

Authorized Recovery Software-as-a-Service Agreement

This Software-as-a-Service Agreement (the "Agreement"), is by and between Authorized Recovery, Inc., AR Billing & Authorizations, LLC, and their subsidiaries and affiliates ("Provider") and Provider's Customers and End Users, as is defined in the relevant Customer Agreement and herein.

WHEREAS, Provider provides access to this Software-as-a-Service offering to its customers and users;

WHEREAS, Customer desires to have End User access this Software-as-a-Service offering described herein, and Provider desires to provide Customer and End Users access to such offering, subject to the terms and conditions set forth in this Agreement ("Terms").

NOW, THEREFORE, in consideration of the mutual covenants, terms, and conditions set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

IMPORTANT NOTICE: DISPUTES ABOUT THESE TERMS AND THE SERVICES PROVIDED BY PROVIDER ARE SUBJECT TO BINDING ARBITRATION AND A WAIVER OF CLASS ACTION RIGHTS AS DETAILED IN THE "MANDATORY ARBITRATION AND CLASS ACTION WAIVER" SECTION BELOW.

This Agreement along with the relevant Customer Agreement, govern your use of this Software-as-a-Service (together, the "Service") provided by Provider. By accessing or using the Service, you acknowledge and agree that you have read, understand, and agree to be bound by the Terms. If you do not agree to these Terms, then you have no right to access or use the Services.

Organizations or other third parties that have paid, or otherwise contracted, for use of the Service by their team ("Customers") must separately enter into a written agreement with us (in either case, "Customer Agreement"). That Customer Agreement permits Customers to invite others ("End Users") to access and use the Service. If you have been invited by a Customer, you acknowledge and agree that the Customer owns all content that you submit or upload to the Service and controls your use of the Service in accordance with applicable local laws, including but not limited to adding or removing you from a team, enabling or disabling third-party integrations, managing permissions, and accessing, modifying, or removing content that you submit or upload to the Service.

We may, from time to time, modify these Terms. Please check this page periodically for updates. If you do not agree to, or cannot comply with, the modified terms, you must stop using the Service. The updated Terms will take effect upon their posting and will apply on a going-forward basis, unless otherwise provided in a notice to you, and except as provided in the Mandatory Arbitration and Class Action Waiver section of these Terms. Your continued use of the Services after any such update constitutes your binding acceptance of such changes.

From time to time, Beta versions of Services or a portion thereof may be made available. If and the extent such Beta versions are offered, they will be marked as "Beta" and will be provided without warranty of any kind to Customer and End Users and on an AS IS basis. Use of Beta Services are entirely voluntarily. Provider provides Beta versions of Services to assist Provider with testing functionality, determining their utility, and gathering general feedback on certain features of the Services. However, by their nature Customer and End User understands that Beta Services are highly likely to contain defects, and that should Customer and End User's elect to work with Beta Services, that they may encounter serious performance problems and/or

loss of data. Provider may discontinue Beta Services at any time in our sole discretion. We will have no liability for any harm or damage arising out of or in connection with use of a Beta Service.

1. Definitions.

"Access Credentials" means any user name, identification number, password, license or security key, security token, PIN, or other security code, method, technology, or device used, alone or in combination, to verify an individual's identity and authorization to access and use the Services.

"Action" means any claim, action, cause of action, demand, lawsuit, arbitration, inquiry, audit, notice of violation, proceeding, litigation, citation, summons, subpoena, or investigation of any nature, civil, criminal, administrative, regulatory, or other, whether at law, in equity, or otherwise.

"Affiliate" of a Person means any other Person that directly or indirectly, through one or more intermediaries, controls, is controlled by, or is under common control with, such Person.

"Customer Data" means information, data, and other content, in any form or medium, that is collected, downloaded, or otherwise received, directly or indirectly from Customer or an End User by or through the Service or that incorporates or is derived from the Processing of such information, data, or content by or through the Service. For the avoidance of doubt, Customer Data does not include Resultant Data or any other information reflecting the access or use of the Service by or on behalf of Customer or any End User.

"Customer Systems" means the Customer's information technology infrastructure, including computers, software, hardware, databases, electronic systems (including database management systems), and networks, whether operated directly by Customer or through the use of third-party services.

"Documentation" means any manuals, instructions, or other documents or materials that the Provider provides or makes available to Customer and End User in any form or medium and which describe the functionality, components, features, or requirements of the Services or Provider Materials, including any aspect of the installation, configuration, integration, operation, use, support, or maintenance thereof.

"Harmful Code" means any software, hardware, or other technology, device, or means, including any virus, worm, malware, or other malicious computer code, the purpose or effect of which is to (a) permit unauthorized access to, or to destroy, disrupt, disable, distort, or otherwise harm or impede in any manner any (i) computer, software, firmware, hardware, system, or network; or (ii) any application or function of any of the foregoing or the security, integrity, confidentiality, or use of any data Processed thereby; or (b) prevent Customer and End User from accessing or using the Services or Provider Systems as intended by this Agreement. Harmful Code does not include any Provider Disabling Device.

"HIPAA" means the Health Insurance Portability and Accountability Act of 1996, and associated regulations, as may be amended from time to time. The following terms used in this Agreement have the same meaning as those terms under HIPAA: Accounting of Disclosures; Breach; Business Associate; Designated Record Set; HITECH Act; Individual; and Unsecured PHI.

"Intellectual Property Rights" means any and all registered and unregistered rights granted, applied for, or otherwise now or hereafter in existence under or related to any patent, copyright, trademark, trade secret, database protection, or other intellectual property rights laws, and all similar or equivalent rights or forms of protection, in any part of the world.

"Law" means any statute, law, ordinance, regulation, rule, code, order, constitution, treaty, common law, judgment, decree, or other requirement of any federal, state, local, or foreign government or political subdivision thereof, or any arbitrator, court, or tribunal of competent jurisdiction.

"Losses" means any and all losses, damages, deficiencies, claims, actions, judgments, settlements, interest, awards, penalties, fines, costs, or expenses of whatever kind, including reasonable attorneys' fees and the costs of enforcing any right to indemnification hereunder and the cost of pursuing any insurance providers.

"Permitted Use" means any use of the Services by an End User for the benefit of Customer in the ordinary course of its internal business operations.

"Person" means an individual, corporation, partnership, joint venture, limited liability entity, governmental authority, unincorporated organization, trust, association, or other entity.

"Personal Information" means information that Customer and End User provides or for which Customer and End User provides access to Provider, or information which Provider creates or obtains on behalf of Customer and End User, in accordance with this Agreement that: (i) directly or indirectly identifies an individual (including, for example, names, signatures, addresses, telephone numbers, email addresses, and other unique identifiers); or (ii) can be used to authenticate an individual (including, without limitation, employee identification numbers, government-issued identification numbers, passwords or PINs, user identification and account access credentials or passwords, financial account numbers, credit report information, student information, biometric, genetic, health, or health insurance data, answers to security questions, and other personal identifiers). Customer and End User's business contact information is not by itself Personal Information.

"PHI" means "protected health information" as that term is used under HIPAA. "Customer PHI" means PHI that Provider receives from or on behalf of Customer or End User or creates on behalf of Customer or End User.

"Process" means to take any action or perform any operation or set of operations that the Service is capable of taking or performing on any data, information, or other content, including to collect, receive, input, upload, download, record, reproduce, store, organize, compile, combine, log, catalog, cross-reference, manage, maintain, copy, adapt, alter, translate, or make other derivative works or improvements, process, retrieve, output, consult, use, perform, display, disseminate, transmit, submit, post, transfer, disclose, or otherwise provide or make available, or block, erase, or destroy. "Processing" and "Processed" have correlative meanings.

"Provider" has the meaning set forth in the preamble.

"Provider Disabling Device" means any software, hardware, or other technology, device, or means (including any back door, time bomb, time out, drop dead device, software routine,

or other disabling device) used by Provider or its designee to disable Customer and End User's access to or use of the Service automatically with the passage of time or under the positive control of Provider or its designee.

