The following Standard Terms and Conditions and Additional Terms and Conditions (collectively, the "Required Terms") govern any Services (as defined below) to be provided by RealMed Corporation, a wholly-owned subsidiary of Availity, L.L.C. (hereafter "RealMed" or "Company") to Client.  To the extent of any conflict between the Standard Terms and Conditions and the Additional Terms and Conditions, the Additional Terms and Conditions shall govern and control.

## STANDARD TERMS AND CONDITIONS

**1.        Services.** As used herein, "Services" means, as applicable and purchased by Client, the eligibility, claim editing, claim submission, claim status, remittance and payment, reporting, and primary drop to paper services, secondary claims processing and secondary drop to paper services, institutional claims services, patient statement services, and workers compensation services provided by RealMed Corporation to Client. Pursuant to the terms and conditions of this Agreement and any terms and conditions incorporated herein by reference, including the terms and conditions set forth as URLs, Company agrees to provide Client with the Services. Except for causes beyond Company's reasonable control, Company shall provide the Services in accordance with accepted industry standards. However, Client acknowledges that the Services may be subject to outages and occurrences on networks not controlled by Company and other factors not controlled by Company, including limitations inherent in payers' and third parties' systems. Additional Services shall be subject to these Standard Terms and Conditions and to any applicable Additional Terms and Conditions. To the extent of any conflict between the Additional Terms and Conditions and these Standard Terms and Conditions, the Additional Terms and Conditions shall govern and control.

**2.        Confidential Information and Access to Information.** In the course of transacting business between Company and Client, it may be necessary and desirable for either party to disclose confidential information to the other party. Each party warrants that it will retain all information belonging to the other party in strictest confidence and will neither use it nor disclose it to a third-party without the explicit written permission of the other party. For purposes of this Agreement, confidential information shall include any information, whether oral, electronic, visual, or in writing, and whether or not marked confidential, that is supplied by one party to the other party, including, but not limited to, the transactions contemplated hereunder which involve certain business information which the parties consider confidential and proprietary. Notwithstanding the foregoing, each party's obligation (as a recipient of confidential information hereunder) to maintain the other party's confidential information shall not apply to any portion of such information which:

   a.    is or becomes public knowledge through no wrongful act of the recipient;
   b.    is lawfully obtained by the recipient from a third party;
   c.    is developed by the recipient independently of the disclosing party or such disclosing party's information; or
   d.    is approved for release by the written authorization of the disclosing party.

If either party is required to disclose confidential information by a governmental agency or by a proper order of a court of competent jurisdiction, the party under the disclosure obligation shall, when legally permissible, promptly notify the other party of such demand and the party under the disclosure obligation shall, at the other party's expense, use its best efforts to minimize such disclosure and, where applicable, assist the other party in obtaining a protective order prior to such disclosure. The parties recognize that irreparable harm can be occasioned to the other party by disclosure of confidential information relating to its business and any violation of this Section shall entitle the offended party to injunctive relief in addition to, and not in lieu of, any damages to which the offended party may be entitled. If a party discloses the confidential information of the other party to a third party in violation of this Section, the offending party will provide all reasonable assistance to the other party in obtaining retrieval of the confidential information.

**3.        Client Responsibilities – Implementation.** Clients shall perform the tasks and obligations that are required to support the Services, including designating a contact person ("Practice Liaison") who will be responsible for coordinating any required implementation tasks reasonably requested by Company, delivering all required data in a complete and timely manner and in agreed to formats, and assisting Company with testing and using the Services. The standard implementation and training methodology can be accessed at **www.realmed.com/deployment**. Required data content and format are included in this URL. Failure of Client to perform in a timely manner the tasks and obligations required to support the Services may, in the reasonable discretion of Company, result in a corresponding delay in the schedule for performing the Services.

**4.        Client Responsibilities – Post-Implementation.** Client will proactively notify Company of any system changes affecting Client's ability to submit claims or batch eligibility to Company in a format consistent with the format used in the initial Service implementation. Examples include, but are not limited to, practice management system upgrades, switching vendor systems or any other modifications that change the format of claim or batch eligibility files output from Client's systems.

**5.        Third Party Software and Services and Use Limitations.** In providing the Services, Company may rely upon software ("Third Party Software") licensed by Company from certain third party and/or services obtained from third parties (*e.g.,* a Telecommunication Service Provider ("TSP")). Client agrees to abide by any limitations and all terms and conditions required by vendors of Company, including payers, EDI clearinghouses, Third Party Software vendors, providers of services such as eligibility, TSPs and ISPs. Any breach by Client of the terms and conditions of a Third Party Software license agreement shall be deemed to be a breach of this Agreement. Company's Third Party Software agreements can be accessed at: **www.realmed.com/thirdparty**.

