

Change Healthcare Solutions (CHC) third party pass through terms:

END USER LICENSE AGREEMENT

The following terms apply to the Services:

1. **Definitions.** For all purposes of this Agreement, the following terms shall have the following meanings:

1.1 **“Affiliate”** shall mean any entity owned or controlled by, under common ownership or control with, or which owns or controls either party to this Agreement or any of its subsidiaries.

1.2 **“Company”** means Change Healthcare Solutions, LLC.

1.3 **“IP”** shall mean the Software, Services and Materials provided hereunder.

1.4 **“Materials”** shall mean all specifications and written materials (including but not limited to any and all training materials, designs and design documents, information manuals, and all other documentation) provided to End User by Company with respect to the Services provided hereunder.

1.5 **“Payers”** shall mean those entities that receive Transactions submitted by End User through the Services, as identified from time to time by Company.

1.6 **“Services”** shall mean the transaction processing and other services performed by Company or one of its Affiliates from time to time for End User.

1.7 **“Software”** shall mean those computer software programs (whether in source or object code form) to be provided by Company hereunder for the purpose of facilitating the Services, if applicable.

1.8 **“Transactions”** shall mean batch and real-time healthcare transactions submitted by End User to Company for transmission to a Payer, whether or not a Payer accepts or favorably adjudicates such transactions.

2. **Right to Use the Services.** Subject to the terms and conditions of this Agreement, Company grants to End User a non-exclusive and non-transferable license for the term of this agreement to use the specified Services, including the machine readable object code version of the Software, if applicable, only at the End User owned or controlled facilities for the internal use of End User for the processing of Transactions. This license grant to End User also includes the right to use the Materials at the Facilities solely to assist End User in its use of the Services. No rights are granted to the IP except as explicitly set forth in this Agreement. End User shall not remove any of Company’s copyright, trademark, or other confidentiality notices from the Software or Materials.

3. Transaction Rejection Rate. Netsmart's End Users are subject to the Transaction rejection rate of three percent (3%).

4. Expenses For Use of the CHC Services. CHC is not responsible for Netsmart's End Users' expenses for acquiring, operating or maintaining hardware and software for use of the CHC Services or modifications or enhancements to Netsmart's platform.

5. Information. End Users have no entitlements to and may not decompile, disassemble or reverse engineer or otherwise attempt to discover source code or other information concerning the Licensed Software.

6. Fees. Company and Netsmart shall be entitled at any time without prior notice to pass through any access fees and/or increase in communications tariffs related to the Services, including, without limitation, government-imposed access fees, fees resulting from changes in regulation or statute, any third party-imposed access fees, or any other fees assessed against Company and outside of Company's reasonable control. Company shall make available to End User upon request documentation relating to such pass-through fees in connection with the Services.

6.1 End User shall be responsible for any taxes or charges however called, including but not limited to any registration fees, assessments, sales, use, personal property, ad valorem, stamp, documentary, excise, telecommunication and other taxes (excluding any taxes imposed on Company's income) imposed by any federal, state or local government or regulatory authority with respect to the performance of the Services or delivery of the Materials by Company pursuant to this Agreement, whether such is imposed now or later by the applicable authority, even if such imposition occurs after the receipt or use by End User of the applicable IP, the invoicing by Company for the applicable IP, or the termination of this Agreement. If End User is tax-exempt, End User must submit with this Agreement evidence of its tax-exempt status.

6.2 End User acknowledges that End User has not relied on the future availability of any programs, services, functionality, features or updates in entering into the payment obligations in this Agreement.

7. End User Obligations.

7.1 End User agrees to transmit Transactions through the Services, if applicable, only in accordance with the requirements, procedures, data element standards, formats, codes, protocols and edits set forth in the then applicable companion guides and Materials.

7.2 End User shall execute any and all applicable documents and comply with any and all applicable procedures, rules and regulations which Company, the applicable Payer, or applicable law may require for transmission by Company of Transactions to such Payer's system, including without limitation, rules governing record retention, non-discrimination, and error resolution as promulgated by the Services, MasterCard, VISA, the settlement bank, and insurance carriers, each as amended from time to time. End User also shall adhere to such rules and regulations as are

required by governmental agencies having jurisdiction, including the Department of Health and Human Services (“HHS”). End User shall provide all supporting documents and written acknowledgements requested by Company necessary to comply with said rules and regulations. In furtherance thereof, if submitting eligibility Transactions to State Medicaid programs, End User hereby agrees to the following: (a) access to eligibility information shall be restricted to the sole purpose of verification of Medicaid eligibility where Medicaid payment for medical services has been requested by authorized parties or where otherwise permitted by federal or state statute or regulation; (b) verification of eligibility under the system is not a guarantee of payment, and the records as to the recipient’s eligibility status shall be the final authority; (c) End User indemnifies and holds harmless each State, its agents and employees, from any and all claims by such End User or any recipient who is aggrieved by the actions of End User hereunder; (d) End User is an approved Medicaid provider in each State to which it submits eligibility Transactions, and has supplied its correct Provider Identification Number for each such State on the signatory page hereto; and (e) End User agrees to abide by the Federal and State regulations regarding confidentiality of information.

