



Terms of Service

Client acknowledges and agrees to the following terms and conditions.

1. **Services.**

1.1 **Services.** The Company will provide to Client the services ("**Services**") that are set forth in the quotation sales order form ("**Order Form**"). The Company will assign employees and subcontractors with qualifications suitable for the work described in the Order Form. Company may replace or change employees and subcontractors in its sole discretion with other suitably qualified employees or subcontractors. The additional terms and conditions set forth in Exhibit A shall apply to the Company's credentialing services.

1.2 **Client's Use of Services.** Client agrees that neither it nor its employees, agents or contractors will: (a) use any of the Services in a manner that violates any applicable law, rule or regulation; (b) provide any false or misleading information to Company or otherwise attempt to submit false or incorrect claims; or (c) use, provide access to or otherwise exploit any Company Technology or Company Confidential Information in any way that would replace or be competitive with the Company's services. Client also agrees not to permit or enable any other person to do any of the foregoing.

2. **Access to Client Systems and Data.**

2.1 **Client Cooperation.** In order for the Company to perform its obligations under this Agreement, Client must provide the Company with full, good faith cooperation and access to such information and systems as may be required by the Company to perform the Services as may be described in the Order Form or documentation provided by the Company in connection with the Services. Such assistance includes providing correct, accurate and complete Client Data, access to applicable portions of Client's computer systems and security access; access to applicable Client accounts with external websites such as clearinghouses and insurance payor sites, personnel assistance as may be reasonably requested by the Company from time to time; and Client making decisions and communicating information in a timely manner. The specific access to Client or third-party systems will vary depending on the Services and will be coordinated between Client and the Company. Client acknowledges and agrees that the Company's performance of any Services is both contingent and dependent upon such cooperation by Client. "**Client Data**" means the Client data provided or made available to the Company as part of the Services which may include provider data, claims data and patient data. The specific type of Client Data shared or received will vary depending on the Services.

2.2 **Business Associate Agreement.** The Company and Client may enter into a separate Business Associate Agreement if appropriate for the particular Services. In the event of, and to the extent of, any conflict between the Business Associate Agreement and the terms of this Agreement, the Business Associate Agreement shall control where the issue pertains to Protected Health Information (as that term is defined in the Business Associate Agreement), and this Agreement shall control in all other cases.

2.3 **Right to Use Client Data.** Client represents and warrants to the Company that it has the right to provide the Client Data to the Company and that neither the provision of the Client Data to the Company nor the Company's use of such Client Data in accordance with this Agreement infringes or violates any intellectual property rights, publicity, privacy, confidentiality, contractual or other rights. Client hereby grants to the Company authorization and right to use the Client Data to provide and improve the Services.

3. **Fees and Payments.**

3.1 **Service Fees.** All fees and charges will be set forth in the Order Form. Client will provide credit card or other payment method information on the Order Form and sign an authorization form authorizing the Company to initiate payment of the Services Fee directly.

3.2 **Payment.** All fees, charges and expenses invoiced under this Agreement will be due and payable by Client in United States currency within thirty (30) days of the date of the invoice, unless expressly provided otherwise in the Order Form. Each invoice will set forth in reasonable detail the work covered by the invoice and the applicable fees. All fees payable under this Agreement are exclusive of tax. Client shall pay any taxes, including sales, use, personal property, excise, or other taxes and duties imposed with respect to all Services under this Agreement, excluding only income taxes payable by the Company. Late payments shall accrue interest from the date

due until the date paid at a rate of one percent (1%) per month, or the maximum rate allowed under applicable law, whichever is less.

4. Warranties and Disclaimers.

4.1 Warranties. Each Party represents and warrants to the other: (a) that it is a legal entity duly organized and existing under the laws of the state of its formation; (b) that it has the right to enter into this Agreement; and (c) that its entry into this Agreement will not cause a breach of its contractual obligations to third parties.

