



BY CHECKING THE "I AGREE" BUTTON DURING THE REGISTRATION PROCESS AND/OR EXECUTING A REGISTRATION FORM INCORPORATING THIS AGREEMENT, YOU ARE ACCEPTING THE TERMS AND CONDITIONS OF THIS AGREEMENT. IF YOU ARE ENTERING INTO THIS AGREEMENT ON BEHALF OF A COMPANY OR OTHER LEGAL ENTITY, YOU REPRESENT THAT YOU HAVE THE AUTHORITY TO BIND SUCH ENTITY TO THIS AGREEMENT, IN WHICH CASE THE TERMS "YOU" OR "SUBSCRIBER" SHALL REFER TO SUCH ENTITY.

ARTICLE I - DEFINITIONS

1.01 Defined Terms. The following capitalized terms have the following meanings when used in this Agreement, unless otherwise specified:

"Add-on Service" means additional functionality or services that may be ordered by SUBSCRIBER for an additional subscription fee or charge that is non-refundable.

"Agreement" means this Terms of Service, including any Registration Form(s) and exhibit(s) entered into by SUBSCRIBER.

"Business Day" means any day other than a day on which commercial banks are authorized or required by law to be closed in Wilmington, Delaware.

"Confidential Information" has the meaning set forth in Section 5.03(a) hereof.

"Data" means data stored in FIRST HEALTHCARE's (or its contracted party's) databases that was provided, entered, uploaded through the Services, or otherwise transmitted to personnel of FIRST HEALTHCARE by SUBSCRIBER or its Users or while using the Software.

"Defaulting Party" has the meaning set forth in Section 3.03 hereof.

"Effective Date" has the meaning set forth in Section 3.01 hereof.

"Fee(s)" means all amounts to be paid to FIRST HEALTHCARE hereunder for the provision of the Services.

"FIRST HEALTHCARE" means First Healthcare Compliance, LLC and its successors and permitted assigns.

"First Healthcare Indemnified Person" has the meaning set forth in Section 4.01 hereof.

"Losses" has the meaning set forth in Section 4.01 hereof.

"Non-Defaulting Party" has the meaning set forth in Section 3.03 hereof.

"Registration Form" means an ordering document or online order specifying the Services to be provided hereunder that is entered into between SUBSCRIBER and First HEALTHCARE.

"Party" means FIRST HEALTHCARE or SUBSCRIBER, and **"Parties"** means both FIRST HEALTHCARE and SUBSCRIBER.

"Services" means the services to be provided hereunder by FIRST HEALTHCARE to SUBSCRIBER, as described in Section 2.01 and the package and any Add-on Services selected by SUBSCRIBER as set forth in the Registration Form, and as may be modified from time to time upon written notice by FIRST HEALTHCARE.

"Software" means the software developed and owned by or licensed by FIRST HEALTHCARE to aid it in its provision of the Services.

"Software Services" means the services, including but not limited to technical support, User support, SUBSCRIBER support, and/or custom software development, provided by FIRST HEALTHCARE to SUBSCRIBER or Users that are offered in conjunction with the Services.

"Term" has the meaning set forth in Section 3.02(a) hereof.

"Users" shall mean employees of SUBSCRIBER who are authorized to access the Services using a user identifier and password provided to SUBSCRIBER by FIRST HEALTHCARE.

"User Fee" means the fee payable by SUBSCRIBER to FIRST HEALTHCARE to maintain access to the Services for a given period of time and is calculated based upon the number of SUBSCRIBER's employees in accordance with FIRST HEALTHCARE's current fee schedule.

"You," "Your" or "SUBSCRIBER" means the company or other legal entity for which you are accepting this Agreement as set forth on the Registration Form, and its successors and permitted assigns.

