

DEVELOPER TERMS AND CONDITIONS

Date of Last Revision: **9/17/21**

These Terms and Conditions (these "Terms and Conditions") are made between Project Connect Inc. ("Project Connect") and you or the entity or company that you represent ("Developer"), and governs Developer's use of Project Connect's Patient Access, Provider Directory, Payer to Payer application programming interfaces and other associated access tokens, app keys, HTML scripts, sample source code, documentation, and other materials and technology made available to the Developer (collectively "Project Connect **APIs**"). If you do not have the authority to agree to these Terms and Conditions on behalf of the entity or company that you represent, or if you do not agree with these Terms and Conditions, you must not accept or agree to these Terms and Conditions and you must not download or use any part of the Project Connect API.

1. Program Registration and Acceptance of Program Terms. By downloading or otherwise using any part of the Project Connect API, Developer represents and warrants that Developer (i) has read these Terms and Conditions, understands them, and agrees to be bound by them; and (ii) has the necessary authority to enter into these Terms and Conditions, on behalf of Developer. **THESE TERMS AND CONDITIONS INCLUDE A BINDING ARBITRATION AND CLASS ACTION/JURY TRIAL WAIVER SECTION BELOW WHICH DETERMINE HOW DISPUTES WILL BE HANDLED.**

2. Confidentiality. Unless otherwise expressly provided in these Terms and Conditions, Developer agrees not to use, or disclose, duplicate, publish, release, transfer or otherwise make available any Confidential Information (as defined below) in any form to, or for the use or benefit of, any person or entity, without Project Connect's prior written consent. "Confidential Information" means financial, business or technical information that are disclosed by or for Project Connect in relation to these Terms and Conditions (including all copies, analyses and derivatives thereof) and which are marked or otherwise identified as proprietary or confidential at the time of disclosure, or which given the circumstances of their disclosure or by their nature would be understood by a reasonable person to be proprietary or confidential and includes but is not limited to: ideas, data, concepts, software, designs, drawings, techniques, models, source or object code, diagrams, charts, marketing plans or materials, pricing or product information, business strategies or plans, financial or underwriting information, customer or member information (including but not limited to individually identifiable health or financial information), lists, formulas or other similar materials. Confidential Information may be provided by or on behalf of Project Connect in tangible or intangible formats and/or on media, as well as in visual and/or oral forms. For avoidance of doubt, the Project Connect API, as well as any content, in-development features and other information disclosed to Developer by or on behalf of Project Connect, via any test, development or production environment site, are Project Connect's Confidential Information. Confidential Information does not include: (a) information that was generally known to the public at the time disclosed to Developer; (b) information that becomes generally known to the public (other than through a breach of this Section 2) after disclosure to Developer; (c) information that was rightfully in Developer's possession free of any obligation of confidentiality prior to disclosure by or on behalf of Project Connect; (d) information that is rightfully received by Developer from a third party without any restriction on disclosure; or (e) information that was

independently developed by Developer without reference to or use of Project Connect's Confidential Information. All Confidential Information is provided "AS IS." PROJECT CONNECT MAKES NO WARRANTIES, EXPRESSED OR IMPLIED, CONCERNING THE ACCURACY OR COMPLETENESS OF ANY CONFIDENTIAL INFORMATION.

3. Privacy Policy and Account Credentials. Developer should keep and maintain a policy for itself, its officers, employees, and subcontractors related to protection of Confidential Information (the "**Privacy Policy**"). Developer should make such Privacy Policy available to its employees and End Users (as defined below) of the Developer Application (as defined below). Should Developer fail to have, maintain, or display its Privacy Policy, Project Connect or any of its health plan customers shall have the right to clearly indicate so to the End Users through the Project Connect API or otherwise. Should Developer fail to appropriately protect Confidential Information, or comply with its Privacy Policy, in a manner that introduces risk to Project Connect, any of its health plan customers or End Users as identified in Project Connect's sole determination, Project Connect may restrict or terminate the use of the Project Connect API to Developer. If Developer becomes aware of any unauthorized access to any part of the Project Connect API, Developer shall immediately a) investigate and terminate the unauthorized access, b) notify Project Connect via email **PBCInteropDevhelp@project-connect.com** and c) implement controls to mitigate future attempts at such unauthorized access.

