

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

Veradigm Payerpath Implementation Services: The parties acknowledge and agree that the Veradigm 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 Veradigm 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 Veradigm has completed its portion of the implementation Services required for production use of the Veradigm Payerpath Services, ii) the date Veradigm has granted access or trained Providers, or iii) the date of Client's first transaction submission.

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

Veradigm Payerpath Third Party Vendors: Veradigm is reliant on third party vendors in facilitating the provision of Veradigm 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 Veradigm, any agreement designated by the Third Party Vendor as required for performance of the corresponding Veradigm Payerpath Services ("**Third Party Vendor Agreement**"). Veradigm shall not be responsible for any performance or non-performance under any Third Party Vendor Agreement.

Veradigm Payerpath Claims Submission Services: Client shall maintain a permanent, complete and accurate record of all claims transmitted via the Veradigm 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 Veradigm upon Veradigm 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. Veradigm reports detailing transmitting claims are not evidence of payer's receipt of such claims.

Veradigm Payerpath Disclaimer: All Veradigm Payerpath Services are provided on an "As Available" basis. Notwithstanding anything to the contrary set forth in this Order, Veradigm shall not be responsible for any errors or omissions in any claims received from Client or transmitted to payers unless directly caused by Veradigm's gross negligence or willful misconduct. Client specifically acknowledges that Veradigm is not a payer of claims, that Veradigm will have no liability whatsoever for the payment of any claims and that the submission of claims through the Veradigm system is not a promise to pay or a guarantee of payment by Veradigm. It is the responsibility of Client to review transmission reports sent to Client by Veradigm and to immediately notify Veradigm of any error, omission, or other discrepancy. Veradigm shall not be responsible for any unauthorized or other improper transmission by or on behalf of Client. VERADIGM DISCLAIMS ALL WARRANTIES RELATED TO THE VERADIGM PAYERPATH SERVICES, SERVICES, SUPPORT, AND OTHER ITEMS SUPPLIED BY VERADIGM, INCLUDING (A) IMPLIED WARRANTIES OF MERCHANTABILITY, NON-INFRINGEMENT, AND FITNESS FOR A PARTICULAR PURPOSE (WHETHER OR NOT VERADIGM 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.

Veradigm Payerpath Limitation of Liability: With respect to process or transmission errors relating to the Veradigm Payerpath Services, as Client's sole and exclusive remedy, Veradigm will use commercially reasonable efforts to reprocess or resubmit the applicable claims. To the maximum extent permitted by applicable law, Veradigm 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 Veradigm 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 Veradigm will reduce Veradigm's liability cap on a dollar-for-dollar basis and will not be deemed an admission of fault.