"Provider Materials" means the Service, Specifications, Documentation, and Provider Systems and any and all other information, data, documents, materials, works, and other content, devices, methods, processes, hardware, software, and other technologies and inventions, including any deliverables, technical or functional descriptions, requirements, plans, or reports, that are provided or used by Provider or any Subcontractor in connection with the Service or otherwise comprise or relate to the Service or Provider Systems. For the avoidance of doubt, Provider Materials include Resultant Data and any information, data, or other content derived from Provider's monitoring of Customer and End User's access to or use of the Services, but do not include Customer and End User Data.

"Provider Personnel" means all individuals involved in providing the Service, including but not limited to, employees, agents, or independent contractors of Provider or any Subcontractor.

"Provider Systems" means the information technology infrastructure used by or on behalf of Provider in providing the Service, including all computers, software, hardware, databases, electronic systems (including database management systems), and networks, whether operated directly by Provider or through the use of third-party services.

"Representatives" means, with respect to a party, that party's and its Affiliates' employees, officers, directors, consultants, agents, independent contractors, service providers, sublicensees, subcontractors, and legal advisors.

"Resultant Data" means data and information related to Customer and End User's use of the Service that is used by Provider in an aggregate and anonymized manner, including to compile statistical and performance information related to the provision and operation of the Service.

"Service" means the Software-as-a-Service offering that is owned by Provider and utilized by Provider, and by Customer and End User, to fulfill obligations established in the relevant Customer Agreement.

"Security Rule" means the Security Standards in 45 C.F.R. Part 160 and Part 164, subparts A and C.

"Specifications" means the specifications for the services being provided by Provider to Customer and End User.

"Third-Party Materials" means materials and information, in any form or medium, including any open-source or other software, documents, data, content, specifications, products, equipment, or components of or relating to the Services that are not proprietary to Provider.

2. Services.

2.1 Access and Use. Subject to and conditioned on Customer and End User compliance with the terms and conditions of this Agreement, Provider hereby grants Customer and End User a non-exclusive, non-transferable (except in compliance with Section 16.8) right to access and use the

Service, solely for use by End Users in accordance with the terms and conditions contained in the relevant Customer Agreement and herein. Such use is limited to Customer and End User internal use.

2.2 Documentation License. Provider hereby grants to Customer and End User a non-exclusive, non-sublicenseable, non-transferable (except in compliance with Section 16.8) license to use the Documentation solely for Customer and End User's internal business purposes in connection with its use of the Services.

2.3 Service and System Control. Except as otherwise expressly provided in this Agreement, as between the parties: (a) Provider has and will retain sole control over the operation, provision, maintenance, and management of the Provider Materials; and (b) Customer and End User has and will retain sole control over the operation, maintenance, and management of, and all access to and use of, the Customer and End User Systems, and sole responsibility for all access to and use of the Provider Materials by any Person by or through the Customer and End User Systems or any other means controlled by Customer and End User, including any: (i) information, instructions, or materials provided by any of them via the Service or by the Provider; (ii) results obtained from any use of the Services or Provider Materials; and (iii) conclusions, decisions, or actions based on such use.

2.4 Reservation of Rights. Nothing in this Agreement grants any right, title, or interest in or to (including any license under) any Intellectual Property Rights in or relating to, the Service, Provider Materials, or Third-Party Materials, whether expressly, by implication, estoppel, or otherwise. All right, title, and interest in and to the Service, the Provider Materials, and the Third-Party Materials are and will remain with Provider and the respective rights holders in the Third-Party Materials.

2.5 Changes. Provider reserves the right, in its sole discretion, to make any changes to the Services and Provider Materials that it deems necessary or useful to: (a) maintain or enhance: (i) the quality or delivery of Provider's services to its Customer and End Users; (ii) the competitive strength of or market for Provider's services; or (iii) the Services' cost efficiency or performance; or (b) to comply with applicable Law.

2.6 Subcontractors. Unless otherwise specifically agreed to in signed writing, Provider may from time to time in its discretion engage third parties to fulfill its obligations herein (each, a "Subcontractor").

2.7 Suspension or Termination of Services. Provider may, directly or indirectly, and by use of a Provider Disabling Device or any other lawful means, suspend, terminate, or otherwise deny Customer and End User's, or any other Person's access to or use of all or any part of the Services or Provider Materials, without incurring any resulting obligation or liability, if: (a) Provider receives a judicial order, subpoena, or law enforcement request that expressly or by reasonable implication requires Provider to do so; or (b) Provider believes, in its good faith and sole discretion, that: (i) Customer and End User has failed to comply with any material term of this Agreement, or accessed or used the Services beyond the scope of the rights granted or for a purpose not authorized under this Agreement or in any manner that does not comply with any material instruction or requirement of the Specifications; (ii) Customer and End User, has been, or is likely to be involved in any fraudulent, misleading, or unlawful activities; or (iii) this Agreement expires or is terminated. This Section 2.7 does not limit any of Provider's other rights or remedies, whether at law, in equity, or under this Agreement.

3. Use Restrictions; Service Usage and Data Storage.

3.1 Use Restrictions. Customer and End User shall not, and shall not permit any other Person to, access or use the Services or Provider Materials except as expressly permitted by this Agreement and, in the case of Third-Party Materials, the applicable third-party license agreement. For purposes of clarity and without limiting the generality of the foregoing, Customer and End User shall not, except as this Agreement expressly permits: (a) copy, modify, or create derivative works or improvements of the Services or Provider Materials; (b) rent, lease, lend, sell, sublicense, assign, distribute, publish, transfer, or otherwise make available any Services or Provider Materials to any Person, including on or in connection with the internet or any time-sharing, service bureau, software as a service, cloud, or other technology or service; (c) reverse engineer, disassemble, decompile, decode, adapt, or otherwise attempt to derive or gain access to the source code of the Services or Provider Materials, in whole or in part; (d) bypass or breach any security device or protection used by the Services or Provider Materials or access or use the Services or Provider Materials other than by an Customer and End User through the use of his or her own then valid Access Credentials; (e) input, upload, transmit, or otherwise provide to or through the Services or Provider Systems, any information or materials that are unlawful or injurious, or contain, transmit, or activate any Harmful Code; (f) damage, destroy, disrupt, disable, impair, interfere with, or otherwise impede or harm in any manner the Services, Provider Systems, or Provider's provision of services to any third party, in whole or in part; (g) remove, delete, alter, or obscure any trademarks, Specifications, Documentation, warranties, or disclaimers, or any copyright, trademark, patent, or other intellectual property or proprietary rights notices from any Services or Provider Materials, including any copy thereof; (h) access or use the Services or Provider Materials in any manner or for any purpose that infringes, misappropriates, or otherwise violates any Intellectual Property Right or other right of any third party (including by any unauthorized access to, misappropriation, use, alteration, destruction, or disclosure of the data of any other Provider Customer and End User), or that violates any applicable Law; (i) access or use the Services or Provider Materials for purposes of competitive analysis of the Services or Provider Materials, the development, provision, or use of a competing software service or product or any other purpose that is to the Provider's detriment or commercial disadvantage; (j) access or use the Services or Provider Materials in, or in association with, the design, construction, maintenance, or operation of any hazardous environments, systems, or applications, any safety response systems or other safety-critical applications, or any other use or application in which the use or failure of the Services could lead to personal injury or severe physical or property damage; or (k) otherwise access or use the Services or Provider Materials beyond the scope of the authorization granted under this Section.

4. Customer and End User Obligations.

4.1 Customer's and End User Duties. Customer and End User will: (a) not request, direct, or cause Provider to use or disclose PHI unless the use or disclosure is in compliance with applicable law relating to the privacy and security of patient data and is the minimum amount necessary for the legitimate purpose of such use or disclosure; (b) notify Provider of any limitation in its notice of privacy practices in accordance with 45 C.F.R. §164.520, to the extent that such limitation may affect Provider's use or disclosure of Customer PHI; (c) notify Provider of any changes in, or revocation of permission by, an Individual to use or disclose Customer PHI, to the extent that such changes may affect Provider's use or disclosure of Customer PHI; and (d) notify Provider of any restriction on the use or disclosure of Customer PHI that Customer has agreed to in accordance with 45 C.F.R. §164.522, to the extent that such restriction may affect Provider's use or disclosure of Customer PHI.

