MASTER SERVICES AGREEMENT

PARTIES: The Client and Valenz shall individually be referred to herein as a "**Party**" and together shall be referred to herein as the "**Parties**" to this Master Services Agreement (this "**Agreement**").

VALENZ: (1) NX Health Network, LLC d/b/a Valenz Access; (2) United Claim Solutions, LLC d/b/a Valenz Claim; (3) Inetico, LLC d/b/a Valenz Care; (4) Zebu Compliance Solutions, LLC d/b/a Valenz Assurance; and (5) any other constituent Valenz company identified in a statement of work or license ("**Service Addendum**") executed after the Effective Date that is incorporated by reference into this Agreement, each of which individually is referred to herein as a "**Valenz Company**" and, collectively is referred to herein as "**Valenz**".

RECITALS:

1.   Valenz, through its constituent companies, including the Valenz Companies, provides a suite of integrated services that offer care management, client-centric networks, claims management and assurance, payment integrity solutions, and software-as-a-service products to clients ("**Services**").

2.   Client desires to obtain one or more Services from Valenz pursuant to the terms and conditions of this Agreement.

AGREEMENT:

In consideration of the mutual covenants contained herein, the Parties hereto agree as follows:

1.   **Services**. Valenz shall, through the applicable Valenz Company, provide to Client the Services set forth in each Service Addendum attached hereto and incorporated herein.

2.   **Fees**. In consideration of Valenz's services hereunder, Client shall pay fees to the applicable Valenz Company in the amount and manner set forth in each Service Addendum.

3.   **Confidentiality**.

        3.1   **Receipt of Confidential Information.** Client, on the one hand, and the Valenz Companies, on the other hand, and their respective affiliates (each, a "**Receiving Party**") may, during the course of providing its services hereunder, have access to, and acquire knowledge from material, data, systems and other information of or with respect to a Valenz Company on the one hand or Client, on the other hand, or any of their respective affiliates (the "**Disclosing Party**") that may not be accessible or known to the general public, including information concerning its or their hardware, software, designs, drawings, specifications, techniques, processes, procedures, data, research, development, future projects, products or services, projects, products or services under consideration, content under development, trademarks and other service marks, business plans or opportunities, business strategies, finances, costs, vendors, employees or customers, third party proprietary or confidential information that the Disclosing Party treats as confidential, any information

that the Disclosing Party identifies to the Receiving Party as confidential by stamp or other similar notice, and other information that a reasonably prudent person would recognize would not be made available to third parties without restriction or payment ("**Confidential Information**").

      3.2   **Confidentiality Obligation**. Each Party, in its capacity as a Receiving Party, agrees that (i) it will use a Disclosing Party's Confidential Information for the sole purposes of exercising its rights or performing its obligations under this Agreement, but for no other purpose; (ii) it will not disclose any of Disclosing Party's Confidential Information to any third party other than Receiving Party's employees, officers, directors, contractors, agents, providers, counselors, and other representatives of a Party (collectively, "**Representatives**") who need to know for the purposes of exercising its rights or performing its obligations under this Agreement, who are bound by confidentiality and nonuse obligations with respect to the Confidential Information that are substantially similar to those set forth in this Agreement; and (iii) it will use reasonable care to protect Disclosing Party's Confidential Information from unauthorized use and disclosure, no less than the care it uses to protect its own information of like importance. Each Party shall bear the responsibility for any breach of this Section 3.2 by its Representatives. Neither Party may provide a copy of this Agreement, including any associated Service Addendum, or disclose its terms to any third party without the other Party's prior written consent, except that each Party may (without consent) (x) disclose the existence and general nature of this Agreement (but not its terms) without the prior consent of the other Party; or (y) provide a copy of this Agreement or otherwise disclose its terms on a confidential basis in connection with any financing transaction or due diligence inquiry. Nothing in this Agreement shall be deemed or construed to grant the Receiving Party a license to use, sell, develop, exploit, copy, or further develop any Confidential Information acquired by the Receiving Party through its engagement hereunder, provided that the Receiving Party may use and disclose Confidential Information as permitted by this Agreement.

      3.3   **Exceptions**. The obligations set forth in Section 3.2 shall not apply to any Confidential Information that (i) is or becomes generally available to or known by the public other than due to a breach of a requirement to keep such information confidential; (ii) is or becomes available to the Receiving Party on a nonconfidential basis from a third party other than due to a breach of a requirement to keep such information confidential; (iii) was available to the Receiving Party prior to its disclosure by the Disclosing Party or its Representatives; or (iv) has been independently acquired or developed by the Receiving Party or any of its Representatives without violating any of its obligations under this Agreement and without reference to any Confidential Information.

      3.4   **Compelled Disclosure**. Nothing in this Section 3 shall prevent a Receiving Party from disclosing the Disclosing Party's Confidential Information as necessary pursuant to any court order, lawful requirement of a governmental agency or when disclosure is required by operation of law (including without limitation disclosures pursuant to any applicable securities laws and regulations), provided that, prior to any such disclosure, Receiving Party shall use reasonable efforts to (i) promptly notify Disclosing Party in writing of such requirement, and (ii) cooperate with Disclosing Party, at Disclosing Party's expense, in protecting against or minimizing any such disclosure or obtaining a protective order.

      3.5   **Return of Confidential Information**. All Confidential Information made available by either Party, including copies of the Confidential Information, shall be returned or destroyed (at Disclosing Party's option) upon the first to occur of (i) termination of this Agreement or (ii) written request by the Disclosing Party; in each case unless the Receiving Party is otherwise allowed or obligated under this Agreement or applicable law to retain such Confidential Information.

      3.6   **Remedies**. The Parties agree that any breach (or anticipatory breach) of the confidentiality obligations set forth in this Section will result in irreparable damage to the Disclosing Party for

which it will have no adequate remedy at Law. Therefore, it is agreed (and as the sole exception to the dispute resolution provisions described in Section 10) that a Disclosing Party may seek equitable relief to prevent unauthorized use or disclosure by the Receiving Party, including, but not limited to, an injunction enjoining any such breach or anticipatory breach, and Receiving Party will pay all attorneys' fees and court costs incurred by the Disclosing Party to secure such equitable relief. Such equitable relief will be without prejudice to any other right or remedy to which the Disclosing Party may be entitled, including but not limited to any damages resulting from a Party's breach of the confidentiality obligations under this Section 3. Any failure or delay in exercising any right, power or privilege under this Section 3 will not operate as a waiver thereof, nor will any single or partial exercise thereof preclude any other or further exercise thereof or the exercise of any right, power or privilege hereunder.

