

## CHANGE HEALTHCARE CHANNEL PARTNER AGREEMENT

THIS AGREEMENT is by and between Change Healthcare Solutions, LLC ("CHC") and you ("Vendor"). For adequate consideration, the receipt of which is hereby acknowledged by each of CHC and Vendor, intending to be legally bound, mutually agree to the following terms and conditions:

### 1. Definitions

For all purposes of this Agreement, the following terms shall have the following meanings:

1.1 "Affiliate" shall mean any entity owned or controlled by, under common ownership or control with, or which owns or controls, either party to this Agreement or any of its subsidiaries.

1.2 "Annual Service Fees" shall mean the charge imposed by CHC each year on Vendor as set forth in Exhibit A hereto for use by Vendor of the CHC Services during each twelve (12) month period of the term of this Agreement commencing on the Effective Date.

1.3 "AWS Marketplace" means the platform offered by Amazon Web Services that connects subscribers to software providers.

1.4 "Billing Services" shall mean an entity or person that bills on behalf of a physician, dentist or lab practice on an outsourced or contracted basis; provided, however, no CHC Competitor, clearinghouse, POMIS vendor, or aggregator or processor of healthcare electronic transactions shall be a Billing Service for purposes hereof.

1.5 "Direct Transaction" shall mean a Transaction that is submitted directly to Vendor by Vendor's Customer. For avoidance of doubt, a Transaction that is received by Vendor from any clearinghouse, POMIS vendor, or aggregator or processor of Transactions, including, without limitation, a CHC Competitor, shall not constitute a Direct Transaction.

1.6 "Effective Date" shall mean the date this document is signed by CHC.

1.7 "CHC Materials" shall mean all specifications and materials (including but not limited to any and all training materials, Specifications, designs and design documents, information manuals, and all other documentation) pertaining to CHC Services supplied by CHC.

1.8 "CHC Services" shall mean those API solutions selected by Vendor to be performed by CHC from time to time for Vendor or Vendor's Customers.

1.9 "Payers" shall mean the following entities, which receive electronic healthcare transactions, submitted through the CHC Services as identified from time to time by CHC:

(a) "CHC Participating Payers" shall mean Payers which pay CHC's standard fees to receive electronic healthcare

transactions from the CHC Services or are otherwise designated by CHC as a CHC Participating Payer; and

(b) "CHC Non-Participating Payers" shall mean Payers who do not pay CHC fees to receive electronic healthcare transactions from the CHC Services or are otherwise designated by CHC as a CHC Non-Participating Payer.

1.10 "Per Transaction Fees" shall mean the charges imposed for Transactions as set forth in Exhibit A hereto.

1.11 "Specifications" shall mean the specifications in effect from time to time as applicable to each specific Transaction and similar documentation relating to the CHC Services.

1.12 "Transactions" shall mean those transactions submitted through the CHC Services, whether or not Payer accepts or favorably adjudicates such transactions.

1.13 "Vendor's Customers" shall mean pharmacies, physicians, hospitals, dentists, laboratories or other medical service providers, or Billing Services, who, pursuant to written contracts with Vendor in accordance with this Agreement, have the right to effect transmission of Transactions through the CHC Services; provided; however, no CHC Competitor, clearinghouse, POMIS vendor, or aggregator or processor of healthcare electronic transactions shall be a Vendor's Customer for purposes hereof.

1.14 "Vendor's System" shall mean the facility incorporating the Specifications licensed hereunder, which facility is furnished by Vendor for purposes of enabling Vendor's Customers to use the CHC Services.

1.15 "CHC Competitor" shall mean an entity that offers electronic interchange or transaction processing services and/or products similar in kind or type to those offered by CHC, including, without limitation, those identified in this Agreement.

## 2. Vendor's Rights to CHC Services

2.1 Subject to the terms and conditions of this Agreement, CHC grants to Vendor a non-exclusive and non-transferable license for the term of this Agreement to (a) use the Specifications for the development of Vendor's System and (b) sublicense to Vendor's Customers the use of the CHC Services through Vendor's System only in compliance with the applicable Specifications. This license is valid for use of the CHC Services only at physical sites owned or managed by or under the control of Vendor and/or Vendor's Customers solely for Transactions generated by Vendor and/or Vendor's Customers. No rights are granted to the CHC Services except as explicitly set forth in this Agreement.

2.2 CHC may from time to time in its sole discretion, without liability to Vendor or Vendor's Customers, suspend, revise,

modify or update any part of the CHC Services; provided, however, that CHC shall notify Vendor of any such event, either electronically or in writing, with reasonable promptness after determining that such event will occur. CHC shall furnish Vendor with appropriate CHC Materials in connection therewith in a manner reasonably calculated to allow implementation and testing by Vendor before the effective date of such event.

### 3. Fees

3.1 AWS Marketplace will issue invoices, on behalf of CHC, to Vendor in accordance with the terms of the AWS Marketplace, and Vendor will pay all fees and other charges in U.S. dollars within thirty (30) days of the invoice date.

3.2 CHC may change its fees for the CHC Service at any time. CHC may change its pricing model in accordance with the AWS Marketplace.

