at no additional cost. All other time spent by Inovalon relating to Subscribed Product will be considered Support Services and billable as provided in this Agreement.
 - (A) Inovalon will schedule Routine Maintenance of the Subscribed Product application during off-peak hours between the hours of 8:00 PM and 8:00 AM ET; and
 - (B) Inovalon will endeavor to notify Customer at least seventy-two (72) hours in advance when Routine Maintenance is to occur, but in any case, will notify Customer not less than twenty-four (24) hours prior to commencing Routine Maintenance.
- (iii) "Emergency Maintenance" means any Platform Maintenance without prior notification as outlined in Section 16(a)(ii)(B).

(b) Platform Availability. Inovalon will strive to maintain connectivity to and availability of the Subscribed Product subject to Excusable Downtime to provide agreed to service levels as described. Methods and downtime definitions and calculations are defined below.

- (i) "Excusable Downtime" means:
 - (A) Routine Maintenance;
 - (B) Unavailability of the Subscribed Product(s) resulting from the acts or omissions of Customer or Customer's employees, agents, contractors, vendors, or any end user, or any other party gaining access to the Server Allocation by reason, directly or indirectly, of any act or omission of Customer;
 - (C) A failure of Internet services and/or telecommunications networks;
 - (D) A Force Majeure Event; or
 - (E) At Customer's direction, Inovalon restricting access to the Hosting Services, equipment or system.
- (ii) "Unscheduled Downtime" means any outage and resultant break in connectivity or availability of the Subscribed Product where there is a significant business impact that prevents Customer from accessing the Services and which is not the result of Excusable Downtime.

17. Subscribed Product Data Transfer, Security, and Access.

- (a) Customer Data Security Requirements. Notwithstanding anything herein, in the Master Agreement, or in the Inovalon ONE® Data Specification Guide to the contrary, prior to transmission of any Customer Data Set to Inovalon, Customer will encrypt such Customer Data Set with PGP encryption (example: Testfile_Timestamp.gz.pgp) and Customer will compress such Customer Data Set, with the preferred compression mechanism being gzip or 7zip. Inovalon enables secure data transfer via our Secure File Transfer Protocol (SFTP) services. SFTP transfer combined with PGP encryption of files being transferred, provides a secure mechanism for the safe exchange of the Customer Data Set. Customer will be provided credentials to the SFTP site and a mechanism for sharing the decryption key. Notwithstanding anything herein, in the Master Agreement, or in the Inovalon ONE® Data Specification Guide to the contrary, the parties agree and confirm that Inovalon may unilaterally change the Customer Data Set encryption requirements to a different format at any time and that, provided Customer has at least five (5) business days of notice of such change, Customer shall comply with such change. Customer acknowledges that adherence to data encryption and secure data transmission is a critical component of a multi-factorial cyber security approach. Unless Customer has executed the Encryption Exception Agreement attached hereto as Addendum A, failure to comply with the encryption requirements in this paragraph will constitute Customer's material breach of this Subscription Agreement and the Master Agreement [and entitle Inovalon to suspend Services until such breach is cured and otherwise entitle Inovalon to exercise any other available remedies].



- (b) Data Access and System Control. Inovalon may access data and otherwise exercise system control for purposes of Customer support, system upgrades and maintenance, software installation, data recovery and backup, data management requested by Customer, and for the applicable Services.
- (c) Secure Connectivity. Inovalon will provide access to the Cloud Services via a secure protocol (such as https supporting AES 256-bit encryption) accessed by an Inovalon domain name, whereby Customer may access the cloud services by using appropriate user ids and passwords using industry standard security protocols. Customer shall not share or disclose its user ids or passwords.

18. Use Guidelines. Customer shall use the Subscribed Products solely for its Internal Business Use and otherwise in accordance with the requirements and limitations contained in the Master Agreement and shall not:

- (a) License, sublicense, sell, resell, rent, lease, transfer, assign, distribute, time share or otherwise use a Subscribed Product for commercial means. Customer may make a Subscribed Product available to a third party through mutual agreement between Customer and Inovalon and such third party shall be subject to the same use restrictions as Customer;
- (b) Send, store, introduce, permit or inject into any Subscribed Product any 'back door,' 'drop dead device,' 'time bomb,' 'Trojan horse,' 'virus,' 'worm,' 'spyware' (as such terms are commonly understood in the software industry) or any other code designed to have any of the following functions: (i) disrupting, disabling or harming the operation of, or providing unauthorized access to, a computer system or network or other device on which such code is stored or installed or (ii) compromising the privacy or data security of such Subscribed Product or of a user or damaging or destroying any data or file;
- (c) Intentionally interfere with or disrupt the overall integrity of any Subscribed Product;
- (d) Use any Subscribed Product in a manner not consistent the Documentation, the Master Agreement, this Subscription Agreement or any Order; or
- (e) Use a Subscribed Product in any way that might violate Laws or regulatory policies as issued by Governing Entities.


The parties, intending to be legally bound, have caused this Subscription Agreement to be executed by their duly authorized representatives to be effective as of the Subscription Agreement Effective Date.

INOVALON, INC.

County of Mendocino

"Inovalon"

"Customer"

DocuSigned by:

 6991FC24C92A495...



By: _____

By: _____

Michael Jones

Jenine Miller, Psy.D.

Name: _____

Name: _____

President and General Manager

Director of Health Services

Title: _____

Title: _____

8/20/2025

8/20/25

Date: _____

Date: _____



SCHEDULE #1 – CONVERGED ANALYTICS

1. Definitions.

- (a) "Analytical Run" means the execution of a flow chart run with up to five (5) configurations. Data load, event build, cost/discharge build activities are each included within an Analytical Run. Analytical Runs required by Inovalon due to Excusable Downtime and Unscheduled Downtime shall not count against the Customer's Subscription Capacity.
- (b) "Cloud Bursting" means the ability for Inovalon to expand resources during the analytical computation step within a specified Analytical Run to expedite the completion of the Analytical Run.
- (c) "Converged Analytics Benchmarking" or "Analytics Benchmarking" means the Inovalon-generated benchmark data for measure analysis. Inovalon-generated averages and percentiles by measure and sub-measure may be made available to Customer in an export file and/or other reporting mediums.
- (d) "Documentation Gaps"
 - (i) "Risk Adjustment Documentation Gaps" means the existence of chronic, additional, worsening, or more optimally classified disease and/or co-morbidity processes not already documented within the standard administrative claims system of Customer or not otherwise coded within formats appropriate for submission to the relevant Governing Authority, CMS or state health departments, as the case may be (e.g., it is believed that a member has an active condition for which such member has been seen and assessed but appropriate reflection of such active condition is absent or invalid within Customer's administrative claims systems) for the relevant DOS Period.
 - (ii) "Quality Measure Gaps" means the combination of an identified set of members who are, or may at certain points in time become, eligible for inclusion and non-compliant within the applicable Measure Sets based on Technical Specifications for the respective Measurement Year and such applicable Measure Sets.
 - (iii) The combination of the Quality Measure Gaps, if applicable, and Risk Adjustment Documentation Gaps, if applicable will be considered the "Documentation Gaps".
- (e) "Elected Analytical Processing Speed Window" means the agreed upon performance window as elected by the Customer measured in calendar hours to complete an Analytical Run.
- (f) "Measurement Year" means that full calendar year period which is the subject of analytical review for the purposes of determining the appropriate Quality Performance Rating (e.g. NCQA's HEDIS, CMS 5-Star, HHS QRS, etc.). For sake of example, the 2024 Measurement Year would be from January 1, 2024 through December 31, 2024.
- (g) "Predictive Clinical Insight System" or "PCIS" means that set of proprietary, clinically driven algorithms used to identify data which suggests evidence of gaps in documentation and assessment.
- (h) "Project" means a configuration of the Product that contains relevant Customer Data Sets and Reporting Populations to support the execution of Analytical Runs.
- (i) "Quality Performance Measure" means the different measures which are used for the determination of a Customer's accreditation status level or quality rating as determined by the applicable Governing Entity and applicable Technical Specifications.
- (j) "Target List" means a list of Target Members delivered to Inovalon by or on behalf of Customer to guide the method and venue of gap closure, sequencing, timing, and prioritization to facilitate targeted Documentation Gap resolution and closure on a member by member basis.
- (k) "Target Member" means a member identified by either Inovalon's analytics or identified by Customer as having Documentation Gaps.
- (l) "Unique Member Measure" means each unique Member and Risk Adjustment Documentation Gap combination. A Member requiring evaluation with respect to two separate Risk Adjustment Documentation Gaps is considered two separate Unique Member Measures.

