

TERMS AND CONDITIONS OF ACCESS AND USE

Independence Blue Cross provides you with access to its Website and Developer Portal (collectively, the "Developer Portal"), subject to the following Terms and Conditions of Access and Use ("Terms and Conditions").

Please read these Terms and Conditions carefully and completely before using the IBC Interoperability API Developer Portal available at www.devportal.ibx.com/ (collectively, the "Site") or any services or information provided through or in connection with the Site or by IBC or one of its subsidiaries or affiliates, including INDEPENDENCE BLUE CROSS, LLC, AND ITS SUBSIDIARIES AND AFFILIATES including KEYSTONE HEALTH PLAN EAST, INC. or QCC INSURANCE COMPANY (collectively, "IBC"). By logging on to the Developer Portal, activating your password and creating user identification, you agree to be bound by these Terms and Conditions as well as the policies and procedures posted on our Website under the Legal Information section, under our Website Privacy Policy and our HIPAA Notice of Privacy Practices. If you do not wish to be bound by these Terms and Conditions, policies and procedures posted on our Website under the Legal Information section, IBC's Website Privacy Policy, and IBC's HIPAA Notice of Privacy Practices, you should disconnect from this Website immediately.

These Terms and Conditions do not govern your use of other sites or apps (including services on other sites or apps) operated by IBC. The information and resources contained on and accessible through the Service, as defined in Section 1, below, are made available by IBC to certain third party developers, including the developer that employs or contracts you ("Your Company") subject to your agreement to the Terms and Conditions.

By using the Service, you affirm that you are of legal age to enter into these Terms and Conditions and are an authorized user of the Service as a representative from Your Company.

We may update these Terms and Conditions at any time and without notice. Unless stated otherwise, changes will be effective when they are posted on the Developer Portal. The Terms and Conditions are in addition to those policies and procedures that are posted on our website at www.ibx.com under the Legal Information section and under our Website Privacy Policy, which is incorporated herein by reference.

1. You and Your Company are being provided access to documentation, registration services, developer sandbox services, and other developer services related to IBC's application programming interfaces – the "Patient Access API" and the "Provider Directory API" ("APIs") – provided pursuant to the CMS Interoperability and Patient Access Final Rule (CMS-9115-F). References to "the Service" in these Terms and Conditions include your access and connection to and use of the APIs. IBC reserves the right to terminate access to the Developer Portal or Site at any time and for any reason. IBC reserves the right at any time to modify or discontinue, temporarily or permanently, the Developer Portal or Site (or any parts thereof) with or without notice. You agree that IBC will not be liable to you, Your Company, or to any third party for any modification, suspension, or discontinuance of the Developer Portal or Site.
2. IBC has created certain security procedures, including the use of passwords and user identification numbers, to assist in keeping your information confidential. You and Your Company agree to provide us with accurate, current, and complete information about yourself as requested and to maintain and promptly update your information to keep it accurate, current, and complete. These security procedures and credentials issued in accordance with these procedures are to be used only by you and Your Company and to identify any software which you are using with the APIs.

You and Your Company are responsible for maintaining the confidentiality of the password and are responsible for all activities that occur under your password. You and Your Company agree not to disclose these credentials to any third parties. You and Your Company agree to

immediately notify IBC of any unauthorized use of your password or other breach of security, and to exit from your account at the end of each session by selecting the Log out button. IBC cannot and will not be liable for any losses and/or damages arising from your failure to comply with these provisions. Except where expressly authorized by law, you and Your Company certify that you are not using another person's password or user identification to access the Developer Portal or Site. You and Your Company agree not to falsely state or otherwise misrepresent your affiliation with a person or entity to obtain access to the Developer Portal or Site. You and Your Company also agree not to copy or disseminate, electronically or otherwise, personal, or confidential information found on the Developer Portal or Site. If you are assigned developer credentials, you may only use the credentials with the application that is registered with IBC.

