

**PAYRIGHT HEALTH SOLUTIONS, LLC
TERMS OF SERVICE**

1. Legal Agreement:

These Terms of Service ("**Agreement**") are made and entered into by and between PayRight Health Solutions, LLC, a Delaware limited liability company ("**PayRight**") and Customer effective as of the date Customer accepts the Agreement by clicking the checkbox or "**I AGREE**" during your enrollment process as set forth herein. The terms and conditions of this Agreement shall govern the Service(s) to be provided by PayRight to Customer and Customer's use of the Service. The terms of this Agreement shall also govern each Authorized User's use of the Service and use of the Service by the Authorized User constitutes acceptance of the terms of this Agreement by such Authorized User.

2. Definitions.

"**Authorized User**" means a Customer employee, independent contractor or consultant who is authorized to use the Service for and on behalf of Customer, and who has been supplied a user identification and password by a Customer representative or PayRight at Customer's request. Any such consultants and independent contractors of Customer using the Service may use the Service only for the benefit of Customer and not for their own or any other company's business operations.

"**Confidential Information**" means all information of either PayRight or Customer that is not generally known to the public, whether of a technical, business or other nature, that is disclosed by either PayRight or Customer (in such context, the "Disclosing Party") to the other party (in such context, the "Receiving Party"), in writing or orally, or that is otherwise learned by the Receiving Party in the course of its discussions or business dealings with, or its physical or electronic access to the premises or systems of, the Disclosing Party, and that has been identified as being proprietary and/or confidential or that by the nature of the information or the circumstances surrounding the disclosure or receipt ought to be treated as proprietary and confidential, whether or not any such information is marked or otherwise identified as being confidential or proprietary. Confidential Information of PayRight includes the Service, Documentation and Software and any pricing, sales, implementation, training and support processes and materials. Confidential Information shall not include any information that: (i) is or becomes generally available to the public other than as a result of a breach of this Agreement by Receiving Party; (ii) was within the possession of the Receiving Party prior to it being furnished to the Receiving Party by or on behalf of the Disclosing Party; (iii) becomes available to the Receiving Party on a nonconfidential basis from a source other than the Disclosing Party, provided that such source is not bound by an obligation of confidentiality to the Disclosing Party or any other party with respect to such information; or (iv) was independently developed by the Receiving Party without use of or reference to the Disclosing Party's Confidential Information, provided such development can reasonably be proven by the Receiving Party by competent evidence.

"**Customer**" means the legal entity on behalf of which the Order Form is executed or these Terms are accepted when registering for the Service.

"**Documentation**" means PayRight's online user guides, documentation, and help and training materials, as updated from time to time, accessible via the Site or the Service.

"**Enrollment Form**" means a signed agreement or web-based enrollment application or registration form completed by Customer when purchasing the Service, including any addenda and supplements thereto.

"**Patient End Users**" means any of Customer patients accessing and using the patient portal function of the Service to manage payments and other interactions with Customer.

"**Service**" means PayRight's proprietary revenue management solution made available by PayRight to healthcare providers and others on a "Software as a Service" basis.

"**Service Portal**" means the web site at www.payrighthealth.com and/or such other web site(s) that PayRight specifies for Customer's access and use of the Service.

"Software" means PayRight's proprietary software underlying and to deliver the Service, and all updates and associated documentation thereto made available as a part of the Service pursuant to this Agreement.

"Subscription Term" means the period for which Customer has agreed to purchase and subscribe to the Service.

"Customer Data" means the information, results and data entered into, created by or processed by the Service by or for Customer or an Authorized User, including Patient End User Data. **"Patient End User Data"** means the information provided by a Patient End User using the patient portal function of the Service or information identifying or relating to a Patient End User entered into the Service by Customer or an Authorized User, and which may include personally-identifying information or protected health information ("**PHI**").

3. Service.

3.1 During the applicable Subscription Term and subject to the restrictions in this Agreement, including payment of all applicable fees, PayRight will provide the Service for use by Customer and the Authorized Users and solely for Customer's internal business use. Customer and the Authorized Users may use and access the Service solely through the Service Portal. Customer's rights to use the Service are non-exclusive, non-transferable, and non-sublicensable.

