

SAGE HEALTHY LLC
TERMS AND CONDITIONS
FOR
MASTER BILLING SERVICES AGREEMENT

These Terms and Conditions form a part of and are incorporated into the Master Billing Services Agreement between Sage Healthy, LLC and the client identified therein (the “Agreement”).

1. Covenants of Company.

1.1 Organization/Operation. Company is a limited liability company created under Delaware law and shall at all times during the Term be and remain legally organized so as to be capable of providing Services in a manner consistent with all state and federal laws.

1.2 Provision of Company Personnel. Company shall employ or otherwise retain, at Company’s expense, and shall be responsible for selecting, training, supervising, and terminating all management, administrative, clerical, secretarial, bookkeeping, accounting, payroll, billing and collection, and other non-professional personnel as Company deems reasonably necessary and appropriate for Company’s performance of its duties and obligations under the Agreement.

1.3 Reports and Records.

1.3.1 Records. It is understood by the Parties that, in performing Services for Client, it shall be necessary for the Company to access certain records generated by Client in connection with Client’s provision of Healthcare Services. All records shall be treated in accordance with all applicable state and federal laws relating to the confidentiality of health records. All records shall be the property of and remain in the custody of Client, but Client expressly agrees that Company shall have access to such records to the extent necessary for Company to fulfill its obligations under the Agreement. Company shall maintain the confidentiality of all health records in accordance with all applicable laws and shall establish written policies and procedures for the protection of confidential information.

1.3.2 HIPAA Compliance. Company agrees not to use or further disclose any protected health information, as defined in 45 CFR Part 164 (the “Protected Health Information”), other than as permitted by the Agreement and the requirements of the federal privacy regulations as contained in 45 CFR Part 164, Subpart E (the “Federal Privacy Regulations”) and the federal security standards as contained in 45 CFR Part 164, Subpart C (the “Federal Security Regulations”). Company will implement appropriate administrative, physical and technical safeguards to protect the confidentiality, integrity and availability of and prevent the use or disclosure of Protected Health Information other than as provided for by the Agreement. Company will promptly report to Client any security incident, data breach, or use or disclosure of Protected Health Information not provided for by the Agreement of which Company becomes aware. In the event Company contracts with any subcontractor or agents to whom Company

provides Protected Health Information received from Client, Company shall include provisions in such agreements whereby the subcontractor and agent agree to the same restrictions and conditions that apply to Company with respect to such patient's Protected Health Information. Company will make its internal practices, books, and records relating to the use and disclosure of a patient's Protected Health Information available to the Secretary of Health and Human Services to the extent required for determining compliance with the Federal Privacy Regulations and the Federal Security Regulations. Notwithstanding the foregoing, no attorney-client, accountant-client, or other legal privilege shall be deemed waived by Company or Client by virtue of this Section 1.3.2. Company and Client shall enter into a Business Associate Agreement in the form attached to the Agreement as Exhibit B, the terms of which are incorporated herein.

1.3.3 Other Reports and Records. Company shall timely create, prepare, and file such additional reports and records as are determined by Company in its sole discretion to be reasonably necessary and appropriate for the purposes hereunder.

1.3.4 Return of Client Information. Within thirty (30) days following the effective date of termination or the expiration of the Agreement for any reason (the "Post-Termination Period"), Company shall return, or, at the request of Client, destroy, all content, data, hardware, software, or other materials provided by or on behalf of Client or any of its users, or derived from these materials required to support the Billing Services for the Client (the "Client Specific Materials") received from Client or created or received by Company on behalf of Client and which Company still maintains in any form. If expressly requested by Client, within five (5) business days following the termination of the Agreement, and further provided that Client's account with Company is current, Company shall, at no charge provide such data files and records in Company's standard data extract format. Client shall have the option within five (5) business days following the start of the Post-Termination Period, to specify an alternate data extract format of these data files and records. Company shall have ten (10) business days therefrom to evaluate the alternate data format and respond to Client with a cost and delivery date estimate for the technical services required to perform the requested data conversions. If Company determines the alternate data format is not technically feasible, Company and Client will use commercially reasonable efforts to mutually agree on an alternate data extract format. Unless required by law, Company shall neither retain nor bear responsibility or obligations for Client Specific Materials after the Post-Termination Period. Notwithstanding the foregoing, the obligations of Company under the Business Associate Agreement attached hereto as Exhibit C shall govern the return or destruction of Protected Health Information.

