

Terms & Conditions

THIS AGREEMENT (this "**Agreement**") by and between Change Healthcare Solutions, LLC ("**CHC**") and the party registered to use the CHC Services ("**Provider**") consists of the terms and conditions set forth below (the "**General Terms and Conditions**") and pricing and other terms applicable to the CHC Services selected by Provider. For adequate consideration, the receipt of which is hereby acknowledged, each of CHC and Provider, 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 "**Effective Date**" shall mean the date this document is accepted by CHC.

1.3 "**CHC IP**" shall mean the CHC Software, CHC Products, CHC Services and CHC Materials provided hereunder.

1.4 "**CHC Materials**" shall mean all specifications and written materials (including but not limited to any and all training materials, Specifications, designs and design documents, information manuals, and all other documentation) provided to Provider by CHC with respect to the CHC Products and CHC Services provided hereunder.

1.5 "**CHC Products**" shall mean all equipment, hardware, firmware, and CHC Software and other applications, and all modifications, updates, enhancements, or replacements for any of the foregoing, furnished to Provider by CHC hereunder.

1.6 "**CHC Services**" shall mean the eligibility verification, claims management and other services performed by CHC or one of its Affiliates from time to time for Provider through use of the CHC Products.

1.7 "**CHC Software**" shall mean those computer software programs (whether in source or object code form) to be provided by CHC hereunder for the purpose of facilitating the Services, if applicable.

1.8 "**CHC Specifications**" shall mean the CHC technical and operational specifications in effect from time to time as applicable to each CHC Product and CHC Service.

1.9 "**Payers**" shall mean those entities that receive Transactions submitted by Provider through the CHC Services, as identified from time to time by CHC.

1.10 "**Transactions**" shall mean batch and real-time healthcare transactions submitted by Provider to CHC for transmission to a Payer, whether or not a Payer accepts or favorably adjudicates such transactions.

2. Right to Use the CHC Products and the CHC Services.

Subject to the terms and conditions of this Agreement, CHC grants to Provider a non-exclusive and non-transferable license for the term of this Agreement to use the specified CHC Products and CHC Services, including the machine readable object code version of the CHC Software, if applicable, only at the designated Facilities for the internal use of Provider for the processing of patient information and development of data with respect to Payers. This license grant to Provider also includes the right to use the CHC Materials at the Facilities solely to assist Provider in its use of the CHC Products and CHC Services. No rights are granted to the CHC IP except as explicitly set forth in this Agreement. Provider may make one copy of the CHC Software, if applicable, only for backup and archival purposes, provided that such copy shall bear CHC's copyright, trademark, and other proprietary rights and confidentiality notices. Provider shall not remove any such CHC proprietary rights and/or confidentiality notices from the CHC Software or CHC Materials.

3. Maintenance and Support. CHC shall provide reasonable ongoing technical support through telephone consultations with respect to the CHC Products and the CHC Services, and shall provide a local or toll-free telephone number for access to CHC's technical support facility for this purpose. CHC shall be the sole source of maintenance and/or support services for the CHC Products and the CHC Services. Provider shall be responsible for the day-to-day operation of the CHC Software, if applicable, and acquiring, operating, and maintaining in good working order the computer hardware, software, and peripheral equipment used in conjunction with and/or necessary for the operation of the CHC Software and/or the CHC Services. CHC shall have no responsibility for any costs incurred in connection with modifications or enhancements to Provider's system necessary for implementing Provider's interface with the CHC Products or the CHC Services or in connection with Provider's use of the CHC Services, unless otherwise expressly set forth in a Schedule hereto. CHC may from time to time in its sole discretion, without liability to Provider, suspend, revise, modify, update or replace any CHC Products or CHC Services in whole or in part, provided the CHC Products and CHC Services are not adversely affected in any material manner and CHC notifies Provider of any such event with reasonable promptness after determining that such event will occur. CHC shall furnish Provider with appropriate CHC Materials in connection therewith in a manner reasonably calculated to allow implementation and testing by Provider before the effective date of such event.

