

NAVINA PRODUCTS AND SERVICES SCHEDULE

This Navina Products and Services Schedule (this “**Schedule**”) forms part of, and is incorporated by reference into, each Order Form entered into between Navina Inc. (“**Navina**”) and the customer identified in that Order Form (“**Customer**”), and any amendment to it.

This Schedule describes the operational, commercial and technical parameters that apply to Navina’s products and services, including how Members are defined and counted, the product packages available, the Data Feeds Navina supports, third-party licensed content, and training and professional services. It supplements, and is to be read together with, the Navina Master SaaS Agreement (the “**Master SaaS Agreement**”), the Navina Business Associate Agreement (the “**BAA**”) and the Navina Service Level Agreement (the “**SLA**”).

Capitalized terms used but not defined in this Schedule have the meanings given to them in the Master SaaS Agreement or in the applicable Order Form. In the event of a conflict, the Order Form prevails over this Schedule, and the Master SaaS Agreement prevails over this Schedule, except that this Schedule controls with respect to the definition and counting of Members, the description of the product packages, and the rates published in it. The BAA controls with respect to any conflict concerning Protected Health Information.

1. Member Count

This Section 1 defines how the term Member is used for purposes of the Services and sets out the methodology for determining the Member count used for billing and reporting under the applicable Order Form. This Section 1 applies to all Navina products and services.

- 1.1. **Definitions. “Member”** means an individual who is, directly or indirectly, under the medical, administrative or contractual responsibility of Customer, including an individual attributed to or served by an Affiliated Provider, and whose data is processed, analyzed or otherwise made accessible through the Services. The terms “Member”, “patient” and “life” have the same meaning; Navina Documentation may use “patient”.

The Member types supported by Navina, and their definitions, are set out on the Navina Member Types page at <https://www.navina.ai/legal/member-types> (the “**Member Types Page**”), as updated from time to time, which is incorporated into this Schedule by reference. The plans, and the Member types eligible under Customer’s subscription, are as determined in the applicable Order Form. Where an Order Form does not specify Member types, all individuals identified under Section 1.3 are Members.

“**Patient Roster**” means the list or dataset of individuals provided by Customer or an Affiliated Provider to Navina, in the format and at the frequency agreed during onboarding, that identifies the population attributed to Customer for purposes of the Services and fee calculation. The “**Patient Roster Count**” is the number of unique individuals included in the then-current Patient Roster as of the applicable Assessment Date.

“**Cohort**” has the meaning given in Section 1.3.

“**Assessment Date**” means the date as of which Navina assesses the Member count under Section 1.4.

“**Package**” means the Standard Package or the Enterprise Package, as described in Section 2 and as specified in the Order Form.

- 1.2. **Member Categorization.** Member categories are used solely to determine the scope of the Services and the fees payable under the Order Form. Categorization is based on information supplied by Customer or derived from the Customer Data. Customer is solely responsible for the accuracy of

eligibility, enrollment, attribution and coverage information and for determining whether an individual is properly included within a given category. Navina does not determine, and makes no representation or warranty as to, any individual's plan eligibility, enrollment or attribution status.

1.3. **Population Configuration and Member Count.** The population of individuals to which the Services apply (the “**Cohort**”) is identified during onboarding and recorded in the Order Form or in the onboarding documentation, using one of the following methods:

- **Patient Roster:** the individuals included in the Patient Roster supplied by Customer. Customer may designate different Patient Rosters for different products.
- **Coverage Configuration:** the individuals in the EHR who satisfy all EHR Field Qualifiers, derived from each individual's insurance coverage as recorded in the EHR, without a manual Patient Roster.
- **EHR Custom Field:** the individuals identified in the EHR by a custom field designated by Customer and configured with Navina during onboarding.

The Cohort determines both the scope of the Services and the Member count used for billing and reporting, unless the Order Form provides otherwise. Different methods may apply to different products, Member categories or Affiliated Providers, as agreed during onboarding and recorded in the Order Form or onboarding documentation.

The Cohort is dynamic. Navina synchronizes the Cohort each time an updated Patient Roster is received or the coverage configuration changes. Where an individual is added to the Cohort, Navina will process that individual in accordance with the Package purchased.

2. Navina Products and Packages

2.1. **General.** The products, packages and optional components purchased by Customer are as set out in the Order Form. Feature-level descriptions of each product and package are set out in the Documentation, as made available and updated by Navina from time to time. Navina may add, modify, enhance or discontinue individual features from time to time.