2. Data Integration.

- (a) Inovalon and Customer will jointly review, validate, and approve the mapping of the Customer Data Set to facilitate the accurate loading of any applicable and necessary data to support Customer's use of the Subscribed Products.
- (b) Customer will provide necessary data, including any Target Lists where applicable, to Inovalon by Data Due Date. Customer will be responsible for providing to Inovalon all data needed for the operation of the Subscribed Product(s), including as applicable the accurate and complete Customer Data Sets and Target Lists on or before the Data Due Date, and will notify Inovalon of missing, incomplete, changed, late, or erroneous data.

3. Analytical Runs. Customer's Project(s) will include such Analytical Runs as are set forth in the applicable Order (the "Internal Business Use Projects"):

- (a) Within sixty (60) days of the Order Start Date, Inovalon will make available to Customer the Product(s) with infrastructure and capacity for the Membership Floor.



- (b) Customer agrees that the Elected Analytical Processing Speed Window shall be as set forth in the applicable Order for each Analytical Run.
 - (c) Customer agrees that for the purposes of counting Analytical Runs, all Analytical Runs shall be counted in the Measurement Period with the exception of any Analytical Run required by Inovalon due to Unscheduled Downtime.
 - (d) Customer agrees the Internal Business Use Projects do not run concurrently and must follow a schedule of submitting data to run Analytical Runs and exports.
- 4. Operating Mode.** Unless otherwise noted, Inovalon will enable Customer's use of the Product(s) based upon the operating mode as provided in the applicable Order.
- (a) Customer Cloud Access. Customer is considered the Operator and is responsible for operating the Product and performing the applicable Services as outlined.
 - (b) Service Bureau. Inovalon is considered the Operator and is responsible for operating the Product and performing the applicable Services as outlined.
 - (c) Changing Operating Mode. Customer acknowledges that changes to the Operating Mode shall incur fees based upon the requested Operating Mode outlined in the applicable Order. Customer agrees to provide at least ninety (90) days prior written notice of intent to change the Operating Mode and acknowledges that failure to provide such notice may result in the inability of Inovalon to configure the Product(s) in the requested Operating Mode. Changes to the Operating Mode shall be made through the execution of a subsequent Order.
- 5. Analytics Execution.** The specific analytics provided will be based upon the applicable Order and may be any of the below analyses based upon the Customer Data Set and any supplemental data provided by Customer for the applicable Member Population(s):
- (a) Converged Quality.
 - (i) Generate Quality Measurement Analytical Run Results. Inovalon will provide guidance on the creation of measure summary, member-level reports, and validation as well as how to access summary results, results comparison, and measure member-level data analytics. Operator will generate final submission on or before the final date of each Quality Measurement Reporting Period.
 - (ii) Licensed Measure Sets. The Product is capable of reporting various state, local and national Measure Sets. Customer shall license the Measure Set(s) listed in the applicable Order. The fees cover the provision of the Measure Set and the associated utilities in the software. Additional support in excess of standard audit support, such as custom analyses associated with quality assurance, generation of submission files, and additional coordination with auditors will be billed as Support Services. Customer will approve, in advance, additional coordination before conducting audit coordination or billing Support Services.
 - (iii) Annual Certification. Customer will provide Inovalon with an annual certification of the applicable Membership Population as necessary to support the NCQA software certification or other QMR measure validation. Inovalon will utilize the counts in the final data sets (e.g., Customer's Interactive Data Submission System (IDSS) File(s)), as applicable, or, in its absence, Customer will provide an annual data extract file or certify the number in writing annually.
 - (iv) Customer may elect to configure new Reporting Populations within Converged Quality or QMRM at any time, subject to Overage Fees.
 - (b) Converged Risk.
 - (i) Generate Analytical Run Results.
 - (A) Operator will execute the applicable Analytical Runs to generate Risk Adjustment Documentation Gaps. Operator will also monitor ongoing Analytical Runs and report potential Service Outages as applicable.
 - (B) For Prospective Risk Score Accuracy, Operator will perform analysis of Member historical clinical patterns, disease, and co-morbidity states for the applicable look-back period to identify Risk Adjustment Documentation Gaps for the relevant DOS Period;
 - (C) For Retrospective Risk Score Accuracy, Operator will undertake an analysis to identify Risk Adjustment Documentation Gaps prior to the relevant DOS Period;
 - (D) Operator will combine these analyses pertaining to Risk Adjustment Documentation Gaps such that the Member and gap together shall constitute a Risk Adjustment Documentation Gap and the unique set of Members shall be determined to be the "Eligible Member Set" for purposes of Inovalon Converged Outreach. Converged Risk may use a combination of PCIS™ and/or Inovalon Converged Risk analytics.
 - (E) In connection with the Retrospective Risk Score Accuracy Analytics, Inovalon will identify currently coded health conditions where there is available data and perform an analysis of the Member's claims and supplemental data that do not support the diagnosis and coding to support the HCC Surveillance Project. Operator will use the Risk Adjustment Documentation Gaps generated by the HCC Surveillance Project to plan Member outreach.
 - (c) Converged Analytics Benchmarking. Inovalon will provide Customer with an extract file of real-time analyses of data generated within the current Prospective Quality Measurement Reporting Period to produce reliable industry benchmarks for



current-year quality measure performance on a monthly basis accessed through an export downloaded via sFTP. Customer acknowledges and agrees that a minimum of five (5) Reporting Populations, each containing no fewer than thirty (30) members, must be available in order for Inovalon to generate a measure benchmark.

- (d) Converged Stars Health Equity Analytics. Converged Stars Health Equity Analytics enables Customer to forecast CMS Health Equity Index scores and reward factors, identify where health equity program gaps exist, focus resources on areas with significant disparities, and benchmark performance against other peers.

6. Test Environment. If provided in the applicable Order, Inovalon will enable Customer's use of an additional Installation of the Product for non-production usage (the "Test Environment").

- (a) Test Environment Internal Business Use also includes use of the Product by Customer through a secure remote connection exclusively for monthly reporting for Customer's Test Projects for the parameters set forth in the applicable Order (the "Test Environment Capacity").
- (b) Customer agrees that the Elected Analytical Processing Speed Window for each Test Project Analytical Run will be as provided in the applicable Order. Notwithstanding the foregoing, Customer understands and agrees that the Service Level Agreements shall not apply to the Test Environment.
- (c) The Test Environment is limited to the number of Projects for each Quality Measurement Reporting Period as set forth in the applicable Order. As mutually agreed by the parties, the Test Project(s) will be archived and new Projects configured each January.
- (d) The Test Environment is licensed annually for the Measure Sets identified in the applicable Order for the then-current Quality Measurement Reporting Period.

7. Cloud Bursting. If provided in the applicable Order, Inovalon will provide Cloud Bursting of the Customer's contracted analytical capacity to meet the requested timeframe.

- (a) Customer may request of Inovalon prior to or during an Analytical Run to enable Cloud Bursting.
- (b) Inovalon, upon receipt of the request and examination of available capacity will i) confirm the request, ii) propose a different timeframe that fits within available capacity, or iii) deny the request within a commercially reasonable timeframe.
- (c) Requests should be sent to the Inovalon ONE® Support email (support@inovalonone.com) during normal business hours. During non-business hours, request should be sent to the Inovalon Command Center.
- (d) Customer may utilize the Cloud Bursting capabilities within the Customer's Regulatory and Prospective Internal Business Use Projects only.
- (e) Cloud Bursting capabilities are not applicable for processes that are not Analytical Runs, such as data loading, data distribution, QMRM processing, or data exports.
- (f) If Customer's loaded membership exceeds the applicable Membership Floor, or the number of flowchart configurations or measures exceeds those defined in the applicable Order, Inovalon reserves the right to deny the request.
- (g) Inovalon reserves the right to leverage available cloud compute environments, including private, hybrid, and commercial cloud platforms, to meet Cloud Bursting commitments.
- (h) If the Inovalon Converged Analytics environment experiences a fault during a data load, distribution, or an Analytical Run, Customer will not be charged a fee for the Cloud Bursting necessary to expedite the current Analytical Run in order to meet the Processing Guarantee.