4. Fees.

4.1 Provider agrees to pay CHC for the CHC Services and any other monies due CHC pursuant to this Agreement in accordance with the pricing for each CHC Service selected by Provider. Payment is due within thirty (30) days after receipt of invoice. CHC reserves the right to suspend use of the CHC Services if undisputed past due invoices are

not remedied within ten (10) days following oral or written notice by CHC, and all costs of collection, including reasonable attorneys' fees, shall be paid by Provider. Except as provided otherwise on any fee schedule, the fees, charges and financial terms of this Agreement shall be unchanged for the first year of this Agreement, and are subject to increase or modification by CHC thereafter no more than once each calendar year during the term of this Agreement upon thirty (30) days prior notice.

4.2 Notwithstanding the foregoing, CHC shall be entitled at any time without prior notice to pass through any access fees and/or increase in communications tariffs related to the CHC Services, including, without limitation, government-imposed access fees, fees resulting from changes in regulation or statute, any third party-imposed access fees, or any other fees assessed against Provider and outside of Provider's reasonable control. CHC shall make available to Provider upon request documentation relating to such pass-through fees in connection with the CHC Services.

4.3 Customer 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, telecommunication and other taxes (excluding any taxes imposed on Company's income) imposed by any federal, state or local government or regulatory authority with respect to the performance of the Services or delivery of the Materials by Company 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 Customer of the applicable IP, the invoicing by Company for the applicable IP, or the termination of this Agreement. If Customer is tax-exempt, Customer must submit with this Agreement evidence of its tax-exempt status.

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

5. Provider Obligations.

5.1 Provider agrees to transmit Transactions through the CHC Services only in accordance with the requirements, procedures, data element standards, formats, codes, protocols and edits set forth in the then applicable CHC Specifications.

5.2 Provider shall promptly report to CHC any performance problems related to the CHC Products and the CHC Services, including a description of the circumstances surrounding their occurrence.

5.3 Provider shall execute any and all documents and comply with any and all applicable procedures, rules and regulations which CHC, the applicable Payer, or applicable law may require for transmission by CHC of Transactions to such Payer's system, including without limitation, rules governing record retention, non-discrimination, and error resolution as promulgated by the CHC Services, American Express, MasterCard, VISA, the settlement bank, and insurance carriers, each as amended from time to time. Provider also shall adhere to such rules and regulations as are required by governmental agencies having jurisdiction, including the Department of Health and Human Services ("HHS"). Provider shall provide all supporting documents requested by CHC necessary to comply with said rules and regulations. In furtherance thereof, CHC is required to pass on and/or obtain the following covenants from Provider relating to eligibility Transactions with Medicaid programs: (a) access to eligibility information shall be restricted to the sole purpose of verification of Medicaid eligibility where Medicaid payment for medical services has been requested by authorized parties or where otherwise permitted by federal or state statute or regulation; (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 the final authority; (c) Provider indemnifies and holds harmless each State, its agents and employees, from any and all claims by such Provider or any recipient who is aggrieved by the actions of Provider hereunder; and (d) Customer is an approved Medicaid provider in each State to which it submits eligibility Transactions, and has supplied its correct Provider Identification Number for each such State on the signatory page hereto; and (e) Provider agrees to abide by the Federal and State regulations regarding confidentiality of information.

5.4 Provider hereby appoints CHC as its attorney-in-fact for the limited purpose of using the information Provider provides to submit electronic Transactions and/or sign hard copy (paper) Transactions on Provider's behalf to third-party Payers or processors, including but not limited to commercial insurers, Medicare, Medicaid, and government agencies, and, where appropriate, agencies or carriers covering work-related accident or illness benefits where Provider's signature is required for Transaction processing. Provider acknowledges that CHC is not responsible for the content or adjudication of any Medicare, Medicaid, work-related accident or illness claim or other insurance claim, and Provider retains all liability on such claims and agrees to indemnify and hold CHC harmless on account of all such claims, including the reconciliation or adjustment of any claim.

5.5 Provider shall guarantee that all Transactions submitted to the CHC Services by Provider will be on behalf of physicians or suppliers that have executed appropriate written authorizations for such submission, and a true copy of such authorization shall be furnished to CHC upon request. Provider also shall guarantee that each claim shall be maintained by Provider for a period of seventy-two (72) months in such manner as to assure that such claim can be associated or identified with a claim form from the applicable physician or supplier.

5.6 Provider shall retain records relative to Provider's use of the CHC Services in accordance with sound business practices, and CHC may request access during normal business hours upon reasonable advance prior notice to such records as are reasonably necessary to examine Provider's compliance with its obligations hereunder. Provider shall use these services for dental purposes only.

