

EDI TRANSACTION AGREEMENT

Revised January 1, 2018

This Agreement is hereby incorporated into the DAS Program Agreement. All terms contained therein shall apply hereto, including the DAS Standard Incorporated Terms & Conditions (“DAS Standard Terms”), incorporated by reference. In the event of any conflict between the agreements with respect to the subject matter contained herein, the terms of this Agreement shall prevail.

1. SERVICES.

During the term of this Agreement and subject to the terms and conditions hereof, including timely payment of the applicable EDI, eRx and additional Third Party Services Fees described in the Client Order Form (COF), DAS will provide Transaction Services and Reporting Services to Client.

a. Verification. DAS may verify the number of records and Transactions submitted by Client and the total dollar amount of the Transactions that were actually received and processed by DAS.

b. Information Security and Backup. DAS is not responsible for either record keeping or security backup of any Transaction information, or for loss of data.

c. Client Support. DAS provides client support pursuant to the DAS Service Level Agreement (SLA) incorporated herein, and available online at <http://www.DAShealth.com/documents/>. DAS will provide customer support to Client with respect to transfer of files between Client and DAS, report interpretation, and troubleshooting of the reasons for rejection of a Transaction by DAS. Response time for support requests will be based on the nature of the request and the severity of the problem.

e. Suspension of Services. DAS may, from time to time in its sole and reasonable discretion, without any liability to Client, suspend any part of the Services to correct Service-related problems; provided, however, that DAS notifies Client within a reasonable time before the suspension of Services (or, if the suspension was not foreseen by DAS, within a reasonable time after the suspension begins). DAS may also revise, modify, update or otherwise suspend any part of the Services, from time to time, as reasonably required to maintain or enhance the Services, provided that it provides reasonable advance notice to Client, or for non-payment without any notification.

2. CUSTOMER OBLIGATIONS.

a. File Format. In the event that Client is using PM software through DAS, such software is in a compliant file format. In all other cases: Client will provide to DAS a comprehensive sampling of the file format generated by Client’s system to enable development of Specifications by DAS. The file format must be ANSI 837-4010 or other formats approved by DAS. DAS makes no guarantee that any particular sampling provided by Client will be sufficient to create the Specifications. If the sampling is insufficient, DAS will notify Client, who will provide a new sampling. Client will provide DAS with 60 days prior written notice before requesting any changes to its electronic Transaction requirements, including its file format. To the extent that the changes are HIPAA compliant, DAS may accommodate the changes as an Additional Charge. DAS may terminate this Agreement upon the effective date of the changes to Client’s requirements if any changes are not HIPAA compliant and DAS does not wish to accommodate those changes, in which case Early Termination fees will apply. For purposes of this Section, a “HIPAA-compliant format” is one that is mandated under HIPAA.

b. Submission. Client must submit accurate and complete Transaction information to DAS in compliance with the Specifications. DAS has no obligation to verify or inspect the information furnished, except as set forth in Section 1.a. DAS may, but is not required to, detect defects in Transaction information. If DAS detects a defect in information concerning a Transaction, DAS will reject and process, but not transmit, that defective Transaction. DAS will send a report to the Client listing the defective Transaction. Client is responsible for resubmission of any Transactions rejected by DAS or the designated payer.

c. Authorization. Client guarantees that all Transactions it submits to DAS are on behalf of Providers that have executed appropriate written authorizations for such submission. A copy of the authorization will be furnished to DAS upon request.

d. Information Backup & Security. Client is responsible for all storage and backup of all Transaction information. Both parties will implement reasonable procedures to ensure that electronic Transactions and notices are authentic, accurate, reliable, and secure.

e. Compliance with Laws. Client hereby acknowledges and agrees that (i) as between Client and DAS, it is solely the Client’s responsibility to retain any records

of medical claims and related patient information submitted to DAS for processing as may be required by applicable federal, state and local laws and regulations; and (ii) DAS is merely a processor and transferor of data and is not obligated to retain any files or copies or back-up thereof. Client will remain compliant in all material respects with all applicable law or industry practice and will obtain any authorization required by applicable law, industry practice or otherwise in connection with the aspect of the Transaction submission process for which it is responsible.

f. Eligibility. If and when service is available, Client acknowledges and agrees that: (i) where the recipient of medical services has requested Medicaid payment for those medical services, access to eligibility information will be restricted to the sole purpose of verification of Medicaid eligibility; (ii) verification of eligibility under the system is not a guarantee of payment and the records as to the recipient's eligibility status will be the final authority; and (iii) Client will indemnify and hold harmless both DAS and any State, and each of their agents and employees, from and against any and all claims brought by any party, including Client or any recipient, who is aggrieved by the actions of any party hereunder.