4.2 Customer and End User Systems and Cooperation. Customer and End User shall at all times during the Term: (a) set up, maintain, and operate in good repair and in accordance with the

Specifications all Customer and End User Systems on or through which the Service is accessed or used; (b) provide Provider Personnel with such access to Customer and End User's premises and Customer and End User Systems as is necessary for Provider to perform the Service; and (c) provide all cooperation and assistance as Provider may reasonably request to enable Provider to exercise its rights and perform its obligations under and in connection with this Agreement.

4.3 Effect of Customer and End User Failure or Delay. Provider is not responsible or liable for any delay or failure of performance caused in whole or in part by Customer and End User's delay in performing, or failure to perform, any of its obligations under this Agreement (each, a "Customer and End User Failure").

4.4 Corrective Action and Notice. If Customer and End User becomes aware of any actual or threatened activity prohibited by Section 3.1, Customer and End User shall, immediately: (a) take all reasonable and lawful measures within their respective control that are necessary to stop the activity or threatened activity and to mitigate its effects (including, where applicable, by discontinuing and preventing any unauthorized access to the Service and Provider Materials and permanently erasing from their systems and destroying any data to which any of them have gained unauthorized access); and (b) immediately notify Provider of any such actual or threatened activity.

5. Provider Duties and Service Levels.

5.1 Provider Duties. Provider will: (a) not use or disclose Customer PHI except (i) as required or permitted by law; (ii) as permitted under the terms of the Agreement or any permission of Customer under the Agreement; or (iii) as incidental under HIPAA to another permitted use or disclosure; (b) use reasonable and appropriate safeguards to prevent use or disclosure of Customer PHI other than as provided in the Agreement; (c) implement administrative, physical, and technical standards in accordance with the Security Rule to protect the confidentiality, integrity, and availability of Customer PHI in electronic form ("E PHI"); (d) mitigate, to the extent practicable, any harmful effect of a use or disclosure of Customer PHI by Provider that is known to Provider to violate the requirements of the Agreement; (e) limit its request for Customer PHI to the minimum amount necessary to accomplish the intended purpose of requests for, and uses and disclosures of, Customer PHI in accordance with 45 C.F.R. 502(b)(1); (f) report to Customer as soon as practicable and as required by HIPAA and the HITECH Act any known use or disclosure of Customer PHI by Provider not as provided by the Agreement and any "Security Incident" with respect to Customer E PHI as defined in the Security Rule. Additionally, Provider will notify Customer of any Breach of Unsecured PHI, and such notification shall be made without unreasonable delay following the date of discovery to enable Customer to comply with the Breach disclosure requirements under the HITECH Act. Provider shall include within such notice identification, to the extent possible, of each Individual whose Unsecured PHI has been, or is reasonably believed by Provider to have been, accessed, used, or disclosed through the Breach and any other valuable information known to Provider that Customer is required to include in its notice to affected Individuals. The reporting requirement set forth hereunder shall include, without limitation, disclosures that Provider is aware of that would need to be included in Customer's Accounting of Disclosures under HIPAA and/or HITECH Act, provided that Provider is required by HIPAA and the HITECH Act as a Business Associate of Customer to include such disclosures; (g) require any agent, including a subcontractor, under the Agreement that creates, receives, maintains, or transmits Customer PHI on behalf of Provider to agree in writing to substantially the same restrictions and conditions with respect to Customer PHI and Customer E PHI that apply through this Agreement to Provider with respect to such PHI; (h) at the request of Customer, provide access to Customer PHI in

a Designated Record Set to Customer or, as properly directed by Customer, to an Individual in order to meet the requirements under 45 C.F.R. §164.524; (i) at the request of Customer, make any amendment to Customer PHI in a Designated Record Set that Customer properly directs or agrees to pursuant to 45 C.F.R. §164.526; (j) make its internal practices, books, and records relating to the use and disclosure of Customer PHI available to the Secretary of Health and Human Services for purposes of the Secretary's determination of Customer's compliance with HIPAA requirements; (k) document such disclosures of Customer PHI and information related to such disclosures as would be required for Customer to respond to a request by an Individual for an Accounting of Disclosures of it in accordance with 45 C.F.R. §164.528; (l) provide to Customer information collected in accordance with this Section to permit Customer to respond to an appropriate request for an Accounting of Disclosures of Customer PHI in accordance with 45 C.F.R. §164.528; and (m) to the extent that Provider is to carry out any Customer obligation(s) under subpart E of 45 C.F.R. Part 164, comply with the requirements of subpart E of 45 C.F.R. Part 164 that apply to Customer in the performance of such obligation(s).

5.2 Service Levels. Subject to the terms and conditions of this Agreement, Provider will use commercially reasonable efforts to make the Service Available at least ninety-nine and one half percent (99.5% of the time as measured over the course of each calendar month (each such calendar month, a "Service Period"), excluding unavailability as a result of any of the Exceptions described below in this Section 5.2 (the "Availability Requirement"). "Service Level Failure" means a material failure of the Service to meet the Availability Requirement. "Available" means the Service is available for access and use by Customer and End User over the Internet and operating in material accordance with the Specifications. For purposes of calculating the Availability Requirement, the following are "Exceptions" to the Availability Requirement, and neither the Service will be considered un-Available nor any Service Level Failure be deemed to occur in connection with any failure to meet the Availability Requirement or impaired ability of Customer and End User to access or use the Service that is due, in whole or in part, to any: (a) access to or use of the Service by Customer and End User, or using Customer and End User's Access Credentials, that does not strictly comply with this Agreement and the Specifications; (b) Customer and End User Failure; (c) Customer and End User's Internet connectivity; (d) Force Majeure Event; (e) failure, interruption, outage, or other problem with any software, hardware, system, network, facility, or other matter not supplied by Provider pursuant to this Agreement; (f) Scheduled Downtime; or (g) disabling, suspension, or termination of the Services pursuant to this Agreement.

5.3 Service Level Failures and Remedies. In the event of a Service Level Failure, Provider shall issue a credit to Customer and End User in the amount of fifty percent (50 %) of the monthly Fees for the Services due for the actual Service Period during which the Service Level Failure occurred (each a "Service Credit"), subject to the following: (a) Provider has no obligation to issue any Service Credit unless: (i) Customer and End User reports the Service Failure to Provider immediately on becoming aware of it; and (ii) requests such Service Credit in writing within 10 days of the Service Level Failure; and; (b) in no event will a Service Level Credit for any Service Period exceed fifty (50%) percent of the total Fees that would be payable for that Service Period if no Service Level Failure had occurred.

Any Service Credit payable to Customer and End User under this Agreement will be issued to Customer and End User in the calendar month following the Service Period in which the Service Level Failure occurred. This Section 5.33 sets forth Provider's sole obligation and liability and Customer and End User's sole remedy for any Service Level Failure.

5.4 Scheduled Downtime. Provider will use reasonable efforts to: (a) schedule downtime for routine maintenance of the Services in a standard maintenance window between the hours of 6 a.m. and 8 a.m., Eastern Standard Time (Sundays); and (b) give at least 48 hours prior notice of all other scheduled outages of the Services ("Scheduled Downtime") outside of the standard maintenance window.

6. Data Backup. The Provider Systems are programmed to perform routine data backups. In the event of any loss, destruction, damage, or corruption of Customer and End User Data caused by the Provider Systems or Services, Provider will, as its sole obligation and liability and as Customer and End User's sole remedy, use commercially reasonable efforts to restore the Customer and End User Data from Provider's then most current backup of such Customer and End User Data.

7. Security.

7.1 Privacy and Data Protection Obligations. Provider will employ measures in accordance with Provider's Privacy and Data Protection Policy.

7.2 Data Breach Procedures. Provider maintains a data breach plan and shall implement the procedures required under such data breach plan on the occurrence of a data breach.

7.3 Prohibited Data. Customer and End User acknowledges that the Services are not designed with security and access management for Processing the following categories of information: (a) data that is classified and or used on the U.S. Munitions list, including software and technical data; (b) articles, services, and related technical data designated as defense articles or defense services; and (c) ITAR (International Traffic in Arms Regulations) related data, (each of the foregoing, "Prohibited Data"). Customer and End User shall not, and shall not permit, any other Person to, provide any Prohibited Data to, or Process any Prohibited Data through, the Services, the Provider Systems, or any Provider Personnel. Customer and End User is solely responsible for reviewing all Customer and End User Data and shall ensure that no Customer and End User Data constitutes or contains any Prohibited Data.