6. Proprietary Rights and Confidentiality.

6.1 Provider acknowledges and agrees that the CHC IP and all intellectual property rights (including, without limitation, trademark, copyright, patent, trade secrets and confidential information rights) derived or devolving

from the CHC Software, CHC Products, CHC Materials or the performance of the CHC Services, and all derivative works of the CHC IP (including, without limitation, data compilations, abstracts, 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 the confidential property and trade secrets of CHC and "Confidential Information" of CHC subject to Section 6.2 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 Provider pursuant to this Agreement. Provider 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, or copy, modify, transfer or prepare any derivative works from, the CHC IP, except as specifically authorized by CHC in writing or as otherwise provided herein. Provider shall reasonably cooperate with CHC in any claim or litigation against third parties that CHC may determine to be appropriate to enforce its property rights respecting the CHC IP. The breach or threatened breach by Provider of any provision of this Article 6 will subject Provider, at CHC's option, to the immediate termination of all Provider's rights hereunder, and CHC shall be entitled to seek an injunction restraining such breach without limiting CHC's other remedies for such breach or threatened breach, including recovery of damages from Provider.

6.2 Each party shall retain in confidence and not disclose to any other person, except in confidence and in accordance with this Section 6.2, any of the terms of 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. Each party shall hold the Confidential Information of the other in confidence and protect the same with at least the same degree of care with which it protects its own most sensitive confidential information, but in any event, no less than reasonable care.

6.3 If a party is required by judicial, administrative or other governmental order to disclose any Confidential Information of the other party, it shall promptly notify the other party prior to making any such legally required disclosure and provide reasonable cooperation in order to allow such party to seek a protective order or other appropriate remedy prior to complying with such order.

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

7. Business Associate Terms.

Both CHC and Provider agree to use the CHC Services in accordance with applicable laws and regulations. Provider warrants that it has obtained and will obtain such authorization from its current and future patients as may be required under applicable law to permit Provider to utilize the CHC Services. CHC agrees that it shall maintain a copy of this Agreement, and any books, internal practices and records relating to the use and/or disclosure of Protected Health Information to the Secretary of HHS for purposes of determining the Provider's compliance with the Privacy Regulation.

7.1 The parties desire to meet their obligations, to the extent applicable, under the Standards for Privacy of Individually Identifiable Health Information (the "Privacy Regulation") and the Health Insurance Reform: Security Standards (the "Security Regulation") published by the U.S. Department of Health and Human Services ("HHS") at 45 C.F.R. parts 160 and 164 under the Health Insurance Portability and Accountability Act of 1996, as amended ("HIPAA").

7.2 Except as otherwise specified herein, CHC may make any and all uses and disclosures of Protected Health Information created, maintained or transmitted from or on behalf of Provider necessary to perform the services under this Agreement. CHC may perform Data Aggregation services for the Health Care Operations of Provider.

7.3 Unless otherwise limited herein, CHC may: (a) consistent with 45 C.F.R. § 164.504(e)(4), use and disclose the Protected Health Information in its possession for its proper management and administration and to fulfill any present or future legal responsibilities of CHC, provided that (i) the disclosures are Required by Law; or (ii) any third party to which CHC discloses Protected Health Information for those purposes provides reasonable assurances that the information will be held confidentially and used or further disclosed only as Required by Law or for the purpose for which it was disclosed to the third party, and the third party promptly will notify CHC of any instances of which it becomes aware in which the confidentiality of the information has been breached; and (b) de-identify any and all Protected Health Information in accordance with 45 C.F.R. § 164.514(b). Provider acknowledges and agrees that de-identified information is not Protected Health Information and that CHC on behalf of itself and/or its Affiliates (as defined below) may use such de-identified information for any lawful purpose. For purposes of this Section 7, the term "Affiliate" shall mean the following entities, as amended from time to time: Change Healthcare

Correspondence Services, Inc., Change Healthcare Business Fulfillment, LLC, Change Healthcare Communications, LLC, Change Healthcare Engagement Solutions, Inc., Change Healthcare eRx Canada, Inc., Altegra Health, Inc., Altegra Health Operating Company, LLC, Altegra Health Connections, LLC, Equiclam, LLC, Goold Health Systems, TC3 Health, Inc., and Vieosoft, Inc. In addition, CHC, from time to time, lists on its corporate website its affiliates which are business associates for purposes of HIPAA compliance ("HIPAA BA Subs"). Each HIPAA BA Sub that creates, receives, maintains or transmits Protected Health Information through the performance of Services to Provider shall be deemed to be a New Party without further action by any Party hereto. Whenever a New Party joins this Section 7, it will be deemed amended (and shall be revised at the request of any Party or CHC as agent for the Business Associates) to list such New Party as a Business Associate herein.