4.2 Services Warranties. Company warrants to Client that it will perform the Services in a professional and workmanlike manner in accordance with generally accepted industry practices. Should Client identify a failure of the Services to conform to this warranty, Client must notify Company in writing within thirty (30) days after the defective Services were performed, and in such event, Client's sole remedy and Company's sole obligation pursuant to this warranty shall be for Company to correct the defects or re-perform the Services.

4.3 Disclaimers. EXCEPT FOR THE FOREGOING EXPRESS WARRANTIES IN THIS AGREEMENT OR AN APPLICABLE ORDER FORM, NEITHER PARTY MAKES ANY OTHER WARRANTIES, EITHER EXPRESS OR IMPLIED, UNDER THIS AGREEMENT AND HEREBY DISCLAIMS ALL IMPLIED WARRANTIES, INCLUDING ANY WARRANTIES REGARDING MERCHANTABILITY, FITNESS FOR PURPOSE, NON-INFRINGEMENT, ACCURACY OF DATA OR CORRESPONDENCE WITH DESCRIPTION AND ANY WARRANTY ARISING FROM A COURSE OF DEALING, USAGE, OR TRADE PRACTICE.

4.4 Limitation on Liability. NEITHER PARTY SHALL BE LIABLE FOR ANY CONSEQUENTIAL, INCIDENTAL, INDIRECT, EXEMPLARY, SPECIAL OR PUNITIVE DAMAGES (INCLUDING LOST PROFITS), REGARDLESS OF WHETHER THE CLAIM GIVING RISE TO SUCH DAMAGES IS BASED UPON BREACH OF WARRANTY, BREACH OF CONTRACT, STRICT LIABILITY, NEGLIGENCE OR OTHER THEORY, EVEN IF A PARTY HAS BEEN ADVISED OF THE POSSIBILITY THEREOF. IN NO EVENT SHALL COMPANY BE LIABLE TO CLIENT FOR DAMAGES UNDER THIS AGREEMENT IN EXCESS OF THE TOTAL FEES PAID BY CLIENT TO COMPANY UNDER THE APPLICABLE ORDER FORM DURING THE TWELVE MONTHS IMMEDIATELY PRECEDING TO THE DATE OF THE CLAIM GIVING RISE TO SUCH LIABILITY. CLIENT ACKNOWLEDGES AND AGREES THAT COMPANY SHALL NOT BE LIABLE FOR AND HEREBY ACCEPTS NO LIABILITY FOR OR IN CONNECTION WITH ANY HEALTHCARE PAYER, INSURANCE CLAIMANT, PATIENT, PROVIDER, STATE OR REGULATORY BODY OR OTHER THIRD PARTY ARISING FROM OR RELATING TO ANY DISPUTES, CLAIMS, FINES, PENALTIES, LITIGATION OR OTHER COSTS OR LOSSES CONCERNING PAYMENT OF CLAIMS OR REGULATORY FILINGS.

5. Indemnification.

5.1 Company Indemnification. Company shall defend, indemnify, and hold harmless Client and its employees, directors and officers, from and against any and all unaffiliated third-party claims, actions, suits, investigations, governmental actions, liabilities, judgments, demands, losses, damages, costs or expenses, including reasonable attorneys' fees, arising out of any breach by Company of Section 6.1 of this Agreement.

5.2 Client Indemnification. Client shall defend, indemnify, and hold harmless Company and its employees, directors and officers, from and against any and all unaffiliated third-party claims, actions, suits, investigations, governmental actions, liabilities, judgments, demands, losses, damages, costs or expenses, including reasonable attorneys' fees, arising out of any breach by Client of Section 1.2 of this Agreement.

5.3 Indemnification Procedures. A Party's right to indemnification under this Agreement (such Party referred to herein as an "**Indemnified Party**") is conditioned upon the following: (i) prompt written notice to the Party obligated to provide indemnification (such Party referred to herein as an "**Indemnifying Party**") of any claim, action or demand for which indemnity is sought; (ii) control of the investigation, preparation, defense and settlement thereof by the Indemnifying Party; and (iii) such reasonable cooperation by the Indemnified Party, at the Indemnifying Party's request and expense, in the defense of the claim.