3.2 As part of the Service and subject to payment of any applicable fees, PayRight will provide its standard support for the Service at no additional charge, and/or upgraded support if available and purchased by Customer.

- (a) Standard Support includes: (i) reasonable customer support through telephone, email and the Service Portal during PayRight's customary business hours; (ii) PayRight will use its reasonable efforts to make the Service available on a 24x7x365 basis, subject to events beyond the reasonable control of PayRight and downtime for scheduled and unscheduled maintenance; and (iii) PayRight will use its reasonable efforts to correct reported errors that it is able to reproduce in a reasonable time and manner. PayRight agrees to use reasonable efforts to notify Customer in advance of scheduled maintenance, through the Service Portal or email.
- (b) Upon any identification of an error in the Service by Customer or its Authorized Users, Customer will notify PayRight and provide a description of the problem and any reasonable information and assistance requested by PayRight in reproducing and correcting such error.
- (c) PayRight will not be responsible for correcting any errors arising out of (i) unauthorized use of the Service or use in excess of any applicable usage limits by Customer; (ii) failure to meet the system requirements for the Service set forth in the Documentation; or (iii) use in relation to any third party software or products.

3.3 PayRight may from time to time modify the Service Portal and the Service and add, change, or delete features of the Service in its sole discretion, without notice to Customer; provided that such changes shall not materially decrease the intended operation of the Service without Customer's prior written consent. PayRight will use commercially reasonable efforts to post information on the Service Portal regarding material changes to the Service. Customer understands that some changes may require Customer or its Authorized Users or Patient End Users to learn how to use the updated Service and functions.

3.4 The Service may be used and accessed for purposes of Customer's internal business purposes only and only by the Authorized Users. Customer shall be fully responsible for use of the Service by Authorized Users and their compliance with the terms of this Agreement. Customer and Authorized Users shall not (i) use the Service to process payments or manage payments for any third party other than its own Patient End Users, or license, sublicense, sell, resell, transfer, assign, distribute or otherwise commercially exploit or make available to any third party the Service in any way; (ii) modify or make derivative works based upon the Service; (iii) reverse engineer the Service or the Software comprising the

Service; or (iv) access or use the Service in order to build a competitive product or service. Customer may use the Documentation solely to support its authorized use of the Service and will not disclose the Documentation to any third party. Customer shall be solely responsible for providing computers, systems and connectivity to meet the system requirements for the Service as set forth in the Documentation.

3.5 Customer acknowledges that it is solely responsible for: (a) all use of the Service made using its user names, userIDs and passwords, including its Authorized Users, and (b) maintaining the confidentiality of the user names, userIDs and passwords. Only one individual may access the Service at the same time using the same user name, userID or password. Customer agrees to notify PayRight immediately of any unauthorized use of an Authorized User's email address, user name or user ID or password, or any other breach of security regarding the Service of which it becomes aware. Although Customer shall have the right to designate Authorized Users, PayRight may require each Authorized User to accept and agree to these Terms of Service as such terms are applicable to such user.

3.6 Customer and each Authorized User warrants and agrees not to: (a) Violate any local, state, national or international law or regulation in connection with use of the Service, or otherwise use the Service in any way that is in furtherance of criminal, fraudulent, or other unlawful activity; (b) Interfere with or disrupt the Service or servers or networks connected to the Service; (c) Use any Patient End User Data other than as authorized by the Patient End User or other than in compliance with all applicable laws, rules and regulations; (d) Interfere with or attempt to interfere with any other person's use of the Service; (e) Gain access to or attempt to gain access to any account or Customer Data or Patient End User Data belonging to any other user of the Service or to which it does not have permission; (f) Use the Service to send or otherwise make available any viruses, Trojan horses, worms, corrupted files, or any other similar software or technology that may damage the operation of another's computer or property; (g) Use the Service in a manner that results in excessive bandwidth usage, as determined in PayRight's sole discretion; or (h) interfere with or disrupt the integrity or performance of the Service or any third-party data contained therein. PayRight reserves the right to suspend or prohibit access to the Service by any Authorized User or Patient End User if in PayRight's reasonable determination such action is required to prevent a violation of this Agreement or to protect the Service, Customer or Patient End User Data, any data or accounts of other users of the Service or otherwise.