7.4 CHC agrees to: (a) not use or further disclose the Protected Health Information other than as permitted or required by this Agreement or as otherwise Required by Law; provided that, to the extent CHC is to carry out Provider's obligations under the Privacy Regulation, CHC will comply with the requirements of the Privacy Regulation that apply to Provider in the performance of those obligations.

(b) report to the Provider any use and/or disclosure of the Protected Health Information of which CHC becomes aware that is not permitted or required by this Agreement, including but not limited to any breach of unsecured Protected Health Information as required by 45 C.F.R. § 164.410;

(c) report to Provider any Security Incident of which it becomes aware in accordance with 45 C.F.R. § 164.314(a)(2)(i)(C);

(d) implement and use appropriate administrative, physical, and technical safeguards and, as of September 23, 2013, comply with applicable Security Regulation requirements with respect to electronic Protected Health Information, to prevent use or disclosure of Protected Health Information other than as provided for by this Agreement.

(e) in accordance with 45 C.F.R. § 164.502(e)(1)(ii) and 45 C.F.R. § 164.308(b)(2), ensure that any subcontractors of CHC that create, receive, maintain or transmit Protected Health Information on behalf of CHC agree to the same restrictions and conditions on the use and/or disclosure of Protected Health Information that apply to the CHC, including complying with the applicable Security Regulation requirements with respect to electronic Protected Health Information;

(f) make available its internal practices, books and records relating to the use and/or disclosure of Protected Health Information to the Secretary of HHS for purposes of determining the Provider's compliance with the Privacy Regulation;

(g) document and, within thirty (30) days of receiving a written request from Provider, make available to Provider such information necessary for Provider to make an accounting of disclosures of an individual's Protected Health Information in accordance with 45 C.F.R. § 164.528 and, as of the date compliance is required by final regulations, 42 U.S.C. § 17935(c);

(h) within fifteen (15) days of receiving a written request from Provider, make available Protected Health Information, in accordance with 45 C.F.R. § 164.524, as necessary for Provider to respond to individuals' requests for access to Protected Health Information about them, including, as of September 23, 2013, providing or sending a copy to a designated third party and providing or sending a copy in electronic format, to the extent that the Protected Health Information in CHC's possession constitutes a Designated Record Set;

(i) within thirty (30) days of receiving a written request from Provider, incorporate any amendments or corrections to the Protected Health Information in accordance with 45 C.F.R. § 164.526, to the extent that the Protected Health Information in CHC's possession constitutes a Designated Record Set.

7.5 (a) With regard to the use and/or disclosure of Protected Health Information by the CHC, the Provider agrees:

(i) to obtain any consent, authorization or permission that may be required by the Privacy Regulation or any other applicable federal, state or local laws and/or regulations prior to furnishing CHC the Protected Health Information pertaining to an individual; and (ii) that it will not furnish CHC Protected Health Information that is subject to any arrangements permitted or required of the Provider, including but not limited to, arrangements agreed to by Provider under 45 C.F.R. § 164.522 that may impact in any manner the use and/or disclosure of Protected Health Information by the CHC under this Agreement .

(b) Provider represents and warrants that its notice of privacy practices permits Provider to use and disclose Protected Health Information in the manner that CHC is authorized to use and disclose Protected Health Information under this Agreement.

7.6 Upon the termination of this Agreement, CHC agrees to return or destroy all Protected Health Information, including such information in the possession of CHC's subcontractors, if it is feasible to do so. If return or destruction of said Protected Health Information is not feasible, CHC will extend any and all protections, limitations and restrictions contained in this Agreement to CHC's use and/or disclosure of any Protected Health Information retained after the termination of this Agreement, and limit any further uses and/or disclosures to the purposes that make the return or destruction of the Protected Health Information infeasible.