ARTICLE II - PROVISION OF THE SERVICES

2.01 Undertaking to Provide and to Accept the Services. FIRST HEALTHCARE shall provide to SUBSCRIBER, and SUBSCRIBER shall accept, the Services in accordance with the terms and conditions of this Agreement. For the avoidance of doubt, such Services, include access to a suite of software as a service

applications running on FIRST HEALTHCARE's (or its contracted party's) servers that can be accessed over the Internet to aid in satisfying SUBSCRIBER's healthcare related regulatory compliance requirements.

2.02 Software Ownership. SUBSCRIBER acknowledges that FIRST HEALTHCARE owns or licenses all rights to the Software. SUBSCRIBER further acknowledges that under this Agreement FIRST HEALTHCARE grants SUBSCRIBER and its Users a limited, non-exclusive, nontransferable, non-sublicensable right to access and use the Services, Software Services, and Software during the Term solely for SUBSCRIBER's internal use and in accordance with this Agreement. Any additional uses not explicitly offered under this Agreement are strictly forbidden and such uses would be considered a breach of this Agreement. Without limiting the generality of the foregoing, SUBSCRIBER and Users are expressly prohibited from (i) reselling the Software, (ii) using the Software in any service or product not specifically authorized in this Agreement or offering it through any Third Party, or (iii) disassembling, recompiling, reverse engineering, modifying or otherwise altering the Software or any part thereof without FIRST HEALTHCARE's prior written consent.

2.03 Purpose of Software. SUBSCRIBER agrees that the purpose of the Software is to aid SUBSCRIBER in maintenance of a compliance program. SUBSCRIBER agrees that any and all communications and/or materials generated by or stored in the Software must follow all applicable federal, state and local laws and/or regulations. SUBSCRIBER further agrees to notify FIRST HEALTHCARE within twenty-four (24) hours of any and all notices received from federal, state and/or local government agencies or agents that make any claims that the content of communications and/or materials generated by or stored in the Software is called into question. SUBSCRIBER acknowledges that failure to provide a timely notice to FIRST HEALTHCARE is considered a breach of this Agreement.

2.04 Data Ownership. SUBSCRIBER and FIRST HEALTHCARE agree that SUBSCRIBER owns all the Data collected by the Software and/or personnel of FIRST HEALTHCARE.

2.05 Data Sharing. FIRST HEALTHCARE allows health care provider subscribers and medical billing company subscribers that have a business relationship to share compliance data for the sole purpose of allowing the medical billing company subscriber to manage healthcare provider subscriber's compliance using FIRST HEALTHCARE's Services, upon the healthcare provider subscriber's consent.

(a) Health Care Providers. If You are a health care provider and where FIRST HEALTHCARE has such a business arrangement with Your chosen medical billing company, and upon Your request, FIRST HEALTHCARE will work with Your medical billing company to share Your Data only for purposes described in this section 2.05. You acknowledge and agree that this service is provided by FIRST HEALTHCARE as a convenience, and FIRST HEALTHCARE shall have no liability for the quality, currency, or completeness of the Data provided to Your selected medical billing company. FIRST HEALTHCARE also shall not be liable for the privacy and security of data outside of its control. You may contact FIRST HEALTHCARE at info@1sthcc.com to inquire whether Your selected medical billing company has such a business relationship with FIRST HEALTHCARE and to authorize the sharing of data between FIRST HEALTHCARE and Your selected medical billing company.

(b) Medical Billing Companies. If You are a medical billing company, You acknowledge and agree that this service is provided by FIRST HEALTHCARE as a convenience, and FIRST HEALTHCARE shall have no liability for the quality, currency, or completeness of such Data provided to You. You shall take all reasonable measures to protect the confidentiality of and avoid disclosure or use of such Data provided in order to prevent it from falling into the public domain or the possession of persons other than those persons authorized hereunder to have any such information, which measures shall include the highest degree of care that You utilize to protect Your own confidential information of a similar nature. You may contact FIRST HEALTHCARE at info@1sthcc.com to inquire whether FIRST HEALTHCARE has such a business relationship with a healthcare provider.