4. Developer Applications. A "Developer Application" is a mobile, website or client application created or developed by Developer that accesses, calls or otherwise uses any part of the Project Connect API. The Developer Application shall be made available to Project Connect's health plan customers and their members (collectively, "End Users") on the terms and conditions established by Developer, provided that such terms and conditions established by Developer must meet the requirements of Section 8.1. Project Connect may revoke Developer's access to the Project Connect API at any time if a) Project Connect reasonably believes, in its sole discretion, that the Developer Application violates these Terms and Conditions or b) presents any risk or harm to Project Connect, any of its health plan customers or End Users.

5. Grant of License. Subject to these Terms and Conditions, Project Connect hereby grants Developer a revocable, limited, non-exclusive, non-sublicensable, non-transferable license, only to: (a) incorporate the Project Connect API within a compliant Developer Application in order to access functionality of the Project Connect API(s), and (b) make the Developer Application available to End Users.

6. Compliance with Laws. Use of the Project Connect API is subject to United States export laws and regulations. Developer agrees to comply with all applicable U.S. and international export laws, including the Export Administration Regulations (EAR) administered by the U.S. Department of Commerce and economic sanctions administered by the U.S. Department of Treasury's Office of Foreign Assets Control (OFAC). These laws include restrictions on destinations, end-users and end-use. By accepting these Terms and Conditions, Developer confirms that it is not currently residing in a country or region currently embargoed by the U.S. and that it is not otherwise prohibited from assessing or using the Project Connect API, and the Project

Connect API shall be treated as being, “Commercial Items” as that term is defined at 48 CFR § 2.101, consisting of “commercial computer software” and “commercial computer software documentation”, respectively, as such terms are used in, respectively, 48 CFR § 12.212 and 48 CFR §§ 227.7202 & 252.227-7014(a)(1). Use, duplication or disclosure by the U.S. Government or a U.S. Government subcontractor is subject to the restrictions in this license pursuant to 48 CFR § 12.212 or 48 CFR § 227.7202. In no event shall the US Government user acquire rights in the Confidential Information beyond those specified in 48 C.F.R. 52.227-19(b)(1)-(2).

7. Prohibited Actions. Developer shall not, and shall not attempt to, do any of the following:

- Use the Project Connect API or Developer Application in violation of any applicable federal, state, and local laws;
- Develop or deploy the Project Connect API or Developer Application in a manner that violates 85 Fed. Reg. 25510 (May 1, 2020) (the “**Interoperability Mandate**”);
- Violate, or encourage or facilitate the violation of these Terms and Conditions;
- Distribute, resell, or permit access to any part of the Project Connect API to, or by, any third party (except through the Developer Applications that comply with these Terms and Conditions);
- Use the Project Connect API other than a) in accordance with the Interoperability Mandate, b) in accordance with written instructions or documentation Project Connect provides and c) in accordance with these Terms and Conditions;
- Reverse engineer, or attempt to gain unauthorized access to, the Project Connect API; or
- Use the Project Connect API or Developer Applications to submit or distribute any malware (or any undisclosed feature designed to delete, disable, or otherwise harm any software, data, device, or system) to Project Connect, any of its health plan customers or to End Users.
- Use the Project Connect API or Developer Applications to collect data related to End Users or any person that is not expressly permitted by the Interoperability Mandates.

8. Requirements for Developer Application. Developer Applications must comply with the requirements set forth in its Privacy Policy, the Interoperability Mandate, and these Terms and Conditions.

