

Data License Agreement

This **Data License Agreement** (this "**Agreement**") is by and between Keyark, Inc., a Delaware Domestic Corporation with registered agent Keyark c/o CSC at 251 Little Falls Drive, Wilmington, DE ("**Licensor**") and the consumer of Keyark data ("**Licensee**"). Licensor and Licensee may be referred to herein collectively as the "**Parties**" or individually as a "**Party**." The agreement "**Effective Date**" is the date of electronic execution which occurs when the **Licensor** agrees to this **Agreement** by use of the service.

WHEREAS, Licensor has compiled data into the proprietary data compilation described in **Exhibit A**, and such proprietary data compilation is referred to in this Agreement as (the "**Data**"); and

WHEREAS, Licensor desires to license the Data to Licensee, and Licensee desires to license the Data from Licensor, subject to the terms and conditions of this Agreement.

NOW, THEREFORE, in consideration of the mutual covenants, terms, and conditions set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. License.

(a) License Grant. Subject to terms and conditions of this Agreement, Licensor hereby grants Licensee a non-exclusive, non-sublicensable, and non-transferable (except in compliance with Section 9(h) license to use the Data solely for Licensee's internal business purposes as set forth in **Exhibit A** (the "**Permitted Use**").

(b) Use Restrictions. Licensee shall only use the Data for the Permitted Use and shall not disclose, release, distribute, or deliver the Data, or any portion thereof, to any third party without Licensor's prior written consent. Any purpose or use not specifically authorized herein is prohibited unless otherwise agreed to in writing by Licensor. Without limiting the foregoing and except as otherwise expressly set forth in this Agreement, Licensee shall not at any time, directly or indirectly; (i) copy, modify, or create derivative works of the Data, in whole or in part; (ii) rent, lease, lend, sell, sublicense, assign, distribute, publish, transfer, or otherwise make available the Data; (iii) reverse engineer, disassemble, decompile, decode, adapt, or otherwise attempt to derive or gain access to the source of the Data or methods used to compile the Data or look up tables for classifying or grouping data, in whole or in part; (iv) remove any proprietary notices included within the Data; (v) publish, enhance, or display any compilation or directory based upon information derived from the Data; (vi) use the Data to train any artificial intelligence (AI) or machine learning algorithms or software or create any derivative works, or (vii) use the Data in any manner or for any purpose that infringes, misappropriates, or otherwise violates any **intellectual property** right or other right of any person, or that violates any applicable law.

(c) Reservation of Rights. Licensor reserves all rights not expressly granted to Licensee in this **Agreement**. Except for the limited rights and **licenses** expressly granted under this **Agreement**, nothing in this **Agreement** grants, by implication, waiver, estoppel, or otherwise, to Licensee or any third party any **intellectual property** rights or other right, title, or interest in or to the Data.

2. Fees and Payment.

(a)Fees. Licensee shall pay Licensor the fees ("**Fees**") set forth in **Exhibit A** without offset or deduction. Licensee shall make all payments hereunder in US dollars on or before the due date set forth in **Exhibit A**. If Licensee fails to make any payment when due, in addition to all other remedies that may be available: (i) Licensor 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 applicable law; and (ii) Licensee shall reimburse Licensor for all reasonable costs incurred by Licensor in collecting any late payments or interest, including attorneys' fees, court costs, and collection agency fees; and (iii) if such failure continues for 15 days following written notice thereof, Licensor may terminate delivery of Data until all past due amounts and interest thereon have been paid, without incurring any obligation or liability to Licensee or any other person.

(b)Taxes. All Fees and other amounts payable by Licensee under this **Agreement** are exclusive of taxes and similar assessments. Licensee is responsible for all sales, use, and excise taxes, and any other similar taxes, duties, and charges of any kind imposed by any federal, state, or local governmental or regulatory authority on any amounts payable by Licensee hereunder, other than any taxes imposed on Licensor's income.