2. Indemnification; Limitation of Liability.

2.1 Indemnification by Client. Client shall indemnify, defend, and hold harmless Company, its officers, directors, employees, and agents from and against any and all claims, settlements, demands, losses, costs, expenses, obligations, liabilities, damages, recoveries, and deficiencies, including, interest, penalties and reasonable attorneys' fees and costs, that Company may incur or suffer which arise, result from, or relate to any breach of or failure by Client to perform any of its duties and/or responsibilities described in the Agreement, any act or omission of Client, including, without limitation, noncompliance with any local, state, or federal statutes, rules, or regulations, and all third-party payor rules and regulations governing health insurance payments. If Company shall receive notice of any claim arising hereunder, Company

shall give prompt written notice of such claim to Client; except that any delay or failure of notice shall not relieve Client of the obligations hereunder except to the extent such delay has materially prejudiced Client.

2.2 Indemnification by Company. Company shall indemnify, defend, and hold harmless Client, its managers, members, officers, directors, employees, and agents from and against any and all claims, settlements, demands, losses, costs, expenses, obligations, liabilities, damages, recoveries, and deficiencies, including, interest, penalties and reasonable attorneys' fees and costs, that Client may incur or suffer which arise, result from, or relate to any breach of or failure by Company to perform any of its duties and/or responsibilities described in the Agreement, any act or omission of Company, including, without limitation, noncompliance with any local, state, or federal statutes, rules, or regulations, and all third-party payor rules and regulations governing health insurance payments. If Client shall receive notice of any claim arising hereunder, Client shall give prompt written notice of such claim to Company; except that any delay or failure of notice shall not relieve Company of the obligations hereunder except to the extent such delay has materially prejudiced Company.

2.3 Limitation of Liability. Notwithstanding anything to the contrary contained in the Agreement or otherwise, the liability of Company (and of any successor to Company) to Client (or any person or entity claiming by, through, or under Client) shall be limited to an amount equal to the one (1) month's average Fees under the Agreement, calculated based on the Fees charged during the three (3) months immediately preceding receipt by Company of notice of any such claim of liability from Client.

3. Covenants of Client.

3.1 Organization/Operation. Client shall at all times during the Term be and remain legally organized to provide Healthcare Services in a manner consistent with all state and federal laws.

3.2 Professional Personnel of Client. Client shall employ or otherwise engage the services of, at Client's expense, all personnel that Client deems reasonably necessary and appropriate for Client's operation and provision of Healthcare Services, each of whom shall be subject to the applicable provisions of the Agreement (collectively, "Professional Personnel").

3.3 Compliance Program. Company is committed to complying with federal and state law and preventing fraud and abuse. Client will at all times maintain and enforce a compliance program, including applicable standards of conduct which prevent fraud and abuse. Company does not code any procedures, diagnoses, or services, and it is the sole responsibility of Client to ensure that billing is accurate and based on the actual Healthcare Services provided.

4. Fees.

4.1 Fees. In consideration of the Services to be provided by Company under the Agreement, Company shall be entitled to receive and Client shall pay to Company the fees described in Exhibit A (the "Fees"), attached thereto and incorporated therein.

4.2 Payment of Fees. Fees are payable within 15 days of Company's invoice. Payment of the Fees is acknowledged as the Parties' negotiated agreement as to the reasonable, fair market value of the Services furnished by Company pursuant to this Agreement, considering the nature and volume of the services required and the risks assumed by Company.

5. Term and Termination.

5.1 Initial and Renewal Terms. The initial term of the Agreement shall commence upon the Effective Date and continue for a period of two (2) years (the "Initial Term"), unless sooner terminated in accordance with the terms and conditions hereof. At the end of the Initial Term and each Renewal Term, the Agreement shall be automatically renewed for an additional one (1) year period (each a "Renewal Term"), unless either Party provides notice to the other at least ninety (90) days prior to the end of the then-current Initial Term or Renewal Term that such Party desires to terminate the Agreement at the end of then-current Initial Term or Renewal Term. For purposes of the Agreement, the Initial Term and any Renewal Terms may be referred to herein collectively as the "Term."

5.2 Termination. In addition to each Party's rights specified in Section 5.1 above, the Agreement may be terminated as provided in the TAC in accordance with the following:

5.2.1 Termination by Agreement. In the event Client and Company mutually agree in writing, the Agreement may be terminated on the date specified in such written agreement.