**6.        Limited Warranty; Disclaimer; Limitation of Liability.** Company warrants that the Services will be provided in material compliance with the documentation provided by Company for the use of the Services.  Client must notify Company in writing of any

breach of, or failure to conform with, such warranty within thirty (30) days after the performance of any given Services, and Company will, if so notified, as Client's sole and exclusive remedy, and Company's entire obligation and liability, for such breach or nonconformance, re-perform the non-conforming Services at no additional cost or charge to Client. EXCEPT AS PROVIDED IN THIS AGREEMENT, COMPANY MAKES NO OTHER WARRANTIES, EXPRESS OR IMPLIED, AND COMPANY SPECIFICALLY DISCLAIMS ALL OTHER EXPRESS AND IMPLIED WARRANTIES, INCLUDING ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. THE WARRANTIES PROVIDED IN THIS AGREEMENT SHALL NOT APPLY IF: (A) THE SERVICES HAVE BEEN MISUSED OR EXPOSED TO CORRUPTED DATA, CORRUPTED SOFTWARE OR COMPUTER VIRUSES; (B) THE CLIENT HAS USED THE SERVICES OTHER THAN IN ACCORDANCE WITH THE DOCUMENTATION PREPARED AND SUPPLIED BY COMPANY; AND/OR (C) CLIENT USED THE SERVICES IN COMBINATION WITH ANY PRODUCT, SOFTWARE, AND/OR HARDWARE NOT SPECIFIED BY COMPANY IN THE APPLICABLE DOCUMENTATION. COMPANY MAKES NO WARRANTIES OF ANY KIND REGARDING ANY THIRD PARTY SOFTWARE OR PERIPHERAL SERVICE PROVIDERS. REGARDLESS OF THE LEGAL THEORY OF THE CLAIM, COMPANY'S MAXIMUM LIABILITY SHALL NOT EXCEED THE TOTAL AMOUNT PAID TO COMPANY UNDER THIS AGREEMENT DURING THE PAST TWELVE (12) MONTH PERIOD FOR THE APPLICABLE SERVICES AT ISSUE. COMPANY SHALL NOT BE LIABLE TO THE CLIENT FOR LOST PROFITS OR FOR ANY SPECIAL, INCIDENTAL, OR CONSEQUENTIAL DAMAGES WHATSOEVER (INCLUDING LOSSES RELATING TO DATA OR DATA INTEGRITY OR FOR ANY DAMAGES THAT MAY OCCUR TO DATA OR BUSINESS RELATIONSHIPS). The parties acknowledge and agree that Company is not responsible for the content of any data furnished to Company by a third-party. The parties further acknowledge and agree that Company has no responsibility for reviewing the content of any data furnished by a third-party for accuracy, completeness or usefulness. ALL DATA FURNISHED TO COMPANY BY A THIRD-PARTY IS PROVIDED TO CLIENT ON AN "AS-IS, WITH ALL FAULTS" BASIS. Any action against Company must be brought within twelve (12) months after Client first becomes aware of the injury or the cause of action. The previous sentence constitutes an irrevocable waiver of all claims Client has against the Company and is an absolute bar to the institution of any action that is not brought within such 12-month time period. Client acknowledges that Company has set its prices and entered into this Agreement in reliance on the limitations of liability specified in this Section.

**7.** **Indemnity.** Company will indemnify, defend, and hold Customer harmless from and against any claims, suits, or actions brought by any third party against Customer, and any associated damages, losses, liabilities, judgments, settlements, costs, and expenses (including reasonable attorneys' fees) awarded or payable to any third party, resulting from or arising out of claims alleging that the Services, when used in conjunction with these Required Terms, infringe, violate, or constitute a misappropriation of any patent, copyright, trademark, trade secret, or other intellectual property or proprietary right of any third party.

**8.** **User Access and Security.** Client is responsible for all acts or omissions by its users of the Services, and for any liabilities, losses, damages, injunctions, suits, actions, fines, penalties, claims, or demands of any kind or nature by or on behalf of any person, party, or governmental authority incurred by Company as a result of Client's or Clients' user's use of the Services. Client is solely responsible for (1) maintaining the strict confidentiality of the IDs and passwords assigned to Client and Clients' users; (2) instructing Clients' users to not allow another person to use users' IDs or passwords to access the RealMed RCM application or the Services, and (3) any charges, damages, or losses that may be incurred or suffered as a result of Client's or Clients' users' failure to maintain the strict confidentiality of users' IDs and/or Passwords. Client shall designate an individual to administer all security and user authority settings related to the RealMed RCM application and such person shall be set forth in the security hierarchy in the application. Company may rely upon actions and directions from such administrator.