3. Confidential Information and Data Security.

(a)Confidential Information. From time to time either Party may disclose or make available to the other Party information about its business affairs, products, confidential **intellectual property**, trade secrets, third-party confidential information, and other sensitive or proprietary information marked, designated, or otherwise identified as "confidential" (collectively, "**Confidential Information**"). Without limiting the foregoing, for purposes of this **Agreement**, the **Data** will be deemed Confidential Information of Licensor. Confidential Information does not include information that, at the time of disclosure is: (i) in the public domain; (ii) known to the receiving Party at the time of disclosure; (iii) rightfully obtained by the receiving Party on a non-confidential basis from a third party; or (iv) independently developed by the receiving Party. The receiving Party shall not disclose the disclosing Party's Confidential Information to any person or entity, except to the receiving Party's employees who have a need to know the Confidential Information for the receiving Party to exercise its rights or perform its obligations hereunder. Notwithstanding the foregoing, each Party may disclose Confidential Information to the limited extent required (x) in order to comply with the order of a court or other governmental body, or as otherwise necessary to comply with applicable law, provided that the Party making the disclosure pursuant to the order shall first have given written notice to the other Party and made a reasonable effort to obtain a protective order; or (y) to establish a Party's rights under this **Agreement**, including to make required court filings. On the expiration or termination of this **Agreement**, the receiving Party shall promptly return to the disclosing Party all copies, whether in written, electronic, or other form or media, of the disclosing Party's Confidential Information, or destroy all such copies and certify in writing to the disclosing Party that such Confidential Information has been destroyed. Each Party's obligations of non-disclosure with regard to Confidential Information are effective as of the Effective Date and will expire five years from the date first disclosed to the receiving Party; provided, however, with respect to any Confidential Information that constitutes a trade secret (as determined under applicable law), such obligations of non-disclosure will survive the termination or expiration of

this **Agreement** for as long as such Confidential Information remains subject to trade secret protection under applicable law.

(b)**Data Security**. Licensee shall use all reasonable legal, organizational, physical, administrative, and technical measures and security procedures to safeguard and ensure the security of the **Data** and to protect the **Data** from unauthorized access, disclosure, duplication, use, modification, or loss.

4.**Intellectual Property Ownership**. Licensee acknowledges that, as between Licensee and Licensor, Licensor owns all right, title, and interest, including all **intellectual property** rights, in and to the **Data**. Licensee further acknowledges that: (a) the **Data** is an original compilation protected by United States copyright laws; (b) Licensor has dedicated substantial resources to collect, manage, and compile the **Data**; and (c) the **Data** constitutes trade secrets of Licensor.

5.Disclaimer of Warranties.

(a)THE **DATA** IS PROVIDED "AS IS" AND LICENSOR HEREBY DISCLAIMS ALL WARRANTIES, WHETHER EXPRESS, IMPLIED, STATUTORY, OR OTHERWISE. LICENSOR 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. LICENSOR MAKES NO WARRANTY OF ANY KIND THAT THE **DATA**, OR ANY PRODUCTS OR RESULTS OF ITS USE, WILL MEET LICENSEE'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, FREE OF HARMFUL CODE, OR ERROR FREE.

(b)Keyark's instructional material may guide Lessor to links or source data from a variety of third-party web sites. Keyark provides these for informational purposes only and cannot warrant the fitness of these data sources.

6.Indemnification.

(a)Licensor Indemnification.

(i)Licensor shall indemnify, defend, and hold harmless Licensee from and against any and all losses, damages, liabilities, or costs including reasonable attorneys' fees ("**Losses**") incurred by Licensee resulting from any third-party claim, suit, action, or proceeding ("**Third-Party Claim**") that Licensee's Permitted Use of the **Data** infringes or misappropriates such third party's US intellectual property rights/US patents, copyrights, or trade secrets, provided that Licensee promptly notifies Licensor in writing of the claim, cooperates with Licensor, and allows Licensor sole authority to control the defense and settlement of such claim.

(ii)If such a claim is made or appears possible, Licensee agrees to permit Licensor, at Licensor's sole discretion, to (A) modify or replace any such infringing part of feature of the **Data** to make it non-infringing, or (B) obtain rights to continue use. If Licensor

determines that none of these alternatives are reasonably available, Licensor may terminate this **Agreement**, in its entirety or with respect to the affected part or feature of the **Data**, effective immediately on written notice to Licensee.