7.7 Provider shall notify CHC within ninety (90) days of any amendment to any provision of HIPAA, or its implementing regulations set forth at 45 C.F.R. parts 160 through 164, or other applicable law, which materially alters either Party's or the Parties' obligations under this Agreement. The Parties agree to negotiate in good faith mutually acceptable and appropriate amendment(s) to this Agreement to give effect to such revised obligations; provided, however, that if the Parties are unable to agree on mutually acceptable amendment(s) within ninety (90) days of the relevant change of law, either Party may terminate this Agreement consistent with sections 7.6 and 11.

7.8 The terms of this Section 7 shall be construed in light of any interpretation and/or guidance on HIPAA, the Privacy Regulation and/or the Security Regulation issued by HHS from time to time.

7.9 Regulatory citations in this Section 7 are to the United States Code of Federal Regulations Title 45 parts 160 through 164, as interpreted and amended from time to time by HHS, for so long as such regulations are in effect. Unless otherwise specified in this Section 7, all capitalized terms not otherwise defined shall have the meaning established for purposes of Title 45 parts 160 through 164 of the United States Code of Federal Regulations, as amended from time to time.

8. Representations and Warranties. CHC represents and warrants that the CHC Products and the CHC Services provided hereunder shall conform to the applicable 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 (i) any media or documentation which has been subjected to damage or abuse; (ii) 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 Product or CHC Service; (iii) any claim resulting from problems in the interaction of the CHC Products and/or the CHC Services with non-CHC software or equipment; (iv) any claim resulting from a breach by Provider of any of its obligations hereunder; or (v) errors or defects caused by Provider, its agents, contractors, employees or any third party not controlled by CHC.

9. Limitations of Liability.

9.1 CHC'S REPRESENTATIONS AND WARRANTIES ARE THOSE SET FORTH IN ARTICLE 9 OF THIS AGREEMENT. CHC DISCLAIMS ALL OTHER REPRESENTATIONS AND 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 PROVIDER IS SUBMITTING. IN NO EVENT SHALL CHC BE LIABLE FOR INCIDENTAL, CONSEQUENTIAL OR SPECIAL DAMAGES, INCLUDING BUT NOT LIMITED TO LOST PROFITS, EVEN IF CHC HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. CHC'S AGGREGATE LIABILITY TO PROVIDER UNDER THIS AGREEMENT AND WITH RESPECT TO THE CHC IP FURNISHED HEREUNDER (WHETHER UNDER CONTRACT, TORT, OR ANY OTHER THEORY OF LAW OR EQUITY) SHALL NOT EXCEED, UNDER ANY CIRCUMSTANCES, THE PRICE PAID BY PROVIDER TO CHC FOR THE PARTICULAR CHC IP INVOLVED DURING THE ONE YEAR PRECEDING PROVIDER'S CLAIM. 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 that any 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 results in damage to Provider, then CHC's sole obligation and liability to Provider for such event (subject to reasonable mitigation by Provider and the limitation of liability set forth in Section 9.1), shall be limited to furnishing credits on subsequent invoices from CHC to Provider in an amount equal to Provider's actual damages incurred for reconstructing or retransmitting the data, including reasonable out-of-pocket expenses that Provider can demonstrate it has sustained and that are directly attributable to such failure. Provider further agrees that CHC shall not be liable in any way for any inaccuracy resulting from errors or omissions or negligent or other wrongful acts of any employee or agent of Provider and its Affiliates and their respective agents. Any claim against CHC by Provider must be asserted in writing within sixty (60) days after CHC should have transmitted accurate information received from Provider or the transmission of inaccurate information on which the claim is based, whichever is applicable. Provider hereby agrees to promptly supply to CHC documentation reasonably requested by CHC to support any claim of Provider. THIS SECTION STATES THE ENTIRE LIABILITY OF CHC WITH RESPECT TO CLAIMS THAT INFORMATION WAS NOT TRANSMITTED OR WAS TRANSMITTED INACCURATELY BY CHC.

9.3 CHC shall have no responsibility for determining the accuracy of any claim submitted, for settling disputed claims, for settling disputed payments, for settling disagreements or disputes between a Payer and Provider, for any liability for the acts of a Payer and/or Provider that violate the Social Security Act and related regulations and/or guidelines, or for any liability foreseeable or otherwise occurring beyond CHC's transmission of data.