2.2. **Navina Risk Adjustment.** “**Navina Risk Adjustment**” means Navina's risk adjustment product, which processes the Data Feeds and generates patient portraits, clinical summaries and diagnosis insights, including suspected conditions, and makes them available through the Platform. For each Member type and plan, one or more risk adjustment models may be available, as set out in the Documentation. Customer selects the risk model applicable to each plan from the available models during onboarding, and Navina generates its insights, including suspected conditions and recapture conditions, based on the models so selected. Navina Risk Adjustment is offered in two packages — the **Standard Package** and the **Enterprise Package** — as specified in the Order Form and as further set forth in Sections 2.3 and 2.4 below.

2.3. **Standard Package.** Under the Standard Package, the Services are provided in respect of those Members within the Cohort who have a scheduled visit. Specifically:

- patient portraits are generated for Members with a scheduled visit, and are refreshed in advance of a scheduled visit;
- clinical summaries and diagnosis insights, including suspected conditions, are included;
- the coder workspace is available in respect of Members with a scheduled visit; and
- RAF performance analytics and HCC engagement analytics report on Members with a scheduled visit.

2.4. **Enterprise Package.** The Enterprise Package includes all functionality of the Standard Package and extends the Services to all Members within the Cohort, whether or not a visit is scheduled. In addition to the functionality described in Section 2.3:

- patient portraits are generated for all Members within the Cohort, and do not expire;
- patient portraits are refreshed in advance of a scheduled visit and, where no visit occurs, on a recurring cadence targeted at no less than once every ninety (90) days, which is an operational target and not a service level or warranty;
- the coder workspace, RAF performance analytics and HCC engagement analytics are available in respect of all Members within the Cohort;
- HCC chase lists are included, to support prioritization of proactive patient outreach; and
- where the Reporting API is purchased, it reports on all Members within the Cohort.

2.5. **Navina for Quality Performance.** “Navina for Quality Performance” means Navina’s quality product, which generates quality and care gap insights based on care gap files and other Data Feeds. Navina for Quality Performance may be purchased as a standalone product or in bundle with Navina Risk Adjustment.

2.6. **Pediatric Functionality.** Where the Order Form includes Pediatric Members (as defined on the Member Types Page), the functionality of the Services relating to pediatric patients (the “**Pediatric Functionality**”) is subject to the following:

- **Scope and limitations.** The Pediatric Functionality has a more limited feature set than the Services generally, as described in the Documentation, and its clinical logic continues to develop. Such limitations are not defects, non-conformities or breaches of any warranty, service level or other commitment under the Agreement.
- **Support and service levels.** Notwithstanding anything to the contrary in the Agreement or the SLA, the Pediatric Functionality is excluded from all support and service level commitments. Navina will use commercially reasonable efforts to address issues raised in respect of the Pediatric Functionality but assumes no obligation to do so within any specified timeframe.
- **Changes.** Navina makes no commitment as to the future functionality, features or performance of the Pediatric Functionality, and may modify, suspend or discontinue it, in whole or in part, upon notice to Customer.
- **Risk adjustment models.** Patient portraits and insights for Pediatric Members are generated using the risk model(s) selected under Section 2.2 for the line of business and population associated with the applicable pediatric population. Customer acknowledges that such models may not be designed or validated for pediatric populations, and that net-new inference suspects in particular may be generated based on models that are not best suited for pediatric populations.

THE PEDIATRIC FUNCTIONALITY IS PROVIDED “AS IS” AND “AS AVAILABLE”, AND IS SUBJECT TO THE LIMITED WARRANTIES AND LIMITATION OF LIABILITY SECTIONS OF THE MASTER SAAS AGREEMENT.

3. Analytics and Reporting

3.1. **General.** Navina offers analytics and reporting functionality that provides visibility into engagement and performance (the “**Analytics Packages**”). The scope and pricing of the Analytics Packages purchased by Customer are as set out in the Order Form. Where the Enterprise Package is purchased, the Analytics Packages report on all Members within the Cohort; where the Standard Package is purchased, they report on Members with a scheduled visit.

- 3.2. **Performance Dashboards.** Performance Dashboards provide access to Navina's analytics platform, with predefined charts, metrics and reports providing insight into engagement and performance.
- 3.3. **Data Export.** Data Export enables Customer to download CSV files directly from Navina's analytics platform.
- 3.4. **Reporting API.** The Reporting API provides direct connectivity to analytics data through an application programming interface. Documentation for the Reporting API is made available to Customer. The Reporting API is an optional component and is subject to an additional annual subscription fee of USD 2,500 per instance per month or as otherwise set out in the Order Form.