3.3 Notwithstanding the foregoing, CHC shall be entitled at any time without prior notice to pass through any third-party access fees related to the CHC Services, including, without limitation, payer or government imposed access fees, communication tariffs, fees resulting from regulation or statute, and/or other similar fees assessed against CHC. Upon request, CHC shall make available to Vendor documentation relating to these pass through fees in connection with the CHC Services.

3.4 If Vendor fails to make payment with respect to any invoice by its due date, such invoice shall be deemed delinquent and a late charge equivalent to 1½% per month, or the maximum rate permitted by applicable law if less, of the unpaid balance shall be payable for each month, or portion thereof, during which the delinquency remains outstanding. CHC reserves the right to suspend use of the CHC Services at any time if past due invoices are not paid within ten (10) days following notice by CHC of such past due amounts, and all costs of collection, including reasonable attorneys' fees, shall be paid by Vendor.

3.5 CHC's pricing does not include sales, use, value-added, withholding or other taxes and duties. CHC will invoice Vendor, and Vendor shall be responsible for, any taxes or charges however called, including but not limited to any registration fees, assessments, sales, use, personal property, ad valorem, stamp, documentary, excise, telecommunications, and other taxes (excluding any taxes imposed on CHC's income) imposed by any federal, state, or local government or regulatory authority with respect to the performance of services or delivery of products or materials by CHC pursuant to this Agreement, whether such is imposed now or later by the applicable authority, even if such imposition occurs after the receipt or use by Vendor of the applicable service, product or material, the invoicing by CHC for the applicable service, product or material, or the

termination of this Agreement.

3.6 Vendor acknowledges that Vendor has not relied on the future availability of any programs, services, functionality, features or updates in entering into the payment obligations in this Agreement.

#### 4. CHC Obligations

4.1 CHC shall operate the CHC Services in accordance with the Specifications applicable to each of the CHC Services, and the CHC Services shall be available to Vendor and Vendor's Customers during the hours designated in the Specifications. CHC may change the hours of such availability with reasonable advanced notice.

4.2 CHC shall provide Vendor and Vendor's Customers a local telephone number or alternative toll free number for access by Vendor and Vendor's Customers (on a dialup telecommunications basis) to the CHC central processing facility for use of the CHC Services.

4.3 CHC shall provide reasonable ongoing technical support through telephone consultations with respect to the CHC Services and shall provide a local or toll free telephone number for access to CHC's technical support facility for this purpose.

4.4 CHC shall perform, at its election, automated data checks of the data submitted through the CHC Services for completeness, logic, and satisfaction of statistical requirements. Vendor acknowledges any Transactions not in compliance with such requirements will be rejected.

#### 5. Vendor Obligations

5.1 Vendor shall pay CHC the fees and charges in a timely fashion as required by this Agreement.

5.2 If Vendor's Customers transmit Transactions through Vendor's System, (a) Vendor shall cause such use to be in accordance with the procedures, data element standards, formats, codes, protocols and edits set forth in the then relevant Specifications for such CHC Services; and (b) Vendor shall conform Vendor's System to changes in such Specifications resulting from any non-optional change, feature, enhancement, product or module of the CHC Services furnished without charge by CHC within the number of days which CHC shall designate in the notice regarding such change.

5.3 Vendor's System and services shall enable all Transactions of Vendor's Customers to be submitted through the CHC Services and enable all of Vendor's Customers to receive all reports furnished by such CHC Services.

5.4 Vendor shall furnish to each of Vendor's Customers the training and support, including retraining and all necessary information, that may be reasonably necessary or appropriate to enable assigned employees of Vendor's Customers to submit

timely, complete and error-free transmissions of Transactions through the CHC Services in accordance with the then applicable Specifications and training on how to retrieve and interpret the CHC output reports, and shall require each of Vendor's Customers to comply with CHC procedures to secure any authorizations then required by CHC, applicable law, or industry practice in connection with its transmission process, and to maintain Transaction data transmitted through the CHC Services and afford Payers access thereto in accordance with procedures then required by CHC, applicable law, or industry practice.

5.5 Vendor agrees to a CHC Services rejected Transaction rate of three percent (3%) or less with respect to all Transactions submitted by Vendor's Customers to the CHC Services within ninety (90) days after the first date Vendor or any of Vendor's Customers begins to submit Transactions to the CHC Services hereunder. A rejected Transaction for this purpose shall mean a Transaction, which fails to be transmitted through the CHC Services as a result of a failure to comply with the requirements hereof. If within thirty (30) days following CHC's notice to Vendor of its excessive rejected Transaction rate, such Transaction rate is not brought to three percent (3%) or less, CHC shall have the right to charge Vendor thereafter a standard Per Transaction Fee for each rejected CHC Non-Participating Payer Transaction and twenty-five cents (\$0.25) for each rejected CHC Participating Payer Transaction of Vendor's Customers in excess of three percent (3%) for any month.