7.3 End User hereby appoints Company as its attorney-in-fact for the limited purpose of using the information End User provides to submit electronic Transactions and/or sign hard copy (paper) Transactions on End User’s behalf to third-party Payers or processors, including but not limited to commercial insurers, Medicare, Medicaid, and government agencies, and, where appropriate, agencies or carriers covering work-related accident or illness benefits, where End User’s signature is required for Transaction processing. End User acknowledges that Company is not responsible for the content or adjudication of any insurance claim, and End User retains all liability on such claims and agrees to indemnify and hold Company harmless on account of all such claims, including the reconciliation or adjustment of any claim.

7.4 End User shall only submit Transactions to the Services on behalf of physicians or suppliers that have executed appropriate written authorizations for such submission, and a true copy of such authorization shall be furnished to Company upon request. End User shall maintain each claim, if applicable, for a period of seventy-two (72) months in such manner as to assure that such claim can be associated or identified with a claim form from the applicable physician or supplier.

7.5 End User shall retain records relative to End User’s use of the Services in accordance with sound business practices, and Company may request access during normal business hours upon reasonable advance notice to such records as are reasonably necessary to examine End User’s compliance with its obligations hereunder.

7.6 Netsmart or its supplier may suspend Services without liability if Netsmart’s End User misuses the Services or violates the terms and conditions of a Netsmart End User Agreement.

8. **Representations and Warranties.** Company represents and warrants that the Services provided hereunder shall be provided (i) without material defect and (ii) in a professional and

workmanlike manner. In the event that a documented and reproducible flaw inconsistent with this warranty is discovered, Company's sole responsibility shall be to use commercially reasonable efforts to correct such flaw in a timely manner. This warranty does not apply to (i) any media or documentation which has been subjected to damage or abuse; (ii) any claim resulting in whole or in part from changes in the operating characteristics of computer hardware or computer operating systems made after the release of the applicable Service; (iii) any claim resulting from problems in the interaction of the Software and/or the Services with non-Company software or equipment; (iv) any claim resulting from a breach by End User of any of its obligations hereunder; or (v) errors or defects caused by End User, its agents, contractors, employees or any third party not controlled by Company.

9. Limitations of Liability.

9.1 Company'S REPRESENTATIONS AND WARRANTIES ARE THOSE SET FORTH IN ARTICLE 8 OF THIS AGREEMENT. Company DISCLAIMS ALL other REPRESENTATIONS AND WARRANTIES, INCLUDING WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR USE. Company does not guarantee the payment or the timing of payment of any claims submitted through the Services. Payment remains the responsibility of the particular Payer of health care services and/OR supplier to which the End User is submitting. IN NO EVENT SHALL either party BE LIABLE FOR INCIDENTAL, CONSEQUENTIAL OR SPECIAL DAMAGES, INCLUDING BUT NOT LIMITED TO LOST PROFITS, EVEN IF such party HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. Company'S AGGREGATE LIABILITY TO END USER UNDER THIS AGREEMENT AND WITH RESPECT TO the ip FURNISHED HEREUNDER (WHETHER UNDER CONTRACT, TORT, OR ANY OTHER THEORY OF LAW OR EQUITY) SHALL NOT EXCEED, UNDER ANY CIRCUMSTANCES, THE price PAID BY END USER TO Company FOR THE PARTICULAR IP INVOLVED DURING THE ONE YEAR PRECEDING END USER'S CLAIM. THE FOREGOING LIMITATION OF LIABILITY REPRESENTS THE ALLOCATION OF RISK OF FAILURE BETWEEN THE PARTIES AS REFLECTED IN THE PRICING HEREUNDER AND IS AN ESSENTIAL ELEMENT OF THE BASIS OF THE BARGAIN BETWEEN THE PARTIES.

9.2 In the event that any information to be transmitted through the Services is not transmitted by Company or is not accurately transmitted as a result of Company's failure to perform the Services in accordance with the terms of this Agreement, and such results in damage to End User, then Company's sole obligation and liability to End User for such event (subject to reasonable mitigation by End User and the limitation of liability set forth in Section 9.1), shall be limited to furnishing credits on subsequent invoices from Company to End User in an amount equal to End User's actual damages incurred for reconstructing or retransmitting the data, including reasonable out-of-pocket expenses that End User can demonstrate it has sustained and that are directly attributable to such failure. End User further agrees that Company shall not be liable in any way for any inaccuracy resulting from errors or omissions or the negligent or other wrongful acts of any employee or agent of End User or its Affiliates. Any claim against Company by End User must be asserted in writing within ninety (90) days after Company should have transmitted

accurate information received from End User or the transmission of inaccurate information on which the claim is based, as applicable. End User hereby agrees to promptly supply to Company documentation reasonably requested by Company to support any claim of End User. THIS SECTION STATES THE ENTIRE LIABILITY OF Company WITH RESPECT TO CLAIMS THAT INFORMATION WAS NOT TRANSMITTED OR WAS TRANSMITTED INACCURATELY BY Company.