2.06 Retention of Data. FIRST HEALTHCARE agrees to store Data in its (or its contractors') databases for the Term of this Agreement. Upon the termination or expiration of this Agreement, FIRST HEALTHCARE will provide to SUBSCRIBER, within thirty (30) days from final payment of all outstanding Fees, one electronic file that contains the Data collected by the Software in its possession, except for any Data provided as part of the Training Plus Add-on Service.

2.07 SUBSCRIBER Software. FIRST HEALTHCARE and SUBSCRIBER agree that SUBSCRIBER is responsible for obtaining any equipment and/or software necessary to access the Software over the Internet unless otherwise provided by this Agreement.

2.08 Hosting Services.

(a) FIRST HEALTHCARE agrees to maintain or cause to be maintained the computer hardware and software required to reliably operate the Software and Software Services. However, Software and Software Services may be inaccessible or inoperable for any reason, including: (i) equipment or hardware malfunctions; (ii) periodic maintenance procedures or repairs that FIRST HEALTHCARE may undertake; or (iii) causes beyond FIRST HEALTHCARE's control or that are not reasonably foreseeable by FIRST HEALTHCARE.

(b) The Software Services and Software offered by FIRST HEALTHCARE are subject to change and limitation at FIRST HEALTHCARE's sole discretion. If SUBSCRIBER objects to any change in Software Services or Software, unless the change is one FIRST HEALTHCARE has determined is necessary for security purposes or to maintain proper operation of Software, SUBSCRIBER will be entitled to terminate this Agreement upon thirty (30) days' prior written notice to FIRST HEALTHCARE. SUBSCRIBER's continued use of Software Services and Software after the effective date of such changes in Software Services or Software will constitute SUBSCRIBER's acceptance.

2.09 Payment for Services.

(a) The Services are provided on an annual basis. FIRST HEALTHCARE shall provide the Services for the Fees in the aggregate amount of (i) a one-time registration fee and (ii) User fee. A detailed description of the Fees is set forth in the Registration Form. User Fee shall be pre-paid on an annual basis, unless otherwise noted on the Registration Form. After the first year, SUBSCRIBER shall continue to pay the applicable User fee.

(b) During the first thirty (30) days following the execution of this Agreement, SUBSCRIBER may terminate the Services if the Services do not meet SUBSCRIBER's satisfaction, and FIRST HEALTHCARE shall provide SUBSCRIBER a pro-rated refund of SUBSCRIBER's pre-paid User Fee, as set forth in the Registration Form, to reflect the actual number of days for which SUBSCRIBER had access to the Services. If SUBSCRIBER terminates this Agreement after the first thirty (30) days following execution of this Agreement, SUBSCRIBER shall not be entitled to receive any refunds.

(c) Upon execution of this Agreement, SUBSCRIBER shall pay to FIRST HEALTHCARE the Fees as set forth in the Registration Form. Upon request from FIRST HEALTHCARE, SUBSCRIBER shall provide to FIRST HEALTHCARE a valid credit card or electronic check payment with authorization for FIRST HEALTHCARE to charge automatic recurring payments to allow SUBSCRIBER continued access to the Software and/or Software Services during the Term.

(d) Except as set forth in sub-section (b) above, payments are nonrefundable, and there shall be no refunds or credits for partially used periods. SUBSCRIBER shall be responsible for any foreign transaction fee or related charges applied by SUBSCRIBER's credit card issuer or bank. SUBSCRIBER shall bear responsibility for maintaining a valid payment source on file and for notifying FIRST HEALTHCARE in writing of any changes to the payment source. If the credit card information reaches its expiration date and SUBSCRIBER does not edit or update its account with FIRST HEALTHCARE, SUBSCRIBER expressly authorizes FIRST HEALTHCARE to continue billing the credit card account that has been supplied and SUBSCRIBER shall remain responsible for any uncollected amounts. As a courtesy to SUBSCRIBER, FIRST HEALTHCARE may notify SUBSCRIBER of notices that FIRST HEALTHCARE receives concerning inactive status of a SUBSCRIBER credit card account.