5.6 Except for the limited circumstance set forth below, Vendor shall not permit Vendor's Customers to use the CHC Services unless such Vendor's Customer has executed, maintains, and uses such CHC Services pursuant to the terms of a separate written agreement between Vendor and such Vendor's Customer (a "Vendor's Customer Agreement"), which shall contain no greater use rights and no less obligations of Vendor's Customer than those set forth in Exhibit A hereto. In the event that the use of the CHC Services by any of Vendor's Customers is limited to the submission of claims to CHC Participating Payers through Vendor's System, Vendor may, with CHC's written permission, enable such Vendor's Customer to use the CHC Services hereunder without a separate agreement between Vendor or CHC and such Vendor's Customer. In either event, Vendor shall be responsible for and indemnify and hold CHC harmless from any and all losses, damage and expense (including legal fees and expenses) incurred by CHC as a result of (a) the misuse by such Vendor's Customer of the CHC Services, (b) violation by such Vendor's Customer of any of the terms and conditions set forth in the then applicable Vendor's Customer Agreement, and (c) claims by such Vendor's

Customer of liability asserted against CHC which exceed the limits of liability set forth in Exhibit A.

5.6 Vendor shall, and shall cause Vendor's Customers to adhere to, rules, regulations and policies of Payers and governmental agencies having jurisdiction including the department of Health and Human Services ("HHS"). Vendor and Vendor's Customers shall provide or obtain any documents or supplementary agreements (including, if applicable, end user agreements between CHC and Vendor's Customers) requested by CHC necessary to comply with said rules, regulations, and policies. Vendor and Vendor's Customers shall be bound, to the same extent as CHC, by all applicable Payer-imposed contractual obligations or policies required for access to such Payer, and this Agreement shall be subject to any such obligation or policy. Vendor acknowledges that from time to time, Vendor may be required to give its written acknowledgement of certain obligations and/or to notify Vendor's Customers and to obtain their written acknowledgement thereof. With respect to Medicaid eligibility transactions, CHC is required to pass on and/or obtain the following covenants from Vendor and Vendor's Customers: (a) access to eligibility information shall be restricted to the sole purpose of verification of Medicaid eligibility where the recipient has requested Medicaid payment for medical services; (b) verification of eligibility under the system is not a guarantee of payment and the records as to the recipient's eligibility status shall be final authority; (c) Vendor and Vendor's Customer indemnifies and holds harmless each State, its agents and employees, from any and all claims by such Vendor's Customer or any recipient who is aggrieved by the actions of Vendor or Vendor's Customer; and (d) Vendor and Vendor's Customer agrees to abide by the Federal and State regulations regarding confidentiality of information.

5.8 Vendor shall make its operations, methods, documentation and appropriate personnel accessible to CHC, as CHC may reasonably require, to enable CHC to confirm Vendor's and Vendor's Customers' compliance with their respective obligations pursuant to this Agreement (including, without limitation, those set forth in Section 6), and Vendor shall be solely responsible for acquiring, operating, and maintaining all hardware and software with respect to Vendor's and Vendor's Customers' use of the CHC Services. CHC shall have no responsibility for any costs incurred in connection with modifications or enhancements to Vendor's System necessary for implementing Vendor's and Vendor's Customers' interface with the CHC Services or in connection with Vendor's and Vendor's Customers' use of the CHC Services.

5.9 In the event that applicable law, regulation or Payer policy restricts CHC from transmitting Transactions submitted by

Vendor or Vendor's Customers to a particular Payer, CHC may suspend transmission of Vendor's or Vendor's Customer's Transactions to such Payer following notice to Vendor. Upon request, CHC shall make available to Vendor documentation supporting such suspension.

5.10 Vendor shall not transmit faxes for any allowed marketing, advertising or customer solicitation activities under this Agreement.

## 6. Covenants of Vendor

[6.1 Vendor shall designate and market CHC as its exclusive provider of services for the transmission and processing of electronic healthcare transactions to or with CHC Participating Payers. Such obligations shall include reasonable cooperation with CHC in the development of a coordinated marketing and sales effort designed to increase the use of the CHC Services through Vendor's System.

6.2 Vendor shall exclusively use the CHC Services for the transmission and submission of Transactions to CHC Participating Payers and submit all Transactions directly to CHC for transmittal to CHC Participating Payers. In this regard, Vendor shall not (i) submit any Transactions to CHC Participating Payers (whether directly or indirectly through a CHC Competitor or other person or entity) other than through the CHC Services or (ii) market or contract for, or take any steps to effect (including without limitation the establishment of connections or interfaces for), the direct or indirect submission of Transactions to or with any entity, which is, or is capable of becoming, a CHC Participating Payer.]

6.3 Without the prior written consent of CHC granted on or after the Effective Date hereof, Vendor shall not submit any transaction through the CHC Services which is not a Direct Transaction; provided, that, CHC may grant or withhold such consent in its sole discretion and, further provided, that, any such consent may, at the discretion of CHC, be conditioned upon the payment by Vendor of a fee with respect to any such Transaction that is not a Direct Transaction.