5.2.2 Termination without Cause. Either Party may terminate the Agreement at any time after the Initial Term (also known as the "Minimum Term"), for any reason or no reason, upon providing the other Party at least ninety (90) calendar days' prior written notice ("Notice of Termination"). The ninety (90) calendar day period after the delivery of such Notice of Termination will hereafter be referred to as the "Transition Phase." Upon the effective date of termination, each of the Parties' obligations hereunder shall cease (except those obligations that explicitly survive termination, as provided herein). Notwithstanding the foregoing, during and after the Transition Phase, Company shall continue to provide Services up to and including the effective date of termination, and Client shall pay all Fees owed for the Services of Company during and after the Transition Phase, payable according to the terms of the Agreement. Company shall not provide Services in connection with any Healthcare Services with dates of service after the effective date of termination. Client shall also be responsible, in addition to the principal amount billed, for a late fee for every thirty (30) calendar days any outstanding Fees remain unpaid, at a rate of 1.5% per month, or the maximum rate permitted by law.

5.2.3 Bankruptcy. In the event that either Party becomes insolvent, or if any petition under federal or state law pertaining to bankruptcy or insolvency or for a reorganization or arrangement or other relief from creditors shall be filed by or against either Party, or if any assignment, trust, mortgage, or other transfer shall be made of all or a substantial part of the property of either Party, or if either Party shall make or offer a composition in its debts with its creditors, or if a receiver, trustee, or similar officer or creditor's committee shall be appointed to take charge of any property of or to operate or wind up the affairs of either Party, then the other Party may by written notice immediately terminate the Agreement.

5.2.4 Default. In the event either Party shall give written notice to the other that such other Party has substantially defaulted in the performance of any material duty or material obligation imposed upon it by the Agreement, and such default shall not have been cured within thirty (30) days following the giving of such written notice, the Party giving such written notice shall have the right to immediately terminate the Agreement unless the defaulting Party shall, within said thirty (30) day period, have cured the default or have made a good faith effort to cure the default, and it is contemplated that such effort will cure the default within the following thirty (30) day period.

5.3 Suspension of Services for Client's Breach. Notwithstanding the foregoing, Company shall have the right to suspend all Services upon Client's failure to pay any invoice within ten (10) days of the date upon which payment is due, provided that Company shall immediately recommence all Services upon receiving payment of such invoice.

5.4 Effects of Termination. Upon termination of the Agreement, as provided herein, neither Party shall have any further obligations hereunder except for (a) obligations accruing prior to the date of termination, and (b) the obligations, promises, or covenants that expressly survive termination as provided in these Terms and Conditions.

5.5 Damages Upon Default. Client acknowledges that Company has invested, and will continue to invest, significant time and resources in the provision of the Services provided under this Agreement. In the event that, prior to the end of the Minimum Term, Client terminates this Agreement without cause, or Company terminates this Agreement under Section 5.2.4 herein, Company shall be entitled to the greater of (i) the minimum monthly Fee and (ii) the average Fee over the prior twelve months, for each month remaining in the Minimum Term and the Transition Phase, payable monthly.

6. Miscellaneous

6.1 Independent Relationship. It is mutually understood and agreed that Client and Company, in performing their respective duties and obligations under the Agreement, are at all times acting and performing as independent contractors with respect to each other, and nothing in the Agreement is intended nor shall be construed to create an employer/employee relationship or a joint venture relationship, or to allow Company to exercise control or direction of any nature, kind, or description over the manner or method by which Client performs Healthcare Services.

6.2 Non-Solicitation of Employees. During the Term, and for a one (1) year period thereafter, neither Party will, directly or indirectly, employ, or solicit or seek to employ, any person who is an employee of the other Party or any subsidiary or other affiliate of the other Party as of the Effective Date, or who becomes an employee of the other Party or any subsidiary or other affiliate of the other Party, during the Term. The Parties acknowledge that monetary remedies for any breach of this Section 6.2 will be inadequate to protect the aggrieved Party and that injunctive relief will be appropriate to protect such rights, along with any other legal or equitable remedies, which shall be cumulative and not exclusive of any other remedy or remedies.