**9.** **Ownership and Proprietary Rights.** The parties acknowledge that Company owns all proprietary rights, including patent, copyright, trade secret, trademark and other proprietary rights and shall retain title and all other ownership and proprietary rights in and to the Services and information developed by Company in connection with its performance of the Services to Client under this Agreement, including, without limitation, any corrections, bug fixes, enhancements, updates or other modifications, including custom modifications to the Company software and any custom modifications made by Company. Such ownership and proprietary rights shall include, without limitation, any and all rights in and to patents, trademarks, copyrights, and trade secret rights. Company and Client agree that the Services are not "work made for hire" for Client within the meaning of U.S. Copyright Act 17 U.S.C. Section 101. No party shall take any acts inconsistent with the foregoing.

**10.** **HIPAA, Privacy and Business Associate Agreement.** Company has designed its systems and services to conform to requirements of the Health Insurance Portability and Accountability Act, Pub. L. No. 104-191, 110 Stat. 1996 and all regulations promulgated thereunder ("HIPAA") and continues to update and upgrade its systems to ensure compliance with all security and privacy requirements. Upon execution of this Agreement, Company will act as Client's "Business Associate" within the meaning of HIPAA. Consequently, HIPAA requires Company and Client to enter into a Business Associate Agreement in connection with this Agreement. Therefore, Client and Company agree to the Business Associate Agreement set forth at **www.realmed.com/businessassociate** and incorporated herein by reference. Company and Client each shall maintain the security and confidentiality of all data transmitted through their networks and will comply with all applicable laws, rules, and regulations, including, but not limited to, HIPAA.

**11.** **Relationships of Parties.**

    **a.** **Company's Relationship with VAR.** Nemo Health, LLC ("VAR") is an authorized reseller of Company's Services. Client understands that the Services described herein are provided by Company in cooperation with VAR. **Consequently, Client is authorizing Company to allow VAR to have access to protected health information ("PHI") used in the applications to support Client's activities.** Notwithstanding the foregoing, nothing herein shall be construed to place VAR or Company in a relationship of partners or joint venturers. Client acknowledges that VAR's employees are not employees, agents or legal representatives of Company and that Company's employees are not employees, agents or legal representatives of VAR. VAR's employees have no authority or power, express or implied, to obligate or bind Company in any manner whatsoever or to waive or amend these Required Terms.

b. **Client's Relationships with VAR.** VAR and Client have an independently documented relationship setting forth Client's and VAR's rights, responsibilities and obligations to each other. VAR's access to Company's systems on Client's behalf is conditioned on Client's approval, which Client is hereby providing. Through configuration tools made available to VAR under the Services, VAR may have access to Client's data, including, but not limited to PHI. Client is responsible for defining VAR's responsibilities, including, but not limited to, creating a Business Associate Agreement with VAR. Client is responsible for all actions or inactions taken by VAR on Client's behalf.

12. **VAR Access.** Client expressly grants Company permission to provide VAR information and access to Company's systems to allow VAR to assist Client in utilizing and accessing Company's Services and for the other reasons set forth in this Section 12. Specifically, Client acknowledges and authorizes Company to provide VAR access or otherwise take the following action to assist VAR with the following permitted activities:

a. **Enrollment with Payers for EDI Exchanges and Access.** Many payers and some third-party clearinghouses require registration or enrollment of an organization and its related clearinghouse before the payer will allow an organization to exchange certain EDI transactions with such payer or clearinghouse. VAR is authorized to work on Client's behalf (and on behalf of Client's providers) to complete all activities relating to such access.

b. **Administration of Passwords and Credentials Related to EDI Transmissions.** Company exchanges, receives and delivers Client's information, including PHI, through various processes including FTP, SOAP, et cetera. These processes allow Client to securely pass data between Client's system and Company's Services. VAR is authorized to set up and maintain such processes with Company on Client's behalf, including, but not limited to, administering passwords and credentials and otherwise configuring protocols and settings related to such processes.

c. **Support.** VAR may contact Company's support staff to resolve issues on behalf of Client. Company is authorized to work with VAR to resolve issues and otherwise provide support relating to Client's use of the Services.