8. Medical Records Data Collection and Project Management (Quality Medical Record Management™).

- (a) Customer may license Quality Medical Record Management ("QMRM") for internal medical records data collection in connection with its Regulatory Internal Business Use Project ("Regulatory QMRM"). Customer will pay to Inovalon a fee based on the pricing provided in the applicable Order.
- (b) Customer understands that the Regulatory QMRM project and the associated license fee are based upon the configuration of the Installation. An additional Order will be required to adjust the number of Authorized Users. Overage fees will apply if Customer exceeds the licensed storage listed on the applicable Order during any Quality Measurement Year.
- (c) Customer may license QMRM for internal medical records collection to support its prospective quality reporting processes ("Prospective QMRM"). Prospective QMRM does not include project resets or claims refreshes.
- (d) Third-Party Vendors. Customer may request the use of QMRM by a third party and Inovalon will review such request and reasonably determine whether the third-party entity is permitted to utilize QMRM. If Inovalon permits named third-party use of QMRM, an additional third-party data use agreement is required, and additional cost may apply to provide for expanded use of QMRM to each third party.
- (e) Third-Party Data Entry. Customer may authorize designated employees of its named third-party vendor, ("Third Party Vendor") to enter data into QMRM on Customer's behalf as part of Customer's normal business operations and subject to the provisions of the Master Agreement regarding subcontractor liability, provided that:



- (i) Third Party Vendor executes a Data Sharing and Limited Use Agreement in the form provided by Inovalon on or before January 1 of each year.
- (ii) Customer reports to Inovalon those Reporting Populations for which Third Party Vendor enters data as follows: (1) On or before January 1 of each year, Customer will provide a complete list of each Reporting Populations for which Third Party Vendor is anticipated to enter data; and (2) On or before September 1 of each year, Customer will provide a complete list of all Hybrid Reporting Populations for which Third Party Vendor actually entered data.
- (iii) Customer shall ensure that no unauthorized use or access by Third Party Vendor occurs. If Customer becomes aware of any such unauthorized use or access by Third Party Vendor, Customer shall promptly provide written notice to Inovalon and will provide such other information regarding Third Party Vendor's use of the Product as is reasonably requested by Inovalon.
- (iv) Upon termination of the Data Sharing and Limited Use Agreement, Third Party Vendor's license to access the Product for that year's Quality Measurement Cycle Period will terminate, the expansion of Customer's license to QMRM, and all use of and access to the Product by Third Party Vendor and its employees will cease.
- (v) Customer agrees that Third Party Vendor is not authorized to utilize or access the Product for any purpose or in any manner other than as specifically permitted in this Section. Accordingly, Customer acknowledges and agrees that all books and records of Customer related to Third Party Vendor's use of the Product will be subject to Inovalon's auditing rights hereunder. Third Party Vendor and Customer will be jointly and severally liable for any unauthorized use by Third Party Vendor of the Product, including, but not limited to, any appropriation, theft, reverse engineering, decompiling, disassembling, or other modification by Third Party Vendor.

9. Converged Analytics Designer. If provided in the applicable Order, Customer will have access to the Converged Analytics Designer, which leverages Inovalon's proprietary flowchart measure logic across each measure to determine member-level compliance, to design measures and their applicable events in the Converged Quality. Customer's license includes the functions described in the applicable Order. Inovalon will enable Converged Analytics Designer access to Customer's applicable Authorized Users based on Customer-directed role-based permissions. Customer shall not utilize Converged Analytics Designer to use or copy any proprietary measures or flowchart logic developed by Inovalon.

- (a) NCQA Data License Restrictions. Customer acknowledges that use of NCQA-certified measures is subject to and governed by NCQA data licensing requirements. Accordingly, Customer and its Authorized Users:
 - (i) Shall not use or copy NCQA measure logic from Converged Analytics Designer for the purposes of generating custom measures.
 - (ii) Shall use Converged Analytics Designer solely in accordance with the applicable governing standards set forth by NCQA in HEDIS Volume 2's "Rules for Allowable Adjustments of HEDIS" (including any successor rules).
- (b) Single Member Flowchart Analyzer. If Customer has elected to license Inovalon's proprietary Single Member Flowchart Analyzer logic within Converged Analytics Designer, the following additional license terms will apply:
 - (i) Inovalon will enable Customer's access to Converged Analytics Designer in a read-only mode, which will include any applicable NCQA-certified measure catalogs licensed by the Customer within Converged Quality. Inovalon will update any applicable measure catalogs within Converged Analytics Designer on a monthly basis.
 - (ii) Customer shall not utilize Converged Analytics Designer to develop any custom measures or copy any measures developed by Inovalon.
- (c) Customer-Designed Custom Flowcharts. If Customer has elected to license the ability to design custom flowcharts within Converged Analytics Designer, the following additional license terms will apply:
 - (i) Customer acknowledges that Customer-designed custom flowcharts must be staged into Converged Quality before being used to run analytics. Accordingly, Customer will notify the Inovalon Support by email when custom flowcharts are ready to be staged into Converged Quality. Inovalon will convert and link such custom measure(s) within the Content Repository within five business days of Inovalon's receipt of Customer's notice.
 - (ii) Customer may request that Inovalon copy any Customer-designed custom flowcharts from the current project to the following Measurement Year by providing notice to Inovalon Support by email.
 - (iii) Customer agrees that Inovalon shall not be considered to have failed to meet any SLAs if such failure to meet the SLA results from Customer-designed custom flowcharts that contain logical errors including, without limitation, continuous loops, output issues, or statements resulting in measure rates not being output.
 - (iv) Customer acknowledges that Inovalon cannot guarantee to the accuracy of measure results generated from Customer-designed custom flowcharts. Accordingly, Inovalon shall have no liability resulting from inaccurate measure results that result from Customer-designed custom flowcharts.

10. Fees and Expenses. Customer will pay the following fees, in the amounts set forth in the applicable Order:

- (a) Platform Support Fees. Inovalon will charge a monthly base processing fee for the ongoing data integration and quality assurance, ongoing maintenance, infrastructure, enterprise security, and Platform support.



- (b) Inovalon Converged Quality PMPM Fee. Inovalon will charge a total Member count-related analytics and processing fee per member per month.
- (c) Inovalon Converged Risk PMPM Fee. For the licensing of Inovalon Converged Risk to (i) analyze the Membership Population against the relevant Governing Entity's risk adjustment models to identify and stratify (A) suspected conditions that have not be previously coded in the Members' claims and supplemental data sources, and (B) previously coded conditions that require re-evaluation, confirmation, and coding but for which inadequate documentation is available for the Member and the applicable condition, and (ii) identify currently coded conditions where the available data, as well as an analysis of the members claims and supplemental data, does not support the diagnosis and coding, Inovalon will charge a total Member count-related analytics and processing fee per member per month.
- (d) Service Bureau Fee. Inovalon will charge Customer a monthly total Member count-related Service Bureau Fee per member per month so long as Customer continues to use the Service Bureau Operating Mode.
- (e) Quality Medical Record Management Fees. Customer will pay to Inovalon an annual fee due upon the Order Start Date and then annually each January of the Subscription Period. Overage Fees may apply for enabling fax services and additional Reporting Populations.
- (f) Reporting Population Fees. Inovalon will charge Customer an annual fee for each Reporting Population (as defined in the Product) upon the Order Start Date and then annually each January of the Subscription Period. If the number of Reporting Populations increases during the Subscription Period, Customer will notify Inovalon in writing indicating the number of new Reporting Populations. Inovalon will charge Customer an Overage Fee for each additional Reporting Population.
- (g) Measure Set Fees. Customer will pay to Inovalon an annual fee due upon the Order Start Date and then annually each January of the Subscription Period for each licensed Measure Set.
- (h) Cloud Bursting Fees. Cloud Bursting Fees will be calculated based upon the Cloud Bursting timeframe requested. Cloud Bursting Fees will be billed upon completion of the Analytical Run. Cloud Bursting will only be provided upon Customer request.
- (i) Vendor Access Fee. If Customer elects an expanded QMRM license as provided in this Schedule, Customer will pay to Inovalon a data entry vendor access fee (the "Vendor Access Fee") and a project fee (the "Project Fee") for each QMRM Project the Third Party Vendor accesses on behalf of Customer. During the Subscription Period, the Vendor Access Fee and the Project Fee will be billed on an annual basis beginning on the Order Start Date and then annually each January thereafter.
- (j) Converged Analytics Benchmarking Fee. For Converged Analytics Benchmarking, Inovalon will charge a total Member count-related fee per member per month.
- (k) Converged Stars Health Equity Analytics Fee. For Converged Stars Health Equity Analytics, Inovalon will charge a total Member count-related fee per member per month.
- (l) Test Environment Fee. For licensing the Test Environment, Customer will pay a monthly fee.
- (m) Converged Analytics Designer Fee. The Converged Analytics Designer Fee will be due upon the Order Start Date and then annually each January of the Subscription Period.



