

MAIN TERMS OF SERVICE FOR HC1.COM APPLICATIONS (“TERMS OF SERVICE”), December 1, 2014

1. ATTENTION! THE FOLLOWING TERMS AND CONDITIONS WILL BE LEGALLY BINDING ON CUSTOMER UPON EXECUTION OF an agreement for a subscription to the hc1® Healthcare Relationship Cloud™ (the “Service”) with hc1.com. For purposes of these terms of service, any such agreement described above that governs customer’s subscription to the service (as defined in the agreement) shall hereinafter be referred to as the “SSA”. CUSTOMER SHOULD CAREFULLY READ THE FOLLOWING TERMS OF SERVICE BEFORE EXECUTING THE SSA.

2. Terms of Service. Customer acknowledges and agrees to the following Terms of Service, which together with the terms of the Agreement, shall govern Customer’s access and use of the Service. Capitalized terms not otherwise defined in the Agreement or herein shall have the meaning given to them in Section 7 (Definitions) below. In addition, Customer agrees that unless explicitly stated otherwise, any new features that augment or enhance the Service and/or any new service(s) subsequently purchased by the Customer will be subject to the Agreement and these Terms of Service.

2.1 Customer Must Have Internet Access. A broadband Internet connection is required for proper transmission of the Service. Customer is responsible for procuring and maintaining the network connections that connect the Customer network to the Service. hc1.com is not responsible for any compromise of data or information transmitted across computer networks or telecommunications facilities (including but not limited to the Internet). hc1.com assumes no responsibility for the reliability or performance of any networks. Furthermore, hc1.com is not responsible for notifying Customer of any upgrades, fixes or enhancements to any such software, or for any compromise of data transmitted across computer networks or telecommunications facilities (including but not limited to the Internet) which are not owned or operated by hc1.com.

2.2 Accuracy of Customer’s Contact Information. Customer shall provide accurate, current and complete information on Customer’s legal business name, address, email address, and phone number, and maintain and promptly update this information if it should change.

2.3 Users Passwords, Access, and Notification. Customer shall authorize access to and assign unique passwords and user names to the number of Users purchased by Customer on the Order Form. User logins are for designated Users and cannot be shared or used by more than one (1) User, but any User login may be reassigned to another User as needed. Customer will be responsible for the confidentiality and use of User’s passwords and user names. Customer will also be responsible for all Electronic Communications, including those containing business information, account registration, account holder information, financial information, Customer Data, and all other data of any kind contained within emails or otherwise entered electronically through the Service or under Customer’s account. hc1.com will act as though any Electronic Communications it receives under Customer’s passwords, user name, and/or account number will have been sent by Customer. Customer shall use commercially reasonable efforts to prevent unauthorized access to or use of the Service and shall promptly notify hc1.com of any unauthorized access or use of the Service and any loss or theft or unauthorized use of any User’s password or name and/or Service account numbers.

2.4 Customer’s Lawful Conduct. The Service allows Customer to send Electronic Communications directly to hc1.com and to third parties. Customer shall comply with all applicable local, state, federal, and foreign laws, treaties, regulations, and conventions in connection with its use of the Service, including without limitation those related to privacy, electronic communications and anti-spam legislation. Customer shall comply with the export laws and regulations of the United States and other applicable jurisdictions in using the Service and obtain any permits, licenses, and authorizations required for such compliance. Without limiting the foregoing, (a) Customer represents that it is not named on any U.S. government list of persons or entities prohibited from receiving exports, (b) Customer shall not permit Users to access or use the Service in violation of any U.S. export embargo,

prohibition or restriction, and (c) Customer shall comply with all applicable laws regarding the transmission of technical data exported from the United States and the country in which its Users are located. Customer will not send any Electronic Communication from the Service that is unlawful, harassing, libelous, defamatory or threatening. Except as permitted by the Agreement or these Terms of Service, no part of the Service may be copied, reproduced, distributed, republished, displayed, posted or transmitted in any form or by any means. Customer agrees not to access the Service by any means other than through the interfaces that are provided by hc1.com. Customer shall not do any “mirroring” or “framing” of any part of the Service specific to the Service, or create Internet links to the Service which include log-in information, user names, passwords, and/or secure cookies. Customer will not in any way express or imply that any opinions contained in Customer’s Electronic Communications are endorsed by hc1.com. Customer shall ensure that all access and use of the Service by Users is in accordance with the terms and conditions of the Agreement, including but not limited to those Users that are contractors and agents, and Customer’s Affiliates. Any action or inaction of Customer’s employees, contractors, agents are deemed those of Customer, and Customer is responsible for such actions and inaction.