9.3 Company agrees to indemnify, defend and hold End User harmless from and against any loss, claim, judgment, liability, damage, action or cause of action, including reasonable attorneys' fees and court costs, directly resulting from a third party claim that End User's proper use of the IP infringes or misappropriates the intellectual property rights of a third party; provided, however, that Company shall have no obligation to indemnify, defend or hold End User harmless with respect to such third party claims unless End User promptly notifies Company in writing of the claim, allows Company to exclusively control the defense of such claim, and cooperates with Company in the defense of the claim or in any related settlement negotiations. Such indemnity shall not apply to any claim arising out of (a) the combination, operation or use of the IP with any product, data or apparatus not furnished by or on behalf of Company or not specified by Company in writing, (b) End User's modification of the IP, (c) use of the IP in a manner that conflicts with the prescribed uses in the applicable Materials, (d) use of the IP other than in accordance with this Agreement, or (e) use of other than a current release of any Software. If an infringement claim has been brought, or Company believes such an infringement claim is reasonably likely, Company may, at its sole option and expense, (i) use commercially reasonable efforts to procure the right to continue using the infringing IP; (ii) replace or modify the same so that it becomes non-infringing; or (iii) terminate End User's right to use the infringing IP and refund to End User all amounts paid by End User for the applicable IP during the one year preceding Company's refund, and if the infringing IP is the only IP contracted for hereunder, terminate this Agreement. THIS SECTION 9.3 STATES COMPANY'S ENTIRE LIABILITY TO END USER WITH RESPECT TO ANY INTELLECTUAL PROPERTY INFRINGEMENT CLAIMS BROUGHT BY ANY THIRD PARTY AND SUCH LIABILITY IS FURTHER LIMITED BY THE LIMITATIONS APPEARING IN SECTION 9.1 ABOVE.

9.4 Company shall have no responsibility for determining the accuracy of any claim submitted, for settling disputed claims, for settling disputed payments, for settling disagreements or disputes between a Payer and End User, for any liability for the acts of a Payer and/or End User that violate the Social Security Act and related regulations and/or guidelines, or for any liability foreseeable or otherwise occurring beyond Company's transmission of data.

9.5 Any claim or cause of action arising out of, based on, or relating to this Agreement not presented by End User within one (1) year from the discovery of the claim or cause of action shall be deemed waived. End User shall use commercially reasonable efforts to mitigate damages for which Company may become responsible under this Agreement.

9.6 Neither party shall be responsible for delays or failures in performance resulting from acts

or events beyond its reasonable control, including but not limited to, acts of nature, governmental actions, fire, labor difficulties or shortages, civil disturbances, transportation problems, interruptions of power, supply or communications or natural disasters, provided such party takes reasonable efforts to minimize the effect of such acts or events.

10. Term and Rights Upon Termination.

Upon expiration or termination of this Agreement for any reason, (i) all license rights granted End User hereunder shall terminate and (ii) End User shall immediately cease using the IP and Services.

11. Miscellaneous.

11.1 The parties shall comply with all applicable laws, and each party shall secure any license, permit or authorization required by law in connection with those aspects of the transmission process for which it is responsible under this Agreement. End User shall conduct all marketing, advertising, and solicitations of End Users in compliance with applicable local, state, and federal ordinances, laws, statutes, regulations and codes, including the Telephone Consumer Protection Act of 1991, as amended ("TCPA") and The Controlling the Assault of Non-Solicited Pornography And Marketing Act of 2003, as amended ("CAN-SPAM").

11.2 The parties will act as independent contractors, and this Agreement does not constitute either party as the agent or partner of the other party.

11.3 Each party represents and warrants that, as of the Effective Date, neither it nor its medical staff, partners, officers, directors, or employees are or have been (i) sanctioned for, or convicted of, a criminal offense related to health care or (ii) barred, suspended or terminated from participation in a state or federal health care program. Each party agrees that, should it or its medical staff, partners, officers, directors, or employees become so sanctioned, convicted, barred, suspended or terminated, this Agreement will automatically terminate.

11.4 If and to the extent required by Section 1395x(v)(1)(I) of Title 42 of the United States Code, until the expiration of four (4) years after the termination of this Agreement, Company shall make available, upon written request by the Secretary of HHS or the Comptroller General of the United States General Accounting Office, or any of their duly authorized representatives, a copy of this Agreement and such books, documents and records as are necessary to certify the nature and extent of the costs of the Services provided hereunder. Company further agrees that, in the event it carries out any of its duties under this Agreement through a subcontract with a related organization with a value or cost of Ten Thousand Dollars (\$10,000.00) or more over a twelve (12) month period, such subcontract shall contain a similar requirement for the subcontractor.

11.5 Netsmart's Supplier, Change Healthcare, is a third party beneficiary for enforcement of the terms in these End User Pass Through Provisions and the limitation of liability in this Agreement with respect to enforcement of the terms in these End User Pass Through Provisions.