

Schedule 1

Carequality® Fee Schedule

Applicant's Annual Revenue ¹ or Represented Annual Revenue ²	Annual Carequality Implementer Fee ³
>\$10 billion	\$480,000
\$2.5 - <10 billion	\$240,000
\$1.5 - <2.5 billion	\$192,720
\$1 - <1.5 billion	\$158,400
\$700 million - <1 billion	\$131,010
\$500 - <700 million	\$119,460
\$250 - <500 million	\$97,350
\$150 - <250 million	\$81,840
\$100 - <150 million	\$67,320
\$75 - <100 million	\$50,160
\$50 - <75 million	\$40,920
\$25 - <50 million	\$33,990
\$10 - <25 million	\$25,080
\$5 - <10 million	\$17,490
\$2 - <5 million	\$11,220
<\$2 million	\$8,100

¹ "Annual Revenue" means the entire organizational revenue from the most recently complete calendar year across all business lines, not limited to business lines directly participating in Carequality Exchange Activity. For organizations operating in industry sectors outside of healthcare, Annual Revenue is limited to healthcare revenue. For government agencies, professional associations, and academic institutions, annual budget is used in lieu of annual revenue.

² Most Carequality Implementers are expected to be one of the following types of organization:

- Health Information Technology (HIT) Vendors
- Health Information Exchanges (HIEs)
- Health Plans or Payers
- Personal Health Records (PHRs) or providers of other consumer-facing applications

These types of organizations are, collectively, "Candidate Implementers". Applicants who will provide access to Exchange Activities under the Carequality Framework to one or more Candidate Implementers are considered "Service Providers", whether or not they also provide connectivity to other types of organizations who are not Candidate Implementers. Carequality, in its sole discretion, will determine whether a particular organization is a Candidate Implementer. The Carequality Implementer Fee for Service Providers will be determined by aggregating the Annual Revenue of the Candidate

Implementers participating in exchange activity via the Carequality Framework through the Service Provider (the Service Provider's "Represented Annual Revenue"), or by the Service Provider's own Annual Revenue if greater than the Represented Annual Revenue.

If a Service Provider does not have any Candidate Implementers under contract to receive access to Exchange Activities via the Carequality Framework when it first executes the Carequality Connected Agreement, its initial Carequality Implementer Fee will be based on its own Annual Revenue. Prior to the Service Provider being issued a certificate for production exchange activity via the Carequality Framework, however, it shall declare to Carequality any Candidate Implementers who will be connecting through the Service Provider. The Carequality Implementer Fee for the Service Provider will then be updated to reflect the Service Provider's Represented Annual Revenue, if greater than the Service Provider's own Annual Revenue. Payment of such fee, pro-rated to reflect the remainder of the fee term and accounting for any payment made by the Service Provider based on its own Annual Revenue, must be received by Carequality prior to a certificate being issued to the Service Provider enabling it to participate in production Exchange Activity.

If, at any point after its initial go-live, a Service Provider begins providing access to Exchange Activities via the Carequality Framework to one or more other Candidate Implementers such that its Represented Annual Revenue is two or more tiers higher than previously reported, and at least six months remain in the current fee term, the Service Provider shall pay Carequality the difference between the Carequality Implementer Fee for the Service Provider's new revenue tier based on Represented Annual Revenue, and any previous payment, pro-rated to reflect the time remaining in the current annual fee term.

Otherwise, any updates to the Service Provider's Carequality Implementer Fee based on its then-current Represented Annual Revenue or its own then-current Annual Revenue will be made at the beginning of each annual fee term.

³ For Annual Implementer terms beginning on or after January 1, 2026, Carequality will allow Implementers to terminate their participation in the Carequality framework with sixty (60) days prior notice pursuant to Section 5.2 of the CCA, and receive a pro-rated refund. In the event of such termination, Carequality shall refund to Applicant a pro-rated portion of the prepaid Annual Implementer Fee, calculated in whole months with a minimum of two months, from the effective date of the termination through the end of the annual term. For the sake of clarity, if an Implementer's annual term renews in 2026, Implementer's pro-rated termination right will be only begin after renewal in 2026.