3.7 The Service may be subject to usage limits, including, for example, the number of transactions processed during a month or under Customer's purchased subscription/pricing package. If Customer exceeds a contractual usage limit, Customer shall pay PayRight for such excess usage at PayRight's then current rates. Customer acknowledges and agrees that use of the Service will necessitate Customer entering into a separate agreement with a payment processing company that is integrated with the Service.

3.8 As agreed upon between the parties, PayRight may provide certain implementation and consulting services ("Professional Services") in connection with Customer's use of the Service, including without limitation, populating the Service with relevant Customer Data to enable use of the Service. Fees for such Professional Services will be as set forth in the Enrollment Form or in a separate agreement between the parties. Any services not set forth herein or in an Enrollment Form ("Additional Services), including detailed advice and support, on-site service, merchant services, data conversion or other consulting services, shall be performed as agreed between the parties and at PayRight's then-current hourly rates.

4. Intellectual Property.

4.1 Customer agrees that PayRight and its licensors, if any, own all intellectual property rights in and to the Service, the Software and the Service Portal. Customer or Authorized User, as the case may be, will not reverse engineer, decompile or disassemble the Software, or otherwise attempt to reconstruct or discover the source code for the Software. Additionally, PayRight shall retain ownership of all intellectual property rights in all software, documentation, and other inventions and work product developed by PayRight as a result of any services performed by PayRight under this Agreement. Subject to the limited rights expressly granted to Customer and the Authorized Users hereunder, PayRight reserves all rights in the Service, Service Portal, and Software, including all intellectual property rights.

4.2 PayRight shall have a royalty-free, worldwide, transferable, irrevocable and perpetual license to use or incorporate into the Service any suggestions, ideas, enhancement requests, corrections, feedback, or other information provided by Customer or any Authorized User relating to the Service without payment or other obligation.

4.3 PayRight's trademarks include PAYRIGHT and the PAYRIGHT logo and shall remain the sole and exclusive property of PayRight. Neither Customer nor any Authorized User may use PayRight's trademarks without the prior written consent of PayRight. Any other company or product names used on the Site or in connection with the Service are the property of the respective trademark owner.

5. Fees and Expenses.

5.1 Customer shall pay PayRight all applicable fees associated with the Service as set forth in the Service and/or Enrollment Form, and in accordance with the payment terms set forth therein. Except as otherwise set forth in an Enrollment Form or as specified herein, all payment obligations are non-cancelable and fees paid are non-refundable.

5.2 PayRight will invoice Customer on a monthly basis and/or otherwise in accordance with the Enrollment Form and such funds will be automatically withdrawn from the provided customer account via the ACH information provided. Unless otherwise stated in the Enrollment Form, invoiced charges are due net 10 days from the invoice date. Customer is responsible for providing complete and accurate billing and contact information to PayRight and notifying PayRight of any changes to such information. Past-due payments will be subject to late payment charges of the lesser of: (a) one and one-half percent (1 ½ %) per month, or (b) the maximum rate allowed by law.

5.3 Customer shall be responsible for all applicable taxes, however designated, incurred in connection with this Agreement, including but not limited to state and local privilege, excise, sales, VAT, and use taxes and any taxes or amounts in lieu thereof paid or payable by PayRight, but excluding taxes based upon the net income of PayRight.

5.4 If a payment becomes thirty (30) days or more overdue, PayRight reserves the right, without limiting any of its other rights and remedies, to suspend Customer's and each Authorized User's and Patient End User's access to the Service without liability to Customer or any other party, until payment is made in full. PayRight will give Customer at least five (5) days' written notice to Customer that Customer's account is overdue before suspending the Service. If any payment becomes sixty (60) days or more overdue, PayRight may terminate this Agreement upon written notice to Customer.