2.5 Third Party Web Sites, Products and Services. hc1.com may offer certain Third Party Applications from third parties for sale under Order Forms or as links or integrations to the Service. Any purchase and use of such Third Party Applications by Customer shall be subject to the terms specified by such third parties in connection with such Third Party Applications. hc1.com does not provide any warranties with respect to any such Third Party Applications. Any purchase by Customer of any Third Party Applications is solely between Customer and the applicable third party provider. hc1.com is not responsible for the availability or the quality, accuracy, integrity, fitness, safety, reliability, legality, or any other aspect of such Third Party Applications or any descriptions, promises or other information related to the foregoing. If Customer installs or enables Third Party Applications for use with the Service, Customer agrees that hc1.com may allow such third party providers to access Customer Data as required for the interoperation of such Third Party Applications with the Service, and any exchange of data or other interaction between Customer and a third party provider is solely between Customer and such third party provider. hc1.com shall not be responsible for any disclosure, modification or deletion of Customer Data resulting from any such access by Third Party Applications or third party providers. No purchase of such Third Party Applications or services is required to use the Service.

2.6 Transmission and Processing of Customer Data; Use of Certain Data. Customer understands that Customer’s use of the Service may require the processing and transmission of Customer Data by Customer, hc1.com, or its subcontractors. hc1.com is not responsible for any Electronic Communications and/or Customer Data which are delayed, lost, altered, intercepted or stored during the transmission of any data by means of third party networks (other than third parties providing computing or storage services under these Terms of Service on behalf of hc1.com). Customer shall promptly notify hc1.com of a loss or suspected loss or unauthorized access of the Customer Data. Without limiting Customer’s rights and remedies under these Terms of Service, Customer acknowledges that Customer Data and information regarding Customer’s account will be processed by hc1.com and stored and processed using online hosting services selected by hc1.com, such as Amazon Web Services. hc1.com may access, use, aggregate, and disclose Customer’s De-Identified Data alone or with that of other Users or customers of the Service or Professional Services, as well as other non-personal data generated by the operation of the Service in connection with improving the Service, establishing benchmarks and other uses which are not prohibited by law, provided that in no event may hc1.com publish or disclose such data to third parties without removing Customer’s name, and all other information which could identify the Customer, from such data. As used herein, (a) **“Customer Data”** means all electronic data or information submitted to the Service by Customer or its Users, (b) **“De-Identification”** or **“De-Identified”** means the de-identification of data in accordance with 45 C.F.R. §164.514(a)-(c), as the same may be amended or succeeded from time to time, (c) **“De-Identified Data”** means data that has been De-Identified, and (d) **“Electronic Communications”** means any transfer of data or information electronically received and/or transmitted through the Service.

2.7 Service Level. During the Term, hc1.com will provide the support services and service levels as further specified in the Support and Service Level Agreements.

2.8 Confidentiality. For purposes of this Agreement, “Confidential Information” shall include the terms of the Agreement, Customer Data, each party’s proprietary technology, intellectual property, trade secrets, business processes and product information, designs and issues and any information (whether or not reduced to writing or designated as confidential). Confidential Information shall not include: (a) information which is known publicly; (b) information which is generally known in the industry before disclosure; (c) information which has become known publicly, without fault of the receiving party, subsequent to disclosure by the disclosing party; (d) information which the receiving party receives from a third party without a duty of confidentiality, where such third party had the lawful right to disclose such information to the receiving party; or (e) De-Identified Data.

Each receiving party agrees (a) to keep confidential all Confidential Information, (b) not to use or disclose Confidential Information, except to the extent necessary to perform its obligations or exercise its rights under the Agreement or these Terms of Service or as directed by the disclosing party, (c) to protect the confidentiality thereof in the same manner as it protects the confidentiality of similar information and data of its own (at all times exercising at least a reasonable degree of care in the protection of such Confidential Information), and (d) to only make Confidential Information available to authorized persons of the receiving party on a “need to know” basis. Receiving party may disclose Confidential Information on a need to know basis to its contractors and service providers who have executed written agreements requiring them to maintain such information in strict confidence and use it only to facilitate the performance of their services in connection with the performance of the Agreement or these Terms of Service. Notwithstanding the foregoing, this Section will not prohibit the disclosure of Confidential Information to the extent that such disclosure is required by law or order of a court or other governmental authority or regulation.