7.4 Customer and End User Control and Responsibility. Customer and End User has and will retain sole responsibility for: (a) all Customer and End User Data, including its content and use; (b) all information, instructions, and materials provided by or on behalf of Customer and End User in connection with the Services; (c) Customer and End User's information technology infrastructure, including computers, software, databases, electronic systems (including database management systems), and networks, whether operated directly by Customer and End User or through the use of third-party services ("Customer and End User Systems"); (d) the security and use of Customer and End User's and Access Credentials; and (e) all access to and use of the Services and Provider Materials directly or indirectly by or through the Customer and End User Systems or Access Credentials, with or without Customer and End User's knowledge or consent, including all results obtained from, and all conclusions, decisions, and actions based on, such access or use.

7.5 Access and Security. Customer and End User shall employ all physical, administrative, and technical controls, screening, and security procedures and other safeguards necessary to: (a) securely administer the distribution and use of all Access Credentials and protect against any unauthorized access to or use of the Services; and (b) control the content and use of Customer and End User Data, including the uploading or other provision of Customer and End User Data for Processing by the Services.

8. Audit Procedure. Provider or its nominee (including its accountants and auditors) may, in Provider's sole discretion, inspect and audit Customer and End User's use of the Services under this Agreement at any time during the Term and for 3 years following the termination or earlier expiration of this Agreement. All audits will be conducted during regular business hours, and no more frequently than once in any 12 month period, and in a manner that does not unreasonably interfere with Customer and End User's business operations. Customer and End User shall make available all such books, records, equipment, information, and personnel, and provide all such cooperation and assistance, as may be requested by or on behalf of Provider with respect to such audit. Provider shall only examine information directly related to Customer and End User's use of the Software.

9. Confidentiality.

9.1 Confidential Information. In connection with this Agreement each party (as the "Disclosing Party") may disclose or make available Confidential Information to the other party (as the "Receiving Party"). Subject to Section 9.2, "Confidential Information" means information in any form or medium (whether oral, written, electronic, or other) that the Disclosing Party considers confidential or proprietary, including information consisting of or relating to the Disclosing Party's technology, trade secrets, know-how, business operations, plans, strategies, Customer and End Users, and pricing, and information with respect to which the Disclosing Party has contractual or other confidentiality obligations, in each case whether or not marked, designated, or otherwise identified as "confidential". Without limiting the foregoing: all Provider Materials are the Confidential Information of Provider and the financial terms and existence of this Agreement are the Confidential Information of Provider.

9.2 Exclusions. Confidential Information does not include information that the Receiving Party can demonstrate by written or other documentary records: (a) was rightfully known to the Receiving Party without restriction on use or disclosure prior to such information's being disclosed or made available to the Receiving Party in connection with this Agreement; (b) was or becomes generally known by the public other than by the Receiving Party's or any of its Representatives' noncompliance with this Agreement; (c) was or is received by the Receiving Party on a non-confidential basis from a third party that, to the Receiving Party's knowledge, was not or is not, at the time of such receipt, under any obligation to maintain its confidentiality; or (d) the Receiving Party can demonstrate by written or other documentary records was or is independently developed by the Receiving Party without reference to or use of any Confidential Information.

9.3 Protection of Confidential Information. As a condition to being provided with any disclosure of or access to Confidential Information, the Receiving Party shall for three (3) years: (a) not access or use Confidential Information other than as necessary to exercise its rights or perform its obligations under and in accordance with this Agreement; (b) except as may be permitted by and subject to its compliance with Section 9.4, not disclose or permit access to Confidential Information other than to its Representatives who: (i) need to know such Confidential Information for purposes of the Receiving Party's exercise of its rights or performance of its obligations under and in accordance with this Agreement; (ii) have been informed of the confidential nature of the Confidential Information and the Receiving Party's obligations under this Section 9.3; and (iii) are bound by written confidentiality and restricted use obligations at least as protective of the Confidential Information as the terms set forth in this Section 9; (c) safeguard the Confidential Information from unauthorized use, access, or disclosure using at least the degree of care it uses to protect its similarly sensitive information and in no event less than a reasonable degree of care; (d) promptly notify the Disclosing Party of any unauthorized use or disclosure of Confidential Information and use commercially

reasonable efforts to prevent further unauthorized use or disclosure; (e) ensure its Representatives' compliance with, and be responsible and liable for, any of its Representatives' non-compliance with, the terms of this Section 9.

Notwithstanding any other provisions of this Agreement, the Receiving Party's obligations under this Section 9 with respect to any Confidential Information that constitutes a trade secret under any applicable Law will continue until such time, if ever, as such Confidential Information ceases to qualify for trade secret protection under one or more such applicable Laws other than as a result of any act or omission of the Receiving Party or any of its Representatives.

9.4 Compelled Disclosures. If the Receiving Party or any of its Representatives is compelled by applicable Law to disclose any Confidential Information then, to the extent permitted by applicable Law, the Receiving Party shall: (a) promptly, and prior to such disclosure, notify the Disclosing Party in writing of such requirement so that the Disclosing Party can seek a protective order or other remedy or waive its rights under Section 9.3; and (b) provide reasonable assistance to the Disclosing Party in opposing such disclosure or seeking a protective order or other limitations on disclosure. If the Disclosing Party waives compliance or, after providing the notice and assistance required under this Section 9.4, the Receiving Party remains required by Law to disclose any Confidential Information, the Receiving Party shall disclose only that portion of the Confidential Information that, on the advice of the Receiving Party's legal counsel, the Receiving Party is legally required to disclose and, on the Disclosing Party's request, shall use commercially reasonable efforts to obtain assurances from the applicable court or other presiding authority that such Confidential Information will be afforded confidential treatment.

Any material default by Provider of its obligations under Section 5.1 or Section 10.3, will be deemed a default of a material provision of the Agreement, and, if cure of such default and termination of the Agreement are not feasible, Customer may report the default to the U.S. Secretary of Health and Human Services.

10. Intellectual Property Rights.

10.1 Provider Materials. All right, title, and interest in and to the Provider Materials, including all Intellectual Property Rights therein, are and will remain with Provider and, with respect to Third-Party Materials, the applicable third-party providers own all right, title, and interest, including all Intellectual Property Rights, in and to the Third-Party Materials. Customer and End User has no right, license, or authorization with respect to any of the Provider Materials except as expressly set forth in Section 2.1 or the applicable third-party license, in each case subject to Section 3.1. All other rights in and to the Provider Materials are expressly reserved by Provider. In furtherance of the foregoing, Customer and End User hereby unconditionally and irrevocably grants to Provider an assignment of all right, title, and interest in and to the Resultant Data, including all Intellectual Property Rights relating thereto.

10.2 Customer and End User Data. As between Customer and End User and Provider, Customer and End User is and will remain the sole and exclusive owner of all right, title, and interest in and to all Customer and End User Data, including all Intellectual Property Rights relating thereto, subject to the rights and permissions granted in Section 10.3.

10.3 Consent to Use Customer and End User Data and Customer PHI. Customer and End User hereby irrevocably grants all such rights and permissions in or relating to Customer and End User Data

and Customer PHI as are necessary or useful to Provider, its Subcontractors, and the Provider Personnel to enforce this Agreement and exercise Provider's, its Subcontractors', and the Provider Personnel's rights and perform Provider's, its Subcontractors', and the Provider Personnel's obligations hereunder. For clarity, Provider's use and disclosure of Customer PHI is permitted for the following purposes: (a) to provide Service Services (including, but not limited to, receipt from and disclosure to payers, patients, vendors, and others in order to provide Service Services); (b) for "payment," "healthcare operations," and "treatment" as defined in HIPAA regulations (including, without limitation, testing and set up of electronic linkages for "payment" transactions); (c) as expressly permitted in the Agreement; (d) as required by law; (e) to provide data aggregation services as permitted by 45 C.F.R. §164.504(e)(2)(i)(B); (f) for the proper management and administration of Provider, including, without limitation, making and maintaining reasonable business records of transactions in which Provider has participated or Service has been used (including back-up documentation); and (g) to de-identify Customer PHI and use such de-identified information in accordance with 45 C.F.R. §164.514(b).