6.3 Notice. All notices, demands and other communications to be given or delivered under or by reason of the provisions of the Agreement will be in writing and will be

deemed to have been given (a) when personally delivered, (b) when sent by email, facsimile, telecopy or other electronic transmission device (with transmission confirmed) and a confirmation copy is sent by certified mail, postage prepaid, return receipt requested; provided, however, that if transmission is confirmed after normal business hours of the recipient, notice shall be deemed to have been given on the next business day, (c) one day after deposit with a nationally recognized overnight courier, specifying next day delivery or (d) five days after being sent by registered or certified mail, postage prepaid, return receipt requested. Notices, demands and communications to Parties will, unless another address is specified in writing, be sent to the addresses set forth in the caption of the Agreement, or to such other address, and to the attention of such other person or officer as any Party may designate, with copies thereof to the respective counsel thereof as notified by such Party. Rejection or other refusal to accept or the inability to deliver because of a changed address of which no notice was given in accordance with the provisions hereof, shall be deemed to be receipt of the notice sent.

6.4 Legal Fees and Costs. In the event either Party brings any action for relief against the other, declaratory or otherwise, arising out of the Agreement (including actions to enforce and interpret the Agreement), the losing Party shall pay to the prevailing Party, in addition to any other relief to which such Party shall be entitled, a reasonable sum for attorneys' fees incurred in bringing such suit and/or enforcing any judgment granted therein, all of which shall be deemed to have accrued upon the commencement of such action and shall be paid whether or not such action is prosecuted to judgment. Any judgment or order entered in such action shall contain a specific provision providing for the recovery of attorney fees and costs incurred in enforcing such judgment, in addition to any other relief to which such Party shall be entitled.

6.5 Choice of Law. The Agreement shall be governed by and construed in accordance with the laws of the state of Ohio, without regard to any conflicts of laws principles.

6.6 Confidentiality.

6.6.1 "Confidential Information" means, with respect to a Party hereto, any non-public, confidential, and/or proprietary information disclosed by a Party to the other Party, whether before the Effective Date or during the Term, including, but not limited to, the pricing, fees, and terms and conditions of the Agreement; business, marketing and technical plans; strategies and information; financial information; forecasts; intellectual property; and/or the subject matter of any of the foregoing; and information concerning a Party's existing and future products and services, so long as such information (a) if provided in tangible form or in writing (*e.g.*, paper, disk, or electronic mail) is designated as "Confidential" (or which some similar legend), or (b) if provided orally, is identified as confidential at the time of disclosure. Confidential Information shall not include information which (i) is or becomes a part of the public domain through no fault of the receiving Party; (ii) was in the receiving Party's lawful possession prior to the disclosure; (iii) is lawfully disclosed to the receiving Party by a third party without restriction on disclosure or any breach of confidence; (iv) is independently developed by the receiving Party without any assistance from the other Party's information; or (v) is required to be disclosed by law, but only to the limited extent of such required disclosure.

6.6.2 The Parties agree that during the term of the Agreement and thereafter, each Party shall hold the other Party's Confidential Information in strict confidence.

The Parties agree not to make each other's Confidential Information available in any form to any third party or to use each other's Confidential Information for any purpose other than the implementation of or as specified in the Agreement. Without limiting Section 6.6.3, each Party agrees to take all reasonable steps to ensure that Confidential Information of the other Party is not disclosed or distributed by its employees, agents, or consultants in violation of the provisions of the Agreement.

6.6.3 Each Party shall ensure that its employees, agents, and consultants (a) shall be permitted access to the other Party's Confidential Information only on a need-to-know basis, and (b) are instructed regarding and agree in writing to act in accordance with the obligation of nondisclosure and non-use imposed by the Agreement.

6.6.4 Each Party acknowledges that any use or disclosure of the other Party's Confidential Information other than as specifically provided for in the Agreement may result in irreparable injury and damage to the Party. Accordingly, each Party hereby agrees that, in the event of use or disclosure by the other Party other than as specifically provided for in the Agreement, the non-using or non-disclosing Party may be entitled to immediate injunctive and/or other equitable relief as granted by any appropriate judicial body.

6.6.5 The receiving Party shall be responsible for, and indemnify the disclosing Party from and against, any noncompliance by its receiving Party's employees, agents, and consultants. In addition, the receiving Party shall promptly notify the disclosing Party in writing of any unauthorized use or disclosure of any Confidential Information.

6.6.6 Notwithstanding the foregoing, either Party can disclose the existence and terms of the Agreement as may be necessary in connection with disclosures made to, or due diligence performed by, any investors, potential investors, or acquirers of such Party.