2.9 Ownership of Customer Data. All title and intellectual property rights in and to the Customer Data are owned exclusively by Customer. Customer service marks, logos and product and service names are marks of Customer (the “Customer Marks”). Customer grants hc1.com during the Term the right to display the Customer Marks on its websites and marketing and other promotional materials. Customer acknowledges and agrees that in connection with the Service, hc1.com, as part of its standard service offering, makes backup copies of the Customer Data in Customer’s account and stores and maintains such data for a period of time consistent with hc1.com standard business processes.

2.10 hc1.com Intellectual Property Rights. Customer agrees that all rights, title, and interest in and to all intellectual property rights in the Service are owned exclusively by hc1.com or its licensors. Except as provided in the Agreement, the license granted to Customer does not convey any rights in the Service, express or implied, or ownership in the Service or any intellectual property rights thereto. In addition, hc1.com shall have a royalty-free, worldwide, transferable, sub-licensable, irrevocable, and perpetual license (except for hc1.com’s right to terminate Customer’s subscription to the Service in accordance with the Agreement) to use or incorporate into the Service any suggestions, enhancement requests, recommendations or other feedback provided by Customer, including Users, relating to the operation of the Service. Any rights not expressly granted herein are reserved by hc1.com. hc1.com service marks, logos and product and service names are marks of hc1.com (the “hc1.com Marks”). Customer further agrees not to display or use the hc1.com Marks in any manner without hc1.com express prior written permission. The trademarks, logos and service marks of Third Party Application providers (“Marks”) are the property of such third parties. Customer is not permitted to use these Marks without the prior written consent of such third party which may own the Mark.

2.11 Restrictions. Customer is responsible for all activities conducted under its User logins and for its Users’ compliance with this Agreement. Customer’s use of the Service shall not include service bureau use, outsourcing, renting, reselling, sublicensing, concurrent use of a single User login, or time-sharing of the Service. Customer shall not and shall not permit any third party to (a) copy, translate, create derivative works of, reverse engineer, reverse assemble, disassemble, or decompile the Service or any part thereof or otherwise attempt to discover any source code of modify the Service in any manner or form, (b) use unauthorized modified versions of the Service,

including (without limitation) for the purpose of building a similar or competitive product or service or for the purpose of obtaining unauthorized access to the Service, (c) use the Service in a manner that is contrary to applicable law or in violation of any third party rights or privacy or intellectual property rights, (d) publish, post, upload or otherwise transmit Customer Data that contains any virus, Trojanhorses, worms, timebombs, corrupted files or other computer programming routines that are intended to damage, detrimentally interfere with, surreptitiously intercept or expropriate any systems, data, personal information or property of another, or (e) use or knowingly permit the use of any security testing tools in order to probe, scan or attempt to penetrate or ascertain the security of the Service.

3. Suspension/Termination.

3.1 Suspension for Delinquent Account. hc1.com reserves the right to suspend Customer's and any Customer Affiliates' access to and/or use of the Service for any accounts (a) for which any payment is due but unpaid but only after hc1.com has provided Customer a delinquency notice, and at least thirty (30) days have passed since the transmission of the first notice, or (b) for which Customer has not paid for the renewal term and has not notified hc1.com of its desire to renew the Service by the expiration of the then-current Term. The suspension is for the entire account and Customer understands that such suspension would, therefore, include Customer Affiliate sub-accounts. Customer agrees that hc1.com shall not be liable to Customer or to any Customer Affiliate or other third party for any suspension of the Service pursuant to this Section.

3.2 Suspension for Ongoing Harm. Customer agrees that hc1.com, may with reasonably contemporaneous notice to Customer (via phone, email or other written notice) suspend access to the Service if hc1.com reasonably concludes that Customer's Service is being used to engage in denial of service attacks, spamming, or illegal activity, and/or Customer's use of the Service is causing immediate, material and ongoing harm to hc1.com or others. In the extraordinary event that hc1.com suspends Customer's access to the Service, hc1.com will use commercially reasonable efforts to limit the suspension to the offending portion of the Service and resolve the issues causing the suspension of Service. Customer further agrees that hc1.com shall not be liable to Customer nor to any third party for any suspension of the Service under such circumstances as described in this Section.

