



eMEDIX EDI Services Schedule CONFIDENTIAL

1. **EDI Services.** This eMEDIX EDI Services Schedule pertains to Customer if Customer has purchased the EDI or clearinghouse services described in an applicable Order Form ("EDI Services"). Company grants to Customer a right to access and use such EDI Services as more fully set forth herein. This eMEDIX EDI Services Schedule is subject to the terms and conditions of the Agreement.

2. **Definitions.** For purposes of licenses to the EDI Services and associated Fees, the following terms having the following meanings:

- a. "Billing Service" means a company or professional that provides medical billing services to medical practices or providers.
- b. "Go Live Date" is the date of Customer's first use of the eMEDIX EDI Services under this Agreement.
- c. "Users" shall have the same meaning set forth in the Agreement, but shall also include any Billing Service's medical practice clients who are authorized as Users to use the EDI Services for the period indicated in the Order Form

Any capitalized term using eMEDIX EDI Services Schedule that is not otherwise defined herein, has the same meaning as set forth in the Agreement.

3. **Subscription Software License.** Subject to payment of the Fees associated with the EDI Services indicated in the Order Form, Company hereby grants to Customer a limited, revocable, non-exclusive, non-transferable, non-sublicensable right to access and use the web-based EDI Services for Customer's internal business operation in accordance with this Agreement, CGM General Terms and Conditions and any other applicable Service Schedule located, at <https://www.cgm.com/usa/en/other/contract-exhibits.html>, and any applicable Documentation (collectively, the "Subscription License"). If Customer is a Billing Service, the Subscription License extends to Billing Service's medical practice clients who are authorized as Users to use the EDI Services for the period indicated in the Order Form as provided herein. Under no circumstances shall this Order Form be construed to grant any License to the United States Government or any governmental agency or political subdivision thereof; additional terms shall apply with respect to any such transaction.

4. **EDI Services Fees.** The Fees related to the EDI Services will be indicated in the Order Form. Without further limiting the General Terms and Conditions, Fees related to the EDI Services will commence on the Go Live Date for the EDI Services. These Fees will be charged in accordance with the General Terms and Conditions or as otherwise mutually agreed to by the Parties.

5. **Direct Connections to Clearinghouses or Individual Third-Party Payers.** If Customer elects to use Customer's direct connections to other clearinghouses or individual payers for submission of claims, Customer will be charged a one-time fee and an annual subscription fee for each direct connection. Company will create and provide a file that is compatible with the third-party payer's or clearinghouse's requirements. Customer acknowledges that Company is responsible only for loading the file for each of Customer's direct connections onto Customer's server, and that Customer is solely responsible for fulfilling all other requirements of third-party payers and clearinghouses to ensure the timely and accurate processing of Customer's claims.



6. **Additional Fee-Based Services for Direct Connections.** Any additional services or support provided by Company for Customer's direct connections will be billed at the then-current rate for such services, with a one (1) hour minimum charge, and will be provided on an as-is and as-available basis.

7. **Warranty Disclaimer.** THE EDI SERVICES ARE PROVIDED ON AN "AS IS," "AS AVAILABLE" BASIS; CUSTOMER AGREES THAT USE OF THE EDI SERVICES IS AT CUSTOMER'S SOLE RISK; AND, TO THE MAXIMUM EXTENT PERMITTED BY LAW, COMPANY EXPRESSLY DISCLAIMS ANY AND ALL OTHER EXPRESS OR IMPLIED WARRANTIES WITH RESPECT TO THE EDI SERVICES INCLUDING, BUT NOT LIMITED TO, WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, NON-INFRINGEMENT OR WARRANTIES ALLEGED TO ARISE AS A RESULT OF CUSTOM AND USAGE. Applicable law may not allow the exclusion of implied warranties, so the above exclusions may not apply to Customer. Company and its affiliates, licensors, suppliers, advertisers, sponsors and agents do not warrant that any use of the EDI Services by Customer or any of its Users will be uninterrupted, error-free or secure. No opinion, advice or statement made by Company or any of its affiliates, or appearing on Company's or any of its affiliates' websites shall create any warranty. Customer acknowledges that it is responsible for obtaining and maintaining all telephone, internet access, Customer internal security controls, computer hardware and other equipment needed to access and use the EDI services and for all related charges. Customer assumes all responsibility and risk for its use of and reliance on the EDI Services by Customer's employees, agents, and Users, including the responsibility to actively work all claims Customer submits or attempts to submit to the EDI Services. Customer's use of the EDI Services is entirely at Customer's own risk. Without limiting the foregoing, Customer understands that Company is not responsible for the accuracy of information, including healthcare information or data that Customer provides or accesses through the EDI Services. As between Company and Customer, Customer is solely responsible for the accuracy of such healthcare data. The disclaimers set forth in this Section are in addition to any disclaimers set forth in the General Terms and Conditions.

8. **Effect of Termination of EDI Services.** Upon termination of Customer's EDI Services, Company will have no obligation to process any EDI Services' transactions for the Customer.

9. **Effect of Termination on Electronic Remittance Advice (ERA) Service.** If Customer or Company terminates Customer's ERA Service, Customer agrees that it will take all actions as required by any applicable payer(s) to terminate the transaction relationship between Company and all such payers and ensure that Customer remits are no longer sent to Company for processing. Any remits processed by Company after termination of Customer's ERA Services will be invoiced at Company's then-standard rates. This Section 9 shall survive any termination of this eMEDIX EDI Services Schedule.

10. **Use of Software to Perform Services for Third Party.** Except as otherwise set forth in this eMEDIX EDI Services Schedule, Customer shall not use the EDI Services to perform data processing functions for any other person, entity or business by acting as a service bureau, processing center or otherwise. Notwithstanding the foregoing, Customer may use the EDI Services to perform data processing functions in connection with its provision of Billing Services provided that Customer, a) enters into an agreement (i) with the respective medical practices or providers that it performs billing services on behalf of, and (ii) containing the same or substantially similar provisions as this Agreement, and b) Customer remains jointly and severally liable to Company for the actions and omissions of such medical practices or providers. Customer may not use the EDI Services in connection with any business owned by any other party or provide access to the EDI Services to any other party.

11. **Professional Services.** If Customer purchased the EDI Services through or in connection with a Company authorized reseller, the reseller shall provide implementation services to



Customer. If Customer purchased the EDI Services directly from Company without the use of an authorized reseller, Company shall provide professional implementation services in accordance with the Professional Services Schedule. Professional Services may also include integration with Customer's own software or products, or Company developing a customized software application interface for Customer. Any such work shall be governed under the Professional Services Schedule and any applicable statement of work.

12. **Support Services.** If Customer has purchased the EDI Services through or in connection with a Company authorized reseller, the reseller shall provide support services to Customer. If Customer purchased the EDI Services directly from Company without the use of an authorized reseller, Company shall provide to Customer the support services set forth in Support Services Schedule.

13. **Protection of Customer Content.** Customer acknowledges and agrees that Customer is solely responsible for ensuring the integrity of its Customer Content and conducting appropriate data backups. Customer is advised that Company is not an insurer and is in no way responsible for any damages resulting from the loss, in whole or in part, of any data or other items making up Customer Content, regardless of the reason for such loss.