6.6.7 The obligations of nonuse and nondisclosure in the Agreement shall not be breached by disclosure required in a judicial proceeding or governmental investigation, provided that the receiving Party (a) promptly, upon learning of such requirement to disclose Confidential Information, giving the disclosing Party notice of such requirement, (b) affords the disclosing Party an opportunity to oppose such disclosure or seek a protective order, and (c) cooperates with the disclosing Party and provides the disclosing Party all assistance that it reasonably requests in opposing such disclosure or in seeking a protective order.

6.7 All Confidential Information of the disclosing Party and any modifications, enhancements, or improvements thereto shall remain the property of the disclosing Party and, except as expressly provided herein, no license or other rights to such Confidential Information or any such modifications, enhancements, or improvements is granted or implied hereby. The receiving Party shall, upon termination of the Agreement (or earlier request) either (i) return to the disclosing Party, or (ii) destroy and upon request certify in writing such destruction, of all Confidential Information and all models, prototypes, writings, photographs, drawings, and other materials which disclose and/or contain Confidential Information of the disclosing Party as well as all excerpts, summaries, and copies thereof and worksheets and the like pertaining thereto.

6.8 Assignment. Except as may be herein specifically provided to the contrary, the Agreement shall inure to the benefit of and be binding upon the Parties hereto and their respective legal representatives, successors, and assigns; provided, however, that Client shall not assign, transfer or pledge its respective rights and obligations under the Agreement or collaterally assign or hypothecate the Agreement without the prior written consent of Company. Company shall have the right to (a) assign its rights and obligations hereunder to any affiliated party and (b) collaterally assign its interest in the Agreement and its right to collect Billing Fees hereunder to any financial institution or other third party, without the consent of Client.

6.9 Waiver of Breach. The waiver by either Party of a breach or violation of any provision of the Agreement shall not operate as, or be construed to constitute, a waiver of any subsequent breach of the same or another provision hereof.

6.10 Gender and Number. Whenever the context of the Agreement requires, the gender of all words herein shall include the masculine, feminine, and neuter, and the number of all words herein shall include the singular and plural. The term “person” when used herein shall mean an individual, partnership, joint venture, corporation, trust, government entity, and association.

6.11 Additional Assurances. Except as may be herein specifically provided to the contrary, the provisions of the Agreement shall be self-operative and shall not require further agreement by the Parties; provided, however, at the request of either Party, the other Party shall execute such additional instruments and take such additional acts as are reasonable and as the requesting Party may deem necessary to effectuate the Agreement.

6.12 Consents, Approvals, and Exercise of Discretion. Except as may be herein specifically provided to the contrary, whenever the Agreement requires any consent or approval to be given by either Party, or either Party must or may exercise discretion, the Parties agree that such consent or approval shall not be unreasonably withheld or delayed, and such discretion shall be reasonably exercised in good faith.

6.13 Force Majeure. Neither Party shall be liable or deemed to be in default for any delay or failure in performance under the Agreement or other interruption of service deemed to result, directly or indirectly, from acts of God, civil or military authority, acts of public enemy, public health emergency or governmental action related thereto, public disturbance, war, accidents, fires, explosions, earthquakes, floods, failure of transportation, strikes or other work interruptions by either Party’s employees, or any other similar cause beyond the reasonable control of either Party.

6.14 Severability. In the event any provision(s) of the Agreement is held to be invalid, illegal, or unenforceable for any reason and in any respect, if the extent of such invalidity, illegality or unenforceability does not destroy the basis of the bargain herein, such invalidity, illegality, or unenforceability shall in no event affect, prejudice, or disturb the validity of the remainder of the Agreement, which shall be in full force and effect, enforceable in accordance with its terms as if such provisions had not been included, or had been modified as provided below, as the case may be. To carry out the intent of the Parties hereto as fully as possible, the invalid, illegal or unenforceable provision(s), if possible, shall be deemed modified to the extent necessary and possible to render such provision(s) valid and enforceable. In the event the Agreement cannot

be modified to the satisfaction of the Parties hereto, then either Party may terminate the Agreement upon ten (10) days' prior written notice.

6.15 Divisions and Headings. The division of the Agreement into articles, sections, and subsections and the use of captions and headings in connection therewith are solely for convenience and shall not affect in any way the meaning or interpretation of the Agreement.