3.3 Handling of Customer Data in The Event of Termination. Customer agrees that following termination of Customer's account or use of the Service, hc1.com may deactivate Customer's account and following a reasonable period of not less than thirty (30) days may delete Customer's account from the Service. During this 30-day period and upon Customer's request, hc1.com will grant Customer limited access to the Service for the sole purpose of permitting Customer to retrieve Customer Data, provided that Customer has paid in full all good faith undisputed amounts owed to hc1.com. Customer further agrees that hc1.com shall not be liable to Customer nor to any third party for any termination of Customer access to the Service or deletion of Customer Data, provided that hc1.com is in compliance with the terms of this Section.

4. Modification; Discontinuation of the Service.

4.1 To the Service. hc1.com may make modifications to the Service or particular components of the Service from time to time and will use commercially reasonable efforts to notify Customer of any material modifications. hc1.com reserves the right to discontinue offering the Service at the conclusion of Customer's then-current Term. hc1.com shall not be liable to Customer nor to any third party for any modification of the Service as described in this Section.

4.2 To Applicable Terms. If hc1.com makes a material change to these Terms of Service, then hc1.com will notify Customer by either sending an email to the notification email address or posting a notice in Customer's account. If the change has a material adverse impact on Customer and Customer does not agree to the change, Customer shall so notify hc1.com via legal@hc1.com in accordance with the notice section of this Agreement within thirty (30) days after receiving notice of the change. If Customer notifies hc1.com as required, then

Customer will remain governed by the Terms of Service in effect immediately prior to the change until the end of the then-current Term for the affected Service. If the affected Service is renewed, it will be renewed under hc1.com's then-current Terms of Service.

5. Access to Books and Records. Until the expiration of four (4) years after the furnishing of any Service pursuant to the Agreement, hc1.com shall retain and make available, upon request by the Secretary of the U.S. Department of Health and Human Services, the Comptroller General or any of their duly authorized representatives, the contracts, books, documents, and records of hc1.com needed to certify the nature and extent of all Medicare costs with respect to the Service. If hc1.com carries out any of the duties of the Agreement using a subcontract with a value of or cost of Ten Thousand Dollars (\$10,000) or more over a twelve (12) month period with a related/third-party organization, that subcontract shall also include a clause to this same effect. In the event the Agreement is not subject to the provision of 42 U.S.C. 1395x(v)(1)(l) and 42 C.F.R. 420.300 et seq. or relevant regulations, this section shall be null and void.

6. Screening for Viruses and Malicious Code. hc1.com will use commercially reasonable measures, including generally accepted virus screening software, to protect the Service and its systems or software used from viruses and other malicious code. In the event that any viruses and other malicious code are discovered, they will be corrected pursuant to the provisions of this Agreement relating to support.

7. Definitions.

"Affiliates" means any entity which directly or indirectly, through one or more intermediaries, controls, or is controlled by, or is under common control with Customer, by way of majority voting stock ownership or the ability to otherwise direct or cause the direction of the management and policies of Customer.

"Customer" shall have the meaning ascribed to it in the preamble of the Agreement.

"Customer Data" means all electronic data or information submitted to the Service by Customer or its Affiliates.

"Electronic Communications" means any transfer of signs, signals, text, images, sounds, data or intelligence of any nature transmitted in whole or part electronically received and/or transmitted through the Service.

"hc1.com" means hc1.com Inc., an Indiana corporation, with its principal place of business located at 6100 Technology Center Drive, Building K, Indianapolis, IN 46278.

"Order Form" means a hc1.com renewal notification or order form in the name of and executed by Customer or a Customer Affiliate and accepted by hc1.com which specifies the Service and Professional Services to be provided by hc1.com subject to the terms of the Agreement.

"Professional Services" means services performed by hc1.com's services team, including, but not limited to, initial activation, configuration, business intelligence reporting, and training.

"Service" means hc1.com's online business application suite of services and solutions as described in marketing materials or other documentation and that is purchased by Customer from hc1.com in an Order Form from time to time, including associated offline components, but excluding Third Party Applications and Professional Services. The "Service" may also be referenced as the "Subscription Service" from time to time.

"Subscription Fees" means the fees paid by Customer for the Service as provided on an Order Form.

"Third Party Applications" means online, Web-based applications and offline software products that are provided by third parties, and interoperate with the Service.

“Users” means individuals who are authorized by Customer to use the Service, for whom subscriptions to a Service has been purchased, and who have been supplied user identifications and passwords by Customer (or by hc1.com at Customer’s request). Users may include but are not limited to Customer and Customer’s Affiliates’ employees, consultants, contractors, and agents.