6. Confidential Information.

6.1 A Receiving Party agrees: (a) to hold the Disclosing Party's Confidential Information in confidence, and to protect the Disclosing Party's Confidential Information in the same manner that it protects the confidentiality of its own similar confidential information (but in no event using less than reasonable care); and (b) except as expressly authorized by this Agreement, not to, directly or indirectly, use, disclose, copy, transfer or allow access to the Disclosing Party's Confidential Information. Without limiting the foregoing, Customer shall disclose and allow access to the Service only for the purpose of supporting and augmenting Customer's use of the Service. Notwithstanding the foregoing, a Receiving Party may disclose Confidential Information of the Disclosing Party as required by applicable law, applicable regulatory authorities, or court order; provided, however, that in such event, such party shall use its reasonable efforts to inform the other party prior to any such required disclosure.

6.2 Each party acknowledges and agrees that any violation of this Section 6 may cause the Disclosing Party irreparable injury for which the Disclosing Party would have no adequate remedy at law, and that the Disclosing Party shall be entitled to preliminary and other injunctive relief against the Receiving Party for any such violation or to prevent any such violation. Such injunctive relief shall be in addition to, and not in limitation of, all other remedies or rights that Disclosing Party shall have at law or in equity.

6.3 Customer agrees to the terms of PayRight's privacy statement, which is located at

<http://payrighthealth.com/static/privacypolicy.pdf> and is incorporated herein by reference (including any changes to PayRight's privacy statement made in accordance with its terms).

6.4 Upon termination or expiration of this Agreement and except as otherwise set forth herein, the receiving party will destroy all Confidential Information delivered or disclosed to the receiving party, together with all copies in existence thereof at any time made by the receiving party.

7. Security; Data

7.1 PayRight agrees to use reasonable firewalls and other security measures and processes to protect Customer Data against unauthorized use and access in accordance with generally accepted industry standards. However, Customer acknowledges and agrees that applications, systems and data that are made available over the Internet are inherently insecure against motivated individuals and Provider shall have no obligation or liability for any breach of such firewalls or security measures as a result of same.

7.2 All Customer Data shall be the property of Customer or the Patient End User, as the case may be. Customer shall be solely responsible for the accuracy, quality, integrity, legality, reliability and correctness of all Customer Data provided by Customer and its Authorized Users and for updating the Customer Data as necessary. PayRight shall not have any obligation to monitor, edit or verify the Customer Data or to verify any Patient End User Data provided by a Patient End User, including payment information. PayRight shall not disclose the Customer Data to any third party other than Authorized Users and as otherwise necessary for the purpose of providing the Service, including to payment processors, eligibility partners, statement providers and merchants. PayRight may access Customer's and any Authorized User's account to respond to or investigate service or technical problems or as required by applicable law. PayRight agrees that it shall use the Customer Data only as required for the purposes of the Service and as otherwise set forth herein. Customer and the Authorized Users shall be responsible for maintaining backup copies of Customer Data.

7.3 Customer hereby agrees and grants the right to PayRight to use, store, process, display and transmit Customer Data as necessary for provision of the Service. Customer is responsible for obtaining and maintaining any Patient End User consents and authorizations that may be required for Customer's use of the Service and PayRight's use of Patient End User Data in connection with its provision of the Service. Customer further agrees that PayRight may aggregate, analyze and use Customer Data (excluding PHI unless de-identified in accordance with the BAA and excluding other personally-identifiable information and cardholder transaction data) ("Aggregate Data") including for purposes of improving, developing and enhancing PayRight's products and services, market research, creation, distribution or sale of market data and white papers, combining such Aggregate Data with other data, and for quality control purposes. To the extent required by a Customer as a "Covered Entity", the parties agree that the terms of the Business Associate Agreement (the "BAA") at <http://payrighthealth.com/static/baa.pdf> shall apply to and govern PayRight's and Customer's use of the Service.

8. Warranties; Disclaimers.

8.1 Customer and PayRight each warrant respectively that such party has full legal authority to enter into this Agreement and is not bound by any contractual or legal restrictions from fulfilling their obligations hereunder. Customer represents that it has the authority and right to provide the Customer Data as required for the Service. In addition, PayRight warrants that the Service will substantially conform to the written or electronic Documentation provided by PayRight in connection with the Service, under normal use circumstances.