SCHEDULE #2 – INOVALON CONVERGED DATA INTELLIGENCE PLATFORM™

1. Description.

- (a) Converged Data Insights™ is ("Data Insights") Inovalon's web-based payer data visualization and reporting platform, providing actionable insights into member and provider demographic, clinical and quality outcome, cost and utilization, revenue and risk adjustment, and clinical program data based on the applicable Domains defined in the applicable Order.
- (b) Converged Provider Enablement™ ("Provider Enablement") is a web-based application that enables payers and providers to track and manage the value-based care and other healthcare quality improvement programs by increasing transparency around gaps in care, program performance, utilization, and disease burden documentation gaps based on the applicable Domains defined in the applicable Order.
- (c) Data Insights and Provider Enablement shall collectively be the "Data Intelligence Platform". Data Insights and Provider Enablement shall individually be referred to as a "Data Intelligence Platform Module" or "Module".

2. Definitions.

- (a) "Domain" means the specific domain outlined within the applicable Order, which Authorized Users may access through the Data Intelligence Platform.
- (b) "Updates" means minor improvements or augmentations of the Data Intelligence Platform.
- (c) "Upgrades" consist of additional features or functions, or substantial and material improvements with respect to the utility and efficiency of the Data Intelligence Platform, and which is not marketed by Inovalon as a separate product, service, and/or Domain.

3. Process.

- (a) Analytical Processing. The Data Intelligence Platform includes the aggregation of clinical, cost and financial analytical results at a provider, provider group and Reporting Population level. The Data Intelligence Platform may require Customer Data Set files for member-level analytical processing, including identification and stratification of gaps in care, disease burden documentation opportunities, predictive modeling for gaps, intervention identification and targeting, efficiency calculations for providers, and other member-level analytical processing dependent on Information Components selected in the applicable Order.
- (b) Reporting and Dashboards.
 - (i) Updates and Upgrades. From time to time Inovalon may, at its discretion, develop Updates and/or Upgrades to the Data Intelligence Platform. Upgrades will typically occur on a quarterly basis while Updates may be more frequent. Inovalon will make such Updates and/or Upgrades available to Customer. Any such Updates and/or Upgrades provided hereunder will be deemed to constitute part of the Data Intelligence Platform and will be subject to all the terms and provisions hereof.
 - (ii) Customer User Support Documentation. Inovalon will provide applicable online user guides and documentation to support the Data Intelligence Platform for Authorized Users. The documentation will be delivered electronically through the Inovalon Help Center. This documentation will be refreshed in accordance with Inovalon's release schedule and as appropriate with release features and functionality of the Data Intelligence Platform.

4. Fees. Customer will pay the following fees, in the amounts set forth in the applicable Order.

- (a) Data Insights PMPM Fee. The monthly fee for ongoing maintenance of the Data Insights dashboards, including making updates to ensure regulatory compliance, and making applicable dashboards available to the Authorized Users, is included in amounts paid by Customer to Inovalon under one or more separate Orders.
- (b) Provider Enablement PMPM Fee. For the enablement, maintenance, and deployment of Data Insights to Third Party Users, Inovalon will charge a monthly a monthly per member per month fee.
- (c) Data Insights Authorized User License Fees.
 - (i) Data Insights Authorized User License Floor. Inovalon provides an initial set of Data Insights Authorized Users at no additional fee (the "Data Insights Authorized User License Floor"). For any incremental Data Insights Authorized Users above the Authorized User License Floor, Inovalon will charge an annual per License Unit fee.
 - (ii) License Renewal Date. Licenses for Authorized Users will be charged annually and in full in January during each year of the Subscription Period.
 - (iii) Annual License Adjustments. Customer has the option of reducing the total License Units purchased on an annual basis. Unless mutually agreed to, Customer adjustments cannot exceed 30%. Any license adjustments must be requested in writing no less than 60 days prior to the License Renewal Date.

5. Customer Acknowledgements, Representation and Warranties.

- (a) No Clinical Advice. Neither the Data Intelligence Platform nor any aspect of Inovalon's analytics and systems provide clinical, medical, or care guidance, interpretations, judgment, assessment, or recommendations. Customer agrees to indemnify and



hold Inovalon harmless for any actions of its providers or any other Customer personnel in association with this Agreement, including without limitation the clinical, medical, or care guidance, interpretations, judgment, assessment, recommendations, and follow up by any user of the analytics, tools, and systems utilized within or provided in association with the Product.

- (b) Data Accuracy. The accuracy and completeness of the Data Intelligence Platform may be limited by inaccuracies and incompleteness, if any, within the data (including analytical outputs or results) provided by Customer to Inovalon as well as Customer's inability to meet any timelines outlined in this Schedule or as otherwise mutually agreed to by the parties.
- (c) Proprietary Nature of the Data Intelligence Platform. Customer acknowledges that the Data Intelligence Platform is proprietary to Inovalon and Customer shall have no title or right of ownership whatsoever in the Platform (including without limitation any derivatives works, improvements, modifications or enhancements thereto).



ATTACHMENT 1 – DOMAINS

Below is a listing of the Domains within the Data Intelligence Platform by Module. Inovalon reserves the right to add additional features and services to the Data Intelligence Platform at its discretion.

The ability to activate and refresh the data for the selected Domains depends on the availability of data produced by the services specified outside the scope of this License. The Domains or specific dashboards and data sets within a Domain shall not be activated or shall be partially activated, and / or shall not be refreshed with new data if the underlying Subscribed Product(s) are not available, and/or such Product(s) are only licensed for a certain line of business. Dashboards will be refreshed based upon the completion of the applicable analytical processes, which may vary.

The provision of the Domains within Data Intelligence Platform will follow successful data integration, loading, and validation of the Customer Data Set as well as the availability of all necessary data for applicable Domains ("Domain Readiness Phase"). The time required to first make each Domain available by Module within the Data Intelligence Platform following the completion of the Domain Readiness Phase is outlined in the table below.

Domain	Description	Data Insights	Data Insights Timeline	Provider Enablement	Provider Enablement Timeline
Quality Outcomes	This domain represents Quality Outcomes data from Inovalon's Converged Quality software.		60 Days		60 Days
Clinical Data	This domain represents parsed clinical data extracted from C-CDAs.	N/A	-	N/A	-
Administrative	This domain represents administrative data, which includes member, member enrollment, and encounter, pharmacy and lab claims.		30 Days		60 Days
Risk Adjustment	This domain represents Risk Adjustment data from Inovalon's Converged Risk software.		60 Days		60 Days
Intervention Execution	This domain represents Inovalon's and Inovalon vendor's intervention execution and operational metrics.		60 Days	N/A	-



SCHEDULE #3 – INOVALON HEALTHCARE DATALAKE

1. Description.

- (a) Inovalon Healthcare Data Lake™ ("Healthcare Data Lake") is a cloud-based, Customer-accessible infrastructure of normalized and linked Customer data and Inovalon-generated analytics data for data aggregation, mining, and reporting by licensed users to the applicable, linked, Customer- and Inovalon- generated data stores using industry-leading tools.
- (b) For purposes of this Schedule, Healthcare Data Lake shall be referred to as the "Product".

2. Process.

- (a) Authorized Users shall mean the named users authorized by Customer to receive access to the Product for appropriate business use through a secure remote connection exclusively for the Domains outlined in this Schedule. Authorized Users may include Customer employees as well as contractors and consultants (collectively referred to herein as "Customer Users").
- (b) Service Accounts. Upon Customer's written request, Inovalon may provide Customer with a service account, to enable Customer to connect approved external applications to the Product (a "Service Account"). Service Accounts can be used to connect Customer applications to run scheduled tasks, retrieve data, and perform regular operations on a scheduled basis. Inovalon will monitor usage by Service Accounts, and Processing Units used by Service Accounts and Authorized Users will all count towards the total number of Processing Units used by Customer. Any reference to "Authorized User" in the Software Subscription Agreement shall include a reference to Service Accounts with respect to this Schedule. For the sake of clarity, all Service Accounts are included in the Healthcare Data Lake Authorized User License Floor.
- (c) Authorized Users and Service Accounts.
 - (i) Authorized User and Service Account Access. Each Authorized User or Service Account will be assigned a role within the Product that will govern the level of access such Authorized User or Service Account will have to the Product. Service accounts are only for access by approved Customer applications; Customer must use Authorized User licenses for access by natural persons.
 - (ii) License Units. The provisioning of each Authorized User or Service Account will constitute the use of a License Unit within the Product. Customer will have the option to provision additional Authorized Users or Service Accounts at any time during the Term and may purchase additional License Units as necessary. The License Units can be transferred, at no additional cost, by deactivating a named Authorized User(s) or Service Account and adding a replacement Authorized User(s) or Service Account. Each Service Account must have an associated email address and Customer-authorized contact person. Customer is responsible for notifying Inovalon regarding any change in Service Account contact information.
 - (iii) Audit Rights and Access Termination. Inovalon may audit Customer's Authorized User or Service Account list at any time and may determine, in its reasonable discretion, that access to the Product for one or more Authorized Users or Service Accounts should be terminated. Reasons may include but are not limited to: a potential risk to Inovalon's intellectual property, conflict of interest with specific Authorized User(s) or Service Account(s), breach of this Subscription Agreement, sharing of Authorized User or Service Account licenses, or abuse and/or negligence with regard to use of the Product. Such terminations will be communicated to Customer in writing within 5 business days of termination; Customer may appeal any such terminations to Inovalon within 30 days of receipt.
- (d) Processing Units.
 - (i) Processing Units. A Processing Unit is a unit of measure for the usage of Inovalon Healthcare Data Lake resources by Authorized Users and Service Accounts. The usage depends on the number of queries, number of accounts, the complexity of the query, and the underlying size of the data. Inovalon will track the number of Processing Unit consumed by Authorized Users and Service Accounts. Inovalon will track the number of Processing Units consumed by Authorized Users and Service Accounts with access to the Product.
 - (ii) Data Usage Fee. If Customer consumes any Processing Units – whether by Service Accounts or Authorized Users – above the included annual amount, such additional Processing Units will be billed at the unit cost defined by the Data Usage fee per additional Processing Unit.
 - (iii) Inovalon reserves the right to use Customer-allocated Processing Units for custom work or troubleshooting on behalf of Customer.
 - (iv) Inovalon reserves the right to use Customer-allocated Processing Units for data sharing between external cloud data storage environments or regions, if Inovalon determines in its reasonable discretion that Customer's data needs to be replicated to a different cloud data storage environment or region.
- (e) Analytical Processing. The Product includes the aggregation of clinical, cost, and financial analytical results at a provider, provider group and Reporting Population level. The Product may require Customer Data Set files for member-level analytical processing, including identification and stratification of gaps in care, disease burden documentation opportunities, predictive modeling for gaps, intervention identification and targeting, efficiency calculations for providers, and other member-level analytical processing. Such member-level processing will be handled outside the scope of this Schedule.