8.1 End User Notification. Developer shall provide clear and accurate information to End Users regarding the use of the Developer Application. The notice should include the following:

- A description of the Developer Application’s purpose; and
- A declaration that the use of the Developer Application requires End Users to maintain and secure an End User account with strong password; and

- Necessary disclosures to obtain End Users' consent for Developer to collect and store End User data; and
- An affirmation by Developer that use and collection of End User data will comply with the Privacy Policy and all applicable laws and regulations; and
- An HTML link to Developer's Privacy Policy and End User Terms and Conditions for Developer Application on Developer's website; and
- A disclaimer and liability release related to the use of, and the accuracy and completeness of data provided by, the Developer Application and the Project Connect API.
- An HTML link to End User Terms and Conditions for the use of and reliance on the Project Connect API a current version of which can be found at: www.ProjectConnect.com/legal/acceptable-use-policy; and
- A HTML link to the Project Connect Report Abuse form (which can be found at <https://www.ProjectConnect.com/legal/abuse>) for End Users to report any suspected abuse of the Project Connect API or Developer Application. In the event that an End User reports a suspected abuse of the Project Connect API or Developer Application by Developer, Project Connect shall, in its sole discretion, have the right to terminate Developer's access to the Project Connect API upon written notice to Developer.

8.2 Passwords and Logins. Developer will not request, obtain, or store any End User's login credentials in connection with the use of the Developer Application. Developer will not use proxies or similar functionality to automate logins to Project Connect API in connection with the use of the Developer Application.

9. Modifications to Project Connect API. The Project Connect API may be continually updated and modified. Project Connect will use reasonable efforts to update Developer via its website of major changes to the Project Connect API, however Developer is solely responsible for the ongoing compatibility of the Developer Application with the Project Connect API.

10. API Use Limits. Project Connect may, from time to time, impose a limit on the usage of the Project Connect API. Project Connect reserves the right to temporarily, and/or permanently, disable Developer's account for improper usage, as determined by Project Connect in its sole discretion.

11. Fees. The Project Connect API is provided to Developer at no charge, provided Developer complies with these Terms and Conditions and applicable laws.

12. Term and Termination.

12.1 Term. These Terms and Conditions become effective as of the date Developer downloads the Project Connect API, and receives Project Connect's approval of Developer's registration (to be given in Project Connect's sole discretion) for use of the Project Connect API (the "Effective Date"), and will remain in effect unless and until either party terminates these Terms and Conditions in accordance with the termination rights in this Agreement (the "Term").

12.2 Termination. Either party may terminate these Terms and Conditions at any time, for any reason, by written notice to the other party in accordance with the Notice Section below. Developer acknowledges and agrees that Project Connect will have no liability to Developer whatsoever in connection with the termination of these Terms and Conditions or the revocation of Developer's access to, or license for, the Project Connect API.

12.3 Survival. The following sections, and any section required to give effect to such sections, will survive termination or expiration of these Terms and Conditions: 1, 2, 3, 12.3, 13, 14, 15(a), 15.2, 15.3 and 16-25. Notwithstanding any provision of a surviving section, upon termination of these Terms and Conditions, Developer will have no further right to use the Project Connect API.

13. Warranty and Liability Disclaimer.

TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, THE PROJECT CONNECT API AND THE CONFIDENTIAL INFORMATION ARE PROVIDED "AS IS" AND "AS AVAILABLE." PROJECT CONNECT MAKES NO REPRESENTATION OR WARRANTY WHATSOEVER WITH RESPECT TO EITHER THE PROJECT CONNECT API OR ANY CONFIDENTIAL INFORMATION WHETHER EXPRESS, STATUTORY OR IMPLIED INCLUDING BUT NOT LIMITED TO IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT, ACCURACY, OR RESULTS TO BE OBTAINED. WITHOUT LIMITING THE FOREGOING, PROJECT CONNECT DOES NOT WARRANT THAT THE PROJECT CONNECT API OR CONFIDENTIAL INFORMATION WILL BE ERROR-FREE, OPERATE WITHOUT INTERRUPTIONS OR DOWNTIME, BE SECURE OR PRIVATE OR THAT ERRORS WILL BE CORRECTED.