(iii) This Section 6(a) will not apply to the extent that the alleged infringement arises from (A) use of the **Data** in combination with data, software, hardware, equipment, or technology not provided by Licensor or authorized by Licensor in writing or (B) Licensee's violation of Section 1(b) of this **Agreement**.

(b) Licensee Indemnification. Licensee shall indemnify, hold harmless, and, at Licensor's option, defend Licensor from and against any Losses resulting from any Third-Party Claim based on Licensee's: (i) negligence or willful misconduct; or (ii) use of the **Data** in a manner not authorized by this **Agreement**, provided that Licensee may not settle any Third-Party Claim against Licensor unless such settlement completely and forever releases Licensor from all liability with respect to such Third-Party Claim or unless Licensor consents to such settlement, and further provided that Licensor shall have the right, at its option, to defend itself against any such Third-Party Claim or to participate in the defense thereof by counsel of its own choice.

(c) Sole Remedy. THIS SECTION 6 SETS FORTH LICENSEE'S SOLE REMEDIES AND LICENSOR'S SOLE LIABILITY AND OBLIGATION FOR ANY ACTUAL, THREATENED, OR ALLEGED CLAIMS THAT THE **DATA** INFRINGES, MISAPPROPRIATES, OR OTHERWISE VIOLATES ANY **INTELLECTUAL PROPERTY** RIGHTS OF ANY THIRD PARTY.

7. Limitations of Liability. IN NO EVENT WILL LICENSOR BE LIABLE UNDER OR IN CONNECTION WITH THIS **AGREEMENT** UNDER ANY LEGAL OR EQUITABLE THEORY, INCLUDING BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY, AND OTHERWISE, FOR ANY (a) CONSEQUENTIAL, INCIDENTAL, INDIRECT, EXEMPLARY, SPECIAL, ENHANCED, OR PUNITIVE DAMAGES, (b) INCREASED COSTS, DIMINUTION IN VALUE, OR LOST BUSINESS, PRODUCTION, REVENUES, OR PROFITS, (c) LOSS OF GOODWILL OR REPUTATION, (d) USE, INABILITY TO USE, LOSS, INTERRUPTION, DELAY, OR RECOVERY OF ANY **DATA** OR BREACH OF **DATA** OR SYSTEM SECURITY, OR (e) COST OF REPLACEMENT GOODS OR SERVICES, IN EACH CASE REGARDLESS OF WHETHER LICENSOR WAS ADVISED OF THE POSSIBILITY OF SUCH LOSSES OR DAMAGES OR SUCH LOSSES OR DAMAGES WERE OTHERWISE FORESEEABLE. IN NO EVENT WILL LICENSOR'S AGGREGATE LIABILITY ARISING OUT OF OR RELATED TO THIS **AGREEMENT**, UNDER ANY LEGAL OR EQUITABLE THEORY, INCLUDING BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY, AND OTHERWISE, WILL NOT EXCEED THE AMOUNT PAYABLE IN THE PRIOR 12 MONTHS FOR THE SERVICE THAT IS THE SUBJECT OF THE CLAIM FOR DAMAGES.

8. Term and Termination

(a) Term. The term of this **Agreement** begins on the Effective Date and, unless terminated earlier pursuant to any of this **Agreement's** express provisions, will continue in effect for 1 year from such date (the "[Initial] Term"), or the date that **Data** was last received, whichever is more recent.

(b)Termination. In addition to any other express termination right set forth elsewhere in this **Agreement**:

(i)Licensor may terminate this **Agreement**, effective on written notice to Licensee, if Licensee: (A) fails to pay any amount when due hereunder, and such failure continues more than 30 days after Licensor's delivery of written notice thereof; or (B) breaches any of its obligations under Section 1(b) or Section 3. Licensor may, upon reasonable notice terminate all or part of the Agreement in relation to a data offering which is being discontinued.

