

### **RevConnect third party pass through terms:**

Client specifically acknowledges that Netsmart and its vendors are not payers of claims, that Netsmart and its vendors will have no liability whatsoever for the payment of any claims and that the submission of claims through this solution are not a promise to pay or a guarantee of payment by Netsmart or its vendors. Neither Netsmart nor its vendors shall be responsible for any errors or omissions in any claims received from Client or transmitted to payers. With respect to process or transmission errors relating to use of this solution, as Client's sole and exclusive remedy, Netsmart shall use commercially reasonable efforts to reprocess or resubmit the applicable claims.

Client shall comply with any then applicable law and industry practice and will secure any authorizations then required by applicable law, industry practice or otherwise in connection with its transaction submission process, and to maintain transaction data transmitted through this service and afford access thereto in accordance with the procedures then required by applicable law and industry practice.

Client shall maintain a permanent, complete, and accurate record of all claims transmitted via the services hereunder, including the number of claims per transmission and the total dollar amount of each transmission. All such records shall be retained and preserved for at least 18 months from the date of transmission and shall be subject to inspection, copying, and audit by Netsmart and its vendors at all reasonable times. It is the responsibility of the Client to ensure that claims are filed and received by the payer within the payer's prescribed time limit for filing. Netsmart's reports detailing transmitted claims are not evidence of payer's reception of such claims. It is also the responsibility of Client to review each transmission report sent to Client by Netsmart and its vendors and to immediately notify Netsmart of any error, omissions, or other discrepancy between the report and the actual claims transmitted. Netsmart and its vendors shall not be responsible for any unauthorized or other improper transmission by or on behalf of Client.

Client hereby represents and warrants that it has obtained from its patients all authorizations and consents required under all applicable laws in order for Client to provide Data to Netsmart (and its third party vendors if applicable) and for Netsmart and its vendors to use Data to provide the Services in accordance with this Addendum.

In no event shall either party (or any of Netsmart's third party vendors) be liable for special, indirect, consequential, exemplary, or incidental damages or for the any damages whatsoever resulting from unauthorized access to the services, loss of use or profits arising out of or in connection with this Addendum. The cumulative liability of Netsmart's third party vendor shall not exceed the amounts paid for the applicable services giving rise to such liability during the three months immediately preceding the first event, action, or omission giving rise to such liability.

To the extent not prohibited by applicable law, Client agrees to indemnify, defend and hold Netsmart and its third party vendor harmless from and against any and all liabilities (including but not limited to all damages, penalties, costs, expenses, and judgments) to any third party arising from (i) any negligent act or omissions by Client, (ii) any willful misconduct by Client or (iii) any breach of this Addendum by Client.