4. Data Feeds, Sources and Integrations

- 4.1. **General.** Navina obtains, ingests and processes data from the sources described in this Section 4 (each, a "**Data Feed**"). These represent the standard integration options supported by Navina; additional or alternative sources may be available. The specific scope, type and combination of Data Feeds to be integrated and used is as set out in the applicable Order Form. Certain Data Feeds and integrations are subject to third-party terms available at <https://www.navina.ai/legal/third-party-product-terms>, as updated from time to time (the "**Third-Party Terms Page**"), which are incorporated into this Schedule by reference. Customer is responsible for reviewing and complying with the Third-Party Terms Page and for ensuring that its Permitted Users and Affiliated Providers do the same.
- 4.2. **EHR Data Feed and Integration.** Navina integrates bidirectionally with the electronic health record systems ("**EHRs**") of Customer and its Affiliated Providers, including push integration by API, HL7 and/or FHIR, depending on the EHR configuration. Each EHR instance, and each Navina product implemented on that instance, constitutes a unique integration (an "**Instance**") for purposes of the Order Form. Access to the EHR requires the permission of the EHR vendor, as set out in the Master SaaS Agreement. Additional terms may apply to EHR integrations, as further set out on the Third-Party Terms Page. Depending on the data source and integration type selected by Customer, each Data Feed may be integrated automatically or manually, and the user interface may be provided as the Navina Overlay, which surfaces insights and data visualization within the EHR workflow where available for the relevant EHR, or as web-based access to the Platform not presented as an overlay within the EHR, in each case as set out in, and in accordance with the pricing set forth in, the applicable Order Form.
- 4.3. **Claims Data.** Navina may ingest claims files provided by Customer or its designated third parties.
- 4.4. **Care Gap Files.** For Navina for Quality Performance customers, Navina may ingest care gap files.
- 4.5. **HCC Gap Files.** For Navina Risk Adjustment customers, Navina may ingest HCC gap files to supplement the insights Navina generates.
- 4.6. **Third Party Gap Files.** Navina may ingest files containing condition, gap or suspect suggestions generated by third parties, provided by Customer or its designated third parties, to supplement the insights Navina generates. Navina does not validate, and makes no representation or warranty as to, any third-party suggestions, which are subject to the Data Feeds Disclaimer in Section 4.11.
- 4.7. **Patient Rosters.** Navina may ingest Patient Roster files in accordance with Section 1.1.
- 4.8. **Health Information Exchange Services.** Navina maintains connectivity to national health information networks and to selected health information exchanges (collectively, the "**HIE Services**") through one or more third-party interoperability providers (each, an "**Interoperability Provider**"). The HIE Services

are an optional component, are provided only where purchased under an Order Form, and are charged as set out in the Order Form. The following terms apply:

- (a) Network terms. The HIE Services are delivered through third-party health information networks, which currently include Carequality, CommonWell Health Alliance, eHealth Exchange and networks designated under the Trusted Exchange Framework and Common Agreement (TEFCA) (each, a "**Network**"). The participation terms of those Networks, and any end-user terms that a Network requires to bind Permitted Users directly, are set out on the Third-Party Terms Page. Use of the HIE Services constitutes acceptance of those terms.
- (b) Permitted purpose. Customer may initiate queries, and may access and use data obtained, through the HIE Services solely for Treatment, as defined at 45 C.F.R. § 164.501, for or on behalf of a health care provider with a Treatment Relationship (as defined below) with the queried individual. No other purpose is permitted unless (i) expressly permitted under the terms of the applicable Network, (ii) permitted under Navina's agreement with the applicable Interoperability Provider, and (iii) designated in writing by Navina for Customer's use case — in each case, all three conditions must be met. A "Treatment Relationship" exists between a health care provider and an individual where the provider is currently providing, or has scheduled or otherwise arranged the imminent provision of, care to that individual, or where the individual is attributed to the provider under a value-based or similar care arrangement pursuant to which the provider is responsible for that individual's care.
- (c) Query scoping. Queries through the HIE Services may be initiated only in respect of Members within the Cohort. Customer may update the Cohort and the population scoping method in accordance with Section 1.3, but will not bypass, disable or circumvent the population scoping then in effect. Customer represents and warrants, on a continuing basis, that each individual in respect of whom a query is initiated has a Treatment Relationship with Customer or the applicable Affiliated Provider.
- (d) Prohibited uses. Customer will not, and will not permit any Permitted User, Affiliated Provider or other person to: (i) query or retrieve records relating to any individual with whom no Treatment Relationship exists, including any prospective, referred-but-unscheduled, marketing-stage or pre-attribution individual; (ii) misrepresent the purpose or basis of any query, including by asserting a treatment, payment or health care operations basis where no such basis exists; (iii) initiate queries for the primary purpose of risk adjustment, risk-score or Hierarchical Condition Category (HCC) opportunity analysis, coding-opportunity identification, patient acquisition, underwriting, or the evaluation of individuals for enrollment or attribution; (iv) use data obtained through the HIE Services for marketing, lead generation, underwriting, litigation support or resale; or (v) disclose such data to any person who lacks a lawful basis to receive it. For clarity, data lawfully obtained through the HIE Services for Treatment of an individual may thereafter be used by Customer for that individual's care and for Customer's health care operations in respect of that individual to the extent permitted by the applicable Network terms, the BAA and applicable law.
- (e) Provider chain. Where Customer is not itself a health care provider, Customer (i) represents that it uses the HIE Services solely as a business associate (or subcontractor business associate) acting for or on behalf of identified health care provider organizations under an unbroken chain of business associate agreements; (ii) will identify such provider organizations to Navina during onboarding and keep such identification current; and (iii) will ensure each such provider organization and any intermediary is bound by obligations no less protective than this Section 4.8.
- (f) Reciprocal response. Where Customer requests records for Treatment through a Network that imposes a reciprocal duty to respond, Customer will respond to inbound requests for records for Treatment, either by providing the requested content or by returning a standardized response indicating that the content is unavailable or cannot be exchanged, in each case subject to any restriction placed on the content by the individual under applicable law.
- (g) Audit and attestation. Navina and/or its Interoperability Providers may maintain logs of queries, including the identity of the querying user and the stated purpose or basis for each query. Customer will (i) cooperate fully and promptly with any audit, investigation or inquiry by Navina, an Interoperability Provider, a Network or a governmental authority concerning Customer's use of the HIE Services; and