(ii)either Party may terminate this **Agreement**, effective on written notice to the other Party, if the other Party materially breaches this **Agreement**, and such breach: (A) is incapable of cure; or (B) being capable of cure, remains uncured 30 days after the non-breaching Party provides the breaching Party with written notice of such breach; or

(iii)either Party may terminate this **Agreement**, effective immediately upon written notice to the other Party, if the other Party: (A) becomes insolvent or is generally unable to pay, or fails to pay, its debts as they become due; (B) files, or has filed against it, a petition for voluntary or involuntary bankruptcy or otherwise becomes subject, voluntarily or involuntarily, to any proceeding under any domestic or foreign bankruptcy or insolvency law; (C) makes or seeks to make a general assignment for the benefit of its creditors; or (D) applies for or has appointed a receiver, trustee, custodian, or similar agent appointed by order of any court of competent jurisdiction to take charge of or sell any material portion of its property or business.

(c)Effect of Expiration or Termination. Upon expiration or earlier termination of this **Agreement**, the **license** granted hereunder will also terminate, and, without limiting Licensee's obligations under Section 3, Licensee shall cease access to fresh **Data**. No expiration or termination will affect Licensee's obligation to pay all Fees that may have become due before such expiration or termination, or entitle Licensee to any refund.

(d)Survival. Any rights, obligations, or required performance of the parties in this **Agreement** which, by their express terms or nature and context are intended to survive termination or expiration of this **Agreement**, will survive any such termination or expiration, including the rights and obligations set forth in this Section 8(d) and Section 2, Section 3, Section 4, Section 6, Section 7, and Section 9.

9.Miscellaneous.

(a)Entire Agreement. This **Agreement**, together with any other documents incorporated herein by reference and all related Exhibits, constitutes the sole and entire **agreement** of the Parties with respect to the subject matter of this **Agreement** and supersedes all prior and contemporaneous understandings, **agreements**, and representations and warranties, both written and oral, with respect to such subject matter. In the event of any inconsistency between the statements made in the body of this **Agreement**, the related Exhibits, and any other documents incorporated herein by reference, the following order of precedence governs: (i) first, this **Agreement**, excluding its Exhibits; (ii) second, the Exhibits to

this **Agreement** as of the Effective Date; and (iii) third, any other documents incorporated herein by reference.

(b)Notices. All notices, requests, consents, claims, demands, waivers, and other communications hereunder (each, a "**Notice**") must be in writing and addressed to the Parties at the addresses set forth on the first page of this **Agreement** (or to such other address that may be designated by each Party from time to time in accordance with this Section). The Parties shall deliver Notices by personal delivery, nationally recognized overnight courier (with all fees pre-paid), facsimile, or email (with confirmation of transmission), or certified or registered mail (in each case, return receipt requested, postage pre-paid). Except as otherwise provided in this **Agreement**, a Notice is effective only: (i) upon receipt by the receiving Party, and (ii) if the Party giving the Notice has complied with the requirements of this Section.

(c)Force Majeure. In no event shall either Party be liable to the other Party, or be deemed to have breached this **Agreement**, for any failure or delay in performing its obligations under this **Agreement**, if and to the extent such failure or delay is caused by any circumstances beyond such Party's control, including, without limitation, the following force majeure events: (i) acts of God; (ii) flood, fire, earthquake, epidemics or explosion; (iii) war, invasion, hostilities (whether war is declared or not), terrorist threats or acts, riot or other civil unrest; (iv) government order, law, or actions; (v) embargoes or blockades in effect on or after the date of this **Agreement**; (vi) national or regional emergency; (vii) strikes, labor stoppages or slowdowns, or other industrial disturbances; (viii) shortage of adequate power or transportation facilities; (ix) cyberattacks that render the business inoperable; and similar events beyond the reasonable control of the Party.

(d)Amendment and Modification; Waiver. No amendment to or modification of this **Agreement** is effective unless it is in writing and signed by an authorized representative of each Party. No waiver by any Party of any of the provisions hereof will be effective unless explicitly set forth in writing and signed by the Party so waiving. Except as otherwise set forth in this **Agreement**, (i) no failure to exercise, or delay in exercising, any rights, remedy, power, or privilege arising from this **Agreement** will operate or be construed as a waiver thereof, and (ii) no single or partial exercise of any right, remedy, power, or privilege hereunder will preclude any other or further exercise thereof or the exercise of any other right, remedy, power, or privilege.

