

## EXPERIAN HEALTH CUSTOMER AGREEMENT

This EXPERIAN HEALTH Customer Agreement (“EHCA”) covers services offered by **EXPERIAN Health, Inc.**, (“EXPERIAN HEALTH”) to the undersigned customer (“Customer,” and with EXPERIAN HEALTH, the “Parties”), will be effective upon the effective date of the Customer’s agreement with Brightree, LLC (“Brightree”) into which this EHCA is incorporated, and shall terminate upon termination or expiration of the service provision agreement between EXPERIAN HEALTH and Brightree. Subject to the terms and conditions of this EHCA, EXPERIAN HEALTH grants the Customer a nonexclusive, nonassignable, and non transferable right to access EXPERIAN HEALTH’s Eligibility Verification services via Customer’s interface with the systems and services of Brightree, LLC,

The Customer may not: (1) reverse engineer the application; (2) use it to provide time-sharing or service-bureau services, either for profit or not; (3) allow third parties to access or use the application; (4) give copies of the application to any other party, including parent or sister company(ies), subsidiaries, or contractors; or (5) reproduce the application or user documentation except as stated above.

EXPERIAN HEALTH is responsible for obtaining, disseminating, and using beneficiary’s data according to HIPAA, CMS guidelines, and other applicable guidelines. Customer still bears the responsibility to associate each transaction to a particular user of Customer and agrees to cooperate with EXPERIAN HEALTH or insurance companies in the event that those parties have a security concern and report the user associated with any transaction and details of that transaction. The state or federal government, commercial payer and/or various data source’s records are the final authority on eligibility, benefits, claims or other patient data. The data Customer and EXPERIAN HEALTH may exchange pursuant to this EHCA may change as a result of changes in law or regulation, or actions taken in accordance with the terms and conditions of certain health care benefits contracts, or changes made to those contracts. EXPERIAN HEALTH does not warrant the accuracy or completeness of the data it sends to Customer, as it is returned directly from a payer or data source. Acceptance by Customer of the data EXPERIAN HEALTH sends electronically does not constitute guarantee of reimbursement. Medicaid eligibility information is restricted to an approved Medicaid provider having a valid Medicaid provider number for the sole purpose of verification of Medicaid eligibility status and data for Medicaid recipients requiring medical service(s). Medicaid eligibility and other verification information may be available from a given state via telephone or personal computer dial-up at no cost.

EXPERIAN HEALTH warrants that its services do not infringe any third-party intellectual property rights. Customer, on behalf of itself, and its employees, agents, vendors and clients, warrants that it shall not use or disclose any item related to the services provided hereunder except for purposes consistent with this EHCA. To the extent that EXPERIAN HEALTH’s employees or agents obtain access to Customer’s proprietary information (*i.e.*, a patient’s Protected Health Information, as defined by HIPAA), EXPERIAN HEALTH shall use the information for the sole purpose of providing the services offered under this EHCA. EXPERIAN HEALTH shall not disclose such proprietary information to any third party, except where the third party is contractually obligated to EXPERIAN HEALTH to facilitate the delivery of Products and Services.

The remedies in this EHCA constitute the sole and exclusive remedies for Customer at law and in equity in matters arising hereunder. EXPERIAN HEALTH’s maximum liability for the damages to Customer, from any cause whatsoever, and regardless of the form of action, whether in contract or in tort, including negligence, will be limited to the lesser of: (1) \$25,000.00; (2) the total amount paid by Customer to Brightree for EXPERIAN HEALTH services during the twelve (12) months before the cause of actions arose; or (3) the damages incurred.

Each Party shall indemnify and hold the other Party harmless from any and all losses and liability for damages, including court costs and reasonable attorney fees, sustained by the other Party to the extent such losses and liabilities arise out of the negligent acts or omissions of the indemnifying Party. In no event shall either Party, its licensors, suppliers and/or subcontractors be liable to the other Party for any incidental, consequential, indirect or special damages, including, without limitation, damages for loss of revenue or profits, cost of capital, claims of customers for service interruptions or failure of supply, and costs and expenses incurred in connection with labor, overhead, transportation, installation, or removal of equipment or programming or substitute facilities or supply resources, even if EXPERIAN HEALTH has been advised of the possibility of such damages. The obligations of this paragraph shall survive termination of this EHCA.

EXPERIAN HEALTH will indemnify and hold harmless Customer for all liabilities to third parties incurred by Customer to the extent arising out of a complaint brought by a third party that EXPERIAN HEALTH services infringe the intellectual property right of such third party; *provided that* Customer gives EXPERIAN HEALTH immediate notice in writing of a complaint, permits EXPERIAN HEALTH to defend the same and give EXPERIAN HEALTH all available information assistance and authority (at Customer’s expense) in connection therewith. EXPERIAN HEALTH will have control of the defense of such proceeding including appeals and of all negotiations for, including the right to effect the settlement or compromise thereof. In the event of such a complaint or if in EXPERIAN HEALTH’s reasonable opinion such a complaint is likely to be successfully made, EXPERIAN HEALTH shall, at its expense, to the extent necessary to provide substantially equivalent and compatible services, procure for Customer the right to continue using the services, replace the same with non-infringing services, or modify the same so that it becomes non-infringing and conforms in all material respects to prior functionality. In the event that the infringing service cannot be replaced or modified in a commercially reasonable manner, EXPERIAN HEALTH may discontinue or terminate the service in accordance with its agreement with Brightree. EXPERIAN HEALTH will not have any liability to Customer if any such infringement is based upon or arises out of: (a) non-compliance with the design, plans or specifications furnished by or on behalf of EXPERIAN HEALTH; (b) the use of apparatus, services, or devices not used or supplied by EXPERIAN HEALTH and Brightree; (c) the use of the service in an unauthorized manner; or (d) the claimed infringement of any patent in which Customer or any subsidiary or affiliate of Customer has any direct or indirect interest, by license or otherwise. The foregoing states the entire liability of EXPERIAN HEALTH for or resulting from such infringement or complaint thereof.