To the extent Provider uses or discloses Customer PHI for the purposes set forth herein or to carry out Provider's legal responsibilities, Provider will ensure that (i) such disclosures are required by Applicable Law or (ii) Provider obtains prior written reasonable assurances from the person to whom the information is disclosed that the information will remain confidential and used or further disclosed only as required by Applicable Law or for the purpose(s) for which it was disclosed to the person, and the person notifies Provider of any instances of which it is aware in which the confidentiality of the information has been breached in accordance with the breach notification requirements herein.

11. Representations and Warranties.

11.1 Mutual Representations and Warranties. Each party represents and warrants to the other party that: (a) it is duly organized, validly existing, and in good standing as a corporation or other entity under the Laws of the jurisdiction of its incorporation or other organization; (b) it has the full right, power, and authority to enter into and perform its obligations and grant the rights, licenses, consents, and authorizations it grants or is required to grant under this Agreement; (c) the execution of this Agreement by its representative whose signature is set forth at the end of this Agreement has been duly authorized by all necessary corporate or organizational action of such party; and (d) when executed and delivered by both parties, this Agreement will constitute the legal, valid, and binding obligation of such party, enforceable against such party in accordance with its terms.

11.2 Additional Provider Representations, Warranties, and Covenants. Provider represents, warrants, and covenants to Customer and End User that Provider will perform the Services using personnel of required skill, experience, and qualifications and in a professional and workmanlike manner in accordance with generally recognized industry standards for similar services and will devote adequate resources to meet its obligations under this Agreement.

11.3 Additional Customer and End User Representations, Warranties, and Covenants. Customer and End User represents, warrants, and covenants to Provider that Customer and End User owns or otherwise has and will have the necessary rights and consents in and relating to the Customer and End User Data so that, as received by Provider and Processed in accordance with this Agreement, they do not and will not infringe, misappropriate, or otherwise violate any Intellectual Property Rights, or any privacy or other rights of any third party or violate any applicable Law.

Customer and End User also represents, warrants, and covenants to Provider that Customer and End User shall verify the accuracy, completeness, and appropriateness of all information entered into or selected in Service, including information from the Third Party Items, before such information is utilized. Customer and End User acknowledges and agrees that the professional duty to treat the patient lies solely with Customer and End User, and use of information contained in or entered into Service or provided through the Service, in no way replaces or substitutes for the professional judgment or skill of Customer and End User. Customer and End User is responsible and liable for the treatment of patients as to whom Customer and End User and its personnel access or use the Service, including responsibility for personal injury or loss of life. Customer and End User represents and warrants to Provider that (i) all data it provides to Provider or that it selects in Service, including, but not limited to, codes and practitioner identifiers, are accurate and in conformity with all legal requirements; (ii) its medical records appropriately support all codes that it enters, selects or approves; (iii) it and its personnel are duly authorized to enter and access such data; (iv) and Provider is duly authorized to receive, use, and disclose such data subject to the terms of this Agreement. Provider is not a health plan or healthcare provider and it cannot and does not independently review or verify the medical accuracy or completeness the medical information entered into, or made available to it in the Service. Use of and access to the Service, including, but not limited to, billing and clinical information in the Service, is at the sole risk and responsibility of Customer and End User and any practitioner or health care provider or facility using data provided by Provider as part of the Service. Provider shall not be liable for any action or inaction of Customer or End User which may give rise to liability under the federal False Claims Act or any state version thereof.

11.4 DISCLAIMER OF WARRANTIES. EXCEPT FOR THE EXPRESS WARRANTIES SET FORTH IN SECTION 11.1 AND SECTION 11.2, ALL SERVICES AND PROVIDER MATERIALS ARE PROVIDED "AS IS." PROVIDER SPECIFICALLY DISCLAIMS ALL IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, AND NON-INFRINGEMENT, AND ALL WARRANTIES ARISING FROM COURSE OF DEALING, USAGE, OR TRADE PRACTICE. WITHOUT LIMITING THE FOREGOING, PROVIDER MAKES NO WARRANTY OF ANY KIND THAT THE SERVICES OR PROVIDER MATERIALS, OR ANY PRODUCTS OR RESULTS OF THE USE THEREOF, WILL MEET CUSTOMER AND END USER'S OR ANY OTHER PERSON'S REQUIREMENTS, OPERATE WITHOUT INTERRUPTION, ACHIEVE ANY INTENDED RESULT, BE COMPATIBLE OR WORK WITH ANY SOFTWARE, SYSTEM, OR OTHER SERVICES, OR BE SECURE, ACCURATE, COMPLETE, FREE OF HARMFUL CODE, OR ERROR FREE. ALL THIRD-PARTY MATERIALS ARE PROVIDED "AS IS" AND ANY REPRESENTATION OR WARRANTY OF OR CONCERNING ANY THIRD-PARTY MATERIALS IS STRICTLY BETWEEN CUSTOMER AND END USER AND THE THIRD-PARTY OWNER OR DISTRIBUTOR OF THE THIRD-PARTY MATERIALS.

12. Indemnification.

12.1 Provider Indemnification. Provider shall indemnify, defend, and hold harmless Customer and End User and Customer and End User's officers, directors, employees, agents, permitted successors, and permitted assigns (each, a "Customer and End User Indemnitee") from and against any and all Losses incurred by Customer and End User/Customer and End User Indemnitee resulting from any Action by a third party (other than an Affiliate of Customer and End User) that Customer and End User's use of the Services (excluding Customer and End User Data and Third-Party Materials) in accordance with this Agreement (including the Specifications) infringes or misappropriates such third party's US patents, copyrights, or trade secrets. The foregoing obligation does not apply to the extent that the alleged infringement arises from: (a) Third-Party Materials or Customer and End User Data; (b) access to or use of the Provider Materials in combination with any

hardware, system, software, network, or other materials or service not provided by Provider or specified for Customer and End User's use in the Documentation; (c) modification of the Provider Materials other than: (i) by or on behalf of Provider; or (ii) with Provider's written approval in accordance with Provider's written specification; (d) failure to timely implement any modifications, upgrades, replacements, or enhancements made available to Customer and End User by or on behalf of Provider; or (e) act, omission, or other matter described in Section 12.212.2, Section 12.212.2, Section 12.212.2, or Section 12.212.2, whether or not the same results in any Action against or Losses by any Provider Indemnitee.

12.2 Customer and End User Indemnification. Customer and End User shall indemnify, defend, and hold harmless Provider and its Subcontractors and Affiliates, and each of its and their respective officers, directors, employees, agents, successors, and assigns (each, a "Provider Indemnitee") from and against any and all Losses incurred by such Provider Indemnitee resulting from any Action by a third party (other than an Affiliate of a Provider Indemnitee) to the extent that such Losses arise out of or result from, or are alleged to arise out of or result from: (a) Customer and End User Data, including any Processing of Customer and End User Data by or on behalf of Provider in accordance with this Agreement; (b) any other materials or information (including any documents, data, specifications, software, content, or technology) provided by or on behalf of Customer and End User or any End User, including Provider's compliance with any specifications or directions provided by or on behalf of Customer and End User or any End User to the extent prepared without any contribution by Provider; (c) allegation of facts that, if true, would constitute Customer and End User's breach of any of its representations, warranties, covenants, or obligations under this Agreement; or (d) negligence or more culpable act or omission (including recklessness or willful misconduct) by Customer and End User, or any third party on behalf of Customer and End User, in connection with this Agreement.

12.3 Indemnification Procedure. Each party shall promptly notify the other party in writing of any Action for which such party believes it is entitled to be indemnified pursuant to Section 12.1 or Section 12.2, as the case may be. The party seeking indemnification (the "Indemnitee") shall cooperate with the other party (the "Indemnitor") at the Indemnitor's sole cost and expense. The Indemnitor shall promptly assume control of the defense and shall employ counsel of its choice to handle and defend the same, at the Indemnitor's sole cost and expense. The Indemnitee may participate in and observe the proceedings at its own cost and expense with counsel of its own choosing. The Indemnitor shall not settle any Action on any terms or in any manner that adversely affects the rights of any Indemnitee without the Indemnitee's prior written consent, which shall not be unreasonably withheld or delayed. If the Indemnitor fails or refuses to assume control of the defense of such Action, the Indemnitee shall have the right, but no obligation, to defend against such Action, including settling such Action after giving notice to the Indemnitor, in each case in such manner and on such terms as the Indemnitee may deem appropriate. The Indemnitee's failure to perform any obligations under this Section 12.3 will not relieve the Indemnitor of its obligations under this Section 12, except to the extent that the Indemnitor can demonstrate that it has been materially prejudiced as a result of such failure.