(e) Should the number of SUBSCRIBER's employees change any time during the Term, FIRST HEALTHCARE may adjust the applicable user fee accordingly to maintain access to the Software and/or Software Services in the next quarter. FIRST HEALTHCARE shall notify SUBSCRIBER of any such adjustment to the user fee as soon as practicable.

(f) FIRST HEALTHCARE shall notify SUBSCRIBER of anticipated price increases as soon as reasonable prior to the expiration of the then-current Term. FIRST HEALTHCARE intends to issue such notices not less than sixty (60) days before expiration of the then-current Term. The User Fees offered to SUBSCRIBER for a given renewal Term shall be the lesser of (i) FIRST HEALTHCARE's prevailing User Fees as published and offered to new SUBSCRIBERS of the Software and/or Software Services or (ii) one hundred and twenty-five percent (125%) of the User Fees that SUBSCRIBER had been paying during the current Term.

2.10 Independent Contractor Status. The Parties hereby acknowledge and agree that FIRST HEALTHCARE is an independent contractor in the performance of each and every part of this Agreement and nothing herein shall be construed in a manner that would be inconsistent with FIRST HEALTHCARE's independent contractor status. No agent or employee of either Party shall be or shall be deemed to be, as a result of this Agreement, the agent or employee of the other Party, and nothing in this Agreement shall be construed to make either Party an employer, directly or indirectly, of the other Party's employees under any applicable law.

FIRST HEALTHCARE will be solely and entirely responsible for its acts and the acts of its employees, and SUBSCRIBER will be solely and entirely responsible for its acts and the acts of its employees. Nothing contained in this Agreement and no actions taken pursuant to this Agreement shall be construed to create the relationship of principal and agent, partnership or joint venture between the Parties.

2.11 Level and Standard of Services.

(a) FIRST HEALTHCARE shall maintain or cause to be maintained the Software so that it is capable of processing data of the volume that FIRST HEALTHCARE reasonably estimates to meet the requirements of this Agreement.

(b) FIRST HEALTHCARE shall implement commercially reasonable security procedures and measures (i) to protect information from theft and (ii) to prevent access by Third Parties to the internal data of the Software. FIRST HEALTHCARE shall make modifications to the Software as necessary to comply with the Health Insurance Portability and Accountability Act of 1996, as in effect during the Term.

(c) FIRST HEALTHCARE shall comply with all applicable laws, rules and regulations in providing the Services.

(d) FIRST HEALTHCARE is not a law firm and does not provide legal advice; no attorney-client relationship is formed by SUBSCRIBER's use of the Services. Should SUBSCRIBER require legal advice, FIRST HEALTHCARE recommends that SUBSCRIBER seek the assistance of a licensed attorney.

2.12 Training Plus. If You subscribe to the Training Plus Add-on Service, You may add a maximum of five (5) training modules through the Services for purposes of tracking employee training. Each training module is limited to a maximum file size of 1GB and training modules in the form of a video must be in MPEG4 format. Each training module may be accompanied by a ten-question quiz. Any Data You provide as part of this Add-on Service, including training modules and documents, is hosted through Amazon Web Services and is subject to the Acceptable Use Policy, <https://aws.amazon.com/aup/>. You may cancel the Training Plus option upon providing FIRST HEALTHCARE written notice at least 60 days prior to the end of the then-current term; **payment for the Training Plus Add-on Service is non-refundable.**

ARTICLE III - TERM AND TERMINATION

3.01 Effective Time. This Agreement shall become effective as of the date SUBSCRIBER executed the Agreement (the "Effective Date").

3.02 Duration of the Service.

(a) The term of this Agreement shall commence on the Effective Date and shall continue in full force and effect for an initial term of one (1) year. After the initial term, this Agreement shall automatically renew for successive one (1) year terms, each a renewal term, unless and until either Party delivers written notice of termination to the other Party at least 60 days prior to the end of the then-current term. The initial term and any renewal terms are referred to collectively as the "Term".

