

Claim Payments & Remittances Service (CPR)

PNC's Claim Payments & Remittances Service (CPR) enables payers to disburse claim payments and remittances to providers and members. Payers send PNC the customer's payment file, and PNC delivers payments to providers, by Electronic Funds Transfer (EFT), check or virtual credit card, and to members, by Zelle, Real Time Payments, ACH, Direct to Debit Card, PayPal/Venmo or check, along with the associated remittances. This Service is powered by ECHO Health, Inc. ("Echo Health").

Additional terms and obligations relating to virtual credit card payments are addressed in a separate Addendum to this Agreement (the "CPR Card Addendum"). Use of ePayments for member payments through this Service is subject to the ePayments Service Schedule.

PNC Obligations:

- Automatically fund payments prior to issuance.
- Make available the Payer Control Portal and Payer Resource Center web sites for managing files/payments and reporting.
- Make available outbound data files via sFTP and reporting via API.
- Maintain a database containing the preferred method of payment and format for remittance advices, as indicated by the trading partners paid by the customer.
- Maintain, for an agreed upon length of time, an electronic archive of claims paid for information reporting via a web portal ("Portal") and provide access to trading partners to reports via the Portal.
- Provide exception management, including reissuance of ACH return items as checks, handling notifications of change and reissuing lost checks.
- Maintain daily cut-off time to authorize payments of 5:00 PM ET on business days.
- Provide 1099s for all payments issued through the CPR service (payments are issued from a trust managed by Echo Health, Inc.).

Customer Obligations:

- Fully fund all payments made by the Service on the customer's behalf. In the event that a funding transfer fails, including those from plan sponsors or employers whose plans the customer administers, the customer will be notified of the failure by 10:00 AM ET on the day the rejection notice is received, and the customer must notify PNC by 4:00 PM ET that day if the corresponding payments that have not been cleared should be voided. If notice to cancel is received by that time, all outstanding payments relating to that funding transfer will be voided and will need to be re-sent to be paid. The customer will be responsible for funding any payments presented and paid before the payments could be voided. If notice to cancel is not received within the timeframe noted immediately above, the customer assumes liability for funding all payments. Payments may be returned unpaid if available funds have been depleted. The customer agrees to reimburse PNC within twenty-four (24) hours for all failed funding transfers. Any and all available funds received from the customer for other payments may be used to reimburse PNC for the failed funding transfers, if the customer does not immediately reimburse PNC as agreed herein for failed funding transfers. The customer is responsible for any fees or penalties charged as a result of the customer's actions, including, but not limited to, return or revocation of the customer's pre-funding transfer. The customer will not be paid interest on funds used to settle payments initiated through this Service.
- If the customer uses the Service to provide third-party administration services (administrative services only) for the customers with self-funded plans, the customer agrees and guarantees that the funds will be on deposit in the account the customer specifies within twenty-four (24) hours of approval of benefit payments. In addition, funds, once available, will be withdrawn from this account and deposited into a trust. Failure to fund the specified account within this time frame may result in a delay of payments from the Service. Any fines or penalties assessed to the specified account caused by the customer will be the customer's responsibility. Continued failure to fund such account within this timeframe may

result in termination of the Service. The customer agrees to provide PNC with any payment authorization forms, as necessary for the Service.

- Ensure that any and all payments requested through this Service have been properly adjudicated, are accurate and are properly authorized.
- Ensure that the payment file transactions submitted to PNC via this Service are accurate and complete, including verifying that all mail/email addresses and phone numbers are accurate. PNC makes no representation or warranty about the validity of any information submitted to PNC or generated by PNC using such information, or its compliance with any applicable law or operational rules, including reliance on addresses provided by the customer that lead to misdirected payments or HIPAA Breaches under the Business Associate Addendum.
- Manage access to online applications for the customer's organization by providing PNC with a list of newly authorized or terminated users in a timely manner, when applicable, and by performing periodic reviews of active users and the customer's levels of access to ensure that the access rights are commensurate with job responsibilities.
- Notify PNC as far in advance as possible of any changes to file formats, data content changes, transmission changes or other modifications that could cause errors or delays in processing the customer's data.
- Provide banking instructions for funding transactions and update those instructions as far in advance as possible if changes are necessary.
- Review and address any and all system generated errors related to file submission in a timely manner. PNC will not be responsible for detecting any error in any file such as, but not limited to, duplicate payments. In the event that any file contains an error, whether in the amount of a payment, payee, disbursing bank, date of payment or otherwise, the customer shall be solely responsible for taking action to correct such error.
- Disposition over-payment, under-payment, incorrect payments and return mail.
- Authorize PNC to disclose to Echo Health such information relating to the customer card payments and CPR Card Addendum as Echo Health may request from time to time.
- Understand and agree that this Service uses cloud computing, and the customer acknowledges and accepts the risks related to cloud computing.
- Understand and accept the risks relating to the fact that the customer claims/remittance advice data may be accessed from locations outside the United States for technical support purposes.
- In addition to the customer's other indemnification obligations under this Agreement, the customer agrees to indemnify PNC from any loss or liability related to (i) any modifications the customer makes to the payment file transactions; (ii) a claim by any of the customer's trading partners or providers related to incomplete or inaccurate data; (iii) misdirected payments or remittances caused by PNC's reliance on inaccurate mail/email addresses and phone numbers provided by the customer to PNC, which result in a HIPAA Breach or Security Incident as defined under the Business Associate Addendum; and (iv) over-payments, under-payments and duplicate payments.
- If the customer requires PNC to load the payees' electronic funds transfer enrollment information ("EFT Enrollment Information") as part of the customer's implementation of this Service, the customer certifies that it is accurate, complete and complies with applicable law and operational rules. The customer agrees to (a) reimburse PNC for any and all damages or costs incurred by PNC as a result of the EFT Enrollment Information, including if such information is incorrect or fraudulent, whether or not known by the customer; and (b) indemnify and defend PNC from any third-party claims related to the

same. The customer acknowledges and agrees that Echo Health, Inc. (our subcontractor) is a third-party beneficiary of this paragraph.

- If the customer terminates this Service, the customer will pay PNC any applicable fees to stop payments. Any payments outstanding as of the termination date will be cancelled and funds returned to the then-current funding account within ten (10) business days.
- This Service contains valuable intellectual property rights that are proprietary to PNC and PNC's licensors, including but not limited to Echo Health, and title thereto remains with PNC and PNC's licensors. The customer agrees that the customer does not acquire any rights, express or implied, in this Service or any third-party software incorporated therein other than those specified in this Agreement. All applicable rights to patents, copyrights, trademarks and trade secrets in this Service are and shall remain with PNC or PNC's licensors.
- THE CUSTOMER ACKNOWLEDGES AND AGREES THAT ECHO HEALTH, INC. (PNC'S SUBCONTRACTOR) IS A THIRD- PARTY BENEFICIARY OF THIS CLAIM PAYMENTS & REMITTANCES SERVICE SCHEDULE, AS WELL AS THE LIMITATION OF LIABILITY AND INDEMNIFICATION PROVISIONS IN THE AGREEMENT. IN ADDITION, THE CUSTOMER AGREES THAT, IN RELATION TO THIS SERVICE, THE TERM "INDEMNIFIED PARTIES" AS USED IN THE AGREEMENT, ALSO INCLUDES PNC'S SUBCONTRACTOR.