- (f) **Domains.** For purposes of this Schedule, "Domains" shall refer to the specific domains outlined within this Schedule, which Authorized Users and Service Accounts may access through the Product. Customer may purchase additional Domains through the execution of additional Orders. Each additional Domain may be subject to the same implementation terms outlined herein.
- (g) **Updates and Upgrades.** From time to time Inovalon may, at its discretion, develop Updates and/or Upgrades to the Product. "Upgrades" will consist of additional features or functions, or substantial and material improvements with respect to the utility and efficiency of the Product, and which is not marketed by Inovalon as a separate product, service, and/or Domain. "Updates" will consist of minor improvements or augmentations of the Product. Upgrades will typically occur on a quarterly basis while Updates may be more frequent. Inovalon will make such Updates and/or Upgrades available to Customer, provided that Customer has paid all fees due under the applicable Order. Any such Updates and/or Upgrades provided hereunder will be deemed to constitute part of the Product and will be subject to all the terms and provisions hereof.
- (h) **Customer User Support Documentation.** Inovalon will provide applicable online user guides and documentation to support the Product for the Customer Users. The documentation will be delivered electronically through the Inovalon Help Center. This documentation will be refreshed in accordance with Inovalon's release schedule and as appropriate with release features and functionality of the Product.
- (i) **Customer User Training.** Customer may elect for Inovalon to provide onsite and/or web-based training to Customer Users as Support Services. Inovalon can assist the Customer with query development and report creation, if required. Customer Support Hours will be utilized to gather requirements, develop, optimize, execute, and validate SQL queries against the Product, and enable the Client by providing necessary training.

3. Customer Acknowledgements, Representation and Warranties.

- (a) **Data Accuracy.** The accuracy and completeness of the Product may be limited by inaccuracies and incompleteness, if any, within the data (including analytical outputs or results) provided by Customer to Inovalon as well as Customer's inability to meet any timelines outlined in this Schedule or as otherwise mutually agreed to by the parties.

4. Domains.

- (a) Below is a listing of the Domains within the Product by Module. The selected Domain and the Module combinations are within the scope of the license granted pursuant to the applicable Order. Inovalon reserves the right to add additional features and services to the Product at its discretion and may or may not include those features and services within the included scope of a previously executed Order.

The provision of the Domains within the Product will follow successful data integration, loading, and validation of the Customer Data Set as well as the availability of all necessary data for applicable Domains ("Domain Readiness Phase"). The time required to first make each Domain available by Module within the Product following the completion of the Domain Readiness Phase is outlined in the table below.

Domain	Description	Healthcare Data Lake	Healthcare Data Lake Timeline
Converged Quality	This domain represents Quality Outcomes data from Inovalon's Converged Quality software.		60 Days
Quality Medical Record Management	This domain represents Quality Medical Record Management data.		60 Days
Electronic Record on-Demand	This domain represents parsed clinical data extracted from C-CDAs.		60 Days
Customer Administrative Data	This domain represents administrative data, which includes member enrollment, and encounter, pharmacy and lab claims.		60 Days
Population Health	This domain represents population health data based on the Johns Hopkins' ACG methodology, and social determinants of health data.		60 Days
Converged Risk	This domain represents Risk Adjustment data from Inovalon's Converged Risk software.	N/A	-
Converged Outreach	This domain represents Inovalon's and Inovalon's vendor's outreach planning and risk outreach results.	N/A	-
Patient Assessment		N/A	



SCHEDULE #4 – ELECTRONIC RECORD on DEMAND™

1. Definitions.

- (a) "Analysis" means a data file of parsed, normalized and validated clinical data.
- (b) "C-CDA" means consolidated clinical data architecture.
- (c) "Connecting System" means one or more active EHR, HIE, or other connectivity systems authorized to access Customer's member medical record data.
- (d) "Customer-Provided C-CDA" means C-CDA files provided directly to Inovalon by Customer to be parsed, using Inovalon's provisioned secure FTP location.
- (e) "Delivered ERD" means the digital file in XML, PDF, or other similar format which is available to Customer.
- (f) "ERD" means electronic medical records consisting of medical record data, including: demographic data; progress notes, consult notes, encounter summaries; history and physical; problem list; admission summary; discharge summary; digital signature; data captured in digitized format (such as continuity of care documents and C-CDAs), and any other attempted method of member medical record retrieval, as produced by Inovalon's proprietary Electronic Record onDemand platform.
- (g) "ERD Request" means a Target List submitted into the Product which identifies the patient(s) and other preference settings for whom Customer seeks ERDs.
- (h) "PYERD" or "Patient Year ERD" means the ERD unique to an individual patient, clinician, and a single twelve (12) month period.
- (i) "Tier 1 Site" means a Connecting System with whom Inovalon has an existing subscription-based agreement.

2. ERD Process.

- (a) Provision of Member Data. Customer will submit complete membership and associated claims data to the Product on a monthly basis (consistent with the format set forth in the Inovalon ONE® Data Specifications Guide) to support the determination of medical record data locations of potential ERDs. Customer acknowledges associated claims data is required to support the determination of medical record locations if this selection in the target list is made.
- (b) ERD Requests. Customer will subsequently submit an ERD Request (consistent with the format set forth in the Inovalon ONE® Data Specifications Guide) into the Product.
- (c) ERD Results. For each ERD identified in response to an ERD Request, the Product will produce and make available to Customer a Delivered ERD. Each PYERD delivered to Customer shall be referred to as a "Delivered PYERD").

3. Parsing-as-a-Service. If provided in the applicable Order, for each Delivered ERD or Customer-Provided C-CDA, Inovalon will provide to Customer Analysis on fields that are currently available to be parsed at the time of the execution of the applicable Order, which may include the Medication, Laboratory Results, Vitals, and Immunization fields found in the C-CDA. Parsed clinical data will be formatted in a manner mutually agreed upon by Customer and Inovalon.

4. Customer-Provided C-CDA. Customer may provide directly to Inovalon C-CDA files to be parsed. To facilitate the Analysis of Customer-Provided C-CDA files, Customer shall provide a list of C-CDA files to be parsed that includes the following C-CDA fields: file name, patient first and last names, patient date of birth, patient gender, provider, and EHR vendor source.

5. Primary Source Verification ("PSV") Audit. Inovalon will provide support to the Customer in requesting PSV files from the appropriate Connecting Systems that support PSV, and if available will provide such PSV file to Customer with the Delivered ERD. Inovalon cannot guarantee that the files requested will be retrieved. PSV files require provider permission, and Connecting Systems may not receive permission for each file. Inovalon will notify Customer if the PSV files are not provided by the Connecting System. Inovalon will provide customary and reasonable assistance to Customer to support Customer's PSV Audit of each Delivered ERD. For clarity, the PSV Audit support provided by Inovalon hereunder does not include manual chart retrieval from relevant provider practices or quality assurance audit (including abstraction) of received PSV files. Inovalon reserves the right to pass-through applicable fees associated with PSV file retrieval to Customer.