12.4 Mitigation. If any of the Services or Provider Materials are, or in Provider's opinion are likely to be, claimed to infringe, misappropriate, or otherwise violate any third-party Intellectual Property Right, or if Customer and End User's use of the Services or Provider Materials is enjoined or threatened to be enjoined, Provider may, at its option and sole cost and expense: (a) obtain the right for Customer and End User to continue to use the Services and Provider Materials materially as contemplated by this Agreement; (b) modify or replace the Services and Provider Materials, in whole

or in part, to seek to make the Services and Provider Materials (as so modified or replaced) non-infringing, while providing materially equivalent features and functionality, in which case such modifications or replacements will constitute Services and Provider Materials, as applicable, under this Agreement; or (c) by written notice to Customer and End User, terminate this Agreement with respect to all or part of the Services and Provider Materials, and require Customer and End User to immediately cease any use of the Services and Provider Materials or any specified part or feature thereof.

12.5 Sole Remedy. THIS SECTION 12 SETS FORTH CUSTOMER AND END USER'S SOLE REMEDIES AND PROVIDER'S SOLE LIABILITY AND OBLIGATION FOR ANY ACTUAL, THREATENED, OR ALLEGED CLAIMS THAT THE SERVICES AND PROVIDER MATERIALS OR ANY SUBJECT MATTER OF THIS AGREEMENT INFRINGES, MISAPPROPRIATES, OR OTHERWISE VIOLATES ANY INTELLECTUAL PROPERTY RIGHTS OF ANY THIRD PARTY.

13. Limitations of Liability.

13.1 EXCLUSION OF DAMAGES. IN NO EVENT WILL PROVIDER OR ANY OF ITS LICENSORS, SERVICE PROVIDERS, OR SUPPLIERS BE LIABLE UNDER OR IN CONNECTION WITH THIS AGREEMENT OR ITS SUBJECT MATTER UNDER ANY LEGAL OR EQUITABLE THEORY, INCLUDING BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY, AND OTHERWISE, FOR ANY: (a) LOSS OF PRODUCTION, USE, BUSINESS, REVENUE, OR PROFIT OR DIMINUTION IN VALUE; (b) IMPAIRMENT, INABILITY TO USE OR LOSS, INTERRUPTION OR DELAY OF THE SERVICES, OTHER THAN FOR THE ISSUANCE OF ANY APPLICABLE SERVICE CREDITS PURSUANT TO SECTION 5.3; (c) LOSS, DAMAGE, CORRUPTION OR RECOVERY OF DATA, OR BREACH OF DATA OR SYSTEM SECURITY; (d) COST OF REPLACEMENT GOODS OR SERVICES; (e) LOSS OF GOODWILL OR REPUTATION; OR (f) CONSEQUENTIAL, INCIDENTAL, INDIRECT, EXEMPLARY, SPECIAL, ENHANCED, OR PUNITIVE DAMAGES, REGARDLESS OF WHETHER SUCH PERSONS WERE ADVISED OF THE POSSIBILITY OF SUCH LOSSES OR DAMAGES OR SUCH LOSSES OR DAMAGES WERE OTHERWISE FORESEEABLE, AND NOTWITHSTANDING THE FAILURE OF ANY AGREED OR OTHER REMEDY OF ITS ESSENTIAL PURPOSE.

13.2 CAP ON MONETARY LIABILITY. IN NO EVENT WILL THE COLLECTIVE AGGREGATE LIABILITY OF PROVIDER AND ITS LICENSORS, SERVICE PROVIDERS, AND SUPPLIERS ARISING OUT OF OR RELATED TO THIS AGREEMENT, WHETHER ARISING UNDER OR RELATED TO BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY, OR ANY OTHER LEGAL OR EQUITABLE THEORY, EXCEED THE TOTAL AMOUNTS PAID TO LICENSOR UNDER THIS AGREEMENT IN THE TWELVE MONTH PERIOD PRECEDING THE EVENT GIVING RISE TO THE CLAIM. THE FOREGOING LIMITATIONS APPLY EVEN IF ANY REMEDY FAILS OF ITS ESSENTIAL PURPOSE.

13.3 No claim against Provider of any kind under any circumstances will be filed more than one year after Customer and/or End User, knows of, or in the exercise of reasonable care could know of, such claim or an act or omission of Provider that would give rise to such claim.

14. Termination.

14.1 Termination. In addition to any other express termination right set forth elsewhere in this Agreement: These Terms are effective unless and until terminated by you or us. We may, in our sole and absolute discretion, deny you access to all or part of the Services at any time for any or no reason at all, with or without notice to you. If we terminate your right to access the Services, these Terms will terminate and all rights you have to access the Services will immediately terminate;

however, certain provisions of these Terms will still apply post termination, including without limitation, the Mandatory Arbitration and Class Action Waiver provisions. Termination of your account may also include, at Provider's sole discretion, the deletion of your account and/or User Content.

14.2 Effect of Termination or Expiration. Upon any expiration or termination of this Agreement, except as expressly otherwise provided in this Agreement: (a) Provider will return, destroy, or continue to extend protections to and limit the use and disclosure of Customer PHI to the extent required by and in accordance with 45 C.F.R. §164.504(e)(2)(ii)(J), provided that the Parties agree that it is not feasible in light of reasonable business requirements, regulatory compliance requirements, and the rights and obligations under the Agreement for Provider to return or destroy its business records and transaction databases, including, but not limited to, records and databases of transactions for which Customer has used Service or in which Provider has engaged on behalf of Customer or records and databases that reflect the use of Service and information that Customer or Provider has entered in Service in the course of the Agreement to enable or perform Service Services; (b) all rights, licenses, consents, and authorizations granted by either party to the other hereunder will immediately terminate; (c) Provider shall immediately cease all use of any Customer and End User Data or Customer and End User's Confidential Information. Provided that, for clarity, Provider's obligations under this Section 14.4(c) do not apply to any Resultant Data; (d) Customer and End User shall immediately cease all use of any Services or Provider Materials and (i) promptly return to Provider, or at Provider's written request destroy, all documents and tangible materials containing, reflecting, incorporating, or based on any Provider Materials or Provider's Confidential Information; and (ii) permanently erase all Provider Materials and Provider's Confidential Information from all systems Customer and End User directly or indirectly controls; and (iii) certify to Provider in a signed written instrument that it has complied with the requirements of this Section 14.4(d); (e) notwithstanding anything to the contrary in this Agreement, with respect to information and materials then in its possession or control: (i) the Receiving Party may retain the Disclosing Party's Confidential Information; and (ii) Provider may retain Customer and End User Data; (iii) Customer and End User may retain Provider Materials, in the case of each of subclause (i) and (ii) and (iii), in its then current state and solely to the extent and for so long as required by applicable Law; (iv) Provider may also retain Customer and End User Data in its backups, archives, and disaster recovery systems until such Customer and End User Data is deleted in the ordinary course; and (v) all information and materials described in this Section 14.4(e) will remain subject to all confidentiality, security, and other applicable requirements of this Agreement; (f) Provider may disable all Customer and End User access to the Provider Materials; (g) if a Customer and End User Data Transfer Package which specifically requires Provider to provide data transfer assistance is purchased, and if Customer requests in writing at least thirty (30) days prior to the effective date of expiration or termination, subject to Section 14.414.2, Provider shall, within thirty (30) days following such expiration or termination, deliver to Customer the then most recent version of Customer and End User Data maintained by Provider, provided that Customer and End User has at that time paid all Fees then outstanding and any amounts payable after or as a result of such expiration or termination, including any expenses and fees, on a time and materials basis, for Provider's services in transferring such Customer and End User Data. For clarity, Provider shall have no obligation to transfer Customer and End User Data upon expiration or termination unless Customer and End User has purchased a Customer and End User Data Transfer Package and otherwise met the requirements of this Agreement.