(b) This Agreement shall terminate at the earlier of (i) the expiration of the Term or (ii) a termination pursuant to Sections 2.08 or 2.09(b) hereof.

(c) This Agreement, and FIRST HEALTHCARE's obligation to provide and SUBSCRIBER's obligation to accept all or any part of the Services, shall terminate when the Term shall have ended provided, however, that, Section 2.09(a), Article IV, and Article V hereof shall survive and continue after the termination of this Agreement.

3.03 Remedies For Default. If either Party shall fail to perform or shall otherwise default in the performance of any of its material obligations under this Agreement (the "Defaulting Party"), the other Party (the "Non-Defaulting Party") may deliver written notice to the Defaulting Party specifying the nature of such failure or default and stating that the Non-Defaulting Party intends to terminate this Agreement if such failure or default is not cured within ten (10) Business Days of delivery of such written notice. If any failure or default so specified is not cured within such ten (10) Business Day period, the Non-Defaulting Party may elect to immediately, or after a longer period that the Non-Defaulting Party designates, terminate this Agreement. Such termination shall be effective upon the delivery of written notice of termination from the Non-Defaulting Party to the Defaulting Party, or the later date designated by the Non-Defaulting Party, and shall be without prejudice to any other remedy that may be available to the Non-Defaulting Party.

ARTICLE IV – INDEMNIFICATION & LIABILITY

4.01 Indemnification.

(a) SUBSCRIBER shall indemnify, defend and hold harmless, and hereby releases and forever discharges FIRST HEALTHCARE, and its respective current and former directors, officers, employees and agents (individually, a "First Healthcare Indemnified Person," and collectively, the "First Healthcare Indemnified Persons"), from and against any and all suits, claims, and proceedings by third parties resulting in liabilities, obligations, damages, costs, losses and expenses incurred by FIRST HEALTHCARE, including court costs and reasonable attorneys' fees (collectively "Losses"), arising out of, due to, or in connection with: (i) SUBSCRIBER or User's use of the Software, Services, or Software Services in a manner not permitted under this Agreement; (ii) a third party claim that the Data, files or other materials provided by SUBSCRIBER infringes any patent, copyright or trademark or misappropriates any trade secret; or (iii) acts of gross negligence or willful misconduct of SUBSCRIBER.

(b) SUBSCRIBER shall promptly notify the First Healthcare Indemnified Persons in writing of any claim which SUBSCRIBER believes falls within the scope of this Section, but failure to give such notice shall not relieve the SUBSCRIBER's obligations to this Agreement as described in this Section. If the SUBSCRIBER fails to appoint an attorney within ten (10) business days after being notified or becoming aware of any such claim or action, whichever is earlier, FIRST HEALTHCARE will have the right to select and appoint an attorney and the reasonable cost and expense thereof will be paid by SUBSCRIBER.

(c) Notwithstanding the foregoing, SUBSCRIBER may not, without First Healthcare Indemnified Persons prior written consent, settle, compromise or consent to the entry of any judgment in any such commenced or threatened claim or action, unless such settlement, compromise or consent: (i) includes an unconditional release of the First Healthcare Indemnified Persons from all liability arising out of such commenced or threatened claim or action; and (ii) is solely monetary in nature and does not include a statement as to, or an admission of, fault, culpability or failure to act by or on behalf of any First Healthcare Indemnified Person or otherwise adversely affect any First Healthcare Indemnified Person.