4.   **Privacy of Protected Health Information**. The Parties agree that each Party shall comply with all applicable federal and state laws and regulations that relate to protecting and keeping confidential and private the medical, financial and personal information collected and reviewed in connection with this Agreement. The Parties shall and shall require their affiliates, employees, and independent contractors to, at all times and forever, hold all medical, financial and personal information strictly in confidence, utilize locked facilities, use secure databases for electronic data, and not disclose, nor use, without prior written consent, any of such information in any way to any person or entity, except when necessary to perform services or obligations pursuant to this Agreement. Each Party shall maintain the confidentiality of all protected health information, as defined in 45 C.F.R. § 160.103 ("**Protected Health Information**" or "**PHI**") in accordance with all applicable requirements of law, including the Administrative Simplification section of the Health Insurance Portability and Accountability Act of 1996, the Health Information Technology for Economic and Clinical Health Act and their implementing regulations as amended from time to time (collectively, "**HIPAA**"). The Parties have agreed to adhere to the rights and obligations, including those related to the "use" and "disclosure," as defined in 45 CFR 164.501, of Protected Health Information, as set forth in the Business Associate Addendum attached hereto as Exhibit A.

5.   **Representations, Warranties and Covenants**.

        5.1   **Compliance with Law**. Each Valenz Company shall comply with all applicable licensing, regulatory and other legal requirements necessary to perform its obligations under this Agreement.

        5.2   **Non-Solicitation**. Client agrees that Client will not, without the prior written consent of Valenz, either individually or through any company controlled by Client and either on Client's own behalf or on behalf of any person competing or endeavoring to compete with Valenz, directly or indirectly solicit, endeavor to solicit or gain the custom of, canvass or interfere with any person who is a client of Valenz.

6.   **Term and Termination**.

        6.1   **Term and Termination Procedures**. The term of this Agreement shall begin as of the Effective Date and shall continue indefinitely until the expiration or termination of each Service Addendum entered into by Client and any Valenz Company ("**Term**"). Notwithstanding anything in this Agreement or any Service Addendum to the contrary, upon the expiration or termination of a Service Addendum executed by a Valenz Company with which no additional Service Addendum is active, such Valenz Company shall no longer be included in the definition of "Valenz" for purposes of this Agreement.

        6.2   **Post-Termination**. Upon termination of this Agreement, and in addition to any obligation under the Business Associate Agreement or any Service Addendum, upon request, each Party shall return to the other any and all documents and copies of documents containing any Confidential Information

belonging to the other Party. Termination shall not affect either Party's accrued rights or responsibilities prior to termination.

7. **Limitation of Liability; Indemnification**.

 7.1 **Limitation of Liability**. In no event shall any Valenz Company's and its respective present and former affiliates', directors', officers', employees', and agents' aggregate liability arising out of or related to this Agreement, whether in contract, tort, or under any other theory of liability, exceed the amounts actually paid by and due from Client to the applicable Valenz Company under the Agreement during the one year period immediately preceding the date the cause of action arose.

 7.2 **Exclusion of Consequential and Related Damages**. In no event shall any Valenz Company or its respective present and former affiliates, directors, officers, employees, or agents have any liability to Client or any third party for any lost profits, loss of data, loss of use, costs of procurement of substitute good or services, or for any indirect, special, incidental, punitive, or consequential damages however caused and, whether in contract, tort, or under any other theory of liability whether or not Valenz has been advised of the possibility of such damage. Because some states or jurisdictions do not allow the exclusion or the limitation of liability for consequential or incidental damages, in such states or jurisdictions, the Valenz Companies and their respective present and former subsidiaries', affiliates', directors', officers', employees', and agents' liability shall be limited to the maximum extent permitted by law.

 7.3 **Indemnification**.

 7.3.1 Each Valenz Company, on the one hand, and Client, on the other hand, (each, an "**Indemnitor**") agree to indemnify and hold harmless and defend Client and each Valenz Company respectively and each of their respective members, officers, trustees, directors, employees, representatives, agents and affiliates (collectively, the "**Indemnitees**") from any and all losses, liabilities, judgments, awards, and costs including reasonable legal fees, expenses and other obligations (collectively, "**Losses**") incurred as a result of, any claim, action or other proceeding (each, a "**Claim**") brought by a third party which results from the Indemnitor's material failure to comply with the terms of this Agreement, or the negligence or willful misconduct of the Indemnitor, or its respective members, officers, trustees, directors, employees, representatives, agents and affiliates. The Indemnitor will not be liable for any settlement of any litigation or proceeding affected without its prior consent.

 7.3.2 In the event of any Claim subject to the obligations under Section 7.3.1, the Indemnitee agrees to notify the Indemnitor in writing promptly after receipt of actual notice of any Claim for which it seeks to recover; provided, however, any delay or failure of notice shall not relieve an Indemnitor of its obligations hereunder except to the extent that the Indemnitee is actually prejudiced by such delay or failure to notify. . The Indemnitee shall provide reasonable information, cooperation and assistance as required by the Indemnitor (at the Indemnitor's expense). Valenz reserves the right on behalf of it and its Indemnitees to control the defense, litigation, compromise or settlement of such Claim. Any Indemnitee may participate at its own cost in any proceedings with counsel of its own choosing.

 7.4 **Survival**. This Section 7 shall survive the expiration or earlier termination of this Agreement.

8. **Insurance**. The Parties each agree, during the term of this Agreement, to maintain at their own expense, general liability insurance to insure any negligent acts of their employees, contractors, or agents. Such policies will have limits not less than $1,000,000 per occurrence and $3,000,000 aggregate per year.

Client shall notify Valenz within thirty (30) calendar days of any cancellation, non-renewal, or material reduction in policy coverage.

9.   **Independent Contractors**. The relationship between each Valenz Company and Client is that of independent contractors. None of the provisions of this Agreement are intended to create or to be construed as creating any agency, partnership, joint venture or employee-employer relationships between any Valenz Company and Client.

10.   **General Terms**.