PROJECT CONNECT MAY UPDATE OR MODIFY THE PROJECT CONNECT API, TERMINATE THESE TERMS AND CONDITIONS AND/OR DISCONTINUE DEVELOPER'S ACCESS TO THE PROJECT CONNECT API, AT ANY TIME, AND THE DEVELOPER APPLICATION MAY CEASE TO INTERACT PROPERLY (OR AT ALL) WITH THE PROJECT CONNECT API AS A RESULT OF SUCH MODIFICATION OR TERMINATION. PROJECT CONNECT HAS NO LIABILITY TO DEVELOPER OR TO END USERS OF THE DEVELOPER APPLICATION IN CONNECTION WITH ANY SUCH MODIFICATION OR TERMINATION.

14. Privacy. Project Connect processes personal information in accordance with the Project Connect Privacy Notice, a current version of which can be found at www.ProjectConnect.com/legal/privacy. By accepting these Terms and Conditions, Developer acknowledges and agrees that Project Connect and its health plan customers may make available certain information, including, but not limited to, the name and email address associated with the Developer to End Users to contact the Developer with questions regarding access to or use of the Developer Application. Additionally, Project Connect may use information about End User's and Developer's use of the Project Connect API and related development platforms and other participation with Project Connect to produce reports of such data ("Reports"). Reports may include information that is non-identifiable and information that is identifiable or attributable to Developer and may be used by Project Connect for its business purposes.

15. Intellectual Property.

15.1 Project Connect Intellectual Property.

a. Ownership. As between the parties, Project Connect retains all right, title and interest in and to the Project Connect API, including the technology and software used to provide them and any content or data (including Confidential Information) made available to Developer. Except for the limited rights to access and use the Project Connect API as set forth under these Terms and Conditions, these Terms and Conditions grants no further rights or license in any of Project Connect's intellectual property.

b. Project Connect Marks. Developer acknowledges that the Project Connect API may include Project Connect trademarks, logos, symbols, names and slogans used to distinguish its products and services ("Project Connect Marks"). To the extent Developer's use of the Project Connect API causes Project Connect Marks to appear within or in connection with the Developer Application (as determined by Project Connect in its sole discretion), then subject to these Terms and Conditions, Project Connect grants to Developer, until the expiration or termination of these Terms and Conditions, a limited, revocable, non-sublicensable, non-transferable, and non-exclusive license to display Project Connect Marks solely to identify the relationship of the parties expressed in these Terms and Conditions and as they appear when Developer uses the Project Connect API in connection with the Developer Application, and any goodwill derived from such use of Project Connect Marks shall inure solely to Project Connect's benefit. This license is subject to Developer's compliance with the Project Connect Branding Guidelines, a current version of which can be found at <https://www.ProjectConnect.com/legal/intellectual-property>, and the following conditions:

i. Developer agrees to: (a) cooperate with Project Connect to facilitate the monitoring and control of Project Connect Marks; (b) upon request, use commercially reasonable efforts to provide Project Connect promptly with specimens of its use; (c) comply with instructions of Project Connect in relation to such use, including, if so requested by Project Connect, submitting any proposed use for review and written approval (email is acceptable) by Project Connect prior to public use or dissemination and immediately remove any Project Connect Marks from Developer Application, Developer's website and Developer documentation.

ii. Developer will not at any time (a) contest or aid in contesting the validity or ownership of Project Connect Marks, or take any action in derogation of Project Connect's rights therein, or adopt or register Project Connect Marks or trade dress in any jurisdiction; or (b) remove or obscure any Project Connect Marks or other intellectual property notices in connection with using Project Connect API, or state or imply that Project Connect or any of its health plan customers endorses Developer's company, products or any Developer Applications.