6. Confidentiality and Proprietary Rights.

6.1 Confidentiality. Each Party shall, and shall cause its affiliates to, hold, and shall use its reasonable best efforts to cause its or their respective representatives to hold, in confidence any and all information, whether written or oral, concerning the matters set forth in this Agreement, except to the extent that the other Party can show that such information (a) is generally available to and known by the public through no fault of such other Party, any of its affiliates or their respective representatives; or (b) is lawfully acquired by such other Party, any of its affiliates or their respective representatives from sources that are not prohibited from disclosing such information by a legal, contractual or fiduciary obligation. If either Party or any of its affiliates or their respective representatives

are compelled to disclose any information by judicial or administrative process or by other requirements of law, then such Party shall promptly notify the other Party in writing and shall disclose only that portion of such information which such Party is advised by its counsel in writing is legally required to be disclosed; provided, that such Party shall use commercially reasonable efforts to obtain an appropriate protective order or other reasonable assurance that confidential treatment will be accorded such information.

6.2 **Proprietary Rights.** As between the Parties, (a) each Party retains ownership to its Confidential Information, (b) the Company shall exclusively own all right, title and interest in and to the underlying technology, software and analytics and any models, methods, algorithms, discoveries, inventions, modifications, customizations, derivatives, materials, ideas and other work product that is conceived, originated or prepared in connection with the Services or related to this Agreement ("**Company Technology**"), and all related intellectual property rights, and (c) Client shall exclusively own all right, title and interest in and to the Client Data provided by Client. The Company shall be free to use the ideas, concepts, techniques and know-how used and developed in connection with this Agreement. The Company shall be free to perform similar services for other clients and customers, including competitors of Client, using general knowledge, skills and experience obtained in connection with this Agreement.

7. Term and Termination.

7.1 **Term.** This Agreement shall remain in effect for the duration specified in the Order Form (the "**Term**").

7.2 **Termination.** Either Party may terminate this Agreement upon the occurrence of any of the following events: (a) a breach by the other Party of any material term of the Agreement or numerous breaches of duties or obligations hereunder that cumulatively constitute a material breach of the Agreement, and the breaching Party fails to cure such breach(es) within thirty (30) days from receipt of written notice from the non-breaching Party identifying such breach(es); or (b) if the other Party ceases to conduct business in the ordinary course or is declared insolvent or bankrupt, or makes an assignment of substantially all of its assets for the benefit of creditors, or a receiver is appointed, or any proceeding is demanded by, for or against the other Party under any provision of bankrupt or insolvency legislation.

7.3 **Effect of Termination.** Upon the expiration or termination of this Agreement: (a) Client will have no further rights with respect to the Services and each Party will cooperate to deactivate Company's access to applicable accounts; and (b) all fees earned or unpaid as of the effective date of termination shall become immediately payable to the Company.

7.4 **Survival.** Sections 4.3, 4.4, 5, 6, 7.3 and 8 of this Agreement will continue in effect after termination of this Agreement.

8. Provisions of General Applicability.

8.1 **Independent Contracting Parties.** Nothing in this Agreement creates a joint venture, partnership, principal-agent or mutual agency relationship between the Parties. No Party has any right or power under this Agreement to create any obligation, expressed or implied, on behalf of the other Party or to act for or bind the other Party in any manner, except as expressly provided for in this Agreement. No employee of a Party will be deemed to be an employee of the other Party by virtue of this Agreement.

8.2 **Assignment.** Neither Party may assign its rights or obligations under this Agreement without the prior written consent of the other Party, which consent will not be unreasonably withheld. Notwithstanding the foregoing, either Party may assign its rights under this Agreement to an affiliate or a party purchasing the portion of such Party's business to which this Agreement relates, whether by merger, asset sale, stock sale or otherwise, without the other Party's consent. Further, the Company may engage third party contractor(s) to assist in providing the Services so long as the Company remains responsible for such obligations.

8.3 **Non-Waiver.** Neither Party will, by the lapse of time, and without giving written notice, be deemed to have waived any of its rights under this Agreement. No waiver of a breach of this Agreement will constitute a waiver of any prior or subsequent breach of this Agreement.