6.16 Time of Essence. Time shall be of the essence with respect to the Agreement.

6.17 Entire Agreement/Amendment. The Agreement supersedes all previous agreements (written or oral), and constitutes the entire agreement of whatsoever kind or nature existing between or among the Parties respecting the within subject matter, and no Party shall be entitled to benefits other than those specified herein. As between or among the Parties, no oral statements or prior written material not specifically incorporated herein shall be of any force and effect; the Parties specifically acknowledge that in entering into and executing the Agreement, the Parties rely solely upon the representations and agreements contained in the Agreement and no others. All prior representations or agreements, whether written or verbal, not expressly incorporated herein are superseded. The Agreement may not be amended, supplemented, canceled or discharged except by written instrument executed by all Parties hereto. The Agreement may be executed in two or more counterparts, each and all of which shall be deemed an original and all of which together shall constitute one instrument.

6.18 Rules of Construction. The Parties acknowledge that each Party and its counsel have reviewed and revised the Agreement, and the Parties hereby agree that the normal rule of construction to the effect that any ambiguities are to be resolved against the drafting Party shall not be employed in the interpretation of the Agreement or any amendments or exhibits, certificates and schedules hereto. The terms "include" and "including" shall mean without limitation by reason of enumeration. The terms "herein," "hereof," and "hereunder" and other words of similar import refer to the Agreement as a whole and not to a particular part or subdivision thereof unless otherwise clearly indicated. All references in the Agreement to Dollars or monetary payment shall be deemed to refer to U.S. Dollars.

6.19 Reproduction. The Agreement may be reproduced by any means or process including electronic or mechanical means. Any reproduction shall be admissible into evidence as the original itself in any litigation without regard to whether the original is in existence. If a Party signs the Agreement and then transmits an electronic facsimile of the signature page the recipient may rely upon the electronic facsimile as a signed original of the Agreement without modification or change unless same is noted thereon.

6.20 Compliance with Laws. The Parties enter into the Agreement with the intent of conducting their relationship in full compliance with applicable federal, state and local laws. Notwithstanding any unanticipated effect of any of the provisions herein, neither Party will intentionally conduct itself under the terms of the Agreement in a manner to constitute a violation of the any applicable federal, state or local law.

CLIENT'S DUTIES AND OBLIGATIONS
For
BILLING AND COLLECTION SERVICES

Client acknowledges that: (i) certain services or obligations of Company hereunder are dependent on the Client's timely provision, facilitation of or assistance with access to Client controlled assets, information, and resources reasonably requested by Company (collectively, "Cooperation"); and (ii) such Cooperation may be essential to the performance of Billing Services by Company. The Parties agree that any delay or failure by Company to provide Services hereunder, resulting from Client's failure to provide Cooperation shall not be deemed to be a breach of Company's performance obligations under this Agreement.

Client agrees to perform the following duties and obligations:

1. Client shall submit claim information in a timely manner to Company for processing and provision of the Billing Services. Company will not be liable for coding or processing any incorrect, incomplete, or duplicate information received from Client, nor will Company be liable for any loss of revenue resulting from any delay in the coding and processing of accounts due to untimely delivery to Company or inaccurate and incomplete claims information by Client. Company will not be liable for unpaid claims resulting from Client's failure to provide Company with accurate and complete demographic information, insurance information, procedure codes, diagnosis codes, referral or authorization numbers, and necessary supporting documentations. Any charge submitted to Company by Client that is missing any of the necessary information, or that is not provided to Company in the required format, will be returned by Company to Client. Client is responsible for refunding all patient and insurance-owned overpayments within sixty (60) days of notification. Failure to do so shall constitute a default under this Agreement.

2. Client shall provide the source data and access to system files and databases necessary for implementation and provision of Billing Services.

3. Client shall accomplish all tasks and provide all required materials that are specified in the mutually agreed project plan that are necessary for Company to perform its obligations.

4. Client's IT staff shall provide timely support for HL7/Web Service Interface.

5. Client's Information System vendor or developer shall provide timely support, as required.

6. Client's HL7/Web Service Interface shall produce no significant problems relating to the transmission of unexpected information.

7. Client shall provide and maintain during the Term the minimum hardware, software and connectivity as reasonably determined necessary by Company for provision of the Billing Services.

8. Client shall coordinate with Company any changes to Client's network that may impact the use of Billing Services.

9. Client shall establish and maintain connectivity between Company and Client to support Billing Services.

10. Client shall verify and approve all Client specific system pricing files, set-up, updates and configurations.

11. Client shall have sole discretion to set the prices and fees it charges for Healthcare Services. Nothing herein shall be construed as imposing a restriction upon Client in determining the amount of the fees charged by Client, Client being free to make such determination independently.