6. First Pass. During the Initial Term of the applicable Order, Customer shall submit all requests for medical records desired by Customer to the Product prior to pursuing such medical records via any other approach (whether internal or via alternative third-party, regardless of method of retrieval).

7. Connecting Systems. Customer acknowledges that Inovalon must rely on Connecting Systems to provide ERDs and therefore actual content delivered is dependent upon the records and accuracy availed through and by such connecting systems.

8. Customer Representation and Warranty. Customer represents and warrants that during the Subscription Period, it has and will have full authority to request and access all ERDs. Customer shall be solely responsible for its personnel accessing the Product and the ERDs. Customer acknowledges and agrees that (i) Customer shall be responsible for all activity conducted by Customer in accessing the Product, (ii) the Inovalon ONE® Data Specifications Guide is confidential and proprietary information of Inovalon is being provided to Customer solely for the purpose of utilizing the Product and, (iii) Inovalon must rely on Connecting Systems to provide ERDs and therefore actual content delivered is dependent upon the records and accuracy of records available through and by such Connecting Systems.



- 9. Fees.** For access to the Product, Customer will pay the applicable fees described below as set forth in the applicable Order.
- (a) ERD Platform Fee. Inovalon will charge Customer a fee for the maintenance and ongoing input, validation, and mapping of Customer data into the Product, invoiced annually for each year of the Subscription Period.
 - (b) ERD Fee. Inovalon will charge Customer a fee for each Delivered PYERD, which will be invoiced monthly in arrears.
 - (c) ERD Subscription Fee. Inovalon will charge Customer a monthly fee for up to a specified number of Delivered PYERDs each year of the Subscription Period.
 - (d) Parsing Fee. Customer will pay a fee for each Delivered ERD Analysis provided to Customer by Inovalon for any medical record collected via the Product. The Parsing Fee will be invoiced monthly in arrears for each Delivered ERD Analysis parsed output provided to Customer in the prior month.
 - (e) Parsing Subscription Fee. Inovalon will charge Customer a monthly fee for up to a specified number of Delivered ERD Analysis each year of the Subscription Period.
 - (f) Customer-Provided C-CDA Parsing Fee. Customer will pay a fee for each Analysis provided to Customer by Inovalon. The Customer-Provided C-CDA Parsing Fee will be invoiced monthly in arrears for each Analysis provided Customer in the prior month.
 - (g) Potential Pass-Through Fees. Inovalon will be responsible for fees charged by all Tier 1 Connecting Systems; provided, however if a Connecting System increases fees to Inovalon in excess of ten percent (10%) of that charged by such Connecting Systems as of the applicable Order Start Date, such increase in fees will be passed through to Customer on a pro rata basis. No fees under this subsection will be charged unless pre-approved by Customer in writing; provided, however, if Customer refuses to allow for such incremental pass-through fees to be charged to Customer, Inovalon will be under no obligation to perform ERD retrievals utilizing such Connecting Systems.



**INOVALON, INC.
BUSINESS ASSOCIATE AGREEMENT
EXHIBIT A**

This Business Associate Agreement (this "BAA") by and between County of Mendocino, for its own behalf and on behalf of each of its affiliates (collectively, "Covered Entity") and Inovalon, Inc., for its own behalf and on behalf of each of its affiliates (collectively, "Business Associate") is entered into as a part of the Master Software and Services Agreement (the "Agreement") between Covered Entity and Business Associate and is incorporated by reference therein.

For valuable consideration the receipt and sufficiency of which is acknowledged by both parties, the parties agree as follows:

- 1. Definitions.** Terms used, but not otherwise defined, in this BAA shall have the same meaning as those terms in the HIPAA Rules (defined below).
 - (a) "Protected Health Information" (PHI) has the same meaning as the term "protected health information" in 45 CFR § 160.103, limited to the information created or received by Business Associate from or on behalf of Covered Entity.
 - (b) "HIPAA Rules" means the Privacy, Security, Breach Notification, and Enforcement Rules at 45 CFR § 160 and 45 CFR § 164.
- 2. Obligations and Activities of Business Associate.**
 - (a) Not to Use or Disclose PHI Unless Permitted or Required. Business Associate agrees to not use or disclose PHI other than as permitted or required by the Agreement, this BAA, as required by law, or as otherwise authorized by Covered Entity.
 - (b) Use Safeguards. Business Associate agrees to comply with Subpart C of 45 CFR § 164 and to use appropriate safeguards to prevent use or disclosure of PHI other than as provided for by this BAA. Business Associate will implement administrative, physical, and technical safeguards that reasonably and appropriately protect the confidentiality, integrity, and availability of any electronic PHI that Business Associate creates, receives, maintains, or transmits on behalf of Covered Entity.
 - (c) Report Unpermitted Disclosures of PHI. Business Associate agrees to report to Covered Entity any use or disclosure of PHI not provided for by this BAA of which it becomes aware, including without limitation breaches of unsecured PHI, as required by 45 CFR § 164.410.
 - (d) Compliance of Subcontractors and Agents. Business Associate agrees to ensure that any subcontractor or agent, to whom it provides PHI created, received, maintained or transmitted by Business Associate on behalf of Covered Entity, agrees to the same restrictions, conditions, and requirements that apply through this BAA to Business Associate with respect to such PHI.
 - (e) Provide Access. Business Associate agrees to provide access, during normal business hours, to PHI in a Designated Record Set to Covered Entity in order to meet the requirements under 45 CFR § 164.524, provided Covered Entity delivers written notice to Business Associate at least 30 days in advance requesting such access. This provision does not apply if Business Associate has no PHI in a Designated Record Set of Covered Entity or if the PHI held by Business Associate merely duplicates information held by Covered Entity.
 - (f) Incorporate Amendments. Business Associate agrees to make any amendment(s) to PHI in a Designated Record Set of Covered Entity that Covered Entity directs to pursuant to 45 CFR § 164.526. This provision does not apply if Business Associate has no PHI in a Designated Record Set of Covered Entity.
 - (g) Accounting for Disclosures. Business Associate agrees to maintain sufficient documentation of such disclosures of PHI by Business Associate as would be required for Covered Entity to respond to a request by an Individual for an accounting of disclosures of PHI in accordance with 45 CFR § 164.528. On request of Covered Entity, Business Associate agrees to provide to Covered Entity documentation made in accordance with this Section to permit Covered Entity to respond to a request by an Individual for an accounting of disclosures of PHI in accordance with 45 CFR § 164.528. Business Associate shall have a reasonable period of time within which to comply with requests for such a request from Covered Entity.
 - (h) Requests from Individuals. Except as this BAA or any other agreement between Covered Entity and Business Associate may otherwise provide, in the event Business Associate receives a request for access, amendment, or accounting of disclosure directly from an individual, a caregiver treating the individual, or another individual properly designated or authorized under the Privacy Rule, Business Associate shall make such PHI available in accordance with this BAA, as set forth an authorization that complies with HIPAA or other applicable statutory provision for such information provided.
 - (i) Obligations of Covered Entity. To the extent Business Associate is to carry out Covered Entity's obligations under Subpart E of 45 CFR § 164, Business Associate will comply with the requirements of Subpart E of 45 CFR § 164 that apply to Covered Entity.
 - (j) Books and Records. Unless otherwise protected or prohibited from disclosure or discovery by law, Business Associate agrees to make internal practices, books, and records relating to the use and disclosure of PHI available to the Secretary for purposes of the Secretary determining Covered Entity's compliance with the HIPAA Rules. Business Associate shall have a reasonable period of time within which to comply with requests for such access and in no case shall access be required in less than five business days after Business Associate's receipt of such request, unless otherwise designated by the Secretary.



- (k) Prohibition Against Sale or Marketing of PHI. Except as may otherwise be permitted by Covered Entity, this BAA, or applicable law, Business Associate will not directly or indirectly receive remuneration in exchange for any PHI of an individual, or use or disclose PHI for any purpose related directly or indirectly to any marketing or marketing communication.