8.2 WARRANTIES; DISCLAIMERS.

- (a) PAYRIGHT DOES NOT WARRANT THAT THE SERVICE WILL OPERATE WITHOUT INTERRUPTION OR ERROR-FREE, OR THAT THE SERVICE WILL BE TOTALLY SECURE. UNDER NO CIRCUMSTANCES WILL PAYRIGHT BE HELD LIABLE FOR ANY LOSS OF CUSTOMER DATA. TO THE EXTENT THAT DATA IS BEING TRANSMITTED OVER THE INTERNET HEREUNDER, CUSTOMER ACKNOWLEDGES THAT PAYRIGHT HAS NO CONTROL OVER THE FUNCTIONING OF THE INTERNET, AND PAYRIGHT MAKES NO REPRESENTATIONS OR WARRANTIES OF ANY KIND REGARDING THE PERFORMANCE OF THE INTERNET. TO THE FULLEST EXTENT ALLOWED BY APPLICABLE LAW AND EXCEPT AS OTHERWISE SET FORTH HEREIN, CUSTOMER ACKNOWLEDGES AND AGREES THAT THE SERVICES AND USE OF SOFTWARE ARE PROVIDED "AS IS;" AND THAT PAYRIGHT MAKES NO (AND, EXCEPT AS PROVIDED HEREIN, HEREBY DISCLAIMS ALL) WARRANTIES OR REPRESENTATIONS OF ANY KIND WHATSOEVER, WHETHER WRITTEN OR ORAL, EXPRESS, IMPLIED, OR STATUTORY, INCLUDING ANY IMPLIED WARRANTIES OF MERCHANTABILITY, OF TITLE, AGAINST INFRINGEMENT, OR FITNESS FOR A PARTICULAR PURPOSE WITH RESPECT TO THE USE, MISUSE, OR INABILITY TO USE THE SERVICE OR SOFTWARE OR ANY OTHER PRODUCTS OR SERVICE PROVIDED BY PAYRIGHT, OR THEIR QUALITY OR RELIABILITY, OR OTHERWISE ARISING UNDER THESE TERMS. CUSTOMER FURTHER UNDERSTANDS THAT SUCCESSFUL USE OF THE SERVICE IS DEPENDENT ON CUSTOMER'S USE OF PROPER PROCEDURES AND SYSTEMS AND DATA INPUT.
- (b) CUSTOMER ACKNOWLEDGES THAT IT IS CUSTOMER'S RESPONSIBILITY TO HAS INDEPENDENTLY DETERMINE THAT THE SERVICE AND DOCUMENTATION MEET ITS BUSINESS REQUIREMENTS AND THAT IT SHALL NOT RELY ON ANY REPRESENTATION MADE BY PAYRIGHT AS TO THE SUITABILITY OF THE SERVICE OR DOCUMENTATION FOR ANY PARTICULAR PURPOSE.
- (c) PayRight does not represent or warrant that the Service will operate in an uninterrupted manner or that all errors in the Service and Documentation can or will be corrected nor will it be liable for damages resulting therefrom, except where any interruption or error is due to the gross negligence, recklessness or willful misconduct of PayRight. Customer shall be solely responsible for the accuracy, timeliness and completeness of any Customer Data or other information inputted into the Service, including all billing and coding of all medical services and PayRight is not liable for any payments for such medical services, or any disputes related thereto, for any reason.

9. Indemnification.

9.1 Customer on its own behalf and for each of its Authorized Users, at Customer's expense, shall indemnify, defend and hold PayRight and its officers, directors, owners, employees, service providers and affiliates harmless from and against all liability, damages, injuries, losses, costs and expenses (including attorney's fees) arising out of or relating to Customer's or Authorized User's use of the Service, including but not limited to liability, damages, injuries, losses, costs and expenses arising from any claims relating to: (a) Customer's or Authorized User's breach of any representations, warranties, or covenants in this Agreement, (b) Customer's or Authorized User's compliance or noncompliance with applicable laws and regulations; and (c) the provision of Customer's services to any Patient End User and the use of any Customer Data, including Patient End User Data, by Customer or the Authorized User.