8.4 **Amendment.** This Agreement may not be amended except by a written agreement that acknowledges modification of this Agreement and which is signed by authorized representatives of Client and the Company.

8.5 **Notices.** Notices given under this Agreement must be in writing and must be (a) served personally, or (b) delivered by first class U.S. mail, certified or registered, postage prepaid and addressed to the addressees set forth below, or (c) delivered by overnight courier service, addressed to the addressees as set forth below. Notices

will be deemed received at the earlier of actual receipt in the case of personal service, overnight courier, or U.S. Mail delivery.

8.6 Severability. If any part of this Agreement is found to be illegal or unenforceable, then that part will be curtailed only to the extent necessary to make it, and the remainder of the Agreement, legal and enforceable.

8.7 Governing Law. This Agreement and the rights and obligations of the Parties hereunder shall be governed, construed and interpreted solely and exclusively in accordance with the laws of the State of Delaware, without giving effect to any laws which would result in the application of the laws of another jurisdiction.

8.8 Attorney's Fees. In any action to enforce any right or remedy under this Agreement or to interpret any provision of this Agreement, the prevailing Party will be entitled to recover its costs and expenses, including reasonable attorney's fees.

8.9 Force Majeure. Notwithstanding anything to the contrary herein, the Company shall not be deemed to be in default of any provision of this Agreement, including any Order Form, or be liable to Client or to any third party for any delay, error, failure in performance or interruption of performance due to any act of God, war, insurrection, acts of terrorism, riot, boycott, strikes, interruption of power service, interruption of Internet or communications service, labor or civil disturbance, acts of any other person not under the control of the Company or other similar causes ("**Force Majeure Event**"). The Company shall give Client reasonable written notification of any material or indefinite delay due to such causes.

8.10 Entire Agreement. This Agreement, including the Order Form, constitutes the sole, final and entire understanding of the Parties with respect to the subject matter hereof and supersedes all prior communications regarding its subject matter. This Agreement will not be more strongly construed against either Party, regardless of who is more responsible for its preparation. The titles or captions used in this Agreement are for convenience only and will not be used to construe or interpret any provision hereof. In the case of any conflict between the provisions of this Agreement and the Order Form, the provisions of this Agreement shall control.

Exhibit A Credentialing Service Terms

The following terms shall be applicable to credentialing services provided by the Company under a quotation sales order form ("**Order Form**"), which terms are hereby incorporated into the Agreement.

1. Description of Services.

1.1 Order Form. The Services being provided by the Company are limited to the following basic scope: i) the specific practice locations listed in the Order Form that are owned and operated by Client in the United States ("**Practice Locations**"), ii) the specifically named healthcare providers listed in the Order Form which are licensed in the United States ("**Providers**"), and iii) the specific insurance payors in the United States listed in the Order Form ("**Payors**").

1.2 Setup. The Company will issue to Client setup instructions via email regarding their login to the RevCycle Partners Provider Portal.

1.3 Portal License.

a. Portal License. Subject to the terms and conditions of this Agreement, Company hereby grants to Client a limited, non-sublicensable, non-exclusive license, during the Term, for Authorized Users to access and use the Company's proprietary data entry portal ("**Portal**"), solely for Client's legitimate internal business purposes ("**User License**"). The Company reserves all rights not expressly granted to Client hereunder.

b. Use of Portal. As part of the Services, Client will be issued the number of unique user account ID's as designated by the Company in consultation with Client, which will entitle that number of specific Providers or other employees of Client (each an "**Authorized User**") to access and use the Portal. The Portal is solely for Client's Authorized Users to enter and update accurate information to provide such information to Company to assist the Company in performing the Services for Client. Upon request, Client will provide to Company a list of the names and other applicable information on the Authorized Users. The User License is being granted to Client for specific Providers or other employees of Client, and such User License may not be shared or transferred between or among other Client employees or contractors. Client shall inform the specific Authorized Users of the restrictions in this Order Form and will instruct them not to disclose or share the user ID's or other account information with any other Client employee or contractor. When the credentialing project is completed the access to the portal will be terminated.