g. Cooperation. Client will comply with DAS's procedures to secure any authorizations then required by DAS, applicable law, or industry practice in connection with its transmission process, and, if applicable, to maintain Transaction data transmitted through the Services and afford payers access thereto in accordance with procedures then required by DAS, applicable law or industry practice. Client hereby appoints DAS as its attorney-in-fact for the limited purpose of using the information Client provides to submit electronic Transactions and sign hard copy (paper) Transactions on Client's behalf to third-party payers or processors, including, but not limited to, commercial insurers, Medicare, Medicaid and government agencies, and, where appropriate, agencies or carriers covering work-related accident or illness benefits where Client's signature is required for Transaction processing. Client acknowledges that DAS is not responsible for any claim, whether Medicare, Medicaid, work related accident or illness claim, or other insurance claim, and Client retains all liability on all claims and agrees to indemnify and hold DAS harmless on account of all such claims, including the reconciliation or adjustment of any claim.

h. Fees. Client will pay to DAS the fees set forth in the Client Order Form (COF), and Client agrees that such payment will be due for Validated Transactions processed and submitted to a payer regardless of

whether the Transactions are favorably adjudicated by the payer; provided, however, that DAS will be paid only once for each Validated Transaction.

j. Pass-through fees. If there is an increase in any communications tariffs related to the Services, including, without limitation, government-imposed access fees, fees related to changes in laws or regulations, or other increase outside DAS's control, and if DAS intends to pass these increases through to Client, DAS will provide Client with 30 days written notice, including documentation related to the increases, of DAS's intent to pass the increases through to Client.

3. INDEMNIFICATION.

In the event of any third-party claim, demand, or allegation against DAS related in any way to the Transactions processed hereunder, Client will, at its expense, indemnify, defend and hold DAS harmless from and against any such claim or allegation, including any related damages, losses, liability, costs and expenses (including reasonable attorneys' fees), provided that (i) Client has the sole and exclusive authority to defend and settle any such claim or action, except that no settlement will require DAS to make payments or place other liability on DAS without its written authorization, (ii) DAS cooperates with Client at Client's expense, (iii) DAS notifies Client of the claim or allegation promptly after receipt of any notice thereof, written or oral, or service of process, provided that failure to promptly notify Client will only relieve Client from its obligation to indemnify and defend DAS if Client is prejudiced by the delay; and (iv) Client will not have any obligation to indemnify or defend DAS if the claim or allegation is based on an error or omission due to DAS's gross negligence or intentional misconduct. Client's obligation of indemnity expressly covers any claim, demand, or allegation related to the content, format, inaccuracy or incompleteness of any Transaction data as delivered to DAS by Client, or which allegedly or in fact arises out of any other errors, omissions or fault of Client. The obligation of indemnity in this Section 3 is in addition to, and not in lieu of, other obligations of indemnity herein, including but not limited to those set forth in Section 2.

4. REPRESENTATIONS & WARRANTIES; EXCLUSION & LIMITATION OF LIABILITY; LIMITED REMEDY.

a. Mutual. Each party represents and warrants that it has full power and authority to execute, deliver, and perform under this Agreement, and that the Agreement has been duly authorized, signed, and

delivered by each party and constitutes a legal, valid, and binding obligation of both parties, enforceable against it in accordance with its terms except as the same may be limited by bankruptcy, insolvency, reorganization, or other laws relating to or affecting creditors' rights generally. No consent, approval, authorization, order, registration or qualification of or with any court or government agency or body having jurisdiction over a party is required for performance of the Agreement by either party. Agreement and consent to the DAS Program Agreement includes agreement and consent to this Agreement by incorporation therein.

b. By DAS. DAS represents and warrants that the Transaction Services will be performed materially in accordance with the Specifications and this Agreement; provided that this representation and warranty excludes any errors or omissions or other failures to perform in accordance with the Specifications or this Agreement that are related to the interface with or other problem caused by a third party's systems or activities. DAS will use commercially reasonable and timely efforts to remedy any error reproducible by DAS that is detected by Client and reported to DAS and that inconsistent with this warranty.

c. Limitation & Disclaimer of Warranties. DAS does not warrant uninterrupted or error-free operation of Services. **ALL REPRESENTATIONS AND WARRANTIES OF THE PARTIES HERETO ARE SET FORTH HEREIN, AND EACH PARTY EXPRESSLY DISCLAIMS ALL OTHER REPRESENTATIONS AND WARRANTIES, EXPRESS, IMPLIED, OR STATUTORY, INCLUDING ANY IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT, OR TITLE. THE WARRANTIES MADE HEREIN ARE SOLELY FOR THE BENEFIT OF DAS AND CLIENT.**

d. Limited Remedy. THE SOLE AND EXCLUSIVE REMEDY AVAILABLE TO CLIENT FOR ANY BREACH OF THIS AGREEMENT, INCLUDING BUT NOT LIMITED TO SECTION 4.b., IS FOR DAS TO REPROCESS THE AFFECTED TRANSACTIONS AT DAS EXPENSE, WHICH RE-PROCESSING WILL BE DONE AFTER RECEIPT OF A WRITTEN REQUEST FROM CLIENT MADE WITHIN 45 BUSINESS DAYS AFTER THE ALLEGED BREACH. IN NO EVENT WILL DAS BE LIABLE TO CLIENT FOR ANY AMOUNT GREATER THAN THE AMOUNTS ACTUALLY PAID TO DAS BY THE CLIENT DURING THE 30 DAYS PRIOR TO ANY ALLEGED BREACH UNDER THIS AGREEMENT.