9.2 PayRight, at its own expense, shall indemnify, defend and hold Customer and its officers, directors, owners and employees harmless from and against all third party liability, damages, claims, losses, costs and expenses alleging that use of the Service in accordance with this Agreement infringes any United States patent, copyright or trademark or to the extent arising from PayRight's gross negligence or willful misconduct.

9.2 An indemnified party shall notify the indemnifying party in writing if it becomes subject to any indemnified claim within a reasonable period of time and will provide reasonable information, assistance and cooperation in the investigation, defense or settlement of any indemnifiable claim. The indemnifying

party shall have the right to control the defense or settlement of any such claim. An indemnified party shall not settle or compromise a claim without the prior written consent of the indemnifying party.

10. Liability.

10.1 THE LIMIT OF PAYRIGHT'S LIABILITY (WHETHER IN CONTRACT, TORT, NEGLIGENCE, STRICT LIABILITY, OR BY STATUTE OR OTHERWISE) TO CUSTOMER OR TO ANY THIRD PARTY CONCERNING PERFORMANCE OR NON PERFORMANCE BY PAYRIGHT, OR IN ANY MANNER RELATED TO THIS AGREEMENT OR THE SERVICE, FOR ANY AND ALL CLAIMS SHALL NOT EXCEED IN THE AGGREGATE THE SUBSCRIPTION FEES PAID BY CUSTOMER TO PAYRIGHT HEREUNDER WITH RESPECT TO THE SERVICE AT ISSUE DURING THE TWELVE (12) MONTHS PRIOR TO THE DATE THAT THE RELEVANT CAUSE OF ACTION ACCRUED.

10.2 IN NO EVENT SHALL EITHER PARTY BE LIABLE FOR SPECIAL, CONSEQUENTIAL, INCIDENTAL, INDIRECT OR PUNITIVE LOSS, DAMAGE OR EXPENSES WHETHER ARISING IN CONTRACT OR TORT (INCLUDING BUT NOT LIMITED TO LOST PROFITS, LOSS OF DATA, OR THE COST OF RECREATING LOST DATA), EVEN IF IT HAS BEEN ADVISED OF THEIR POSSIBLE EXISTENCE.

10.3 THE LIMITATIONS SET FORTH IN THIS SECTION 10 SHALL NOT APPLY TO A PARTY'S INDEMNIFICATION OBLIGATIONS. THE ALLOCATIONS OF LIABILITY IN THIS SECTION REPRESENT THE AGREED AND BARGAINED FOR UNDERSTANDING OF THE PARTIES AND PAYRIGHT'S COMPENSATION REFLECTS SUCH ALLOCATION. THESE LIMITATIONS OF LIABILITY WILL APPLY NOTWITHSTANDING ANY FAILURE OF ESSENTIAL PURPOSE OF ANY LIMITED REMEDY.

11. Term and Termination.

11.1 The Subscription Term shall be as specified in the Enrollment Form. Except as otherwise specified in an Enrollment Form, subscriptions under this Agreement shall automatically renew for successive renewal terms (each renewal term being the same length as the Initial Subscription Term), unless either party provides written notice of its intent to terminate this Agreement at least thirty (30) days prior to the end of the Initial Subscription Term or applicable renewal term. PayRight may increase its pricing for any renewal term by providing Customer written notice of a pricing change, or by modifying the fees set forth on the Service Portal, at least sixty (60) days before the commencement of such renewal term, in which case the pricing will be effective upon renewal and thereafter.

11.2 Either party may terminate this Agreement (i) upon thirty (30) days prior written notice if the other party materially breaches any of the terms and conditions of this Agreement and such material breach is not cured within the thirty (30) day period, or (ii) if the other party becomes the subject of a petition in bankruptcy or any other proceeding relating to insolvency, receivership, liquidation or assignment for the benefit of creditors.