15.2 Project Connect Intellectual Property. As between the parties, Developer retains all right, title and interest in and to the Developer Application (except to the extent any Project Connect API or Confidential Information are incorporated therein). Developer agrees that Project Connect or any or all of its health plan customers may acknowledge or promote the Developer Application to any or all End Users, in their sole discretion. Developer hereby grants Project Connect and its health plan customers a non-exclusive, non-transferable, limited license to use Developer's name and trademarks to promote

Developer Applications. Project Connect acknowledges that, except for this limited license, Developer retains all right, title and interest in and to Developer's name and trademarks.

15.3 Feedback and Residuals. If Developer provides or communicates any suggestions for improvements to Project Connect (collectively, "**Feedback**"), Project Connect is entitled to use the Feedback without restriction, in its sole discretion and without any obligation of compensation. Developer agrees not to provide Project Connect with any Feedback that (a) breaches obligations of confidentiality owed to a third party; (b) infringes any third party intellectual property rights or any applicable law; or (c) constitutes "spam" or is unlawful, harmful, threatening, abusive, harassing, tortuous, defamatory, libelous, obscene, vulgar, invasive of another's privacy, hateful, or racially, ethnically, or otherwise objectionable. Developer agrees to grant and hereby grants Project Connect and its affiliates a perpetual, non-exclusive, worldwide, irrevocable license to use, reproduce, modify, license, sublicense (through multiple tiers of sublicensees), distribute (through multiple tiers of distributors) and otherwise commercialize and exploit any Feedback without the payment of any fees or royalties to Developer. Project Connect has no obligation to respond to Feedback or to incorporate Feedback into the Project Connect API. Developer further agrees that Project Connect shall be free to use any general knowledge, skills and experience, (including, but not limited to, ideas, concepts, know-how, or techniques) ("**Residuals**"), contained in Feedback, Developer products and/or Developer's confidential information voluntarily provided to Project Connect and which are retained in the memories of Project Connect's employees, agents, or contractors who have had access to such Residuals. Project Connect shall have no obligations to limit or restrict the assignment of such employees, agents or contractors or to pay fees or royalties for any work resulting from the use of Residuals.

16. No Competitive Use. Developer specifically agrees not to use or access the Project Connect API or Confidential Information or create Developer Applications (a) if Developer is a direct competitor of Project Connect, or (b) to monitor the availability or performance of any Project Connect products or services, or (c) for any benchmarking or other purposes competitive to Project Connect.

17. Limited Liability; Exclusion of Certain Damages. EXCEPT TO THE EXTENT THAT ANY EXCLUSION OR LIMITATION OF LIABILITY IS VOID, PROHIBITED OR UNENFORCEABLE BY APPLICABLE LAW, IN NO EVENT SHALL PROJECT CONNECT BE LIABLE CONCERNING THE SUBJECT MATTER OF THESE TERMS AND CONDITIONS, REGARDLESS OF THE FORM OF ANY CLAIM OR ACTION (WHETHER IN CONTRACT, NEGLIGENCE, STRICT LIABILITY OR OTHERWISE), FOR ANY (A) LOSS OF DATA, LOSS OR INTERRUPTION OF USE OF ANY PART OR ALL OF THE PROJECT CONNECTION API, OR COST OF PROCURING SUBSTITUTE TECHNOLOGY, GOODS OR SERVICES, (B) INDIRECT, PUNITIVE, INCIDENTAL, RELIANCE, SPECIAL, EXEMPLARY OR CONSEQUENTIAL DAMAGES INCLUDING, BUT NOT LIMITED TO, LOSS OF BUSINESS, REVENUES, PROFITS OR GOODWILL OR (C) AGGREGATE DAMAGES IN EXCESS OF \$100, EVEN IF PROJECT CONNECT HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THESE LIMITATIONS ARE INDEPENDENT FROM ALL OTHER PROVISIONS OF THESE TERMS AND CONDITIONS AND SHALL APPLY NOTWITHSTANDING THE FAILURE

OF ANY REMEDY PROVIDED HEREIN.