4.02 THE SOFTWARE IS OFFERED ON AN "AS IS" BASIS WITHOUT GUARANTEE, AND FIRST HEALTHCARE DOES NOT GUARANTEE THAT THE SOFTWARE WILL MEET SUBSCRIBER'S REQUIREMENTS; THAT IT WILL OPERATE IN THE COMBINATIONS, OR IN THE EQUIPMENT, SELECTED BY SUBSCRIBER; OR THAT ITS OPERATION WILL BE ERROR-FREE OR WITHOUT INTERRUPTION. FIRST HEALTHCARE MAKES NO WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, ANY EXPRESS OR IMPLIED WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE OR WARRANTY OF MERCHANTABILITY. FIRST HEALTHCARE SHALL NOT BE LIABLE FOR CONSEQUENTIAL OR INCIDENTAL DAMAGES OR FOR ANY LOST PROFITS OR ANY CLAIM OR DEMAND OF A SIMILAR NATURE OR KIND, WHETHER ASSERTED BY SUBSCRIBER AGAINST FIRST HEALTHCARE OR AGAINST SUBSCRIBER BY ANY OTHER PARTY, EVEN IF FIRST HEALTHCARE HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. FIRST HEALTHCARE'S ENTIRE AGGREGATE LIABILITY FOR DAMAGES, IF ANY, IN CONNECTION WITH THE USE OF THE FIRST HEALTHCARE DATABASE, SOFTWARE, SOFTWARE SERVICES, OR SERVICES (WHETHER BASED IN CONTRACT, TORT OR OTHERWISE), SHALL NOT EXCEED THE FEES ACTUALLY PAID BY SUBSCRIBER DURING THE TWELVE MONTHS IMMEDIATELY PRECEDING THE EVENT GIVING RISE TO SUCH LIABILITY.

ARTICLE V - MISCELLANEOUS

5.01 Notices. Any notice, demand, certificate, claim or other communication under this Agreement shall be in writing and shall be deemed to have been given upon the delivery or mailing thereof, as the case may be, if delivered personally or sent by certified mail, return receipt requested, postage prepaid, to the respective addresses set forth in the preamble or at such other addresses as FIRST HEALTHCARE or SUBSCRIBER may specify by notice to each of the other Parties). Notwithstanding the foregoing provisions of this Section 5.01, if the nature of the matter giving rise to a notice requires expedited transmission, the Party giving such notice shall use all reasonable measures to deliver a copy of such notice by expedited delivery (including, without limitation, delivery by facsimile transmission or commercial overnight courier).

5.02 Amendment. This Agreement may not be amended without the express written consent of all Parties.

5.03 Confidentiality.

(a) Any and all information that is not generally known to the public and is exchanged between the Parties in connection with this Agreement, whether of a technical, business or legal nature, shall be considered to be confidential ("Confidential Information"). Each Party agrees that Confidential Information shall not be disclosed

to any Third Party or parties, other than such Party's directors, officers, employees, attorneys, accountants, IT and software consultants and similarly situated agents without the express written consent of the other Party.

(b) Each Party shall take reasonable measures to protect against nondisclosure of Confidential Information by its directors, officers, employees, attorneys, accountants and other agents and shall assume responsibility that its employees, sublicensees and assignees will similarly preserve this information against Third Parties.

(c) Confidential Information shall not include any information (i) that is or becomes part of the public domain through no fault of the Party disclosing such information, (ii) that is obtained from Third Parties who are not bound by confidentiality obligations, (iii) that is required to be disclosed by law, court order, or by a regulatory or administrative body; provided however that before making such disclosure, the Party required to make such disclosure shall give the other Party reasonable prior written notice of the disclosure, or (iv) that is independently developed by the Party receiving such information as evidenced by written records.

(d) FIRST HEALTHCARE may use and disclose data relating to SUBSCRIBER's and User's use of the Software and Software Services in an aggregated and anonymous manner to compile statistical, performance and other information related to the provision and operation of the Services, provided that such information does not incorporate Data in a non-anonymous manner and/or identify Confidential Information.

(e) Any use of the Software not expressly authorized in this Agreement is strictly prohibited. Without limiting the generality of the foregoing, SUBSCRIBER and any company, organization or individual, which has access to the Software for its own internal use through the terms of this Agreement is expressly prohibited from (i) sublicensing or reselling the software, (ii) using the Software in any service or product not specifically authorized in this Agreement or offering it through any Third Party, (iii) disassembling, recompiling, reverse engineering, modifying or otherwise altering the Software or any part thereof without FIRST HEALTHCARE's prior written consent, and (iv) storing any Data or content in the Software that violates any rights of any third parties, including, but not limited to, such violations as infringement of any copyright, trademark, service mark, patent, trade secret, or any other intellectual property right.