11.3 The terms provided in Sections 4, 6, 7, 8.2, 9, 10, 11.3, 13, and 14 of this Agreement shall survive any termination of this Agreement. In addition, upon termination Customer shall promptly pay PayRight all outstanding amounts due to PayRight under this Agreement. Upon termination of this Agreement, Customer shall have the right to request a file of the applicable Customer Data, which PayRight will make available within 30 days of such request. PayRight shall maintain the Customer Data for a sixty-day period following termination or expiration, and thereafter shall have no obligation to maintain any Customer Data stored in Customer's account and may delete all such Customer Data, unless otherwise required by applicable law and regulations. Upon termination or expiration of this Agreement, PayRight may immediately suspend all access and use of the Service by Customer or its Authorized Users or Patient End Users.

12. Independent Contractors; Publicity.

12.1 The parties are and intend to be independent contractors with respect to the services contemplated hereunder. PayRight agrees that neither it, its employees nor its contractors shall be

considered as having an employee status with Customer, Sponsor, or Research Site. No form of joint employer, joint venture, partnership, or similar relationship between the parties is intended or hereby created.

12.2 Customer agrees that PayRight may include Customer as a customer in promotional material for the Service and/or for PayRight, including use of Customer's logos, trademarks, trade names and similar identifying material. Customer can revoke this right by written notice (including email). Upon receipt and acknowledgment of such request, PayRight will use commercially reasonable efforts to remove any reference to Customer from such promotional material within 30 days and make no further reference to Customer. Upon PayRight's request, Customer agrees to participate in a mutually agreed press release regarding the relationship established by this Agreement.

13. Dispute Resolution.

13.1 The parties agree to work together in good faith to resolve any dispute regarding this Agreement internally and by escalating it to higher levels of management and optional mediation, prior to resorting to binding arbitration.

13.2 PayRight and Customer and Authorized User shall arbitrate any dispute resulting from or arising from these Terms. Any such arbitration shall be in accordance with the commercial rules of Judicial Arbitration and Mediation Services ("**JAMS**") in effect at the time the dispute is filed, except to the extent such rules conflict with these Terms. The cost of the arbitration will be borne equally by the Parties. Any such arbitration shall be held in Wilmington DE USA and directed by JAMS. Notwithstanding the foregoing or the then-current specified commercial rules of JAMS, the following shall apply with respect to the arbitration proceeding: (a) the arbitration proceedings shall be conducted by one (1) arbitrator selected by the parties, provided, if the parties fail to make such designation within five (5) days after receipt by JAMS of the demand for arbitration, JAMS shall make the appointment in its sole discretion of an arbitrator with expertise in the subject matter; (b) the arbitrator will apply Delaware law. The arbitrator will not be bound by legal rules of procedure, and may receive evidence in any manner designed to achieve an equitable result for the Parties; and (c) the existence, subject, evidence, proceedings and rulings resulting from the arbitration proceedings shall be deemed Confidential Information, and shall not be disclosed by either Party, their representatives, or the arbitrator, except: (i) to the professional advisors of each of the Parties; (ii) to investors, prospective investors, lenders or prospective lenders under terms of confidence or as required in connection with a public offering of securities of either of the Parties; (iii) as ordered by any court of competent jurisdiction; or (iv) as required to comply with any applicable governmental statute or regulation. All offers, promises, conduct, and statements, whether written or oral, made in the course of negotiation or arbitration hereunder are confidential, privileged, and inadmissible for any purpose, including, without limitation, impeachment, or estoppel, in any other litigation or proceeding involving any of the Parties, provided that evidence that is otherwise admissible or discoverable will not be rendered inadmissible or non-discoverable as a result of its use in the negotiation or arbitration. Either Party may seek equitable relief in arbitration prior to arbitration on the merits to preserve the status quo. EACH PARTY HEREBY IRREVOCABLY WAIVES, TO THE FULLEST EXTENT PERMITTED BY LAW, ALL RIGHTS TO TRIAL BY JURY IN ANY ACTION, PROCEEDING OR COUNTER-CLAIM (WHETHER IN CONTRACT, STATUTE, EQUITY, OR TORT (SUCH AS NEGLIGENCE)), OR OTHERWISE RELATING TO THESE TERMS.