(e)Severability. If any provision of this **Agreement** is invalid, illegal, or unenforceable in any jurisdiction, such invalidity, illegality, or unenforceability will not affect any other term or provision of this **Agreement** or invalidate or render unenforceable such term or provision in any other jurisdiction. Upon such determination that any term or other provision is invalid, illegal, or unenforceable, the Parties shall negotiate in good faith to modify this **Agreement** so as 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.

(f)Governing Law; Submission to Jurisdiction. This Agreement is governed by and construed in accordance with the internal laws of the State of Delaware without giving effect

to any choice or conflict of law provision or rule that would require or permit the application of the laws of any jurisdiction other than those of the State of Delaware.

(g)Binding Arbitration. Any dispute arising out of or in connection with this Agreement, including any question regarding its existence, validity or termination, shall be referred to and finally resolved by arbitration under the Rules of the American Arbitration Association ("AAA"), which rules are deemed to be incorporated by reference into this clause. Any arbitration commenced pursuant to this clause shall be administered by the AAA. The appointing authority shall be the AAA. The standard AAA Administrative Procedures and Schedule of Costs shall apply. The number of arbitrators shall be one. The place of arbitration shall be San Francisco, California, United states. The language to be used in the arbitral proceedings shall be English.

(h)Assignment. Licensee may not assign or transfer any of its rights or delegate any of its obligations hereunder, in each case whether voluntarily, involuntarily, by operation of law, or otherwise, without the prior written consent of Licensor, which consent shall not be unreasonably withheld, conditioned, or delayed. Any purported assignment, transfer, or delegation in violation of this Section is null and void. No assignment, transfer, or delegation will relieve the assigning or delegating Party of any of its obligations hereunder. This Agreement is binding upon and inures to the benefit of the Parties and their respective permitted successors and assigns.

(i)Export Regulation. The **Data** may be subject to US export control laws, including the Export Control Reform Act and its associated regulations. Licensee shall not, directly or indirectly, export, re-export, or release the **Data** to, or make the Data accessible from, any jurisdiction or country to which export, re-export, or release is prohibited by law, rule, or regulation. Licensee shall comply with all applicable federal laws, regulations, and rules, and complete all required undertakings (including obtaining any necessary export license or other governmental approval), prior to exporting, re-exporting, releasing, or otherwise making the **Data** available outside the US.

(j)Equitable Relief. Each Party acknowledges and agrees that a breach or threatened breach by such Party of any of its obligations under Section 3 or, in the case of Licensee, Section 1(b) would cause the other Party irreparable harm for which monetary damages would not be an adequate remedy and agrees that, in the event of such breach or threatened breach, the other Party will be entitled to equitable relief, including a restraining order, an injunction, specific performance, and any other relief that may be available from any court, without any requirement to post a bond or other security, or to prove actual damages or that monetary damages are not an adequate remedy. Such remedies are not exclusive and are in addition to all other remedies that may be available at law, in equity, or otherwise.

EXHIBIT A

Capitalized terms used but not defined in this Exhibit A have the meaning given to those terms in the **Agreement**.

A. DESCRIPTION OF DATA

The breadth of data delivery is dependent on which data product(s) are selected. The Licensor data products are fundamentally derived from the CMS mandated health plan price transparency machine readable files (MRF), which are mandated for public distribution beginning 01-July-2022. This includes both In-Network Rate and Allowed Amounts MRF as well as related Index files. Licensor data products may include both extracts and distillations of this data, enriched by analytics based on proprietary methods, look up tables, and proprietary knowledge.

The data product options may include the list below plus newly created data products:

- MRF Explorer which provides ad hoc interrogation of MRF for narrowly tailored inquiries of negotiated rate for a given EIN, NPI(s) and Billing Codes.
- MRF Audit report which provides insight into whether the MRF adheres to best practices and CMS standards
- MRF Report which provides business insight as to negotiated rates and/or coverage

According to specific customer needs, custom data extracts and analyses may be produced, and for which the terms of this Agreement also apply.