6.4 Any violation by Vendor of any provision of this Article 6 shall constitute a material breach of this Agreement and, notwithstanding anything to the contrary herein, at any time after the occurrence of such breach, CHC shall have the right, at its option, (i) to terminate this Agreement immediately upon written notice to Vendor and/or (ii) in the event of a breach by Vendor of Section 6.3, to impose on Vendor a Transaction fee for any Transactions submitted to CHC in violation of Section 6.3. The obligations set forth in Section 6 shall be binding upon Vendor and its current and future Affiliates, successors and permitted assigns. Without limiting

the foregoing, in addition to any other remedy it may have, in order to enforce the provisions of Section 6, CHC shall be entitled to equitable remedies (including without limitation specific performance and injunctive relief) and to recover attorney's fees and expenses.

#### 7. Proprietary Rights and Confidentiality

7.1 Vendor acknowledges and agrees that the CHC Materials, CHC Services, and all intellectual property rights (including, without limitation, copyright, patent, trade secrets, confidential information rights, and moral rights) derived or devolving from the CHC Materials or the performance of the CHC Services, and all derivative works of the CHC Materials, CHC Services, and such intellectual property rights (including, without limitation, data compilations, abstracts, and aggregations and statistical summaries), and all information regarding the foregoing (including but not limited to technology and know-how information) and all copies of the foregoing, regardless of by whom prepared, are owned by and are valuable, special and unique assets of CHC's business and may be provided to third parties by CHC and its Affiliates consistent with law. Vendor further expressly acknowledges and agrees that the foregoing are the confidential property and trade secrets of CHC and "Confidential Information" of CHC subject to Section 7.2 of this Agreement, whether or not any portion thereof is or may be validly trademarked, copyrighted or patented. All proprietary rights in and to the foregoing shall remain vested in CHC or its licensor, except for the limited license rights granted Vendor or Vendor's Customers pursuant to this Agreement. Vendor will make no attempt to ascertain the circuit diagrams, source code, schematics, logic diagrams, components, operation of, or otherwise attempt to decompile or reverse engineer, any portion of the CHC Materials or CHC Services. Except as specifically authorized by CHC in writing, Vendor may not copy any portion of the CHC Materials, or modify or transfer the CHC Materials, or any copy or merged portion thereof, in whole or in part, or prepare any derivative works of the CHC Materials. Vendor shall cooperate with CHC in any claim or litigation against third parties that CHC may determine to be appropriate to enforce its property rights respecting CHC Materials, and/or CHC Services. The breach or threatened breach by Vendor of any provision of this Article 7 will subject Vendor, at CHC's option, to the immediate termination of all Vendor's rights hereunder, and CHC shall be entitled to an injunction restraining such breach without limiting CHC's other remedies for such breach or threatened breach, including recovery of damages from Vendor.

7.2 Each party shall retain in confidence and not disclose to any other person or use in any way, except in confidence and in



accordance with this Section 7.2, the terms of this Agreement (including but not limited to the pricing of fees and payments provided for in this Agreement), and any and all confidential or proprietary information and materials of the other party. All of the foregoing are hereinafter referred to as "Confidential Information"; provided, however, Confidential Information shall not include information which (a) is or becomes generally available to the public other than as a result of a wrongful disclosure by the recipient, (b) was in the recipient's possession and not known to be the Confidential Information of the other party prior to its disclosure to the recipient by the other party, (c) was independently developed by the recipient, or (d) was disclosed by another entity without restriction and where neither party is aware of any violation of the confidential information rights of the other party. Confidential Information of the other party shall not be disclosed, in whole or in part, to any person other than in confidence to one for whom such knowledge is reasonably necessary for purposes of this Agreement and then only to the degree such disclosure is so necessary and only if the recipient has agreed in writing to maintain the confidentiality of such information. Confidential Information shall be protected by each party in a manner which shall be no less protective than the standard of care which such party then uses to protect its own similar Confidential Information, but in no event shall such standard be less than is reasonably adequate to protect such Confidential Information. The parties shall take all appropriate action by instruction, written agreement or otherwise to satisfy their obligations with respect to the use, copying, confidentiality, protection and security of the other party's Confidential Information. This provision shall survive the termination or expiration of this Agreement.

7.3 All media releases, public announcements or other public disclosures by Vendor or its employees or agents relating to this Agreement or its subject matter, including without limitation, promotional or marketing material, shall be coordinated with and approved in writing by a CHC officer prior to release, but this restriction shall not apply to any disclosure solely for internal distribution by Vendor or any disclosure required by legal, accounting or regulatory requirements.

7.4 Except as provided in this Section 7.4, the use and disclosure of Protected Health Information, as defined by the Health Insurance Portability and Accountability Act) in connection with this Agreement will be governed by the business associate addendum set forth in Exhibit B hereto. Only to the extent necessary to perform services under this Agreement, CHC

may use Protected Health Information to provide Data Aggregation services as permitted by 45 C.F.R. 164.504 (e)(2)(i)(B) and may de-identify Protected Health Information in accordance with 45 C.F.R. 164.514(b). This section does not limit any other right to provide Data Aggregation services or to de-identify Protected Health Information granted in a business associate agreement or elsewhere.