If any provision of this EHCA is held to be unenforceable by a court of competent jurisdiction, the remaining provisions shall continue to be of full force and effect. This EHCA will be governed by and construed in accordance with the laws of the state of Tennessee without regard to its conflict of laws provisions and exclusive venue and jurisdiction for any litigation arising out of this EHCA shall be subject to the local, state or federal courts in Davidson County, Tennessee.

In lieu of litigation, the Parties agree that any dispute that cannot be resolved between the parties shall be submitted to binding arbitration with the American Arbitration Association (“AAA”) in Nashville, Tennessee, before a panel of three (3) arbitrators, whose legal practice consists at

least 50% of healthcare clients, selected pursuant to AAA rules within thirty (30) days following submission of the matter for arbitration. In the event that an arbitration, suit or action is brought by any party under this EHCA to enforce any of its terms, it is agreed that the prevailing party shall be entitled to reasonable attorney fees to be fixed by the arbitrator or the trial and appellate courts. The award of the arbitrators shall be final and may be entered in, and enforced through, any court of competent jurisdiction. Demand for arbitration shall be filed in writing with the other party and with the AAA within 120 days after the dispute in question has arisen. In no event shall the demand for arbitration be made after the date when institution of legal or equitable proceedings based on such dispute would be barred by any applicable statutes of limitations. The foregoing agreement to arbitrate shall be specifically enforceable in accordance with applicable law in any court having jurisdiction thereof.

This Agreement shall be binding upon and inure to the benefit of the parties and their respective successors, assigns and legal representatives, whether by merger, consolidation or otherwise. This Agreement may not be assigned by any party hereto without the prior written consent of the other party hereto; however, EXPERIAN HEALTH may collaterally assign its rights under this Agreement to one or more lenders providing debt financing to EXPERIAN HEALTH without notice to or consent of the other party.

Each party will comply with all applicable laws. EXPERIAN HEALTH may consider Customer's failure to comply with any applicable law to be a material breach of this Agreement.

This Agreement or any section thereof shall not be construed against any party due to the fact that this Agreement or any section thereof was drafted by said party. All section titles or captions contained in this Agreement are for convenience only and shall not be deemed part of the context nor effect the interpretation of this Agreement. If any provision of this Agreement is held to be unenforceable by a court of competent jurisdiction, the remaining provisions shall continue to be of full force and effect.

No party shall be liable for failure or delays in performance of its obligations under this Agreement to the extent that it is unable to perform due to any cause or circumstance beyond the reasonable control of such party, including, without limitation, acts of God, terrorism, fire, flood, storms, earthquake, strike or other labor dispute (in any case, a "Force Majeure Event"). Further, EXPERIAN HEALTH shall not be liable where such delay impacts the data being provided to Customer or for failure to perform hereunder if such delay or failure is solely attributable to any third party's failure to provide EXPERIAN HEALTH with the data necessary for complete and proper transmission. In the event that a party is delayed, hindered in or prevented from the performance of any work, service or other acts by a Force Majeure Event, such party shall promptly notify the other party, and take commercially reasonable steps to resume performance as soon as is practicable (such delay period following the Force Majeure Event constituting the "Resumption Period"). Performance shall be excused during the Resumption Period and time allotted for performance shall be extended for a period equivalent to the Resumption period.

Each party to this Agreement represents that it: (a) has not been convicted of a criminal offense related to health care; and (b) is not currently listed by a federal agency as debarred, excluded, or ineligible to participate in federally funded health care programs. A party shall notify the other party in writing within five (5) days after any change in this representation or if circumstances change to render this representation false during the contract term. Any change in circumstances shall constitute cause by the other party to immediately terminate this Agreement. For purposes of this subsection, the terms "EXPERIAN HEALTH" and "Customer" each include the entity entering into this Agreement and the entity's parent, principals, shareholders, directors, and officers and any employees or agents of that entity.

This EHCA represents the complete and exclusive agreement between the Parties with regard to the subject matter hereof, and supersedes all prior oral and written communication between the parties. No provision of the EHCA shall be modified unless in writing and signed by an authorized representative of both parties. The publication by EXPERIAN HEALTH of this EHCA and its provision of the EHCA to Brightree for use shall serve as EXPERIAN HEALTH's consent to the terms and conditions of this EHCA. All rights and obligations of EXPERIAN HEALTH under this EHCA shall be subject to and shall not alter the terms of that certain Partnering Agreement between EXPERIAN HEALTH and BRIGHTREE, but only to the extent an interest of Brightree is materially adversely affected by application of a EXPERIAN HEALTH right or obligation under this EHCA.