d. **Interfaces.** VAR may create or enable interfaces between Company and Client's systems, including platforms created by VAR or a VAR affiliate and/or third-party platforms, such as a practice management system. Company is authorized to work with VAR to enable such interfaces and to enable exchanges between such other systems and Company's system.

e. **Maintenance, Upgrades and New Company Services.** To the extent upgrades to existing Services are made available or other services become available as part of the Services, Company is authorized to work with VAR to ensure continued operation of existing functionality and/or enable such new functionality, and such upgrades or new services shall be deemed to be part of the Services for purposes of these Required Terms.

f. **Data Analytics.** VAR may access Company's and Client's systems in order to analyze Client's data, look for trends and identify ways to improve Client processes and experiences between Client's system and Company's and/or VAR's system and other systems.


## ADDITIONAL TERMS AND CONDITIONS (APPLICABLE ONLY WHEN THESE SERVICES ARE PURCHASED)

## Comparative Analytics Service

1. **Disclaimers and Warranties.** THE COMPARATIVE ANALYTICS SERVICE IS OFFERED AND PROVIDED ON AN "AS IS" BASIS, WITHOUT ANY WARRANTY OF ANY KIND, EXPRESS OR IMPLIED, AS TO THE OPERATION OF THE COMPARATIVE ANALYTICS SERVICE OR THE ACCURACY OF THE INFORMATION OR DATA ACCESSIBLE BY MEANS OF THE COMPARATIVE ANALYTICS SERVICE. COMPANY AND REMITDATA, ON THEIR OWN BEHALF AND ON BEHALF OF THEIR RESPECTIVE LICENSORS, CONTRACTORS, SUPPLIERS AND ANY OTHER PARTIES WHO MAY BE ASSOCIATED WITH THE PROVISIONING OF THE COMPARATIVE ANALYTICS SERVICE, TO THE MAXIMUM EXTENT PERMITTED BY LAW, DISCLAIM ALL WARRANTIES WITH RESPECT TO THE COMPARATIVE ANALYTICS SERVICE OR THE USE OF THE COMPARATIVE ANALYTICS SERVICE BY COMPANY, ANY CUSTOMERS OR THIRD PARTIES, WHETHER EXPRESS OR IMPLIED, STATUTORY OR OTHERWISE, INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY, NON-INFRINGEMENT OF THIRD PARTIES' RIGHTS, AND FITNESS FOR PARTICULAR PURPOSE. CLIENT IS NOT AUTHORIZED TO AND SHALL NOT MAKE ANY REPRESENTATIONS OR WARRANTIES TO CUSTOMERS OR TO ANY OTHER PERSON REGARDING THE COMPARATIVE ANALYTICS SERVICE. COMPANY DISCLAIMS RESPONSIBILITY FOR ANY ERRORS IN THE COMPARATIVE ANALYTICS SERVICE AND FOR ANY CONSEQUENCES ATTRIBUTABLE TO OR RELATED TO ANY USE, NONUSE OR INTERPRETATION OF INFORMATION CONTAINED IN OR NOT CONTAINED IN THE COMPARATIVE ANALYTICS SERVICE, EXCEPT THAT COMPANY WILL CONFIRM AND, IF NECESSARY, REPAIR, CAUSE TO BE REPAIRED OR OTHERWISE CORRECT ERRORS, OR, IN ITS SOLE DISCRETION, REFUND AMOUNTS PAID TO COMPANY FOR THE COMPARATIVE ANALYTICS SERVICE. COMPANY DOES NOT WARRANT THAT THE COMPARATIVE ANALYTICS SERVICE WILL MEET CLIENT'S REQUIREMENTS OR THAT THE OPERATION OF THE

COMPARATIVE ANALYTICS SERVICE WILL BE UNINTERRUPTED OR WITHOUT ERROR. IF THE COMPARATIVE ANALYTICS SERVICE CONTAINS ERRORS OR IS UNAVAILABLE, COMPANY SHALL PROVIDE CORRECTION AND/OR REPLACEMENT, OR, IN ITS SOLE DISCRETION, REFUND AMOUNTS PAID FOR THE COMPARATIVE ANALYTICS SERVICE. THIS IS COMPANY'S SOLE AND ENTIRE LIABILITY FOR THE COMPARATIVE ANALYTICS SERVICE. COMPANY DOES NOT STATE OR CLAIM TO CLIENT THAT COMPANY GUARANTEES OR WARRANTIES THE COMPARATIVE ANALYTICS SERVICE IN ANY MANNER THAT IS INCONSISTENT OR BEYOND THE WARRANTIES PROVIDED HEREIN.