        10.1   **Entire Agreement; Successors**. This Agreement, along with the Business Associate Addendum, Service Addendum, schedule, exhibit or other similar attachment hereto, shall constitute the entire agreement of the Parties with respect to the subject matter hereof. This Agreement supersedes and replaces all other agreements between the Parties, whether written or oral. Except as provided in a Service Addendum, this Agreement may not be changed in any manner other than in a written document signed by both Parties. This Agreement shall be binding on the Parties hereto and their respective permitted successors and assigns.

        10.2   **No Third-Party Beneficiaries**. This Agreement does not and is not intended to confer any rights or remedies upon any person or entity not a party to this Agreement.

        10.3   **Governing Law**. This Agreement shall be interpreted and enforced pursuant to the laws of the State of Arizona, the County of Maricopa, the courts of which will have proper venue and exclusive jurisdiction over both Parties with respect to any dispute arising hereunder.

        10.4   **Publicity; Marketing**. Client agrees that Valenz shall be entitled to disclose that Company is a customer of Valenz. Except as otherwise provided in this Section 10.4 or in a Service Addendum, each Party requires prior approval of any use of its name, logo or information in marketing materials.

        10.5   **Precedence**. In the event of any conflict or inconsistency between and among the various component parts of this Agreement, the following order of precedence shall apply: (a) in the event of a conflict or inconsistency between any terms and conditions contained in a Service Addendum and any terms and conditions of any other component part of this Agreement, the terms and conditions of the Service Addendum shall control; (b) in the event of a conflict between the terms and conditions of the Business Associate Addendum and those of any other component part of this Agreement, the terms of the Business Associate Addendum shall control with respect to permitted access, uses and disclosures of PHI by Valenz and other subject matter relating to Valenz's obligations as a business associate.

        10.6   **Legal Requirements**. The Parties acknowledge that applicable law may alter the Parties' rights and obligations under this Agreement. In the event that applicable law requires the Parties to amend this Agreement, or to change their performance of services hereunder, and such amendment or change would materially alter a Party's rights or obligations hereunder, then such Party may terminate this Agreement by providing the other Parties with sixty (60) calendar days' prior written notice. Such notice must be delivered within thirty (30) calendar days after the terminating Party is notified of the applicable law. No Valenz Company will be liable to the Client to the extent that applicable law limits the Valenz Company's ability to perform services hereunder.

        10.7   **Dispute Resolution**. The Parties agree that in the event of any controversy or claim arising out of or relating to this Agreement, or a breach thereof, the Parties hereto shall first attempt to settle

the dispute by mediation administered by the American Arbitration Association under its Mediation Rules. In the event of mediation, the Parties shall select a single, independent mediator experienced in the subject matter of the dispute. If settlement is not reached within one hundred and eighty (180) calendar days after service of a written demand for mediation, any unresolved controversy or claim shall be settled by arbitration administered by the American Arbitration Association in accordance with the then applicable provisions of the Commercial Arbitration Rules of the American Arbitration Association, and judgment on such arbitration award may be entered in any court having jurisdiction. Arbitrator fees shall be paid by the initiating Party subject to final apportionment by the arbitrator's award. The number of arbitrators shall be one (1). The charges of any such mediation or arbitration body shall be borne equally by the Parties and each Party shall bear its own costs and fees.

10.8   **Assignment**. No Party shall assign, delegate or transfer this Agreement or any of its rights or obligations hereunder without the prior written consent of the other Party, which consent shall not be unreasonably withheld; provided, however, that a Party may assign or transfer its rights or obligations to an affiliate or successor-in-interest without the prior written approval of the other Party if the assignment or transfer occurs in connection with a merger, acquisition or other corporate reorganization and any such assignment or transfer will not have a material impact upon the rights, duties and obligations of the other Party. This Agreement will be binding upon and inure to the benefit of the respective Parties hereto, and their successors and permitted assigns.

10.9   **Severability**. Any determination that any provision of this Agreement or any application thereof is invalid, illegal or unenforceable in any respect in any instance shall not affect the validity, legality and enforceability of such provision in any other instance, or the validity, legality or enforceability of any other provision of this Agreement unless the determination that a provision or the application thereof is invalid, illegal or unenforceable would deprive a Party of a material benefit to be derived under this Agreement. No Party shall assert or claim that this Agreement or any provision hereof is void or voidable if such Party performs under this Agreement without prompt and timely written objection.

10.10   **Notice**. Any notice or demand given or made pursuant to this Agreement shall be in writing and shall be deemed to be given or made to a Party hereto upon receipt by an officer of such Party (with the delivery receipt or facsimile answerback being conclusive, but not exclusive, evidence of receipt), or at such time as delivery is refused upon presentation. Notices shall be delivered to the address of the recipient as set forth below, or such other address as is provided by the recipient to the sender pursuant hereto.

Notices to Valenz: Valenz
                            23048 N 15th Ave
                            Phoenix, AZ 85027
                            Attn: Nancy Prose

Notices to Client: Primary Contact
                            Address on file

10.11   **Waiver**. No waiver of any obligation under this Agreement will be enforceable unless set forth in a writing signed by the Party against which enforcement is sought. No delay or failure to require performance of any provision of this Agreement shall constitute a waiver of that provision as to that or any other instance. Any waiver granted hereunder shall apply solely to the specific instance expressly addressed.

10.12   **Headings**.   The headings or captions of each section of this Agreement shall be deemed to be for convenience and reference only, and do not form a part of this Agreement, and do not in any way modify, interpret or construe any intent of the Parties or affect any of the provisions of this Agreement.

10.13   **Survival**.   Provisions of this Agreement relating to monetary obligation, confidential information, and duties relating to Protected Health Information shall survive termination of this Agreement for any reason, until by its terms, such provision is no longer applicable.

10.14   **Force Majeure**.   No Party shall be liable for any delay or failure to perform its obligations under this Agreement arising out of a cause beyond its control or without its fault or negligence. Such causes may include, but are not limited to, fires, floods, and natural disasters.

10.15   **Counterparts**.   This Agreement may be executed in counterparts (including by means of facsimile or PDF signature pages delivered electronically), any one of which need not contain the signatures of more than one Party, but all such counterparts taken together shall constitute one and the same instrument.