3. You and Your Company agree that IBC, in its sole discretion, may terminate your password, user identification (or any part thereof) or use of the Developer Portal or Site for any reason, including, for lack of use or if IBC believes that you or Your Company have violated the Terms and Conditions. IBC may also revoke your developer credentials if you use or attempt to use them with another application or product that has not been registered with IBC. You and Your Company agree that IBC will not be liable to you, Your Company, or any third party for any termination of your access to the Developer Portal or Site.
4. Subject to these Terms and Conditions and in accordance with the API documentation and applicable law, including the CMS Interoperability and Patient Access Final Rule (CMS-9115-F), you and Your Company may only use (a) the Patient Access API to retrieve, with the approval and at the direction of an applicable IBC enrollee or the enrollee's personal representative, certain data, as applicable, concerning claims submitted for adjudication, encounter data from capitated providers, formulary data, and certain clinical data, if IBC maintains any such data; (b) the Provider Directory API to retrieve, as applicable, certain IBC provider and pharmacy directory information; (c) the developer sandbox services to test your application's connection to the APIs.
5. You and Your Company may not (a) access the APIs by means other than an application that has been registered with IBC to access the APIs, (b) decompile, disassemble, reverse engineer, or otherwise attempt to derive, reconstruct, identify, or discover any source code, underlying ideas, or algorithms of the Service by any means, except to the extent that the foregoing restriction is prohibited by applicable law, (c) remove any proprietary notices, labels, or marks from the Service. You and Your Company agree to use the Services only for lawful purposes. You and Your Company agree not to interrupt or attempt to interrupt the operation of the Service in any way. Any conduct by you that, as reasonably determined by IBC, restricts, inhibits, or interferes with the ability of any other user to use the Service (including by means of hacking or defacing any portion of the Service, or by engaging in spamming, flooding, or other disruptive activities) is prohibited. You and Your Company must not transmit or otherwise make available through or in connection with the Service any virus, worm, Trojan horse, Easter egg, time bomb, spyware, or other computer code, file, or program that is or is potentially harmful or invasive or intended to damage or hijack the operation of, or to monitor the use of, any hardware, software, or equipment.

Your use of the APIs will be subject to certain limitations on access, calls, or use as set forth within these Terms and Conditions, the API documentation, or otherwise provided by IBC. These limitations are designed to protect the security of IBC's systems, manage the load on the system, promote equitable access, and prevent abuse, and these limitations may be adjusted without notice, as reasonably determined by IBC. If IBC reasonably determines that you have attempted to exceed or circumvent these limits, your ability to use the APIs may be blocked. IBC may monitor your use of the APIs to, for example, improve the Service or to ensure compliance with these Terms and Conditions and the API documentation.

You, and Your Company, and your application may only access, connect to, and/or retrieve data from each of the APIs after you and your application have successfully registered with IBC for access to the applicable API. You may not access, connect to, retrieve data from, or use in any

way the Patient Access API except with the approval and at the direction of the applicable IBC enrollee or the enrollee's personal representative.

6. IBC owns the Service, the Developer Portal and Site and any intellectual property related to the Service, Developer Portal and Site ("IBC IP"). Parts of the IBC IP are subject to trademark, service mark, copyright, and/or other intellectual property rights and/or permissions held by IBC, the Blue Cross Blue Shield Association ("BCBSA"), and their collective suppliers and vendors. Any trademark or copyright notices may not be deleted or altered in any way. IBC's trademarks and copyrights may not be used by or Your Company in connection with your or Your Company's use of the Developer Portal and Site. You and Your Company acknowledge that these rights are valid and protected in all forms, media, and technologies existing now or hereinafter developed.
7. You and Your Company are responsible for obtaining, maintaining, and paying for all hardware, software, and all telecommunications and other services, needed for you to use the Service. When you send emails or other electronic messages to us or in connection with the Service, you are communicating with us electronically and consent to our review and analysis of such messages and to receive return communications, if any, from us electronically. You and Your Company agree that all agreements, notices, disclosures and other communications that we provide to you electronically satisfy any legal requirement that such communications be in writing.
8. Your use of the Developer Portal or Site is at your sole risk. The Developer Portal or Site are provided on an "as is" and "as available" basis. IBC expressly disclaims all warranties of any kind, whether express or implied, including, but not limited to the implied warranties of merchantability, fitness for a particular purpose and non-infringement. You and Your Company expressly understand and agree that IBC will not be liable for any direct, indirect, incidental, special, consequential, or exemplary damages for any reason resulting from the use of the Developer Portal or Site.
9. You and Your Company agree to release and hold IBC and its subsidiaries and affiliates, and their directors, officers, agents, principals or other partners, and employees, harmless from any claims, demands, damages (including, but not limited to, any punitive damages), losses, liabilities, costs and expenses, including reasonable attorneys' fees, made by any third party due to or arising out of your use of the Developer Portal or Site, any unauthorized access to, or use of the Developer Portal or Site, your or Your Company's violation of these Terms and Conditions, your or Your Company's communication of inaccurate or incomplete information, and/or your or Your Company's violation of law.
10. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT SHALL IBC OR ITS SUPPLIERS OR VENDORS, OR ITS OR THEIR RESPECTIVE EMPLOYEES, OFFICERS, DIRECTORS, AGENTS, AFFILIATES, SUPPLIERS, VENDORS, LICENSORS, CO-BRANDERS OR PARTNERS (COLLECTIVELY, THE "IBC PARTIES") BE LIABLE FOR ANY DIRECT, INDIRECT, SPECIAL, PUNITIVE, INCIDENTAL, EXEMPLARY, OR CONSEQUENTIAL DAMAGES, OR ANY DAMAGES WHATSOEVER RESULTING FROM ANY LOSS OF USE, LOSS OF DATA, LOSS OF PROFITS, BUSINESS INTERRUPTION, LITIGATION, OR ANY OTHER PECUNIARY LOSS, WHETHER BASED ON BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), PRODUCT LIABILITY, OR OTHERWISE ARISING OUT OF OR IN ANY WAY CONNECTED WITH THE USE, OPERATION OR PERFORMANCE OF THE SERVICE, WITH THE DELAY OR INABILITY TO USE THE SERVICE, ANY DEFECTS IN THE SERVICE, OR WITH THE PROVISION OF, OR FAILURE TO MAKE AVAILABLE, ANY INFORMATION, SERVICES, PRODUCTS, MATERIALS, OR OTHER RESOURCES AVAILABLE ON OR ACCESSIBLE THROUGH THE SERVICE, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