**2.**      **Fee Adjustments and Payments.** Fees for the Comparative Analytics Service shall be adjusted each quarter to account for the then-current number of Comparative Analytics Licensed Providers. The initial monthly payment shall be deferred if through no fault of Client, Company has not provided the necessary installation, testing and Training Services to allow Client to utilize the Comparative Analytics Service. For purpose of these Additional Terms and Conditions, a standard Client implementation shall include the following elements: (i) account creation; (ii) standard training; and (iii) the creation of up to three data groups or up to three custom insights, or a combination of data groups and custom insights, not to exceed three (3) in total. If any of the foregoing or custom services (e.g., advanced physician grouping, advanced payer grouping, advanced code grouping, custom insight configuration, advanced data clean-up, advanced web training) are required by the Client in excess of the standard Client implementation, then those services will be provided at a rate of $150.00 per hour. Training Services shall mean two (2) web- based training sessions provided by Company to Client for the Comparative Analytics Service. Company reserves the right to charge for additional Client-requested training sessions beyond the Training Sessions initially provided by Company. On-site training is available at $1,000.00 per day plus travel expenses.

**3.**      **Data Use and Other Terms.** Notwithstanding the Standard Services Terms and Conditions, as well as, these Additional Terms and Conditions, Client is solely responsible for any and all activities that occur under Client's account. Client shall promptly notify Company of any unauthorized access to Client's account of which it becomes aware within the Company system or the RemitDATA system, and shall immediately inform Company of any changes to users or user IDs. Client consents that the data needed to perform the Comparative Analytics Service will be stored and processed on the RemitDATA system. Client acknowledges that RemitDATA uses a database of remits and other data to produce comparative analytics. Client consents that its remits may be used to create comparative analytics for other RemitDATA users, provided, however, that such use does not include releasing any Protected Health Information (PHI), nor does it include identifying Client as a contributor to such database. If Client elects to import data from other third party sources, Client acknowledges that Company's standard support does not cover such non-RealMed RCM data sources.

## Denial Management Service

**1.**      **Disclaimer and Warranties.** THE DENIAL MANAGEMENT SERVICE IS OFFERED AND PROVIDED ON AN "AS IS" BASIS, WITHOUT ANY WARRANTY OF ANY KIND, EXPRESS OR IMPLIED, AS TO THE OPERATION OF THE DENIAL MANAGEMENT SERVICE OR THE ACCURACY OF THE INFORMATION OR DATA ACCESSIBLE BY MEANS OF THE DENIAL MANAGEMENT SERVICE. COMPANY AND REMITDATA, ON THEIR OWN BEHALF AND ON BEHALF OF THEIR RESPECTIVE LICENSORS, CONTRACTORS, SUPPLIERS AND ANY OTHER PARTIES WHO MAY BE ASSOCIATED WITH THE PROVISIONING OF THE DENIAL MANAGEMENT SERVICE, TO THE MAXIMUM EXTENT PERMITTED BY LAW, DISCLAIM ALL WARRANTIES WITH RESPECT TO THE DENIAL MANAGEMENT SERVICE OR THE USE OF THE DENIAL MANAGEMENT SERVICE BY COMPANY, ANY CUSTOMERS OR THIRD PARTIES, WHETHER EXPRESS OR IMPLIED, STATUTORY OR OTHERWISE, INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY, NON-INFRINGEMENT OF THIRD PARTIES' RIGHTS, AND FITNESS FOR PARTICULAR PURPOSE. CLIENT IS NOT AUTHORIZED TO AND SHALL NOT MAKE ANY REPRESENTATIONS OR WARRANTIES TO CUSTOMERS OR TO ANY OTHER PERSON REGARDING THE DENIAL MANAGEMENT SERVICE. COMPANY DISCLAIMS RESPONSIBILITY FOR ANY ERRORS IN THE DENIAL MANAGEMENT SERVICE AND FOR ANY CONSEQUENCES ATTRIBUTABLE TO OR RELATED TO ANY USE, NONUSE OR INTERPRETATION OF INFORMATION CONTAINED IN OR NOT CONTAINED IN THE DENIAL MANAGEMENT SERVICE, EXCEPT THAT COMPANY WILL CONFIRM AND, IF NECESSARY, REPAIR, CAUSE TO BE REPAIRED OR OTHERWISE CORRECT ERRORS, OR, IN ITS SOLE DISCRETION, REFUND AMOUNTS PAID TO COMPANY FOR THE DENIAL MANAGEMENT SERVICE. COMPANY DOES NOT WARRANT THAT THE DENIAL MANAGEMENT SERVICE WILL MEET CLIENT'S REQUIREMENTS OR THAT THE OPERATION OF THE DENIAL MANAGEMENT SERVICE WILL BE UNINTERRUPTED OR WITHOUT ERROR. IF THE DENIAL MANAGEMENT SERVICE CONTAINS ERRORS OR IS UNAVAILABLE, COMPANY SHALL PROVIDE CORRECTION AND/OR REPLACEMENT, OR, IN ITS SOLE DISCRETION, REFUND AMOUNTS PAID FOR THE DENIAL MANAGEMENT SERVICE. THIS IS COMPANY'S SOLE AND ENTIRE LIABILITY FOR THE DENIAL MANAGEMENT SERVICE. COMPANY DOES NOT STATE OR CLAIM TO CLIENT THAT COMPANY GUARANTEES OR WARRANTIES THE DENIAL MANAGEMENT SERVICE IN ANY MANNER THAT IS INCONSISTENT OR BEYOND THE WARRANTIES PROVIDED HEREIN.