B. NUMBER OF USERS AND OTHER RESTRICTIONS

There are no restrictions as to the number of natural person users, nor the Licensee's ability to copy data for ordinary use and backup, or to share their work product within their organization. The Licensee is not permitted to share data beyond the Permitted Use(s). The Licensee cannot repackage or release, on either a paid or free basis, any of the Data provided in this Agreement, nor any derivations of this Data, without express written permission of the Lessor. The Licensee is prohibited from creating non-natural person users (i.e. "bot accounts").

A restricted use of the Data is to provide any service that is in direct competition, in Keyark's sole discretion, with any Keyark data products as enumerated in Section A.

While Section (C) of Exhibit A presents specific situations where **Data** may be shared with parties that do not have an **Agreement** with Lessor, it is emphasized that a non-permitted use is further distribution of **Data** or statements of the fitness of an MRF based on this **Data**, including but not limited to communications with governmental regulatory bodies, either seeking regulatory approval or as verification of regulatory compliance, either State or Federal, without prior written permission.

C. PERMITTED USE(S)

Use of the Data for the benefit of Licensee in the ordinary course of its internal business operations includes (A) assessing the fitness of the specific MRF files which served as the source of Data provided by this Agreement, (B) data analysis derived from the Data, and (C) sharing the results with and within the business unit, is permitted.

An insurance provider, TPA, or vendor responsible for generation of MRFs may share **Data** with self-insured group plans for whom they prepare MRF, for the limited purpose of researching data issues and improving the quality of the MRF production.

Self-insured group plans, who rely on a third-party such as an insurance provider, TPA, or vendor for generation of their MRF may share **Data** with that third-party for the limited purpose of researching data issues and improving the quality of the MRF production.

Consultants may share **Data** with their customers as relevant to their consulting projects, as typical in the normal course of a consultancy, including sharing **Data** or insights made on behalf of one customer with other customers. It is permissible to share extracts of **Data** as necessary to satisfy the obligatory requirements for publication in a professional or trade journal, but no more than the minimum amount of **Data** that is necessary. Should there be any question as to what is appropriate, Licensee should request written permission from the Lessor.

A non-permitted use is inclusion of the **Data** as evidence of due diligence in adhering to government mandates for health plan price transparency except data procured via licensing of the MRF Audit report.

D. FEES

Data is available on either a one-off purchase or on a subscription purchase basis. Processing and data delivery will commence upon receipt of payment.

There are no fees for Lessors while participating in Keyark Beta programs which allow for product evaluation and fitness testing. At the conclusion of any Beta program usage, Lessor will be informed that further usage will incur an upfront fee as set out in the Ordering Document.

Lessor may increase, or adjust the basis for calculating, the charges for our **Data** with effect from the start of the next subscription period (typically annually or quarterly) by giving Licensee at least 30 days written (email is sufficient) notice; any other price changes or adjustments will be as set out in the Ordering Document.

E. MRF SELECTION

The selection of machine readable files (MRF) is made by the Licensee, with possible assistance by the Licensor, either through published indices for where to locate MRFs or via email/phone support. While best practices will guide the selection of MRF, the choice of MRF cannot be guaranteed to fully satisfy the customer's unique data requirements. As the CMS standards and MRF production is still immature MRF selection can be challenging, including the necessity to perform many exploratory searches:

- Many MRFs do not yet meet CMS schema standards and may prove incompatible with Keyark processing.
- MRFs may lack desired accuracy of completeness, failing to include expected rates.
- MRFs may be imprecise, presenting multiple rates where a single rate is expected.

- CMS standards for Index files (also known as “Table of Content”) provide very little insight as to which MRF may be suitable.
- Certain payers construct their MRF files to complicate data analysis, such as using arcane naming conventions or creating a multi-part series of MRF where a single MRF file would be more suitable.

As general practice the Lessor will provide a set of MRF samples that are available on a no fee basis. There is no guarantee that these samples will reflect the freshest MRF available for the given payer and plan, nor that the same set of samples will be available on an ongoing basis.

On special request, Lessor may furnish a report and/or data extract already prepared for a prior month MRF. All terms and conditions are the same as for a freshly produced report and/or data extract.