14.3 Surviving Terms. The provisions set forth in the following sections, and any other right or obligation of the parties in this Agreement that, by its nature, should survive termination or expiration of this Agreement, will survive any expiration or termination of this Agreement: Section 3.1,

Section 9, Section 11.4, Section 12, Section 13, Section 14.2, this Section 14.3, Section 15, and Section 156.

15. MANDATORY ARBITRATION AND CLASS ACTION WAIVER.

PLEASE READ THIS SECTION CAREFULLY. IT AFFECTS YOUR LEGAL RIGHTS, INCLUDING YOUR RIGHT TO FILE A LAWSUIT IN COURT.

15.1 Application. Customer, End User, and Provider agree that these Terms affect interstate commerce and that the Federal Arbitration Act governs the interpretation and enforcement of these arbitration provisions. This Section 15 is intended to be interpreted broadly and governs any and all disputes between us including but not limited to claims arising out of or relating to any aspect of the relationship between us, whether based in contract, tort, statute, fraud, misrepresentation or any other legal theory; claims that arose before these Terms or any prior agreement (including, but not limited to, claims related to advertising); and claims that may arise after the termination of these Terms. The only disputes excluded from this broad prohibition are the litigation of certain intellectual property and small court claims, as provided below.

15.2 Initial Dispute Resolution. Most disputes can be resolved without resort to arbitration. If you have any dispute with us, you agree that before taking any formal action, you will contact us at info@AuthorizedRecovery.com and provide a brief, written description of the dispute and your contact information (including your username, if your dispute relates to an account). Except for intellectual property and small claims court claims, the parties agree to use their best efforts to settle any dispute, claim, question, or disagreement directly through consultation with Provider, and good faith negotiations shall be a condition to either party initiating a lawsuit or arbitration.

15.3 Binding Arbitration. If the parties do not reach an agreed-upon solution within a period of thirty (30) days from the time informal dispute resolution is initiated under the Initial Dispute Resolution provision above, then either party may initiate binding arbitration as the sole means to resolve claims, (except as provided in section below) subject to the terms set forth below. Specifically, all claims arising out of or relating to these Terms (including the Terms' formation, performance, and breach), the parties' relationship with each other, and/or your use of the Service shall be finally settled by binding arbitration administered by the American Arbitration Association ("AAA") in accordance with its Consumer Arbitration Rules. The AAA rules will govern payment of all arbitration fees.

15.4 Arbitrator's Powers. The arbitrator, and not any federal, state, or local court or agency, shall have exclusive authority to resolve all disputes arising out of or relating to the interpretation, applicability, enforceability, or formation of these Terms including but not limited to any claim that all or any part of these Terms is void or voidable, whether a claim is subject to arbitration, or the question of waiver by litigation conduct. The arbitrator shall be empowered to grant whatever relief would be available in a court under law or in equity. The arbitrator's award shall be written and shall be binding on the parties and may be entered as a judgment in any court of competent jurisdiction.

15.5 Filing a Demand. To start an arbitration, you must do the following: (a) Write a Demand for Arbitration ("Demand") that (i) briefly explains the dispute, (ii) lists your and PROVIDER's names and addresses, (iii) specify the amount of money in dispute, if applicable, (iv) identify the requested location for a hearing if an in-person hearing is requested, and (v) state what you want in the dispute; (b) Send one copy of the Demand to the AAA, along with a copy of these Terms and the filing fee

required by the AAA; and (c) Send one copy of the Demand for Arbitration to us at info@AuthorizedRecovery.com.

15.6 The parties understand that, absent this mandatory arbitration provision, they would have the right to sue in court and have a jury trial. They further understand that, in some instances, the costs of arbitration could exceed the costs of litigation and the right to discovery may be more limited in arbitration than in court. If you are a resident of the United States, arbitration may take place in the county where you reside at the time of filing, unless you and we both agree to another location or telephonic arbitration. For individuals residing outside the United States, arbitration shall be initiated in Broward County, Florida, United States, and you and Provider agree to submit to the personal jurisdiction of any federal or state court in Broward County, Florida, United States, in order to compel arbitration, stay proceedings pending arbitration, or to confirm, modify, vacate, or enter judgment on the award entered by the arbitrator.

15.7 Class Action Waiver. The parties further agree that the arbitration shall be conducted in the party's respective individual capacities only and not as a class action or other representative action, and the parties expressly waive their right to file a class action or seek relief on a class basis. YOU AND PROVIDER AGREE THAT EACH MAY BRING CLAIMS AGAINST THE OTHER ONLY IN YOUR OR ITS INDIVIDUAL CAPACITY, AND NOT AS A PLAINTIFF OR CLASS MEMBER IN ANY PURPORTED CLASS OR REPRESENTATIVE PROCEEDING. If any court or arbitrator determines that the class action waiver set forth in this paragraph is void or unenforceable for any reason or that an arbitration can proceed on a class basis, then the arbitration provisions set forth above shall be deemed null and void in their entirety and the parties shall be deemed to have not agreed to arbitrate disputes.

15.8 Exception: Litigation of Intellectual Property and Small Claims Court Claims. Notwithstanding the parties' decision to resolve all disputes through arbitration, either party may bring enforcement actions, validity determinations or claims arising from or relating to theft, piracy or unauthorized use of intellectual property in state or federal court with jurisdiction or in the U.S. Patent and Trademark Office to protect its intellectual property rights ("intellectual property rights" means patents, copyrights, moral rights, trademarks, and trade secrets, but not privacy or publicity rights). Either party may also seek relief in small claims court in Broward County, Florida for disputes or claims within the scope of that court's jurisdiction.

15.9 30-Day Right to Opt Out. You have the right to opt out and not be bound by the arbitration and class action waiver provisions set forth above by sending written notice of your decision to opt out to info@AuthorizedRecovery.com with the subject line, "ARBITRATION AND CLASS ACTION WAIVER OPT-OUT." The notice must be sent within the later of 30 days of your first use of the Site or within 30 days of changes to this section being announced on the Site. Otherwise you shall be bound to arbitrate disputes in accordance with the terms of these paragraphs. If you opt out of these arbitration provisions, Provider also will not be bound by them.

15.10 Changes to This Section. Provider will provide thirty (30) days' notice of any changes to this section by posting on the Services. Amendments will become effective thirty (30) days after they are posted on the Services or sent to you by email. Changes to this section will otherwise apply prospectively only to claims arising after the thirtieth (30th) day. If a court or arbitrator decides that this subsection on "Changes to This Section" is not enforceable or valid, then this subsection shall be severed from the section entitled Mandatory Arbitration and Class Action Waiver, and the court or

arbitrator shall apply the first Mandatory Arbitration and Class Action Waiver section in existence after you began using the Services.

15.11 **Survival.** This Mandatory Arbitration and Class Action Waiver section shall survive any termination of your use of the Services.

16. **Miscellaneous.**

16.1 **Further Assurances.** On a party's reasonable request, the other party shall, at the requesting party's sole cost and expense, execute and deliver all such documents and instruments, and take all such further actions, as may be necessary to give full effect to this Agreement.

16.2 **Relationship of the Parties.** The relationship between the parties is that of independent contractors. Nothing contained in this Agreement shall be construed as creating any agency, partnership, joint venture, or other form of joint enterprise, employment, or fiduciary relationship between the parties, and neither party shall have authority to contract for or bind the other party in any manner whatsoever.

16.3 **Public Announcements.** Neither party shall issue or release any announcement, statement, press release, or other publicity or marketing materials relating to this Agreement or, unless expressly permitted under this Agreement, otherwise use the other party's trademarks, service marks, trade names, logos, domain names, or other indicia of source, association, or sponsorship, in each case, without the prior written consent of the other party, which consent shall not be unreasonably withheld, provided, however, that Provider may, without Customer and End User's consent, include Customer and End User's name and other indicia in its lists of Provider's current or former Customer and End Users of Provider in promotional and marketing materials.

16.4 **Notices.** Any notice, request, consent, claim, demand, waiver, or other communications under this Agreement have legal effect only if in writing and addressed to each party as provided in the relevant Customer and End User Agreement (or to such other address or such other person that such party may designate from time to time in accordance with this Section 16.4).

