

**Payerpath Terms and Conditions.** Client agrees that the Payerpath Services and associated products, services, and documentation set forth herein (the "**Allscripts Payerpath Services**") are subject to the terms and conditions set forth below. In case of conflict the below terms and conditions below shall control.

**Allscripts Payerpath Implementation Services:** The parties acknowledge and agree that the Allscripts Payerpath Services will be delivered remotely. Implementation Fees set forth on this Order are due upon delivery unless otherwise stated. Implementation services fees are required for each scheduled Go Live date. Unless otherwise stated in this Order, the Professional Services fees quoted for the Allscripts Payerpath Services is for one Go Live date and Client will have to purchase additional Professional Services for any subsequent Go Live dates. Notwithstanding any other sections of this Order, for purposes of this Order, "**Go-Live**" means the earlier of i) the date Allscripts has completed its portion of the implementation Services required for production use of the Allscripts Payerpath Services, ii) the date Allscripts has granted access or trained Providers, or iii) the date of Client's first transaction submission.

**Allscripts Payerpath Fees:** All Provider count based monthly fees are assessed based on (a) the Provider count set forth in this Order for the first month of the Allscripts Payerpath Services term; and (b) for future months, the greater of i) the actual Provider count at the end of the prior month of Allscripts Payerpath Services or ii) the Provider count set forth in this Order. Client shall notify Allscripts in writing of any Provider to be removed from monthly service fees prior to the applicable month for which the removal is effective. Allscripts retains the right to audit Client's Provider count and increase such fees according to total number of Providers utilizing the Allscripts Payerpath Services. All volume/transaction based Allscripts Payerpath Services will require a minimum Provider per month spend set forth in this Order, if applicable. Such volume/transaction based monthly fees, if any, will be invoiced at the end of the month. Allscripts Payerpath Services monthly fees are subject to increases from time to time to reflect changes in postal rates. Following any annual term of the Allscripts Payerpath Services, Allscripts may increase such fees. For purposes of this Order, a "**Provider**" is defined as a physician, nurse practitioner, physician assistant, or similar health care provider who submits twenty-five (25) more claims in a calendar month. Unless otherwise specified in the Order, invoicing for Allscripts Payerpath Services shall begin the earlier of four (4) months after the Effective Date or Client's first claims submission.

**Allscripts Payerpath Third Party Vendors:** Allscripts is reliant on third party vendors in facilitating the provision of Allscripts Payerpath Services to Client hereunder ("**Third Party Vendors**"). Client shall accept and agree to and, as necessary, complete and execute with the applicable Third Party Vendor(s), in the time frame reasonably specified by Allscripts, any agreement designated by the Third Party Vendor as required for performance of the corresponding Allscripts Payerpath Services ("**Third Party Vendor Agreement**"). Allscripts shall not be responsible for any performance or non-performance under any Third Party Vendor Agreement.

**Allscripts Payerpath Claims Submission Services:** Client shall maintain a permanent, complete and accurate record of all claims transmitted via the Allscripts Payerpath Services, including the number of claims per transmission and the total dollar amount of each transmission. All such records shall be retained and preserved for at least eighteen (18) months from the date of transmission and shall be subject to inspection, copying, and audit by Allscripts upon Allscripts written request. It is the responsibility of Client to ensure that claims are filed and received by payer within payer's prescribed time limit for filing. Allscripts reports detailing transmitting claims are not evidence of payer's receipt of such claims.

**Allscripts Payerpath Disclaimer:** All Allscripts Payerpath Services are provided on an "As Available" basis. Notwithstanding anything to the contrary set forth in this Order, Allscripts shall not be responsible for any errors or omissions in any claims received from Client or transmitted to payers unless directly caused by Allscripts' gross negligence or willful misconduct. Client specifically acknowledges that Allscripts is not a payer of claims, that Allscripts will have no liability whatsoever for the payment of any claims and that the submission of claims through the Allscripts system is not a promise to pay or a guarantee of payment by Allscripts. It is the responsibility of Client to review transmission reports sent to Client by Allscripts and to immediately notify Allscripts of any error, omission, or other discrepancy. Allscripts shall not be responsible for any unauthorized or other improper transmission by or on behalf of Client. ALLSCRIPTS DISCLAIMS ALL WARRANTIES RELATED TO THE ALLSCRIPTS PAYERPATH SERVICES, SERVICES, SUPPORT, AND OTHER ITEMS SUPPLIED BY ALLSCRIPTS, INCLUDING (A) IMPLIED WARRANTIES OF MERCHANTABILITY, NON-INFRINGEMENT, AND FITNESS FOR A PARTICULAR PURPOSE (WHETHER OR NOT ALLSCRIPTS KNOWS OR HAS REASON TO KNOW OF THE PURPOSE); (B) ANY WARRANTY REGARDING ANTICIPATED RESULTS; AND (C) ANY WARRANTY OF UNINTERRUPTED, TIMELY, OR ERROR-FREE OPERATION. By party opt-out or otherwise, UCITA (as adopted in any state) does not apply to this Order.

**Allscripts Payerpath Limitation of Liability:** With respect to process or transmission errors relating to the Allscripts Payerpath Services, as Client's sole and exclusive remedy, Allscripts will use commercially reasonable efforts to reprocess or resubmit the applicable claims. To the maximum extent permitted by applicable law, Allscripts and its third party vendors are not liable for any subject matter of this Order under any legal or equitable theory for: (i) any amounts in excess of, in the aggregate for all claims, the greater of (a) the total amount paid by Client to Allscripts for the applicable service giving rise to the initial claim for the two (2) months preceding the event causing such initial liability or (b) three thousand dollars (\$3,000); or (ii) any cost of cover, any loss of revenue or profits or lost business, or any special, incidental, consequential, exemplary, punitive, or other indirect damages of any character, even if advised of damages possibility. These limitations apply notwithstanding any failure of essential purpose of any limited remedy or anything else (although additional limitations may apply). For clarification, any credits paid by Allscripts will reduce Allscripts' liability cap on a dollar-for-dollar basis and will not be deemed an admission of fault.