EXHIBIT A TO MASTER SERVICES AGREEMENT
BUSINESS ASSOCIATE ADDENDUM

I. GENERAL PROVISIONS

Section I.1. **Status of Parties under HIPAA**. The Parties acknowledge and agree that Client ("**Covered Entity**") is a Covered Entity (as defined by HIPAA) and Inetico, LLC d/b/a Valenz Care, NX Health Network d/b/a Valenz Access, United Claims Solutions, Inc. d/b/a Valenz Claim, and Zebu Compliance Solutions, LLC d/b/a Valenz Assurance (each referred to individually and collectively as "**Valenz**") are each a Business Associate of **Covered Entity** when Valenz creates, receives, maintains, transmits, uses or discloses Protected Health Information on behalf of **Covered Entity**.

Section I.2. **Effect**. To the extent that Valenz receives Protected Health Information from or on behalf of Covered Entity ("**PHI**") to perform Business Associate activities, the terms and provisions of this Addendum shall supersede any other conflicting or inconsistent terms and provisions in this Agreement to the extent of such conflict or inconsistency. To the extent provisions of this Agreement do not conflict with this Addendum, provisions in the Agreement shall control.

Section I.3. **Defined Terms**. Capitalized terms used in this Agreement (including this Addendum) without definition shall have the respective meanings assigned to such terms by the Administrative Simplification section of the Health Insurance Portability and Accountability Act of 1996, the Health Information Technology for Economic and Clinical Health Act and their implementing regulations as amended from time to time (collectively, "**HIPAA**").

Section I.4. **No Third Party Beneficiaries**. The Parties have not created and do not intend to create by this Agreement any third party rights, including, but not limited to, third party rights for Covered Entity's patients.

Section I.5. **HIPAA Amendments**. The Parties acknowledge and agree that the Health Information Technology for Economic and Clinical Health Act and its implementing regulations impose requirements with respect to privacy, security and breach notification applicable to Business Associates (collectively, the "**HITECH BA Provisions**"). The HITECH BA Provisions and any other future amendments to HIPAA affecting Business Associate agreements are hereby incorporated by reference into this Agreement as if set forth in this Agreement in their entirety, effective on the later of the effective date of this Agreement or such subsequent date as may be specified by HIPAA.

Section I.6. **Regulatory References**. A reference in this Addendum to a section in HIPAA means the section as it may be amended from time-to-time.

II. OBLIGATIONS OF THE COVERED ENTITY

Section II.1. **Use and Disclosure of PHI**. Valenz may use and disclose PHI as permitted or required under this Agreement (including this Addendum) or as Required by Law, but shall not otherwise use or disclose any PHI. Valenz shall not use or disclose PHI received from Covered Entity in any manner that would constitute a violation of HIPAA if so used or disclosed by Covered Entity (except as set forth in Sections 2.1(a), (b) and (c) of this Addendum). To the extent Valenz carries out any of Covered Entity's obligations under the HIPAA privacy standards, Valenz shall comply with the requirements of the HIPAA privacy standards that apply to Covered Entity in the performance of such obligations. Without limiting the generality of the foregoing, Valenz is permitted to use or disclose PHI as set forth below:

Valenz Master Services Agreement – Product Subscription and Services Addendum
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(a)   Valenz may use PHI internally for Valenz's proper management and administration or to carry out its legal responsibilities.

(b)   Valenz may disclose PHI to a third party for Valenz's proper management and administration, provided that the disclosure is Required by Law or Valenz obtains reasonable assurances from the third party to whom the PHI is to be disclosed that the third party will (1) protect the confidentiality of the PHI, (2) only use or further disclose the PHI as Required by Law or for the purpose for which the PHI was disclosed to the third party and (3) notify Covered Entity of any instances of which the third party is aware in which the confidentiality of the PHI has been breached.

(c)   Valenz may use PHI to provide Data Aggregation services relating to the Health Care Operations of Covered Entity if required or permitted under this Agreement.

(d)   Valenz may use PHI to create de-identified information in accordance with the HIPAA de-identification requirements. Valenz may use and disclose de-identified information for any purpose permitted by law.

Section II.2.   Safeguards. Valenz shall use appropriate safeguards to prevent the use or disclosure of PHI other than as permitted or required by this Addendum. In addition, Valenz shall implement Administrative Safeguards, Physical Safeguards and Technical Safeguards that reasonably and appropriately protect the Confidentiality, Integrity and Availability of PHI transmitted or maintained in Electronic Media ("**EPHI**") that it creates, receives, maintains or transmits on behalf of Covered Entity. Valenz shall comply with the HIPAA Security Rule with respect to EPHI.

Section II.3.   Minimum Necessary Standard. To the extent required by the "minimum necessary" requirements of HIPAA, Valenz shall only request, use and disclose the minimum amount of PHI necessary to accomplish the purpose of the request, use or disclosure.

Section II.4.   Mitigation. Valenz shall take reasonable steps to mitigate, to the extent practicable, any harmful effect (that is known to Valenz) of a use or disclosure of PHI by Valenz in violation of this Addendum.

Section II.5.   Trading Partner Agreement. Valenz shall not take any of the following actions: change the definition, Data Condition, or use of a Data Element or Segment in a Standard; add any Data Elements or Segments to the maximum defined Data Set; use any code or Data Elements that are either marked "not used" in the Standard's Implementation Specification or are not in the Standard's Implementation Specification(s); or change the meaning or intent of the Standard's Implementation Specification(s).

Section II.6.   Subcontractors. Valenz shall enter into a written agreement meeting the requirements of 45 C.F.R. §§ 164.504(e) and 164.314(a)(2) with each Subcontractor (including, without limitation, a Subcontractor that is an agent under applicable law) that creates, receives, maintains or transmits PHI on behalf of Valenz. Valenz shall ensure that the written agreement with each Subcontractor obligates the Subcontractor to comply with restrictions and conditions that are at least as restrictive as the restrictions and conditions that apply to Valenz under this Addendum.

Section II.7.   Reporting Requirements.

(a)   If Valenz becomes aware of a use or disclosure of PHI in violation of this Agreement by Valenz or a third party to which Valenz disclosed PHI, Valenz shall report the use or disclosure to Covered Entity without unreasonable delay.

(b)   Valenz shall report any Security Incident involving EPHI of which it becomes aware in the following manner: (a) any actual, successful Security Incident will be reported to Covered Entity in writing without unreasonable delay, and (b) any attempted, unsuccessful Security Incident of which Valenz becomes aware will be reported to Covered Entity orally or in writing on a reasonable basis, as requested by Covered Entity. If the HIPAA security regulations are amended to remove the requirement to report unsuccessful attempts at unauthorized access, the requirement hereunder to report such unsuccessful attempts will no longer apply as of the effective date of the amendment.