c. Restrictions. Client shall not (i) modify, copy or create derivative works based on the Portal; (ii) create Internet "links" to or from the Portal, or "frame" or "mirror" any content forming part of the Portal; or (iii) disassemble, reverse engineer, or decompile the Portal, or access it in order to build a similar or competitive product or service or copy any ideas, features, functions or graphics of the Portal.

d. Client Data. As between the Company and Client, all data obtained by the Company from Client and its Providers through the Portal (collectively, the "**Client Data**") is owned exclusively by Client. Client grants the Company an unrestricted, royalty-free, irrevocable, sublicensable, license to maintain and distribute aggregated compilations of Client Data ("**Aggregated Data**") and to use such Aggregated Data for future studies and reports; provided, however, that the Aggregated Data will not reveal any personal information or the identity of Client. All Client Data may be copied, displayed, published and otherwise used by the Client; provided, however, that Client hereby agrees that it shall not utilize or present the Client Data in any manner that materially misrepresents the Client Data.

1.4 Services Description (Services are limited to those contained in the Order Form so only the Services below that are covered by the Order Form will apply).

a. Demographics Update. The Company will notify the insurance Payors of a change in Client's practice or Provider information.

b. CAQH Creation. The Company will create an account profile for Client in the CAQH database.

c. CAQH Attestation. The Company will validate the accuracy of the Provider's account profile in CAQH based on information supplied by Client and its Providers and update it as necessary.

d. NPI Creation. The Company will obtain the National Provider Identification (NPI) number for each new Provider requiring an NPI through the CMS National Plan and Provider Enumeration System (NPPES).

e. Credentialing. The Company will administer a process designed to attempt to have all the Providers and all Practice Locations placed on the panel for the requested Payors.

- f. Revalidation. The Company will revalidate with the requested Payor insurance companies.
- g. Provider Information. The Company will maintain the Provider information supplied by Client and its Providers in the Company's Portal including uploaded documents and information needed to maintain credentialing with Payors. Providers will have access to the Portal to access their information.
- h. Application Denials and Closed Network. During the Term of the Order Form, (i) if a Payor denies an application or there is a closed network, the Company will appeal the denial for three months, and (ii) the Company will also follow up with Payor insurance companies that have a closed network to check if the network is opened for six months after the first notification that the network is closed.
- i. Service Disclaimer. The Company does not guarantee a Provider's credentialing application will be approved by a Payor, or if approved, the timing of such approval. Once an application is filed with a Payor, the decision to approve or deny and the timing of such decision is in the control of the Payor insurance company.

1.5 Client Requirements and Responsibilities.

- a. Information and Documentation. Client agrees to provide current, accurate and complete information and documentation to the Company at all times and on a timely basis. All additional credentialing paperwork must be completed within 14 days of receipt. Failure to provide all needed information will void your order.
- b. CAQH Database. If the Company is not providing CAQH services then the Client is responsible for ensuring that each Provider updates and maintains the CAQH database with current, accurate and complete information and documents.
- c. Notices and Communications. If Client receives any notification or communication, either verbally or written, from any third party, Client agrees to immediately notify the Company and supply a copy of any written material and a summary of any oral notice or communication.
- d. Documentation Signing. Client agrees to sign and return to the Company in a timely manner any documentation that the Company sends to Client related to the Services. Failure to do so may result in the Payor canceling the credentialing or otherwise assess additional fees, and in any such event Client will be responsible for any fees to restart the process or otherwise assessed by the Payor.
- e. Office Interference. If any office staff member contacts the Payor insurance company on behalf of the office and that causes such Payor insurance company to delay or reject the application and Company has to restart the credentialing process, there will be an additional charge for the new application.

1.6 Designate Personnel. Client will assign appropriate technical and business personnel and resources to assist in the setup for the Service. Client will also assign and designate personnel to assist Company on technical or data issues and otherwise cooperate with Company in the provision of the Services. Client will promptly notify Company of any replacement of such personnel.