13.3 This Agreement shall be interpreted, construed, and governed by the laws of the State of Delaware, without regard to its conflict of law provisions.

14. Miscellaneous.

14.1 Neither party shall be liable for any failure or delay in the performance of its obligations (except for payment obligations hereunder) due to causes beyond the reasonable control of the party affected, including but not limited to war, sabotage, insurrection, riot or other act of civil disobedience, strikes or other labor shortages, act of any government affecting the terms hereof, acts of terrorism, accident, fire, explosion, flood, hurricane, severe weather or other act of God, failure of telecommunication or internet service providers, and denial of service attacks or similar attacks.

14.2 This Agreement, including the Enrollment Form, BAA (if applicable) and PayRight's current support policies and any attachments hereto specifically agreed by the parties, constitutes the entire understanding of the parties with respect to its subject matter, and supersedes all prior or contemporaneous written and oral communications, understandings or agreements with respect to its subject matter. No modification or waiver of any provision of this Agreement, or of any rights or obligations of any party hereunder, will be effective unless in writing and signed by the parties except as set forth below. The failure by any party to exercise any right provided herein shall not be deemed a waiver or forfeiture of any such right. PayRight may amend these Terms at any time upon notice to Customer, which may be posted on the Service Portal, and which shall be effective thirty (30) days after such notice.

14.3 Customer shall have no right to assign this Agreement or any of Customer's obligations hereunder without PayRight's prior written consent. PayRight may assign this Agreement and any of its rights hereunder to third parties. Subject to the foregoing, this Agreement will bind and inure to the benefit of the parties, and their respective permitted successors and permitted assigns.

14.4 Every provision of this Agreement is intended to be severable. If any section of this Agreement is found to be invalid or unenforceable, then such section will be deemed amended and interpreted, if possible, in a way that renders it enforceable. If such an interpretation is not possible, then the section will be deemed removed from this Agreement and the rest of this Agreement will remain in full force and effect.

14.5 There are no intended third-party beneficiaries under this Agreement.

14.6 Customer agrees to comply with all relevant export laws and regulations, including, but not limited to, the U.S. Export Administration Regulations and Executive Orders ("**Export Controls**"). Customer warrants that Customer is not a person, company or destination restricted or prohibited by Export Controls ("**Restricted Person**"). Customer will not, directly or indirectly, export, re-export, divert, or transfer the Software or Service, any portion thereof or any materials, items or technology relating to PayRight's business or related technical data or any direct product thereof to any Restricted Person.

14.7 Customer will pay on demand all of PayRight's reasonable attorneys' fees and other costs incurred by PayRight to collect any fees or charges due to PayRight following Customer's breach of this Agreement.

14.8 Any notice to PayRight provided pursuant to these Terms shall be in writing (including email) and delivered to PayRight at 182 Watson Mill Road, Landenberg, PA 19350 or sales@payrighthealth.com. Customer agrees that PayRight may communicate with or send notices under this Agreement to Customer through electronic means including email, and Customer hereby consents to receive such communications and notices in electronic form and that such notices and communications satisfy any legal requirement, under this agreement or otherwise, that such notices or communications would satisfy if in hardcopy. Customer shall be responsible for maintaining its email address on file with PayRight.

14.8 **Trial Use.** PayRight may provide Customer with a limited trial or evaluation period for no or nominal consideration (a "Trial"). The following terms apply for any Trial use: (i) Notwithstanding any other provisions set forth herein, all Trial use is provided "AS-IS" without warranty of any kind, express or implied; (ii) unless Customer has otherwise notified PayRight and agreed upon subscription use terms, the Trial will automatically terminate at the end of the Trial use period; and (iii) any Customer Data entered into the Service during such Trial will be permanently deleted and lost upon expiration of the Trial unless Customer has purchased subscription use of the Service. Further, PayRight's warranties, obligations and support requirements shall not apply to Customer's use during such Trial. For clarification, PayRight shall not be responsible for any direct, indirect, consequential or other damages for such Trial use and Customer's sole remedy for any failure of the Service shall be to terminate the Trial.