18. Indemnification. Developer agrees to indemnify and hold harmless Project Connect and its corporate affiliates and health plan customers and its and their directors, officers, employees, successors, assigns and agents from and against any claim, action, proceeding or cause of action by a third party, and all resulting loss, damages, settlement, penalty, cost, expense and liability (including but not limited to reasonable attorney fees and expenses), arising out of or related to: (a) Developer's breach of these Terms and Conditions; (b) Developer Applications; (c) any claims from End Users of Developer Applications; and (d) Developer's violation of any law or regulation or the rights of any third party.

19. Binding Arbitration. In the event of any claim against or dispute or controversy with Project Connect arising out of or relating to these Terms and Conditions, including use of the Developer Application, or Project Connect APIs, (collectively, "**Disputes**"), Developer agrees to first contact Project Connect by U.S. Mail at 4730 University Way NE, Suite 104 PMB Seattle, WA 98105 and attempt to resolve the Dispute with Project Connect informally. In the unlikely event that Project Connect has not been able to resolve such Dispute it has with Developer within 60 days of original informal claim (or sooner if, in Project Connect's opinion, a Dispute is not likely to be resolved within 60 days), Developer and Project Connect each agree to resolve any such Dispute (excluding any Project Connect claims for injunctive or other equitable relief) by binding arbitration before an arbitrator from Judicial Mediation and Arbitration Services ("JAMS") located in Seattle, Washington under the Optional Expedited Arbitration Procedures then in effect for JAMS, except as provided herein. The arbitration will be conducted in King County, Washington (or the nearest JAMS office to King County), unless Developer and Project Connect agree otherwise. Nothing in this Section shall prevent either party from seeking injunctive or other equitable relief from any courts as necessary to prevent the actual or threatened infringement, misappropriation, or violation of that party's data security, intellectual property rights, confidentiality rights, or other proprietary rights. If for any reason this agreement to arbitrate is found not to apply to a Dispute and as a result a Dispute proceeds in court rather than in arbitration, the dispute shall be exclusively brought in state or federal court in King County, Washington.

ALL CLAIMS MUST BE BROUGHT IN THE PARTIES' INDIVIDUAL CAPACITY, AND NOT AS A PLAINTIFF OR CLASS MEMBER IN ANY PURPORTED CLASS OR REPRESENTATIVE PROCEEDING. THIS WAIVER APPLIES TO CLASS ARBITRATION UNLESS SUCH ARBITRATION IS NECESSARY TO EFFECTUATE THE ENFORCEMENT OF THE COURT CLASS ACTION WAIVER OR IN THE EVENT THAT CLASS ARBITRATION IS EXPRESSLY AGREED TO BY PROJECT CONNECT. DEVELOPER AGREES THAT, BY ENTERING INTO THESE TERMS AND CONDITIONS, DEVELOPER IS WAIVING THE RIGHT TO A TRIAL BY JURY OR TO PARTICIPATE IN A CLASS ACTION. DEVELOPER MAY OPT OUT OF THE FOREGOING ARBITRATION AND CLASS ACTION/JURY TRIAL WAIVER PROVISION

OF THESE TERMS AND CONDITIONS BY NOTIFYING PROJECT CONNECT IN WRITING WITHIN 30 DAYS OF COMMENCEMENT OF USE OF PROJECT CONNECT API (WHICHEVER IS EARLIER) UNDER THESE TERMS AND CONDITIONS. SUCH WRITTEN NOTIFICATION MUST BE SENT TO ATTN: 4730 University Way NE, Suite 104 PMB Seattle, WA 98105 AND MUST INCLUDE (1) DEVELOPER NAME, (2) DEVELOPER ADDRESS, (3) THE REFERENCE TO THE PROJECT CONNECT TERMS AND CONDITIONS THAT THE NOTICE RELATES TO, AND (4) A CLEAR STATEMENT INDICATING THAT DEVELOPER DOES NOT WISH TO RESOLVE DISPUTES THROUGH ARBITRATION AND DEMONSTRATING COMPLIANCE WITH THE 30 DAY TIME LIMIT TO OPT OUT.