#### 8. Representations and Warranties

CHC represents and warrants that CHC Services provided hereunder shall conform to the applicable CHC Specifications in all material respects. In the event that a documented and reproducible flaw inconsistent with this warranty is discovered, CHC's sole responsibility shall be to use commercially reasonable efforts to correct such flaw in a timely manner. This warranty does not apply to any media or documentation which has been subjected to damage or abuse or to any claim resulting, in whole or in part, from changes in the operating characteristics of computer hardware or computer operating systems made after the release of the applicable CHC Service, or which result from problems in the interaction of CHC Services with non-CHC software or equipment, or from a breach by Vendor of any of its obligations hereunder.

#### 9. Limitations of Liability

9.1 CHC'S ONLY REPRESENTATIONS AND WARRANTIES ARE THOSE SET FORTH IN ARTICLE 9 OF THIS AGREEMENT, AND CHC EXPLICITLY DISCLAIMS ALL OTHER WARRANTIES, INCLUDING WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR USE. CHC DOES NOT GUARANTEE THE PAYMENT OR THE TIMING OF PAYMENT OF ANY CLAIMS SUBMITTED THROUGH THE CHC SERVICES. PAYMENT REMAINS THE RESPONSIBILITY OF THE PARTICULAR PAYER OF HEALTH CARE SERVICES AND/OR SUPPLIER TO WHICH THE VENDOR OR VENDOR'S CUSTOMER IS SUBMITTING. IN NO EVENT SHALL CHC BE LIABLE FOR INCIDENTAL, CONSEQUENTIAL OR SPECIAL DAMAGES EVEN IF CHC HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. CHC'S AGGREGATE LIABILITY TO VENDOR AND VENDOR'S CUSTOMERS UNDER THIS AGREEMENT AND WITH RESPECT TO CHC SERVICES, AND CHC MATERIALS FURNISHED HEREUNDER (WHETHER UNDER CONTRACT, TORT OR ANY OTHER THEORY OF LAW OR EQUITY) SHALL NOT EXCEED, UNDER ANY CIRCUMSTANCES, THE LESSER OF (A) THE PRICE PAID BY VENDOR TO CHC FOR THE PARTICULAR CHC SERVICES, AND/OR CHC MATERIALS DURING THE ONE (1) YEAR PRECEDING VENDOR'S CLAIM; OR (B) \$10,000. THE FOREGOING LIMITATION OF LIABILITY REPRESENTS THE ALLOCATION OF RISK OF FAILURE BETWEEN THE PARTIES AS REFLECTED IN THE PRICING HEREUNDER AND IS AN ESSENTIAL ELEMENT OF THE BASIS OF THE BARGAIN BETWEEN THE PARTIES.

9.2 In the event information to be transmitted through the CHC Services is not transmitted by CHC or is not accurately

transmitted as a result of CHC's failure to perform the CHC Services in accordance with the terms of this Agreement and such failure results in damage to Vendor or Vendor's Customer, then CHC's sole obligation and liability to Vendor and Vendor's Customer for such event (subject to reasonable mitigation by Vendor and Vendor's Customer) shall be limited to furnishing credits on subsequent invoices from CHC to Vendor or Vendor's Customer in an aggregate amount equal to the actual damages incurred for reconstructing or retransmitting the data, including reasonable out-of-pocket expenses which Vendor or Vendor's Customer can demonstrate it has sustained and which are directly attributable to such failure. Any claim against CHC by Vendor must be asserted in writing within sixty (60) days after CHC should have transmitted information received from a Vendor's Customer or the transmission of inaccurate information on which the claim is based, whichever is applicable. Vendor hereby agrees to promptly supply to CHC documentation reasonably requested by CHC to support any claim of Vendor. THE FOREGOING STATES THE ENTIRE LIABILITY OF CHC WITH RESPECT TO CLAIMS THAT INFORMATION WAS NOT TRANSMITTED OR WAS TRANSMITTED INACCURATELY BY CHC AND SUCH LIABILITY IS FURTHER LIMITED BY THE LIMITATIONS OF LIABILITY APPEARING IN SECTION 9.1 ABOVE.

9.3 CHC shall indemnify and hold Vendor harmless from any claim by a third party and, at its own expense, shall defend any action brought or threatened against Vendor to the extent that such claim, threat or action is based on a claim that any portion of the CHC Materials as furnished by CHC hereunder infringes upon a United States copyright, patent or trade secret right of another entity. In the event of such a claim, threat or action, CHC shall, without additional cost to Vendor, take one of the following actions in CHC's discretion: (a) make the offending portion of the CHC Materials non-infringing; or (b) terminate Vendor's right to use CHC Materials and refund to Vendor (or the applicable Vendor Customer) all amounts paid by Vendor or Vendor's Customer for the applicable CHC Materials involved during the one (1) year preceding CHC's refund. Subject to the foregoing, Vendor and each Vendor's Customer shall cease using any such CHC Materials if so directed by CHC. CHC's obligations under this Section 9.3 are subject to (x) Vendor giving prompt notice to CHC of such action, claim or threat and all applicable information in Vendor's possession with respect thereto; (y) Vendor giving reasonable assistance at CHC's expense in connection therewith; and (z) CHC's sole authority to control, defend, and settle the matter. THE FOREGOING STATES THE ENTIRE LIABILITY OF CHC WITH RESPECT TO ANY CLAIMS OF PROPRIETARY RIGHTS INFRINGEMENT BY CHC MATERIALS AND SUCH LIABILITY IS FURTHER LIMITED BY THE LIMITATIONS OF LIABILITY

APPEARING IN SECTION 9.1 ABOVE.