12. Client shall not rent, lease, sublicense, distribute, transfer, lend, copy or modify any part of the Billing Services. Client shall not translate, decompile, or create or attempt to create, by reverse engineering or otherwise, the source code from the object code made available through the Billing Services. Client shall not use the Billing Services in any manner that (i) infringes upon or violates any intellectual property right of any third party, (ii) constitutes a defamation, libel, invasion of privacy, or violation of any right of publicity or other third-party right or is threatening, harassing or malicious, or (iii) violates any applicable international, federal, state or local law, rule, legislation, regulation or ordinance, including without limitation, the Communications Decency Act of 1996, as amended.

13. Client shall employ reasonable security procedures to ensure that transactions, notices and other information specified in this Agreement that are electronically created, communicated, processed, stored, retained or retrieved are authentic, accurate, reliable, complete and confidential.

14. During the Term, Client shall designate a dedicated, single point of contact for Company to support the Billing Services. Client's dedicated point of contact shall communicate and coordinate with Client's personnel and relevant vendors on behalf of Company and shall ensure compliance with agreed implementation schedules. In the event that Client's contact person changes or is unavailable, Client shall provide Company with timely written notice of its new contact person and all necessary contact information.

Client shall be responsible for all credentialing of the Client, unless Client engages Company for the Credentialing Service Line.

CLIENT'S DUTIES AND OBLIGATIONS
For
ELIGIBILITY AND AUTHORIZATION SERVICES

Client acknowledges that: (i) certain services or obligations of Company hereunder are dependent on the Client's timely provision, facilitation of or assistance with access to Client controlled assets, information, and resources reasonably requested by Company (collectively, "Cooperation"); and (ii) such Cooperation may be essential to the performance of Eligibility Services by Company. The Parties agree that any delay or failure by Company to provide Services hereunder, resulting from Client's failure to provide Cooperation shall not be deemed to be a breach of Company's performance obligations under this Agreement.

Client agrees to perform the following duties and obligations:

1. Client shall provide the source data and access to system files and databases necessary for implementation and provision of Eligibility Services.
2. Client shall accomplish all tasks and provide all required materials that are specified in the mutually agreed project plan that are necessary for Company to perform its obligations.
3. Client's IT staff shall provide timely support for HL7/Web Service Interface.
4. Client's Information System vendor or developer shall provide timely support, as required.
5. Client's HL7/Web Service Interface shall produce no significant problems relating to the transmission of unexpected information.
6. Client shall provide and maintain during the Term the minimum hardware, software and connectivity as reasonably determined necessary by Company for provision of the Eligibility Services.
7. Client shall coordinate with Company any changes to Client's network that may impact the use of Eligibility Services.
8. Client shall establish and maintain connectivity between Company and Client to support Eligibility Services.
9. Client shall verify and approve all Client specific system pricing files, set-up, updates and configurations.
10. Client shall have sole discretion to set the prices and fees it charges for Healthcare Services. Nothing herein shall be construed as imposing a restriction upon Client in determining the amount of the fees charged by Client, Client being free to make such determination independently.

11. Client shall not rent, lease, sublicense, distribute, transfer, lend, copy or modify any part of the Eligibility Services. Client shall not translate, decompile, or create or attempt to create, by reverse engineering or otherwise, the source code from the object code made available through the Eligibility Services. Client shall not use the Eligibility Services in any manner that (i) infringes upon or violates any intellectual property right of any third party, (ii) constitutes a defamation, libel, invasion of privacy, or violation of any right of publicity or other third-party right or is threatening, harassing or malicious, or (iii) violates any applicable international, federal, state or local law, rule, legislation, regulation or ordinance, including without limitation, the Communications Decency Act of 1996, as amended.

12. Client shall employ reasonable security procedures to ensure that transactions, notices and other information specified in this Agreement that are electronically created, communicated, processed, stored, retained or retrieved are authentic, accurate, reliable, complete and confidential.

13. During the Term, Client shall designate a dedicated, single point of contact for Company to support the Eligibility Services. Client's dedicated point of contact shall communicate and coordinate with Client's personnel and relevant vendors on behalf of Company and shall ensure compliance with agreed implementation schedules. In the event that Client's contact person changes or is unavailable, Client shall provide Company with timely written notice of its new contact person and all necessary contact information.