(c)   Valenz shall, following the discovery of a Breach of Unsecured PHI, notify Covered Entity of the Breach in accordance with 45 C.F.R. § 164.410 without unreasonable delay and in no case later than sixty (60) calendar days after discovery of the Breach.

Section II.8.   Access to PHI. Within fifteen (15) business days of a request by Covered Entity for access to PHI about an Individual contained in any Designated Record Set of Covered Entity maintained by Valenz, Valenz shall make available to Covered Entity such PHI for so long as Valenz maintains such information in the Designated Record Set. If Valenz receives a request for access to PHI directly from an Individual, Valenz shall forward such request to Covered Entity within ten (10) business days. Covered Entity shall have the sole responsibility to make decisions regarding whether to approve a request for access to PHI.

Section II.9.   Availability of PHI for Amendment. Within fifteen (15) business days of receipt of a request from Covered Entity for the amendment of an Individual's PHI contained in any Designated Record Set of Covered Entity maintained by Valenz, Valenz shall provide such information to Covered Entity for amendment and incorporate any such amendments in the PHI (for so long as Valenz maintain such information in the Designated Record Set) as required by 45 C.F.R. § 164.526. If Valenz receives a request for amendment to PHI directly from an Individual, Valenz shall forward such request to Covered Entity within ten (10) business days. Covered Entity shall have the sole responsibility to make decisions regarding whether to approve a request for an amendment to PHI.

Section II.10.   Accounting of Disclosures. Within fifteen (15) business days of notice by Covered Entity to Valenz that it has received a request for an accounting of disclosures of PHI (other than disclosures to which an exception to the accounting requirement applies), Valenz shall make available to Covered Entity such information as is in Valenz's possession and is required for Covered Entity to make the accounting required by 45 C.F.R. § 164.528. If Valenz receives a request for an accounting directly from an Individual, Valenz shall forward such request to Covered Entity within ten (10) business days. Covered Entity shall have the sole responsibility to provide an accounting of disclosures to the Individual.

Section II.11.   Availability of Books and Records. Valenz shall make its internal practices, books and records relating to the use and disclosure of PHI received from, or created or received by Valenz on behalf of, Covered Entity available to the Secretary for purposes of determining Covered Entity's and Valenz's compliance with HIPAA.

III.   OBLIGATIONS OF THE COVERED ENTITY

Section III.1.   Permissible Requests. Covered Entity shall not request Valenz to use or disclose PHI in any manner that would not be permissible under HIPAA if done directly by Covered Entity (except as provided in Sections 2.1(a), (b) and (c) of this Addendum).

Section III.2.   Minimum Necessary PHI. When Covered Entity discloses PHI to Valenz, Covered Entity shall provide the minimum amount of PHI necessary for the accomplishment of Valenz's purpose.

Section III.3. **Permissions; Restrictions**. Covered Entity warrants that it has obtained and will obtain any consents, authorizations and/or other legal permissions required under HIPAA and other applicable law for the disclosure of PHI to Valenz. Covered Entity shall notify Valenz of any changes in, or revocation of, the permission by an Individual to use or disclose his or her PHI, to the extent that such changes may affect Valenz's use or disclosure of PHI. Covered Entity shall not agree to any restriction on the use or disclosure of PHI under 45 CFR § 164.522 that restricts Valenz's use or disclosure of PHI under this Agreement unless such restriction is Required By Law or Valenz grants its written consent, which consent shall not be unreasonably withheld.

Section III.4. **Notice of Privacy Practices**. Covered Entity shall provide Valenz with the notice of privacy practices that Covered Entity produces in accordance with 45 CFR 164.520, as well as any changes to such notice. Except as Required By Law, with Valenz's consent or as set forth in this Agreement, Covered Entity shall not include any limitation in the Covered Entity's notice of privacy practices that limits Valenz's use or disclosure of PHI under this Agreement.

Section III.5. **Policies and Procedures**. Covered entity shall provide Valenz with the policies and procedures the Covered Entity implements in accordance with 45 CFR 164.530 and will provide updates to Valenz of any changes to such policies and procedures, to the extent such policy or change may affect Valenz's use or disclosure of PHI and/or ePHI.

Section III.6. **Privacy Official; Authorized Individuals**. Covered Entity shall notify Valenz of the designation of a Privacy Official and any changes of such designation, as well as the names of those persons who are to be given access to PHI and/or ePHI to be disclosed to Covered Entity or on behalf of Covered Entity.

IV. TERMINATION OF THIS AGREEMENT

Section IV.1. **Termination Upon Breach of this Addendum**. Any other provision of this Agreement notwithstanding, either Party (the "**Non-Breaching Party**") may terminate this Agreement upon thirty (30) calendar days advance written notice to the other Party (the "**Breaching Party**") in the event that the Breaching Party materially breaches this Addendum and such breach is not cured to the reasonable satisfaction of the Non-Breaching Party within such 30-day period.

Section IV.2. **Return or Destruction of PHI upon Termination**. Upon expiration or earlier termination of this Agreement, Valenz shall either return or destroy all PHI received from Covered Entity or created or received by Valenz on behalf of Covered Entity and which Valenz still maintains in any form. Notwithstanding the foregoing, to the extent that Valenz reasonably determines that it is not feasible to return or destroy such PHI, the terms and provisions of this Addendum shall survive termination of this Agreement and such PHI shall be used or disclosed solely for such purpose or purposes which prevented the return or destruction of such PHI.

ZEBU COMPLIANCE SOLUTIONS, LLC D/B/A VALENZ ASSURANCE
PRODUCT SUBSCRIPTION AND SERVICES ADDENDUM

This Product Subscription and Services Addendum (this "**Product Addendum**") is incorporated into and made part of that certain Master Services Agreement among the identified Valenz companies and Client. The Parties agree that, for the purposes of this Addendum, "**Valenz**" shall mean Zebu Compliance Solutions, LLC D/B/A Valenz Assurance.

1.   **Definitions**. Unless otherwise defined in this Product Addendum, all capitalized terms in this Product Addendum shall have the meaning given them in the Agreement. Capitalized terms not otherwise defined in the Agreement or this Product Addendum will have the following meanings.

        1.1   "**Authorized User"** means Client's or a Client Customer's employees, contractors and agents who are authorized by Valenz or Client to access and use the Licensed Products in accordance with this Agreement.