IBC shall not be liable in any way to you, Your Company, or anyone else who may use the information or content or to whom the information or content may be furnished, for any delays,

inaccuracies, unavailability, errors, or omissions therefrom or in the transmission or delivery of all or any part thereof or for any damage arising therefrom or occasioned thereby.

THE OPERATION OF THE SERVICE MAY BE AFFECTED BY NUMEROUS FACTORS BEYOND IBC'S CONTROL. THE OPERATION OF THE SERVICE, WHETHER BY IBC, ITS SUPPLIERS OR ITS VENDORS, MAY NOT BE SECURE. SECURITY AND PRIVACY RISKS CANNOT BE ELIMINATED. PASSWORD PROTECTION AND ANY OTHER SECURITY MEASURES MAY NOT PREVENT UNAUTHORIZED ACCESS TO MATERIALS YOU AND YOUR COMPANY MAY USE OR ALLOW OTHER PERSONS TO USE IN CONNECTION WITH THE SERVICE, INCLUDING MATERIALS POSTED OR SUBMITTED TO THE SERVICE.

You and Your Company acknowledge and agree that the limitations set forth above are fundamental elements of these Terms and Conditions and the Service would not be provided to You and Your Company absent such limitations.

11. IBC will not release and/or disclose personal health information to any party, including any third party vendors, unless required to do so by government or legal authorities or unless such release and/or disclosure is in accordance with applicable law and IBC's Privacy Policy. You and Your Company understand and agree that the party receiving personally identifiable information may use the personally identifiable information in accordance with applicable law.
12. You and Your Company understand that you may access the websites of third parties through the Developer Portal or Site. You and Your Company understand and agree that the websites of third parties will have their own policies and procedures (including a privacy policy) to which you will be subject. These websites are maintained by the third parties that IBC does not control. IBC recommends that you read the policies and procedures (including the privacy policy) of the websites of third parties that you access. These are available on the third party websites as well as accessible to you wherever there is access to our terms and conditions. IBC is not responsible for the privacy and security of any information you and Your Company share with that third party. When you elect to receive these services from a third party, You and Your Company agree to hold IBC harmless for any unauthorized use or disclosure of your personal information.
13. The Developer Portal or Site may include or provide links to other websites on the Internet. These other websites may provide opinions, recommendations, or other information from various individuals, organizations, or companies. In providing links to the websites of third parties, IBC does not investigate the content of such information and does not endorse, guarantee, or warrant the accuracy of such information or necessarily subscribe to any such opinions or recommendations. To the extent that you make use of any link to any other website on the internet, you understand and agree your use of the websites of third parties is at your sole risk. The websites of third parties are provided on an "as is" and "as available" basis. You and Your Company expressly understand and agree that IBC will not be liable for any direct, indirect, incidental, special, consequential, or exemplary damages for any reason resulting from your use of the websites of third parties.
14. You and Your Company understand that Pennsylvania law requires that any person knowingly and with intent to defraud any insurance company or other person files an application for insurance or statement of claim containing any false information or conceals for the purposes of misleading, information concerning any material fact thereto commits a fraudulent insurance act, which is a crime and subjects such person to criminal and civil penalties.
15. Unless otherwise specified herein, these Terms and Conditions and the Privacy Policy incorporated herein constitute the entire agreement between you, Your Company and IBC with respect to the subject matter hereof, and supersede all prior and contemporaneous agreements and understandings, whether written or oral, concerning the subject matter hereof. Any

conflicting or supplementary terms proposed by you in any e-mail or other communication shall not be binding on IBC, and are hereby objected to and expressly rejected.