3. Permitted Uses and Disclosures by Business Associate.

- (a) Services and Activities on Behalf of Covered Entity. Except as otherwise limited in this BAA, Business Associate may use or disclose PHI to perform functions, activities, or services for, or on behalf of, Covered Entity as specified in the Agreement, provided that such use or disclosure would not violate the HIPAA Rules if done by Covered Entity.
- (b) Management and Administration. Except as otherwise limited in this BAA, Business Associate may use PHI for the proper management and administration of the Business Associate or to carry out the legal responsibilities of the Business Associate, provided that disclosures are either: (i) Required by Law; or (ii) Business Associate obtains reasonable assurances from the person to whom the information is disclosed that it will remain confidential and used or further disclosed only as Required by Law or for the purpose for which it was disclosed to the person, and the person notifies the Business Associate of any instances of which it is aware in which the confidentiality of the information has been breached.
- (c) De-Identification / Data Aggregation. Business Associate, in accordance with the operations of the platform and associated Documentation, will de-identify PHI received or created pursuant to the Agreement, provided that the de-identification process conforms to the requirements of 45 C.F.R. § 164.514(b), and may perform Data Aggregation, including services to Covered Entity as permitted by 45 CFR § 164.504(e)(2)(i)(B).
- (d) Individual Person Access PHI. The parties acknowledge the right of an individual, to the individual's PHI, and therefore agree that the Business Associate provide a copy of the requested and available PHI for treatment purposes. The parties further agree that Business Associate may charge the recipient a fee pursuant to 45 CFR 164.524(c)(4) or other applicable statutory provision for such information provided.

4. Term and Termination.

- (a) Term. The Term of this BAA shall be effective as of the Effective Date, and shall terminate when all of the PHI provided by Covered Entity to Business Associate, or created or received by Business Associate on behalf of Covered Entity, is destroyed or returned to Covered Entity, or, if it is infeasible to return or destroy PHI, protections are extended to such information, in accordance with the termination provisions in this Section.
- (b) Termination for Cause. Upon Covered Entity's reasonable determination that Business Associate has breached or violated a material term of this BAA or if Covered Entity knows or has reason to know of a pattern of activity or practice of Business Associate that constitutes a material breach, Covered Entity shall give Business Associate written notice of such breach and provide reasonable opportunity for Business Associate to cure such breach or end the violation. Covered Entity may terminate this BAA, and Business Associate agrees to such termination, if Business Associate has breached a material term of this BAA and does not cure the breach or cure is not possible.
- (c) Effect of Termination. At termination of the Agreement, if feasible, Business Associate will upon written request return or destroy all protected health information received from, or created or received by the Business Associate on behalf of, the Covered Entity that the Business Associate still maintains in any form and retain no copies of such information or, if such return or destruction is not feasible, extend the protections of this BAA.

5. Miscellaneous.

- (a) Amendment. The Parties agree to take such action as is necessary to amend this BAA from time to time as is necessary for Covered Entity to comply with the requirements of the HIPAA Rules. Specifically, Business Associate hereby acknowledges and agrees that to the extent it functions as a business associate of Covered Entity, Business Associate will comply with the HIPAA Rules and with the obligations of a business associate as proscribed by the HIPAA Rules commencing on the applicable effective date of each such provision. Business Associate and Covered Entity further agree that the provisions of HIPAA Rules that apply to business associates and that are required to be incorporated by reference in a business associate agreement are incorporated into this BAA as if set forth herein.
- (b) Notices. All notices, consents, waivers and other communications under this BAA must be in writing and will be deemed to have been duly given when sent by electronic mail (with written confirmation of receipt), provided that a copy is mailed by registered mail, return receipt requested or a nationally recognized overnight delivery service (receipt requested), to the appropriate addresses set forth below (or to such other addresses as a party may designate by notice to the other party).
- (c) Survival. The respective rights and obligations of Business Associate under Section 4(c) of this BAA shall survive the termination of this BAA.
- (d) Interpretation. Any ambiguity in this BAA shall be resolved to permit compliance with the HIPAA Rules.
- (e) Binding Effect. Entry into the Agreement constitutes entry into this BAA and no separate signatures or execution is required.

The parties, intending to be legally bound, have caused this Services Agreement to be executed by their duly authorized representatives to be effective as of the Services Agreement Effective Date.



INOVALON, INC.

"Inovalon"

DocuSigned by:

Michael Jones

6991FC24C92A495...

By:

Michael Jones

Name:

President and General Manager

Title:

8/20/2025

Date:

County of Mendocino

"Customer"

A blue ink signature of Jenine Miller, consisting of a stylized 'J' followed by 'Miller'.

By:

Jenine Miller, Psy.D.

Name:

Director of Health Services

Title:

8/20/25

Date:



INOVALON, INC
CUSTOMER SUPPORT SERVICES AGREEMENT
EXHIBIT A

THIS CUSTOMER SUPPORT SERVICES AGREEMENT (the "Support Services Agreement") is made and entered into September 1, 2025 (the "Services Agreement Effective Date"), by and between Inovalon, Inc. (together with any of its Affiliates performing Services hereunder for Customer, collectively, "Inovalon"), and County of Mendocino ("Customer"). Customer and Inovalon are parties to a Master Software and Services Agreement dated September 1, 2025 (the "Master Agreement") and this Support Services Agreement is an Annex (as defined therein) to the Master Agreement. Capitalized terms used in this Support Services Agreement have the meanings ascribed to them in the Master Agreement, unless otherwise defined herein. This Annex shall govern the use of any Support Services (as defined below) requested by Customer through an Order, as identified in such Order.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and in further consideration of the mutual promises set forth herein, Inovalon and Customer agree as follows:

1. **Customer Support.** This Support Services Agreement sets forth the general terms and conditions for the provision of customer support services (the "Support Services") by Inovalon to Customer in support of Customer's treatment, payment, and health care operations activities. The specific Support Services to be provided and any additional terms and conditions applicable to such Services, including the fees for such Services, the Term of the Services, and any additional terms and conditions agreed to by the Parties shall be as provided on the applicable Order. Each Order for Support Services signed by Inovalon and Customer is governed by and subject to this Support Services Agreement and the Master Agreement. In the event of contradiction or conflict in this Support Services Agreement and an Order, this Support Services Agreement will take precedence over each Order unless the Order expressly states otherwise.
 - (a) **Basic Support.** Basic Support includes (1) Product Implementation (as described below); (2) Authorized User-level support to assist users in navigation, answer questions on use of features and functions, technical support, resolution of account and access issues; and (3) Ongoing monitoring of Services to ensure reliable and efficient operating of Subscribed Products.
 - (i) Basic Support provides (1) on-demand access by Authorized Users to Inovalon's customer support center online at <https://support.inovalon.com> (the "Customer Support Portal"), which includes self-service access to Documentation (including training materials), service request case creation, and chat options, and (2) during normal business hours, technical support by telephone via Inovalon's toll-free Helpdesk Support line at 800.591.9229. Normal business hours occur Monday-Friday from 8 am to 8 pm ET, excluding Federal and Inovalon holidays. Inovalon will respond in accordance with the standard Target Support Time based on the severity described in Table C-1.
 - (ii) Product Implementation: Inovalon and Customer will work together to enable Customer's use of any Subscribed Product for which implementation is required. Customer agrees to act in good faith to provide requested information to Inovalon, provide data in compliance with specification guides, attend implementation meetings, execute applicable responsibilities, schedule, and actively participate in available Subscribed Product training. Inovalon and Customer agree to conduct joint implementation activities to review project status reports, review project plan activities, review outstanding issues and resolution, and communicate new issues or potential risks. Each party shall make appropriate resources available for planning sessions, status meetings, telephone consultation, and otherwise as reasonably required to facilitate the implementation of the applicable Subscribed Products.
 - (b) **Standard Support.** In addition to Basic Support, Standard Support includes extended live support hours Monday through Sunday, 8:00AM - 11:00PM ET.
 - (i) Service Hours. Customer will receive 40 Service Hours (as defined below) annually.
 - (c) **Enterprise Support.** In addition to the support provided under Basic and Standard Support, Enterprise Support includes:
 - (i) Rapid Response Times. Rapid Target Response Time will be based on the severity described in Table C-1.
 - (ii) Service Hours. Customer will receive 150 Service Hours annually.
 - (iii) Technical Account Manager (TAM). Customer will receive access to TAM Support (as defined below).
 - (iv) Customer will be invited to participate in product feature discussions and semi-annual TAM-hosted support and product business reviews.
 - (v) Customer will receive access to: (1) Inovalon's self-service Learning Center, which includes training courses for the Subscribed Products; and (2) quarterly 30-minute learning sessions with an SME.
 - (d) **Signature Support.** In addition to the support provided under Basic, Standard, and Enterprise Support, Signature Support includes the following:
 - (i) Extended operating hours to 24x7: Sunday – Saturday 12:00-12:00 ET.
 - (ii) Customer will be invited to participate in quarterly support and product business reviews, and semi- annual TAM-hosted reviews.



- (iii) Customer will receive access to: (1) four 30-minute learning sessions with an SME; (2) additional quarterly learning sessions with an SME; and (3) learning content tailored to Customer.
- (iv) Service Hours. Customer will receive 200 Service Hours annually.
- (v) Technical Account Manager (TAM). Customer will receive access to TAM Support.