        1.2   "**Client Customer**" means the unrelated third parties to whom Client may redistribute the Licensed Products identified in Section 2.4 that are authorized to make such Licensed Products available to their End Users.

        1.3   "**Client Data**" means all data input into License Products by Authorized Users or End Users or otherwise provided to Valenz by Client or a Client Customer.

        1.4   "**Documentation**" means product literature and other documentation provided by Valenz describing the features and functionality of the Licensed Products.

        1.5   "**End User**" means persons who are authorized by Client or, to the extent applicable, a Client Customer, to use the Derivative Products in accordance with and as permitted under an applicable Schedule.

        1.6   "**Excused Downtime**" means any non-availability of the Licensed Products due to (i) scheduled downtime that Valenz notifies Client of at least seventy-two (72) hours in advance; (ii) downtime needed for emergency maintenance; (iii) downtime to address requests of Client; or (iv) downtime caused by any Client systems.

        1.7   "**Fees**" means, collectively, the License Fees and Service Fees.

        1.8   "**Valenz Marks**" means any trademarks, trade names, logos, service marks, owned or controlled by Valenz, together with any and all goodwill therein or arising out of the use thereof.

2.   **Services**.

        2.1   Licenses. Valenz hereby grants the licenses set forth in this Section 2.1 to Client. The licenses may not be re-assigned without the written consent of Valenz. Client shall take all steps necessary by instruction, audit, agreements, and otherwise, to ensure compliance with the terms of this Addendum or the Agreement by Authorized Users and End Users. Client will be responsible for any act or omission of any persons having access to the Licensed Products or Derivative Products through Client that would constitute a breach of this Addendum or the Agreement by Client.

a.   Licensed Products.   Valenz will provide Client access to the Licensed Products set forth in one or more Schedules mutually executed by the parties and incorporated into this Addendum.   Valenz hereby grants Client a limited, non-exclusive, non-sublicensable (except as set forth in Section 2.4), non-transferable (except as set forth in Section 2.4) right to (i) access and use, and to permit its Authorized Users, to access and use, the specified Licensed Product(s), as periodically updated, and, to the extent permitted under an applicable Schedule and (ii) use and make a reasonable number of copies of the Documentation in order to facilitate its and its Authorized Users' authorized use of the Licensed Products, in each case of (i) and (ii) solely in accordance with the Documentation and for Client's or the Client Customer's (as applicable) internal business purposes.

b.   Derivative Products.   In connection with the Licensed Products, Valenz may make certain data and information that Valenz owns or otherwise controls and has the right to redistribute (the "**Valenz Data**") available for use by Customer in connection with Customer's own software offerings to create work product, including tables, reports or analyses (such products that contain or otherwise rely on Valenz Data, the "**Derivative Products**").   Subject to Client's compliance with the use restrictions set forth in Section 6.2(b), Valenz hereby grants Client a non-exclusive, non-sublicensable (except as set forth in Section 2.4) limited right and license to use the Valenz Data to create Derivative Products and permit Client's End User's the right to use the Valenz Data contained in any Derivative Product(s), solely for Client's or the applicable End User's internal business purposes and for any other purpose specifically identified in the applicable Schedule. As between the parties, Valenz solely owns and will continue to own all rights, title and interest (including all intellectual property rights) in and to the Valenz Data and any modifications or derivatives thereof. Client acknowledges and agrees that, besides the limited use right granted in this Section 2.1(b), no other right is granted and no other use of the Valenz Data is permitted.

2.2   Support and Maintenance.   Valenz will provide Client the support and maintenance services for the Licensed Products as set forth in Section 5.

2.3   Professional Services.   From time to time after the Effective Date, Valenz and Client may mutually agree upon other services Valenz will provide to Client, including custom configurations, interface development or on-site support or training (such additional services, the "**Professional Services**"). All such Professional Services shall be set forth in a separate statement of work that describes the services Valenz will provide and the Fees for such Professional Services (each, a "**SOW**").   All changes or modifications to the obligations or rights of either party under an SOW (including, without limitation, changes to the scope of the Professional Services) shall be set forth in a written change order executed by both Parties, which must identify any changes to the Professional Services and corresponding changes (if any) to the timing of performance and Fees payable by Client.

2.4   Right to Redistribute.   Subject to the following and in compliance with the terms of the applicable Schedule, including all payment obligations, Valenz hereby grants Client the right to (i) redistribute the Licensed Product(s) and Derivative Products to certain unrelated third parties identified in an applicable Schedule or otherwise approved by Valenz in writing ("**Client Customers**") and (ii) sublicense the rights granted to Client under Section 2.1 to such Client Customers with respect to the redistributed Licensed Products and Derivative Products, provided that any such Client Customer and its respective Authorized Users and End Users are aware of and bound by terms no less stringent or protective of Valenz as those included in this Agreement.   Without limiting Valenz's rights under Section 3, Valenz reserves the right to terminate this right to redistribute and any Client Customer's rights with respect to a Licensed Product or the Derivative Product in the event a Client Customer fails to comply with the terms of this Agreement.

3.   **Term and Termination**.

3.1   Term. The initial term of this Product Addendum will commence on the Addendum Effective Date and continue for an initial term of one (1) year (the **"Initial Term"**) and will automatically renew at the then-current rates for 1-year terms (each, a "**Renewal Term**") unless and until (i) it is terminated by either party in accordance with this Section 3 or (ii) either party provides the other with written notice of its intent to not renew, which such notice will be provided at least ninety (90) calendar days prior to the end of the then-current term (the Initial Term together with any Renewal Terms, the "**Term**").

3.2   Termination for Convenience. Either party may terminate this Product Addendum at any time after the Initial Term by providing ninety (90) calendar days' written notice to the other party. Termination by Client prior to the end of a then-current term will result in forfeiture of any discounts or pre-payments based on the contractual period and repayment of the discounts will be due within thirty (30) calendar days of cancellation. To the extent Client is paying on a monthly fee basis for an annual term or an annual fee basis for a multi-year term, the remainder of the then-current term fees will be due within thirty (30) calendar days of cancellation. If Licensed Product is used during the 90 day notice period additional fees may also be due within thirty (30) calendar days after the 90 day notice period ends.