9.4 Neither party will be responsible for delays or failures in performance resulting from acts or events beyond its control, including but not limited to, acts of nature, governmental actions, fire, labor difficulties or shortages, civil disturbances, transportation problems, interruptions of power, supply or communications or natural disasters, provided such party takes reasonable efforts to minimize the effect of such acts or events.

#### 10. Term and Rights Upon Termination

10.1 Except as otherwise expressly set forth in this Agreement, the initial term of this Agreement shall commence on the Effective Date and shall continue for as long as Customer maintains its subscription to the services set forth herein via the AWS Marketplace or until this Agreement is terminated as set forth herein.

10.2 Notwithstanding the foregoing, either party shall have the right to terminate this Agreement upon notice that the other party has committed a material breach of its obligations under this Agreement and has failed to cure such breach within thirty (30) days of notice by the other party of such breach. Furthermore, either party shall have the right to terminate this Agreement immediately upon notice in the event that the other party ceases to conduct its business in the ordinary course, becomes legally insolvent, makes a general assignment of its assets for the benefit of creditors, suffers or permits the appointment of a receiver for its business or assets or avails itself of or becomes subject to any proceeding under the bankruptcy laws of any applicable jurisdiction. CHC also shall have the additional right to terminate any specific CHC Service upon reasonable advanced notice by CHC to Vendor that CHC is no longer offering or providing support for the applicable CHC Service.

10.3 Failure by Vendor to fully satisfy any of its obligations with respect to any specific CHC Service shall give CHC the right to terminate the use by Vendor of such CHC Service and to maintain the rest of this Agreement in full force and effect with respect to the other CHC Services. This provision, however, does not limit CHC's right to treat such failure as the basis for termination of this Agreement in whole or to exercise any other right or remedy which CHC may have as a result of such failure.

10.4 Upon termination or expiration of this Agreement or any specific CHC Service for any reason, Vendor shall promptly cease all use of the affected CHC Service(s) and cause Vendor's Customer to do likewise, pay to CHC all outstanding fees and charges due CHC hereunder with respect to the terminated CHC

Service(s), and, at Vendor's expense, cause to be returned to CHC CHC Materials pertaining to the terminated CHC Service(s).

#### 11. Miscellaneous

11.1 The parties shall comply with all applicable laws, and each party shall secure any license, permit or authorization required by law in connection with those aspects of the transmission process for which it is responsible under this Agreement.

Without limiting the foregoing, Vendor shall conduct all marketing, advertising, and solicitations of Vendor Customers in compliance with applicable local, state, and federal ordinances, laws, statutes, regulations and codes, including the Telephone Consumer Protection Act of 1991, as amended ("TCPA") and The Controlling the Assault of Non-Solicited Pornography And Marketing Act of 2003, as amended ("CAN-SPAM").

11.2 The parties will act as independent contractors and this Agreement does not constitute either party as the agent or partner of the other party. Furthermore, each party represents that it is acting on its behalf and is not acting as an agent for or on behalf of any third party. No provision in this Agreement shall be construed to create any third party beneficiary rights in any Vendor's Customer or other third party.

11.3 Notices hereunder shall be in writing signed by an authorized representative of the notifying party, and delivered personally or sent by registered or certified mail, charges prepaid, facsimile transmission or overnight courier service to the address noted on the signatory page of this Agreement (or to such other address as the recipient may have previously designated by notice), and will be deemed given when so delivered or four (4) days after the date of mailing, whichever occurs first, or upon electronic confirmation of delivery via facsimile transmission. Notwithstanding the foregoing, notices relating to late payments may be sent by regular mail.

11.4 Vendor shall not assign, sell or otherwise transfer this Agreement or any rights hereunder without the express prior written consent of CHC. An assignment hereunder shall be deemed to include the merger, consolidation, combination, transfer of control or a majority equity ownership of Vendor and/or any aspect of Vendor's business that is competitive with any aspect of CHC's transaction services business ("Related Business"). Without limiting the foregoing, CHC may terminate this Agreement in its sole discretion, if Vendor merges, consolidates or combines with, acquires, or transfers control or ownership of a Related Business or substantial assets of Vendor to, a CHC Competitor effective immediately upon notice to Vendor. Further, any purported assignment or transfer in violation of this Section 11.4 shall be null and void, and shall entitle CHC to

terminate this Agreement immediately upon notice to Vendor. This Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and permitted assigns.

11.5 No representations have been made to induce either party to enter into this Agreement except for the representations explicitly stated in this Agreement. This Agreement supersedes all prior or contemporaneous written or oral agreements or expressions of intent or understanding between the parties and their respective Affiliates is the entire agreement between the parties with respect to its subject matter. If any provision in this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions will nevertheless continue in full force without being impaired or invalidated in any way. All terms, conditions or provisions which may appear on any purchase or sales order or invoice issued pursuant to this Agreement, to the extent inconsistent with the terms and conditions of this Agreement, shall be of no force or effect, notwithstanding the fact that such order or invoice may have been executed subsequent to the date of this Agreement, and, in any event, preprinted terms of any such order or invoice shall have no force or effect.