(ii) within five (5) business days of Navina's request, provide a written attestation of the Treatment Relationship and purpose applicable to any queried individual or category of queries.

- (h) **Suspension.** In addition to any other rights under the Agreement, Navina may suspend or restrict the HIE Services, in whole or in part, immediately and without prior notice, where (i) Navina reasonably suspects use of the HIE Services in violation of this Section 4.8; (ii) an Interoperability Provider or Network suspends, restricts or sanctions the connectivity through which the HIE Services are provided; or (iii) suspension is required to comply with Network terms or applicable law. Navina will notify Customer of any such suspension and its basis without undue delay, and will restore the HIE Services once the underlying issue is resolved to Navina's reasonable satisfaction. No such suspension constitutes a breach of the Agreement or the SLA, and no service credits accrue in respect of it. Any violation of this Section 4.8 by Customer, a Permitted User or an Affiliated Provider is deemed a material breach of the Agreement.
- (i) **Security events.** Customer will notify Navina promptly, and in any event without unreasonable delay, on determining that any unauthorized acquisition, access, use or disclosure of data transacted through the HIE Services has occurred. Customer's obligations in respect of Permitted User credentials, identity and authority are set out in the Master SaaS Agreement.
- (j) **Query volumes.** The HIE Services are subject to the fair use and query volume limits set out in the Order Form or the Documentation. Navina may throttle queries that exceed those limits.
- (k) **Availability.** The records available through the HIE Services depend on the participation, connectivity and response behaviour of third-party Networks and their participants, and vary by geography, organization and individual. Navina does not control and does not guarantee the availability of any record in respect of any individual.

4.9. Proprietary Data Sources and Third-Party Integrations. Navina may, subject to technical feasibility, connect to Customer's proprietary data sources or to approved third-party systems for additional data ingestion. Any integration that is not part of the standard Navina offering is subject to the mutual agreement of the Parties and will carry both a one-time integration charge, determined following scoping by Navina, and a per-member-per-month charge, in each case as set out in the applicable Order Form.

4.10. File Formats and Non-Standard Files. Navina publishes normalized file format specifications for each file-based Data Feed in the Documentation. Files that conform to the applicable specification are ingested as part of the standard offering and are charged in accordance with the Order Form. Files that do not conform to the applicable specification require custom development to enable ingestion, which Navina will scope and charge as Professional Services under Section 7. This Section 4.10 applies to all file-based Data Feeds, including claims files, care gap files, HCC gap files and Patient Rosters.