3.3   Termination for Cause. Following material breach of this Product Addendum by Client, a Client Customer or any of their respective End Users, Valenz may, at its sole discretion, suspend Client's, Client Customer's or the applicable End Users' right to access and use the Licensed Products or Derivative Products, as applicable, or terminate this Product Addendum, in each case upon thirty (30) calendar days' written notice if Client fails to cure such breach within such 30-day period, provided that such cure period will be ten (10) calendar days for Client's failure to pay the License Fees as prescribed in Section 4. Notwithstanding the foregoing, Valenz will not terminate this Product Addendum due to a breach by one or more of Client's Customers if such breaches are not (i) facilitated by Client or (ii) the result of willful disregard or negligence on the part of Client; however Valenz will have the right, in such event and at its discretion, to require Client terminate such Client Customer's and its End User's use of the Licensed Products or Derivative Products.

3.4   Effect of Termination. Upon termination, all rights and licenses granted under this Product Addendum, including any use rights granted by Client to a Client Customer or other End User, shall immediately terminate and Client and its Client Customers may no longer use or access or redistribute Licensed Product(s), Derivative Products or any components, copies or other derivatives thereof. Client will pay all Fees accrued as of the effective date of termination together with any cancellation fee, to the extent applicable, to Valenz within thirty (30) calendar days of termination. Valenz will be awarded court costs and reasonable attorney fees if it prevails in any action or proceeding against Client due to Client's breach of this license.

3.5   Survival. The following Sections will survive termination or expiration of this Product Addendum: 3.4, 4, 6, 7.2, 7.3, 8, and 9 (but only for one year following the effective date of termination).

4.   **Consideration**.

4.1   Licensed Product Fees. In exchange for the access rights granted to Client and certain other services performed by Valenz on Client's behalf, Client will pay Valenz the license fees for each Licensed Product and, to the extent applicable, Derivative Product in the amounts and on the payment schedule set forth in the applicable Schedule (the "**License Fees**"). If not otherwise set forth on the applicable Schedule, all payments shall be payable, as applicable, on an annual (Net 30) and/or monthly (Net 15) basis following receipt by Client of a billing statement from Valenz for such License Fees.

4.2   Professional Fees. The Professional Services are not included in the Licensing Fees, and would therefore be subject to additional fees (the "**Service Fees**"). Such Service Fees will be set forth in the applicable SOW for such Professional Services and payable in accordance with the payment structure set forth in the applicable SOW. If not otherwise set forth in an applicable SOW, Client will pay Valenz any Service Fees within thirty (30) calendar days following Client's receipt of an invoice therefore, including any travel or out of pocket expenses Valenz incurs in connection with such Professional Services that are approved by Client in advance.

4.3   Payment; Interest. Client shall pay Valenz for any Fees in accordance with Section 4 plus applicable federal, state and local taxes, other than any taxes imposed on, or with respect to, Valenz's income, revenues, gross receipts, personnel, real or personal property or other assets. All payments under this Product Addendum are nonrefundable. Payment will be made utilizing the mechanism set forth on the applicable invoice for such Fees. Client will pay Valenz interest at an annual rate of 15% on any Fees not paid within applicable payment period. Client shall pay Valenz directly and is responsible for payment to Valenz without regard to Client's financial agreements with Client Customers or its Client Customers' End Users. Checks returned for nonsufficient funds will be electronically deposited/bank drafted to Client's account and Client expressly authorizes such for the amount of the check plus any applicable fees. Use of a check for payment is Client's acknowledgement and acceptance of this policy's terms and conditions.

4.4   Disclosure. Client agrees not to disclose the amount of the Licensing Fees or Professional Fees in its sublicensing, marketing, promotional, billing, or any other materials.

5.   **Support and Maintenance Services; Availability**.

5.1   Maintenance Services. Valenz shall maintain Licensed Product(s) on an ongoing basis, and will perform updates and maintenance to the Licensed Product(s) as necessary to deploy such Licensed Products in accordance with this Product Addendum. Valenz will use commercially reasonable efforts to make the Licensed Products available at least 99.9% of any given calendar month, excluding any Excused Downtime. No guarantee is offered for Client's internet connectivity or for regional internet outages or backbone carrier failures or general failures of the internet infrastructure. Valenz shall use reasonable efforts to provide alternative service delivery methods in the event of an extended generalized infrastructure failure. Valenz shall use reasonable efforts to notify Client of any unexpected service outages as soon as practicable. All scheduled maintenance and service outage notices will be sent by e-mail to the primary business contact within Client's organization.

5.2   Support Services. All problems or concerns about the content, accuracy, precision, thoroughness, specifications, or functioning of Licensed Product(s) shall be forwarded to Valenz on a timely basis. Valenz will use reasonable efforts to address and resolve Client questions, requests, or reproducible problems with Licensed Product(s) within the timeframes set forth below. Valenz shall provide Client with toll-free telephone, email, and online assistance and advice in the use of Licensed Product(s). Client agrees to provide documentation to Valenz as reasonably requested to enable Valenz to adequately confirm, diagnose, and respond to support requests.

a.   Upon notification of any potential error or omission, Valenz will confirm the accuracy of the claim and use reasonable efforts to make necessary changes, or provide additional information about the content in question, within the following time frames:

- 1 business day for content typographical/implementation errors
- 2 business days for content changes requiring source verification/clarification/correction
- 5 business days for edit algorithm corrections
- 30 business days for edit algorithm changes requested by Client for specific use cases

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- Custom edit algorithms requested by Client (any such custom edits shall constitute Professional Services and will be subject to Section 2.3)

    b.   Valenz shall provide support through toll-free phone lines and email Monday through Friday from 8:30 AM to 6 PM Eastern Standard Time. Valenz will use reasonable efforts to acknowledge and resolve any such emergency requests as soon as reasonably possible.

6.   **Ownership; Client Data.**

    6.1   <u>Valenz Ownership</u>. Except for the rights and licenses expressly granted by Valenz to Client under this Product Addendum, Valenz shall have sole and exclusive ownership over all rights, title and interests (including all intellectual property rights including copyright, patent, trademark and trade secret rights) in and to (i) the Licensed Product(s) and any modifications thereto and enhancements thereof and (ii) as between the parties, all Valenz Data. Client agrees to make all reasonable efforts to protect against and prevent any infringement of Valenz rights in and to the Licensed Product(s).