11.6 This Agreement cannot be terminated (other than as set forth herein) or changed except pursuant to a writing signed by an authorized officer of CHC and an authorized officer of Vendor. No waiver of any of the provisions of this Agreement shall be effective unless in writing and signed by an authorized officer of the party charged with such waiver and any such waiver shall be strictly limited to the terms of such writing.

11.7 This Agreement is governed by the laws of the State of Tennessee both as to interpretation and enforcement, without regard to the conflicts of law principles of that State.

Exhibit A

Exhibit B

Business Associate Addendum ("Addendum")

This Addendum sets forth the terms and conditions with respect to the handling of PHI pursuant to the Health Insurance Portability and Accountability Act ("HIPAA") Standards for Privacy of Individually Identifiable Health Information, 45 C.F.R. Part 160 and Part 164, Subparts A and E ("Privacy Rule"), the HIPAA Security Standards, 45 C.F.R. Part 160 and Part 164, Subparts A and C ("Security Rule"), the HIPAA Breach

Notification Regulations, 45 C.F.R. Part 164, Subpart D ("Breach Notification Rule"), and the Health Information Technology for Economic and Clinical Health Act ("HITECH Act"), all as amended.

1. Definitions Capitalized terms used in this Addendum and not otherwise defined have the meanings set forth in the Privacy Rule, Security Rule, and the Breach Notification Rule, which definitions are incorporated in this Addendum by reference.

'Electronic Protected Health Information' or 'Electronic PHI' has the meaning given under the Privacy Rule and the Security Rule, including, but not limited to, 45 C.F.R. 160.103, as applied to the Electronic PHI that CHC creates, receives, maintains, or transmits from or on behalf of Customer.

'Protected Health Information' or 'PHI' has the same meaning as the term 'protected health information' in 45 C.F.R. 160.103, as applied to the PHI created, received, maintained, or transmitted by CHC from or on behalf of Customer.

2. Permitted Uses and Disclosures of PHI

2.1. Uses and Disclosures of PHI Pursuant to the Agreement. CHC may Use or Disclose PHI only as necessary to perform Services, or as otherwise expressly permitted in this Addendum or Required by Law and will not further Use or Disclose such PHI.

2.2. CHC Management, Administration, and Legal Responsibilities. CHC may Use PHI for CHC's management and administration, or to carry out CHC's legal responsibilities. CHC may Disclose PHI to a third party for such purposes only if: (a) the Disclosure is Required by Law; or (b) CHC obtains reasonable assurances from the recipient that the recipient will: (i) hold the PHI confidentially; (ii) Use or Disclose the PHI only as Required by Law or for the purpose for which it was Disclosed to the recipient; and (iii) notify CHC of any instances in which it is aware that the confidentiality of the information has been breached.

2.3. Data Aggregation. CHC may Use PHI to provide Data Aggregation services for the Health Care Operations of the Customer as permitted by 45 C.F.R. 164.504(e)(2)(i)(B).

2.4. De-identified Data. CHC may de-identify PHI in accordance with 45 C.F.R. 164.514(b) and may Use or Disclose such de-identified data unless prohibited by applicable law. 2.5.

Customer Responsibilities. Except as expressly provided in the Agreement or this Addendum, CHC will not assume any obligations of Customer under the Privacy Rule. To the extent CHC is to carry out Customer's obligations under the Privacy Rule, CHC will comply with the requirements of the Privacy Rule that apply to Customer's compliance with such obligations. 3. Obligations of CHC

3.1. Appropriate Safeguards. CHC will implement and maintain appropriate administrative, physical, and technical safeguards

to comply with the Security Rule with respect to Electronic PHI, to prevent Use or Disclosure of such information other than as provided for by the Agreement and this Addendum.

3.2. Reporting of Improper Use or Disclosure, Security Incident or Breach. CHC will report to Customer any Use or Disclosure of PHI not permitted under this Addendum, Breach of Unsecured PHI or any Security Incident, without unreasonable delay, and in no event more than fifteen (15) business days following Discovery; provided, however, that the parties acknowledge and agree that this Section constitutes notice by CHC to Customer of the ongoing existence and occurrence of attempted but Unsuccessful Security Incidents. 'Unsuccessful Security Incidents' will include, but not be limited to, pings and other broadcast attacks on CHC's firewall, port scans, unsuccessful log-on attempts, denials of service and any combination of the above, so long as no such incident results in unauthorized access to, Use or Disclosure of PHI. CHC's notification to Customer of a Breach will comply with the requirements set forth in 45 C.F.R. 164.404.

3.3. CHC's Subcontractors. If any Subcontractor of CHC creates, receives, maintains, or transmits PHI on behalf of CHC for the Services provided to Customer, CHC agrees to enter into an agreement with such Subcontractor that contains substantially the same restrictions and conditions on the Use and Disclosure of PHI as contained in this Addendum.