(f) The provisions of this Section 5.03 shall survive the termination or expiration of this Agreement.

5.04 Severability. Any portion or provision of this Agreement that is invalid, illegal or unenforceable in any jurisdiction shall, as to that jurisdiction, be ineffective only to the extent of such invalidity, illegality or unenforceability, without affecting in any way the remaining portions or provisions of this Agreement in such jurisdiction or, to the extent permitted by law, rendering that or any other portion or provision of this Agreement invalid, illegal or unenforceable in any other jurisdiction.

5.05 Assignment. This Agreement and the rights and obligations hereunder may not be assigned by either Party to any third party without the express written consent of the other Party (which consent may be declined by the other Party, in its sole discretion), such consent shall not be unreasonably withheld. Notwithstanding the foregoing, in addition to any permitted assignees, this Agreement may be assigned by SUBSCRIBER in connection with the sale of all of SUBSCRIBER's practice or business, provided that the assigned rights may be exercised by the assignee only in connection with the operation of the practice or business so sold. Notwithstanding the foregoing, in addition to any permitted assignees, this Agreement may be assigned by FIRST HEALTHCARE in connection with the sale of FIRST HEALTHCARE's business or the portion of its business offering the Services, Software Services and Software. This Agreement shall be binding upon, and inure to the benefit of, the successors in interest of the Parties (whether by merger, consolidation or otherwise).

5.06 Governing Law. This Agreement shall be governed by and construed and interpreted in accordance with the laws of the State of Delaware, and all rights and remedies shall be determined under such laws, without regard to principles of conflict of laws.

5.07 Counterparts. This Agreement may be executed in any number of counterparts, each one of which shall be an original and all of which shall constitute one and the same document. The parties further agree that this Agreement may be executed by electronic signature, whether digital or encrypted, or click-through acceptance and that any such electronic signature shall be binding upon the party providing such signature as if it were the party's original signature. The Parties hereby forever waive any and all rights and claims that any such signatures are invalid or that they do not bind such Party to the Agreement.

5.08 Remedies of Parties Cumulative. The remedies of the Parties contained in this Agreement are cumulative with one another and with any other remedies that the Parties may have at law, in equity, under any other agreements of any type or otherwise, and the exercise or failure to exercise any remedy shall not preclude the exercise of that remedy at another time or of any other remedy at any time.

5.09 No Third-Party Beneficiaries. This Agreement shall be binding upon and inure to the benefit only of the Parties and their respective successors and any permitted assignees. This Agreement is not intended and shall not be construed to be for the benefit of any Third Party or any Person not a party hereto (other than a First Healthcare Indemnified Person, or a successor or a permitted assignee of a Party).

5.10 Entire Agreement. This Agreement constitutes the entire agreement of the Parties with respect to the subject matter hereof and supersedes all prior written or oral agreements and understandings between the Parties with respect to the subject matter hereof. No modification, amendment, or waiver of any provision of this Agreement will be effective unless in writing and signed by the party against whom the modification, amendment or waiver is to be asserted.

5.11 Consents. Whenever this Agreement requires the consent of one Party to the other, no such consent shall be deemed validly given unless the Party whose consent is required evidences such consent in a written document specifically referencing this Agreement and the particular matter(s) with respect to which the consent is given.

5.12 Waiver. Waiver by either Party of any breach of or failure to comply with any provision or term of this Agreement by the other Party shall not be construed as, or constitute, a continuing waiver of such provision, or a waiver of any other breach of, or failure to comply with, any other provision or term of this Agreement.

5.13 Authority and Noncontravention. Each Party represents and warrants that:

- (a) It possesses all necessary authority and power to execute this Agreement,
- (b) This Agreement will be binding and enforceable against each Party; and
- (c) Entering into this Agreement will not contravene any other agreement or right of a Third Party.

08FEB2018