**2.**      **Fee Adjustments and Payments.** Fees for the Denial Management Service shall be adjusted each quarter to account for the then-current number of Denial Management Licensed Providers. The initial monthly payment shall be deferred if through no fault of Client, Company has not provided the necessary installation, testing and Training Services to allow Client to utilize the Denial Management Service. For purpose of these Additional Services Terms and Conditions, a standard Client implementation shall include the following elements: (i) account creation; (ii) standard training; and (iii) the creation of up to three data groups or up to three custom insights, or a combination of data groups and custom insights, not to exceed three (3) in total. If any of the foregoing or custom services (*e.g.*, advanced physician grouping, advanced payer grouping, advanced code grouping, custom insight configuration, advanced data clean-up, advanced web training) are required by the Client in excess of the standard Client implementation, then those services will be provided at a rate of $150.00 per hour. Training Services shall mean two (2) web- based training sessions provided by Company to Client for Denial Management. Company reserves the right to charge for additional Client-requested training sessions beyond the Training Sessions initially provided by Company. On-site training is available at $1,000.00 per day plus travel expenses.

**3.**      **Data Use and Other Terms.** Notwithstanding the Standard Services Terms and Conditions, as well as, the Additional Services Terms and Conditions, Client is solely responsible for any and all activities that occur under Client's account. Client shall promptly notify Company of any unauthorized access to Client's account of which it becomes aware within the Company system or the RemitDATA system, and shall immediately inform Company of any changes to users or user IDs. Client consents that the data needed to perform the Denial Management Service will be stored and processed on the RemitDATA system. Client acknowledges that RemitDATA uses a database of remits and other data to produce comparative analytics. Client consents that its remits may be used to create comparative analytics for other RemitDATA users, provided, however, that such use does not include releasing any Protected Health Information (PHI),

nor does it include identifying Client as a contributor to such database.

## Institutional Claims Service

**1.    American Hospital Association ("AHA") UB-04 Billing Code Manual Licensing.** OFFICIAL UB-04 DATA SPECIFICATIONS MANUAL is copyrighted by American Hospital Association ("AHA"), Chicago, Illinois. No portion of OFFICIAL UB-04 MANUAL may be reproduced, sorted in a retrieval system, or transmitted, in any form or by any means, electronic, mechanical, photocopying, recording or otherwise, without prior express, written consent of AHA.

## Workers Compensation Claims Service

**1.    Workers Compensation Claims Service Access.** Client understands that the Workers Compensation Claims Service described herein is provided by Company in cooperation with an independent workers compensation service vendor ("WC Vendor"). Consequently, Client hereby authorizes Company to allow WC Vendor to have access to PHI used in the RealMed RCM application solely to support Client's payment, treatment and health care operations and as otherwise permitted by applicable law, including the Health Information Portability and Accountability Act of 1996. Notwithstanding the foregoing, nothing herein shall be construed to place WC Vendor or Company in a relationship of partners or joint venturers. Client acknowledges that WC Vendor's employees are not employees, agents or legal representatives of Company and that Company's employees are not employees, agents or legal representatives of WC Vendor. WC Vendor's employees have no authority or power, expressed or implied, to obligate or bind Company in any manner whatsoever or to waive or amend this Agreement or any portion of this Agreement.