e. Exclusions. DAS IS NOT RESPONSIBLE FOR (i) ANY DATA CORRUPTION, (ii) ANY DOWN TIME OR SUSPENSION OF THE TRANSACTION SERVICES, (iii) ANY DEFECTIVE PROCESSING OTHER THAN WITH

RESPECT TO DAS' COMMITMENT ABOVE FOR RE-PROCESSING, (iv) LOSS OR MISTRANSMISSION OF DATA; OR (v) FOR THE SECURITY OF DATA DURING TRANSMISSION THROUGH PUBLIC TELECOMMUNICATION LINES.

f. No Special Damages. NEITHER PARTY IS LIABLE TO THE OTHER FOR LOST PROFITS OR LOSS OR CORRUPTION OF DATA, LOSS OF USE, LOSS OF OPPORTUNITIES, LOSS OF DATA, COST OF PROCUREMENT OF SUBSTITUTE GOODS OR SERVICES, OR FOR OTHER SPECIAL, INDIRECT, INCIDENTAL OR CONSEQUENTIAL DAMAGES, HOWEVER CAUSED AND REGARDLESS OF THE THEORY OF LIABILITY, OR FOR ANY OTHER SPECIAL DAMAGES SUCH AS, BUT NOT LIMITED TO, EXEMPLARY OR PUNITIVE DAMAGES, EVEN IF IT HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

g. Basis of Agreement. The parties acknowledge and agree that the terms and conditions of this Agreement, including, but not limited to the fees payable hereunder, are based in part on the foregoing representations and warranties and the foregoing limitations, disclaimers, exclusions, and other restrictions. The parties further agree that the limitations, disclaimers, exclusions, and other restrictions will apply notwithstanding any failure of essential purpose of any limited, restricted, or excluded remedy.

7. BUSINESS ASSOCIATE AGREEMENT; PROTECTED HEALTH INFORMATION. The parties acknowledge and agree that certain aspects of the Services are governed by HIPAA insofar as DAS is a "business associate". The parties will comply with all applicable provisions of 45 C.F.R. Parts 160, 162 & 164, including the HIPAA "business associate" mandated provisions and the provisions set forth in the HIPAA Business Associate Agreement available online at <http://www.DAShealth.com/documents/>.

8. CONFIDENTIAL INFORMATION. Each party agrees to hold Confidential Information of the other party in confidence and will not, except in the performance of the duties under this Agreement, as required by law or legal process, or with the express prior written consent of the other party, disclose the Confidential Information to any person or entity. Both parties will require their officers, employees, agents, and representatives to take such action as shall be necessary or advisable to preserve and protect the confidentiality of the Confidential Information. Confidential Information does not include information that (i) is or becomes publicly available without any

wrongful act of the receiving party; (ii) is known to the receiving party before its receipt by the receiving party; (iii) is received from a third party without restriction; (iv) is disclosed pursuant to a requirement or request of a government agency; or (v) is independently developed by the receiving party.

9. GENERAL TERMS.

All provisions of the then current DAS Standard Terms, available online at <https://www.DAShealth.com/documents> are hereby included and incorporated by reference.

10. ADDITIONAL DEFINITIONS.

All definitions contained in the DAS Program Agreement and the DAS Standard Terms shall apply herein. In addition, for the purposes of this Agreement, the term “includes” or “including” is to be interpreted as “includes, without limitation” and “including, without limitation,” respectively, and the following terms have the following meanings:

a. Agreement. This EDI Transaction Agreement, including all Exhibits hereto.

b. Reporting Service. Providing access to reports listing, for the reporting period, the Transactions processed by DAS, the Transactions rejected by DAS due to non-compliance with the Transaction Specifications, and status messages received from the payers for specific Transactions.

c. Specifications. The agreed specifications in effect from time to time with respect to the Services, including any translation map generated and mutually agreed upon under Section 2.a. The Specifications will comply with any and all applicable laws and regulations, including HIPAA.

d. Transactions. Information submitted to DAS by Client and processed by DAS as a distinct claim, inquiry, encounter, or information request, whether or not accepted or favorably adjudicated by a payer.

e. Transaction Services. Processing and submitting the Transactions, in compliance with the Specifications, to the designated payer by the electronic medium acceptable to the designated payer.

f. Validated Transactions. Transactions processed and delivered to the appropriate payer in accordance with the Specifications, whether or not accepted or favorably adjudicated by a payer.