    6.2   <u>Restrictions</u>.

    a.   <u>Licensed Products</u>. Client agrees not to access or attempt to access or discover Licensed Product(s) processing components, algorithms, files, databases, programming methods, data elements, or proprietary data, formats, and techniques, except as provided through Valenz-provided interfaces and reporting routines intended and documented for Client use. Client will not attempt to reverse engineer, recompile, disassemble, copy, or access, interact, or interfere with Licensed Product(s) in any manner. Under no conditions may Client remove the copyright notices that are made part of Licensed Product(s) or documentation.

    b.   <u>Derivative Products</u>. Unless otherwise specifically permitted by the applicable Schedule, Client must not publish the Derivative Product(s) or otherwise make Derivative Product(s) available to any third persons. If the applicable Schedule sets for a specific time period for use of the Derivative Product, upon expiration or termination of such time period, Client will: (i) permanently destroy all Derivative Products arising out of such Schedule in Client's possession (including all copies, derivatives or reports containing or embodying any Valenz Data). Client will ensure that all persons that have access to the Derivative Products will comply with these use restrictions.

    6.3   <u>Valenz Marks</u>. Client may not, and may not permit, any use of the Valenz Marks in any Client promotional or referential material unless approved in writing by Valenz prior to such use or distribution by Client. Valenz reserves sole and exclusive ownership of any and all Valenz Marks, including all intellectual property rights therein and thereto and all goodwill associated therewith.

    6.4   <u>Client Data</u>. Subject to the terms and conditions of this Product Addendum, Client hereby grants Valenz a non-exclusive, sublicensable right and license to access, collect, store, use, dispose or otherwise process the Client Data as necessary to provide the services set forth under this Product Addendum for Client or Client's Customers' benefit during the term of this Product Addendum. As between the Parties, Client solely owns the Client Data and all intellectual property rights therein and thereto. In connection with providing the services to Client hereunder, Valenz may receive or have access to Client's protected health information. As a result, the terms of the Business Associate Addendum between Client and Valenz will apply to this Product Addendum.

7.   **Warranties; Disclaimer.**

7.1   Warranties. Each party represents and warrants that (i) the execution and delivery of this Agreement and the performance of the transactions contemplated hereby have been duly authorized by all appropriate corporate action; (ii) it has the authority and right to grant the other party all rights and licenses granted to such other party under this Agreement. Valenz warrants that Licensed Product(s) will function as described in the Documentation. As Valenz's sole and exclusive liability to Client for a failure to meet the foregoing warranty, if the Licensed Product(s) or content is defective, contains errors, or is not intact, Valenz agrees to provide timely correction(s) as provided herein in the most commercially reasonable manner possible in accordance with Section 5. Client represents and warrants that it has all rights, consents and permissions necessary to provide the Client Data to Valenz and grant Valenz the right to use such Client Data as granted under this Agreement.

7.2   Disclaimer. EXCEPT AS EXPRESSLY PROVIDED IN THIS AGREEMENT, Valenz MAKES NO WARRANTY OF ANY KIND, AND Valenz HEREBY DISCLAIMS ALL OTHER WARRANTIES, ORAL OR WRITTEN, WHETHER EXPRESS, IMPLIED, STATUTORY OR OTHERWISE, INCLUDING WITHOUT LIMITATION ALL IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE AND ALL WARRANTIES ARISING FROM ANY COURSE OF DEALING, COURSE OF PERFORMANCE OR USAGE OF TRADE. Without limiting the foregoing, Valenz does not warrant that Licensed Product(s) or any Derivative Product will meet Client's or its Client Customers' End User's particular requirements or that the operation will be uninterrupted or without error.   Client acknowledges and agrees that Valenz is not responsible for errors or omissions in the content provided by or derived from CMS, OIG, AMA, ADA, AHA, WHO, and other sources.

7.3   Warranties to Client Customers; End Users. Client shall not state or claim to End Users that Valenz guarantees or warranties Licensed Product(s) or any Derivative Products in any manner that is inconsistent or beyond the warranties provided herein.

8.   **Indemnity**. Without limiting the generality of Section 7.3 of the MSA, the Parties agree as follows.

8.1   Valenz Indemnification.

a.   Valenz specifically agrees to defend Client Indemnitees from and against, and indemnify the Client Indemnitees for any and all Losses incurred as a result of, any Claim brought by a third party and arising out of or resulting from (i) (subject to Section 8.1(b)) a claim that Client's use or possession of the Licensed Product(s) or a Derivative Product infringes or violates a copyright, patent, trade secret, or other proprietary right of any third party, or (ii) the negligent, reckless, or intentional acts or omissions of or the failure to comply with the terms of this Agreement or applicable law by, Valenz, its employees, agents, or subcontractors.

b.   In the event that Licensed Product(s) is held to infringe a proprietary right of any third party, Valenz shall either, at its sole discretion and as Client's sole and exclusive remedy, procure for Client the right to continue to use Licensed Product(s), or modify Licensed Product(s) to become non-infringing. Any such modification will maintain the minimum functional characteristics of the original Licensed Product(s). If none of the alternatives for making Licensed Product(s) non-infringing are available or commercially reasonable to Valenz, Valenz may terminate this Agreement with respect to the infringing Licensed Product and shall refund to Client any unearned License Fees for such Licensed Product.

8.2   Client Indemnification. Client specifically agrees to defend Valenz Indemnitees from and against, and indemnify the Valenz Indemnitees for any and all Losses incurred by the Valenz Indemnitees as a result of, any Claim brought by a third party and arising out of or resulting from: (i) any claim that Valenz's use or possession of Client Data, software, interfaces, or other Client-provided property infringes or

violates a copyright, patent, trade secret, or other proprietary or privacy or employment right of any third party, (ii) Client's, a Client Customer's or their respective End User's use of the Licensed Products or Derivative Products (except to the extent such Claim is subject to Valenz's obligations under Section 8.1(a)) or (iii) the negligent, reckless, or intentional acts or omissions of, or the failure to comply with the terms of this Agreement or applicable law by, Client, its employees, agents, or subcontractors.

9. **Audit**. Client shall keep complete and accurate records of End-User access to and use of Licensed Product(s). Valenz or its representatives may audit and copy such records at its own expense at Client's designated U.S. location in the presence of Client's personnel or representative. If any audit discloses that license fees were under-reported by the greater of $2500 or 5% in any quarter, Client shall bear the cost of the audit. Valenz will keep Client's records confidential except as it relates to third-party licensing requirements specified in the attached schedule(s). The audit right may be invoked by Valenz for up to 1 year after termination.