Notices sent in accordance with this Section 16.4 will be deemed effectively given: (a) when received, if delivered by hand, with signed confirmation of receipt; (b) when received, if sent by a nationally recognized overnight courier, signature required; (c) when sent, if by facsimile or email, (in each case, with confirmation of transmission), if sent during the addressee's normal business hours, and on the next business day, if sent after the addressee's normal business hours; and (d) on the fifth (5th) business day after the date mailed by certified or registered mail, return receipt requested, postage prepaid.

16.5 **Interpretation.** For purposes of this Agreement: (a) the words "include," "includes," and "including" are deemed to be followed by the words "without limitation"; (b) the word "or" is not exclusive; (c) the words "herein," "hereof," "hereby," "hereto," and "hereunder" refer to this Agreement as a whole; (d) words denoting the singular have a comparable meaning when used in the plural, and vice-versa; and (e) words denoting any gender include all genders. Unless the context otherwise requires, references in this Agreement: (x) to sections, exhibits, schedules, attachments, and appendices mean the sections of, and exhibits, schedules, attachments, and appendices attached to, this Agreement; (y) to an agreement, instrument, or other document means such agreement, instrument, or other document as amended, supplemented, and modified from time to time to the

extent permitted by the provisions thereof; and (z) to a statute means such statute as amended from time to time and includes any successor legislation thereto and any regulations promulgated thereunder. The parties intend this Agreement to be construed without regard to any presumption or rule requiring construction or interpretation against the party drafting an instrument or causing any instrument to be drafted. The exhibits, schedules, attachments, and appendices referred to herein are an integral part of this Agreement to the same extent as if they were set forth verbatim herein.

16.6 Headings. The headings in this Agreement are for reference only and do not affect the interpretation of this Agreement.

16.7 Entire Agreement. This Agreement, together with the Customer and End User Agreement, Website Terms of Use, Acceptable Use Policy, and Privacy and Data Protection Policy, constitutes the sole and entire agreement of the parties with respect to the subject matter of this Agreement and supersedes all prior and contemporaneous understandings, agreements, representations, and warranties, both written and oral, with respect to such subject matter. In the event of any inconsistency between the statements made in the body of this Agreement, the related exhibits, schedules, attachments, and appendices (other than an exception expressly set forth as such therein), the following order of precedence governs: (a) first, this Agreement, excluding its exhibits, schedules, attachments, and appendices; (b) second, the exhibits, schedules, attachments, and appendices to this Agreement as of the Effective Date; and (c) third, any other documents incorporated herein by reference.

16.8 Assignment. Customer and End User shall not assign or otherwise transfer any of its rights, or delegate or otherwise transfer any of its obligations or performance under this Agreement, in each case whether voluntarily, involuntarily, by operation of law, or otherwise, without Provider's prior written consent, which consent shall not be unreasonably withheld, conditioned, or delayed. For purposes of the preceding sentence, and without limiting its generality, any merger, consolidation, or reorganization involving Customer and End User (regardless of whether Customer and End User is a surviving or disappearing entity) will be deemed to be a transfer of rights, obligations, or performance under this Agreement for which Provider's prior written consent is required. No assignment, delegation, or transfer will relieve Customer and End User of any of its obligations or performance under this Agreement. Any purported assignment, delegation, or transfer in violation of this Section 16.8 is void. This Agreement is binding upon and inures to the benefit of the parties hereto and their respective successors and permitted assigns.

16.9 Force Majeure.

(a) No Breach or Default. In no event will either party be liable or responsible to the other party, or be deemed to have defaulted under or breached this Agreement, for any failure or delay in fulfilling or performing any term of this Agreement, (except for any obligations to make payments), when and to the extent such failure or delay is caused by any circumstances beyond such party's reasonable control (a "Force Majeure Event"), including acts of God, flood, fire, earthquake or explosion, war, terrorism, invasion, riot or other civil unrest, embargoes or blockades in effect on or after the date of this Agreement, national or regional emergency, strikes, labor stoppages or slowdowns or other industrial disturbances, passage of Law or any action taken by a governmental or public authority, including imposing an embargo, export or import restriction, quota, or other restriction or prohibition or any complete or partial government shutdown, or national or regional shortage of adequate power or

telecommunications or transportation. Either party may terminate this Agreement if a Force Majeure Event affecting the other party continues substantially uninterrupted for a period of 60 days or more.

(b) Affected Party Obligations. In the event of any failure or delay caused by a Force Majeure Event, the affected party shall give prompt written notice to the other party stating the period of time the occurrence is expected to continue and use commercially reasonable efforts to end the failure or delay and minimize the effects of such Force Majeure Event.

16.10 No Third-Party Beneficiaries. This Agreement is for the sole benefit of the parties hereto and their respective successors and permitted assigns and nothing herein, express or implied, is intended to or shall confer upon any other Person any legal or equitable right, benefit, or remedy of any nature whatsoever under or by reason of this Agreement.

16.11 Amendment and Modification; Waiver. No amendment to or modification of or rescission, termination, or discharge of this Agreement is effective unless it is in writing, identified as an amendment to or rescission, termination, or discharge of this Agreement and signed by an authorized representative of each party. No waiver by any party of any of the provisions hereof shall be effective unless explicitly set forth in writing and signed by the party so waiving. Except as otherwise set forth in this Agreement, no failure to exercise, or delay in exercising, any rights, remedy, power, or privilege arising from this Agreement will operate or be construed as a waiver thereof; nor shall any single or partial exercise of any right, remedy, power, or privilege hereunder preclude any other or further exercise thereof or the exercise of any other right, remedy, power, or privilege.

16.12 Severability. If any term or provision of this Agreement is invalid, illegal, or unenforceable in any jurisdiction, such invalidity, illegality, or unenforceability shall not affect any other term or provision of this Agreement or invalidate or render unenforceable such term or provision in any other jurisdiction. Upon such determination that any term or other provision is invalid, illegal, or unenforceable, the parties hereto shall negotiate in good faith to modify this Agreement so as to effect the original intent of the parties as closely as possible in a mutually acceptable manner in order that the transactions contemplated hereby be consummated as originally contemplated to the greatest extent possible.

16.13 Governing Law; Submission to Jurisdiction. This Agreement is governed by and construed in accordance with the internal laws of the State of Florida without giving effect to any choice or conflict of law provision or rule that would require or permit the application of the laws of any jurisdiction other than those of the State of Florida. Any legal suit, action, or proceeding arising out of or related to this Agreement or the licenses granted hereunder will be instituted exclusively in the federal courts of the United States or the courts of the State of Florida in each case located in the city of Fort Lauderdale and County of Broward, and each party irrevocably submits to the exclusive jurisdiction of such courts in any such suit, action, or proceeding. Service of process, summons, notice, or other document by mail to such party's address set forth herein shall be effective service of process for any suit, action, or other proceeding brought in any such court.

16.14 Waiver of Jury Trial. Each party irrevocably and unconditionally waives any right it may have to a trial by jury in respect of any legal action arising out of or relating to this Agreement or the transactions contemplated hereby.

16.15 Equitable Relief. Customer and End User acknowledges and agrees that a breach or threatened breach by Customer and End User of any of its obligations under Section 9 or, in the case of Customer and End User, Section 3.1, Section 4.4, or Section 7.3, would cause Provider irreparable harm for which monetary damages would not be an adequate remedy and that, in the event of such breach or threatened breach, Provider will be entitled to equitable relief, including a restraining order, an injunction, specific performance, and any other relief that may be available from any court, without any requirement to post a bond or other security, or to prove actual damages or that monetary damages are not an adequate remedy. Such remedies are not exclusive and are in addition to all other remedies that may be available at law, in equity, or otherwise.

16.16 Attorneys' Fees. In the event that any action, suit, or other legal or administrative proceeding is instituted or commenced by either party against the other party arising out of or related to this Agreement, the prevailing party is entitled to recover its actual attorneys' fees and court costs from the non-prevailing party.

16.17 Counterparts. This Agreement may be executed in counterparts, each of which is deemed an original, but all of which together are deemed to be one and the same agreement. A signed copy of this Agreement delivered by facsimile, email, or other means of electronic transmission is deemed to have the same legal effect as delivery of an original signed copy of this Agreement.