2. Service Hours. Customer may leverage Service Hours for Professional Services ("PS") or Technical Account Manager ("TAM") Support. Service Hours will be billed in hourly increments. If Customer exceeds the allocated number of Service Hours, the Client will be invoiced for the Service Hour Overage Fee set forth in the applicable Order. Unused Support hours for a given year will expire and be forfeited at the end of that calendar year. In addition to the Service Hours included as part of the elected Support Tier above, Customer may elect to purchase individual Service Hours as set forth in the applicable Order.

(a) Service Hours Support

- (i) PS Support: Support that requires assistance from Customer's designated Professional Services Manager, including data management, data mapping, data integration issues, measure rate analysis and Customer audits. Billed in 30-minute increments.
- (ii) Complex PS Support. Advanced business analytics, data analysis, custom query development and/or support and/or measure design/implementation. Complex PS Support will be billed as 2 units of time for every 1 hour.
- (iii) TAM Support. TAM support includes advanced technical support and guidance. Upon request of Customer, the TAM will work with Customer to understand Customer's use of the Subscribed Products and provide guidance on how the Subscribed Products may be used to meet Customer's needs. TAM Support will be billed as 2 units of time for every 1 hour.
- (iv) After-Hours Monitoring and Advanced Support. Customer requested after-hours monitoring and advanced Support may be requested. Service Hours will be billed as 2 units of time for every 1 hour. Inovalon reserves the right to decline to provide this optional service based upon capacity and resources requested by the Customer.

(b) Exceptions to Service Hours. The following items are excluded from Support Services and may be provided under the terms of a specific Order:

- (i) Service Bureau responsibilities as outlined in the Software Subscription Agreement.
- (ii) Reasonable HEDIS Roadmap-associated audit support.
- (iii) Certain standard reporting required to ensure Customer has appropriate visibility into its Inovalon programs, which doesn't require customization.
- (iv) Any additional consulting or other professional services provided pursuant to additional scoping as set forth in an applicable Order.

3. Error and Incident Support Guidelines.

- (a) Error Notification. Customer will promptly notify the Inovalon ONE® Support Helpdesk of any errors, service interruptions, or delays (each, an "Error") in the Subscribed Product of which it becomes aware (an "Error Notification") via Inovalon's Helpdesk Support Line (during normal business hours) or the Customer Support Portal.
- (b) Support Incident Triage. Inovalon will triage each Error Notification and assign the corresponding Support Incident a severity level of 1, 2, 3, or 4 based on the definitions provided in the table below (each, the "Severity Level"). For clarity, if Customer leaves a recorded message when it makes a service call outside of normal business hours, it will be triaged as a Severity Level 4 Support Incident and Inovalon will respond back to Customer within the applicable Target Response Time set forth in the table below.
- (c) Service Outages. Inovalon will continuously and proactively monitor the Subscribed Product and its related environments. Under exceptional circumstances, Inovalon may experience the need for emergency maintenance outside of the hours of Routine Maintenance, during which time the applicable cloud services will be unavailable to Customer ("Service Outage"). Inovalon will use reasonable efforts to notify Customer as promptly as possible of any actual or anticipated Service Outage, but in no event less than 15 minutes prior to a Service Outage.
- (d) Support Incident Response and Resolution Times. Inovalon will respond to each Error Notification or Service Outage (collectively, "Support Incident") in accordance with the severity level and corresponding target response time (collectively, the "Response Protocol") set forth in the table below. Inovalon will ensure that any technical personnel assigned to the Response Protocol possess the necessary technical knowledge as it relates to the impacted Hosting Service(s).

Severity			Target Response Times	
Level	Incident Impact Type	Definition	Basic / Standard Support	Enterprise / Signature Support
Severity 1	Critical	System wide outage in the production environment.	30 minutes	15 minutes
Severity 2	High	Incident with moderate business impact which significantly disrupts conventional use with no acceptable workaround.	4 hours	1 hour



Severity 3	Medium	System defect or temporary loss of services where the impact is an inconvenience that may require a procedure or workaround to restore or achieve functionality.	1-3 business days	1 business day
Severity 4	Low	Service request, information inquiry or documentation clarification.	3-5 business days	1-5 business days

Table 1: Response Protocol Table

- (e) **Resolution Protocol.** Inovalon will work to resolve Support Incidents and notify Customer of the progress of resolution based on the Response Protocol. If Inovalon reaches a recorded message when it responds to Customer, such obligation of Inovalon shall be deemed satisfied so long as Inovalon leaves a message within the target response time. Inovalon will provide Customer with regular updates on Support Incident Resolution, and within a reasonable timeframe will provide a root-cause analysis with short- and long-term plans of resolution.
- (f) **Customer Cooperation.** Upon Inovalon's receipt of the Error Notification, Customer and Inovalon will cooperate to identify the severity level of each Error. Upon Inovalon's reasonable request, Customer will participate in the resolution of Support Incidents. Where Customer's failure to notify Inovalon of an Error or to cooperate in the resolution of a Support Incident prevents Inovalon from resolving such Support Incident, such Customer failure negates any credits that would be otherwise incurred for failure to respond as set forth herein.
- 4. Term.** This Services Agreement shall be effective upon the Effective Date and, unless terminated earlier in accordance herewith, shall continue until the last day of the Term of any Order. This Services Agreement shall automatically renew for subsequent like terms unless either party gives the other written notice of its intention not to renew no later than ninety (90) days prior to the end of the then-current term. For the avoidance of doubt: (i) in the event Customer executes an order form after the Order Start Date then this Services Agreement will be deemed effective from the Order Start Date, and (ii) in the event Inovalon begins performing the Services before the order form is fully executed, then this Services Agreement shall be deemed effective from the date on which Inovalon begins performing the Services.
- 5. Performance of Services.** Inovalon shall devote commercially reasonable efforts to the performance of the Services in a professional manner consistent with industry standard practices.
- 6. Enterprise Use of Support Services.** Unless otherwise explicitly set forth in the applicable Order, Support Services will be available for use in conjunction with any and all Software Subscription Orders entered into under the Master Agreement.
- 7. Changes.** Either party may, at any time during the Term, request in writing changes to the Services. The parties shall evaluate and, if agreed, implement all such requested changes. No requested changes will be effective unless and until memorialized in a written amendment change order signed by both parties.

The parties, intending to be legally bound, have caused this Services Agreement to be executed by their duly authorized representatives to be effective as of the Services Agreement Effective Date.

INOVALON, INC.**"Inovalon"**

DocuSigned by:

Michael Jones

6991FC24C92A495...

By:

Michael Jones

Name:

President and General Manager

Title:

8/20/2025

Date:

County of Mendocino**"Customer"**

By:

Jenine Miller, Psy.D.

Name:

Director of Health Services


Title:

8/20/25

Date:

IN WITNESS WHEREOF


DEPARTMENT FISCAL REVIEW:

By: 
Jenine Miller, Psy.D.
Director of Health Services

Date: 8/20/25

Budgeted: No
Budget Unit: 4050
Line Item: 86-2227
Org/Object Code: MHQA99
Grant: No
Grant No.: N/A

COUNTY OF MENDOCINO

By: 
JOHN HASCHAK, Chair
BOARD OF SUPERVISORS

Date: 09/09/2025

ATTEST:

DARCIE ANTLE, Clerk of said Board

By: 
Deputy 09/09/2025

I hereby certify that according to the provisions of Government Code section 25103, delivery of this document has been made.

DARCIE ANTLE, Clerk of said Board


By: 
Deputy 09/09/2025

INSURANCE REVIEW:

By: 
Risk Management

Date: 08/19/2025

CONTRACTOR/COMPANY NAME

By: 
0991FC24C92A495...
~~Chris Ficorilli~~ Michael Jones

Date: 8/20/2025

NAME AND ADDRESS OF CONTRACTOR:

Inovalon, Inc.
4321 Collington Road
Bowie, MD 20716
619-708-8606
619-708-8606 Chris.Ficorilli@inovalon.com

By signing above, signatory warrants and represents that he/she executed this Agreement in his/her authorized capacity and that by his/her signature on this Agreement, he/she or the entity upon behalf of which he/she acted, executed this Agreement

COUNTY COUNSEL REVIEW:

APPROVED AS TO FORM:

By: 
COUNTY COUNSEL

Date: 08/19/2025

EXECUTIVE OFFICE/FISCAL REVIEW:

By: 
Deputy CEO or Designee

Date: 08/19/2025

Signatory Authority: \$0-25,000 Department; \$25,001- 50,000 Purchasing Agent; **\$50,001+ Board of Supervisors**

Exception to Bid Process Required/Completed ☒ EB# 25-166

Mendocino County Business License: Valid ☐

Exempt Pursuant to MCC Section: Located outside of Mendocino County