9.4 Any claim or cause of action arising out of, based on, or relating to this Agreement not presented by Provider within one (1) year from the discovery of the claim or cause of action shall be deemed waived. Provider shall use commercially reasonable efforts to mitigate damages for which CHC may become responsible under this Agreement.

9.5 Except for Provider's payment obligations hereunder, neither party shall be responsible for delays or failures in performance resulting from acts or events beyond its reasonable 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 The initial term of this Agreement shall commence on the Effective Date (Date of Registration). Thereafter, this Agreement shall continue to be in force unless either party gives notice to the other at least thirty (30) days prior to the decision not to continue this Agreement.

10.2 Furthermore, either party shall have the right to terminate this Agreement effective immediately upon notice in the event that the other party ceases to conduct its business in the ordinary course, becomes legally insolvent,

or avails itself of or becomes subject to any proceeding under the bankruptcy laws of any applicable jurisdiction. CHC shall have the additional right to terminate: (a) any CHC Service and/or CHC Product effective upon reasonable advance notice by CHC to Provider that CHC is no longer offering or providing support for the applicable CHC Service and/or CHC Product; or (b) the use of the CHC Services and/or CHC Products for Transactions falling under the jurisdiction of the HHS Secretary, immediately upon notice if such termination is required by the HHS Secretary or his/her designee in the event of fraudulent or questionable billing practices of Provider.

10.3 Upon expiration or termination of this Agreement for any reason, (i) all license rights granted Provider hereunder shall terminate; (ii) Provider shall immediately cease using the CHC Products and the CHC Services; (iii) Provider shall promptly return to CHC, at Provider's expense, all CHC Products and CHC Materials, related documentation and copies of the foregoing; (iv) Provider will pay any outstanding balance for the CHC Services and the CHC Products, and the reduced value of all CHC Products not returned or returned damaged beyond normal wear and tear; and (v) the provisions of Sections 4.3, 9.1, 9.4, 10.3, 11.4 and 11.9 and Article 5 shall survive.

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.

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.

11.3 Each party represents and warrants that, as of the Effective Date, neither it nor its medical staff, partners, officers, directors, or employees are or have been (i) sanctioned for, or convicted of, a criminal offense related to health care or (ii) barred, suspended or terminated from participation in a state or federal health care program. Each party agrees that, should it or its medical staff, partners, officers, directors, or employees become so sanctioned, convicted, barred, suspended or terminated, this Agreement will automatically terminate.

11.4 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.

11.5 Provider shall not assign, sell or otherwise transfer this Agreement or any rights hereunder without the express prior written consent of CHC, which consent shall not be unreasonably withheld. An assignment hereunder shall be deemed to include a transfer of control or a majority equity ownership of Provider. Notwithstanding the foregoing, CHC may terminate this Agreement in its sole discretion if Provider merges or consolidates with a competitor of CHC, effective immediately upon notice to Provider. Any purported assignment in violation of this provision shall be null and void and shall entitle CHC to terminate this Agreement effective immediately upon notice to Provider. This Agreement shall be binding upon and shall inure to the benefit of the parties and their respective successors and assigns.

11.6 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 and is the entire Agreement between the parties and/or their Affiliates with respect to its subject matter. In the event of a conflict or inconsistency between the General Terms and Conditions and the terms and conditions of any Schedule hereto, the terms and conditions of the Schedule shall take precedence. 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.

11.7 This Agreement cannot be terminated (other than as set forth herein) or changed except pursuant to a writing signed by an authorized representative of each party. 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.

11.8 This Agreement and any amendments hereto may be executed in one (1) or more counterparts, each of which shall be an original, but all of which together shall constitute one (1) instrument. The section headings of this Agreement are inserted for reference and convenience purposes only, and do not constitute a part, nor shall affect the meaning or interpretation of, this Agreement.

11.9 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.

IN WITNESS WHEREOF, CHC AND PROVIDER, INTENDING TO BE LEGALLY BOUND, HAVE CAUSED THIS AGREEMENT TO BE EXECUTED ONLINE BY ACCEPTING THIS AGREEMENT USING THE 'ACCEPT' BUTTON WHICH IS NECESSARY TO COMPLETE THE REGISTRATION PROCESS, BY THEIR AUTHORIZED REPRESENTATIVES AS OF THE DATE SET OF REGISTRATION.