4.11. Data Feeds Disclaimer. THE SERVICES DEPEND ON THE TIMELY AVAILABILITY, ACCURACY AND COMPLETENESS OF THE DATA FEEDS. THIS SECTION 4.11 APPLIES TO ALL DATA FEEDS, WHETHER SUPPLIED OR ENABLED BY CUSTOMER, AN AFFILIATED PROVIDER, A PAYER, AN EHR VENDOR, A HEALTH INFORMATION EXCHANGE OR ANY OTHER THIRD PARTY. CUSTOMER, AND WHERE APPLICABLE ITS AFFILIATED PROVIDERS AND DESIGNATED THIRD PARTIES, IS RESPONSIBLE FOR PROVIDING OR ENABLING ACCESS TO THE DATA FEEDS IN ACCORDANCE WITH NAVINA'S INTEGRATION REQUIREMENTS, AND FOR OBTAINING ALL CONSENTS, AUTHORIZATIONS AND PERMISSIONS REQUIRED FOR NAVINA TO RECEIVE AND PROCESS THEM. NAVINA DOES NOT VERIFY, AND MAKES NO WARRANTY AS TO THE ACCURACY, CURRENCY OR COMPLETENESS OF, DATA RECEIVED THROUGH ANY DATA FEED. IN THE CASE OF THE HIE SERVICES, DATA IS SOURCED FROM THIRD-PARTY NETWORKS AND THEIR PARTICIPANTS AND MAY BE INCOMPLETE, DUPLICATIVE, CONFLICTING, OUT OF DATE OR ATTRIBUTED TO THE WRONG INDIVIDUAL; SUCH DATA IS PROVIDED "AS AVAILABLE", AND TREATING PROVIDERS MUST VERIFY IT WITH THE INDIVIDUAL OR THE INDIVIDUAL'S REPRESENTATIVE BEFORE RELYING ON IT IN DIAGNOSING OR TREATING THAT INDIVIDUAL. NAVINA IS NOT LIABLE FOR ANY DELAY, INACCURACY,

OMISSION OR DEFICIENCY IN THE SERVICES TO THE EXTENT ARISING FROM INCOMPLETE, DELAYED, INACCURATE OR UNAVAILABLE DATA FEEDS. NOTHING IN THIS SECTION 4.11 LIMITS NAVINA'S OBLIGATION TO PERFORM THE SERVICES IN A PROFESSIONAL AND WORKMANLIKE MANNER.

5. Third-Party Licensed Content and Components

- 5.1. **General.** The Platform incorporates and accesses clinical terminologies, code sets, vocabularies, models and other content licensed to Navina by third parties. Certain of these are subject to use restrictions and require that notices and terms be passed through to users. The applicable third-party notices, license terms and attributions are set out on the Third-Party Terms Page, as updated from time to time, which is incorporated into this Schedule by reference. The Third-Party Terms Page also carries the terms applicable to the HIE Services under Section 4.8 and to supported EHR platforms.
- 5.2. **Clinical Terminologies and Code Sets.** The clinical terminologies and code sets currently incorporated in or accessed by the Platform include ICD-10-CM, HCPCS, CPT®, SNOMED CT®, LOINC®, RxNorm, the National Drug Code (NDC) directory, CVX, ATC, and the UMLS® Metathesaurus, through which Navina accesses and maps certain of the foregoing vocabularies. This list may change from time to time. The current list, together with the applicable notices and license terms, is maintained on the Third-Party Terms Page.
- 5.3. **Customer Responsibility.** Customer is responsible for reading, reviewing and complying with the terms set out on the Third-Party Terms Page, and for ensuring that its Permitted Users and Affiliated Providers do the same. Certain third-party licensors require a separate end-user license or a signed acknowledgement as a condition of use; where that is the case, Customer will execute and deliver it on Navina's reasonable request.
- 5.4. **Open Source Components.** The Platform may use or include third-party software, files, libraries or components subject to open source license terms, as described in the Master SaaS Agreement. A list of such components is available through the Third-Party Terms Page.
- 5.5. **Third-Party Content Disclaimer.** NAVINA DOES NOT WARRANT THE ACCURACY, COMPLETENESS, CURRENCY OR FITNESS FOR ANY PARTICULAR PURPOSE OF ANY THIRD-PARTY LICENSED CONTENT INCORPORATED IN OR ACCESSED BY THE PLATFORM. NO THIRD-PARTY LICENSOR ENDORSES NAVINA, THE PLATFORM OR THE SERVICES, AND NOTHING IN THE AGREEMENT SHOULD BE READ AS IMPLYING ANY SUCH ENDORSEMENT.
6. **Training.** Training included in the subscription is as set out in the applicable Order Form. Where Customer elects to purchase additional training, the following rates apply unless otherwise agreed: Virtual training — \$300 per hour; Onsite training — \$2,500 per person per day, excluding travel and related expenses, which are subject to Customer's prior approval.
7. **Professional Services.** Professional services that are not part of the standard Navina offering, including custom development required to ingest non-conforming files under Section 4.10, will be scoped by Navina and charged at \$375 per hour. No professional services will be performed without Customer's prior written approval.

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