3.4. Access to PHI. To the extent CHC agrees in the Agreement to maintain any PHI in a Designated Record Set that is not duplicative of a Designated Record Set maintained by Customer, CHC will make such PHI available to Customer within 15 business days of CHC's receipt of a written request from Customer.

Customer is solely responsible for: (a) making all determinations regarding the grant or denial of an Individual's request for PHI contained in a Designated Record Set, and Business Associate will make no determinations; and (b)

releasing PHI contained in a Designated Record Set to an Individual pursuant to a request; and (c) all associated costs and liabilities. 3.5. Amendment of PHI. To the extent CHC agrees in the Agreement to maintain any PHI in a Designated Record Set that is not duplicative of a Designated Record Set maintained by Customer, CHC agrees to make the information available to Customer for amendment within 20 business days of CHC's receipt of a written request from Customer.

3.6. Accounting of Disclosures. CHC will provide to Customer, within 30 business days of CHC's receipt of a written request from Customer, an accounting of Disclosures of PHI as is required to permit Customer to respond to a request by an Individual for an accounting of Disclosures of PHI in accordance



with 45 C.F.R. 164.528.

3.7. Governmental Access to Records. CHC will make its internal practices, books and records relating to the Use and Disclosure of PHI available to the Secretary for purposes of the Secretary determining compliance with the Privacy Rule, the Security Rule, or the Breach Notification Rule.

3.8. Mitigation. To the extent practicable, CHC will cooperate with Customer's efforts to mitigate a harmful effect that is known to CHC of a Use or Disclosure of PHI by CHC that is not permitted by this Addendum.

3.9. Minimum Necessary. To the extent required by the 'minimum necessary' requirements under HIPAA, CHC will only request, Use, and Disclose the minimum amount of PHI necessary to accomplish the purpose of the request, Use, or Disclosure.

#### 4. Customer Obligations.

Customer will notify CHC 15 business days, if practicable, prior to the effective date of: (a) any limitations in its notice of privacy practices in accordance with 45 C.F.R. 164.520; (b) any changes in, or revocation of, permission by an Individual to Use or Disclose PHI; or (c) any restriction to the Use or Disclosure of PHI that Customer has agreed to in accordance with 45 C.F.R. 164.522. Customer will make a notification to the extent that the limitation, restriction, or change may affect CHC's Use or Disclosure of PHI in connection with the Services, and, with respect to those changes described in (b) and (c), Customer will take all necessary measures to ensure that CHC will not receive any PHI following the date of any changes in or revocation of permission described in (b) or any restriction described in (c) and will assume any associated liabilities.

#### 5. Term and Termination

5.1. Term. The term of this Addendum commences on the Effective Date and automatically terminates upon the termination of the Agreement.

5.2. Termination for Cause. Upon either party's knowledge of a material breach by the other party of this Addendum, the non-breaching party may terminate this Addendum immediately if cure is not possible. Otherwise, the non-breaching party will provide written notice to the breaching party detailing the nature of the breach and providing an opportunity to cure the breach within twenty (20) business days. Upon the expiration of the twenty (20) day cure period, the non-breaching party may terminate this Addendum. Termination under this section will terminate this Addendum solely as it applies to the Services giving rise to the material breach.

#### 5.3. Effect of Termination.

5.3.1. Except as provided in Section 5.3.2, upon termination of this Addendum for any reason, CHC will return or destroy all PHI

that CHC or its Subcontractor maintain in any form or format, at Customer's expense.

5.3.2. If CHC believes that returning or destroying PHI upon termination of this Addendum for any reason is infeasible, CHC will: (a) extend the protections of this Addendum to the PHI; and (b) limit further Uses and Disclosures of such PHI to those purposes that make the return or destruction infeasible, for so long as CHC maintains the PHI.

5.3.3. The rights and obligations of CHC under Section 5.3 of this Addendum will survive the termination of this Addendum.

## 6. Cost Reimbursement

6.1. Cost Reimbursement. In the event of a Breach caused solely by CHC or its employees or subcontractors and notice to Individuals is required pursuant to the Breach Notification Rule, CHC agrees to reimburse Customer for the reasonable and substantiated costs related to the following: providing notifications to affected individuals, the media, or the Secretary, providing credit monitoring services to the affected individuals, if appropriate, for up to one (1) year, any fines and penalties assessed against Customer directly attributable to a Breach by CHC or its employees or subcontractors, investigation costs, and mitigation efforts required under the Privacy Rule or Security Rule.

## 7. Cooperation in Investigations

Each party will cooperate in good faith with the other party in connection with any request by a federal or state governmental authority for additional information and documents or any governmental investigation, complaint, action or other inquiry.

## 8. Compliance with Law

The parties are required to comply with federal and state laws regarding the protection of PHI as defined by HIPAA. If this Addendum must be amended to secure such compliance, the parties will meet in good faith to agree upon non-financial terms to amend this Addendum.

9. Construction of Terms. The terms of this Addendum will be construed in light of any applicable interpretation or guidance on the Privacy Rule, the Security Rule, or the Breach Notification Rule issued by HHS.