20. Notices. If Project Connect needs to contact Developer about these Terms and Conditions (including without limitation use Project Connect API), Developer consents to receive notices by email. Notices from Developer to Project Connect will be sent to PBCInteropDevHelp@project-connect.com. Notices from Project Connect to Developer will be sent to the contact name and address or email address that Developer provides in the registration process for the Project Connect API.

21. Modifications to Terms and Conditions. Project Connect reserves the right to modify these Terms and Conditions by posting a revised version on the Project Connect website and will indicate at the top of this page the date these Terms and Conditions were last revised. We will also attempt to notify you and any impacted clients, in an email notification or through other reasonable means. Revisions will be effective fifteen (15) days after posting, except that changes addressing additional new functions or features of the Project Connect API or changes made for legal reasons will be effective immediately. Continued use of the Project Connect API after the effective date of a revision will constitute Developer's acceptance of the modified Terms and Conditions. If Developer does not agree to a revision, Developer may terminate this Terms and Conditions by providing written notice to Project Connect as provided in Section 12.2. In such event, the previous Terms and Conditions shall apply until the date of termination.

22. Advertising or Publicity. Developer shall neither use Project Connect's name (or Project Connect Marks) nor refer to the existence of these Terms and Conditions or services in publicity releases, advertising, or communication of any type without Project Connect's express prior written permission.

23. Governing Law. These Terms and Conditions are governed by the laws of the State of Washington, without regard to its conflicts of law principles. . The United Nations Convention on Contracts for the International Sale of Goods shall not apply to these Terms and Conditions. Developer hereby agrees to all terms of these Terms and Conditions in the English language.

24. Relationship of Parties. Developer and Project Connect are independent contractors to each other with respect to the activities under these Terms and Conditions and neither party is an agent or partner of the other. Developer will not have, and will not represent to any third party that it has, any authority to act on behalf of Project Connect or any of its health plan customers.

25. General. Developer agrees that Project Connect's health plan customers shall be third party beneficiaries under these Terms and Conditions with respect to the rights and obligations in these Terms and Conditions that directly affect them and that, accordingly, such health plan customers may directly enforce against Developer such rights and obligations. Developer agrees that any such notices that Project Connect sends electronically will satisfy any legal communication requirements. Developer shall direct

any legal notices or other correspondence to 4730 University Way NE, Suite 104 PMB Seattle, WA 98105 Attention: Legal Department]. Project Connect will not be liable for delay or default under these Terms and Conditions if caused by any Acts of God, war, terrorist act, government regulation, governmental travel advisories or restrictions, or other government acts, curtailment of transportation facilities, riots, disaster, fire or other casualty, epidemic, pandemic, power interruption or failure, strikes or other labor action, or any other cause outside the reasonable control of Project Connect. Developer may not transfer or assign these Terms and Conditions to a third party without the prior written consent of Project Connect. Project Connect may transfer or assign these Terms and Conditions to a third party without Developer's prior written consent, including without limitation in the event of a merger (by operation of law or otherwise), consolidation, reorganization, or change in control, or any sale of all or substantially all of Project Connect's assets related to these Terms and Conditions or similar transaction. These Terms and Conditions will bind and benefit the parties, their successors, and their permitted assigns. These Terms and Conditions represents the complete and exclusive Terms and Conditions between Developer and Project Connect with respect to Developer's use of the Project Connect API as identified herein, and these Terms and Conditions supersedes any contemporaneous or prior terms and conditions regarding the Project Connect API as identified herein, whether written or oral. If any provision of these Terms and Conditions are held to be unenforceable by a court of competent jurisdiction, then that provision is to be construed either by modifying it to the minimum extent necessary to make it enforceable (if permitted by law) or disregarding it (if not permitted by law), and the rest of these Terms and Conditions will remain in effect as written.