

## Professional Billing Service Provider Terms.

### 1. License Use & Authorized Users.

1.1. Billing Service License. In addition to the rights granted by Allscripts to Client in Section 1 (License) of the Core, and subject to the terms and conditions contained in these Professional Billing Service Provider Terms, Allscripts grants and Client accepts a limited, non-transferable, non-exclusive right and license to (a) use, market and permit BSP Customers (hereinafter defined) to access and use the Solution for Billing Service Providers, in object code format only, and all related materials supplied by Allscripts at the sites and/or in the geographic territory listed in Exhibit A attached hereto, as may be amended by the parties from time to time (the "**Territory**"), (b) grant sublicenses to such BSP Customers to use the Allscripts Professional Solution for such BSP Customers' internal business operations, (c) use the Solution for Billing Service Providers for its own internal purposes; and (d) furnish training and Level 1 Support Services (defined in Section 4.4) to BSP Customers in the Territory subject to compliance with Allscripts then-current standards for training and Level 1 Support Services. Use of the Solution for Billing Service Providers are limited to the total number of Billable Licenses (as further defined in Section 1.3 herein) indicated in the CO. Allscripts' grant of the rights and licenses hereunder are subject to Client's execution of end-user license agreements with BSP Customers in a substantially similar form attached in Exhibit B. Client agrees to name Allscripts as a third party beneficiary to such end user license agreement. Client agrees to market the Solution for Billing Service Providers in a manner that is not contrary to these Professional Billing Service Provider Terms and to comply with all federal, state and local laws and regulations that are applicable to the activities under this Agreement. As used in these Professional Billing Service Provider Terms, "**BSP Customers**" means any third party medical organization for which Client provides services as a Billing Service Provider and, in furtherance thereof, provides and agrees to host and provide access to the Solution for Billing Service Providers (whether by means of sublicense or otherwise) for the purpose of using the Solution for Billing Service Providers in a medical practice. BSP Customers may not be competitors of Allscripts. Nothing herein shall be deemed to permit Client to sell, assign or otherwise convey to any third party any Solution for Billing Service Providers heretofore granted by Allscripts to Client under the Agreement.

1.2. Authorized Users. For purposes of use and access to the Solution for Billing Service Providers, and notwithstanding anything to the contrary outlined in the Glossary of the Agreement, "**Authorized Users**" means Client authorized persons and entities who are entitled to access the Solution for Billing Service Providers who are only: (a) Client and its employees and authorized agents and (b) BSP Customers and their employees for who Client has obtained licenses from Allscripts ("**BSP Users**"), provided that such use shall be solely in connection with the billing services provided by Client to and on behalf of the BSP Customers. Authorized Users shall not include any competitors of Allscripts (or any of its affiliates) or employees, representatives, or contractors of any such competitors. Client shall be liable to Allscripts for any Authorized User's use of the Solution for Billing Service Providers which is contrary to the terms set forth in this Agreement. Upon Allscripts written request, and no more than once annually, Client shall provide Allscripts a list of Authorized Users accessing the Allscripts Professional Solution.

1.3. Billable Licenses. This Section applies to any Authorized User (and associated user account) that is assigned access to a Provider License, Mid-Level License, or Concurrent User License (each of the foregoing, a "**Billable License**"). "**Provider**" means a physician or osteopath, excluding locums and other temporary providers. "**Mid-Level**" means a nurse practitioner, physician assistant, or similar health care provider who bills for professional charges in his or her name. "**Concurrent User License**" means a license which permits one (1) Authorized User to access and use the Solution for Billing Service Providers at any given point in time. Each Billable License account may only be assigned to and used by one individual at any given time. Client shall ensure that the total number of Billable License accounts for each Allscripts Professional Solution module does not, at any time, exceed the corresponding number then-authorized hereunder and Allscripts reserves the right to remotely generate a report of each Allscripts Professional Solution to verify Client has not exceeded such number of Authorized Users. If an audit reveals Client's use of the Allscripts Professional Solution has exceeded the number of Authorized Users licensed hereunder, Allscripts may invoice Client for such excess use and Support Services and Client shall promptly pay such invoiced fees. The initial number of Billable License accounts authorized hereunder are specified in the applicable CO. Client may add additional authorized Billable License accounts by duly completing Allscripts' then-designated applicable ordering process and by paying the applicable fees calculated at Allscripts' then-current rates. Client may re-assign an authorized Billable User account from one Authorized User in a category (e.g., Provider, Mid-Level, or Concurrent User) to another Authorized User in the same category only.

1.4. Indemnity. Client (as the Indemnifying Party) shall indemnify, defend, and hold harmless Allscripts from and against Claims (and associated Losses) brought by (or on behalf of) any BSP Customer or Authorized User in his or her own name, including but not limited to performance or service issues, Client's failure to obtain the proper permissions to access patient information.

1.5. Patient Data. Client represents and warrants that its access, use, and disclosure of its BSP Customer data is in accordance with applicable federal and state laws and regulations and Client has received proper authorization and consent from its BSP Customers for such access, use, and disclosure.

### 2. Additional Support Terms.

2.1. Support of BSP Customers. Client authorizes Allscripts to access any system used by BSP Customers in order to provide Support Services or other required services, and Client represents to Allscripts that it has the right and authority to grant such access to Allscripts.

2.2. Support Documentation and Requirements. The applicable Documentation and CO may provide further details regarding Support Services and any such details are hereby incorporated by reference. Allscripts is obligated to provide Support Services for the following releases of Allscripts Professional Solution only: (i) the then-current release of such Solution (e.g., 11.2); (ii) the immediately preceding release (e.g., 11.1); and (iii) any other release made generally available by Allscripts within the immediately preceding twelve (12) months.

Subject to the Support Manual, with respect to Third Party Solutions, Allscripts is obligated to provide Support Services only for release(s) designated by Allscripts to be current or, absent any such designation, as designated by the applicable third party vendor.

2.3. Resumption of Support. If Client elects not to renew Support Services and Client is in compliance with the Agreement, Client may, at a later date during the applicable license term, resume Support Services if and as Allscripts' then makes generally available following not less than thirty (30) days prior notice to Allscripts and upon payment to Allscripts of (i) one (1) full year of Support Services fees in advance, and (ii) the total amount of Support Services fees attributable to the period of Support Service discontinuation. The foregoing fees shall be calculated at Allscripts' then-standard rates at the time of resumption of Support Services.

2.4. Billing Service Provider. Client agrees to provide Level 1 Support Services for the Allscripts Professional Solution directly to its BSP Customers. Client will staff at least one technical support person, who has been trained by Allscripts to support the Allscripts Professional Solution for the BSP Customers. Allscripts shall not be responsible for providing Level 1 Support Services directly to BSP Customers. All Level 2 and Level 3 issues must be initially escalated by Client to Allscripts, as Client's subcontractor, to provide the Support Services to the BSP Customers. Allscripts will provide to Client technical services to design, code, test and deliver amendments or alterations to the Allscripts Professional Solution necessary to correct or provide a solution to any programming error attributable to Allscripts that has caused the Allscripts Professional Solution, when implemented and operated in accordance with Allscripts' System Environment Specifications (defined in Section 5.2 below), not to perform substantially as described in the Documentation. Support Services do not include technical services necessary to correct any errors attributable to Client or its BSP Customers. "**Level 1 Support Services**" include taking initial steps to resolve new cases that are raised by BSP Customers and Authorized Users. The steps include thorough documentation of symptoms, effective prioritization of business impact to BSP Customers and Authorized Users, initial determination of likely causes of problem, and reasonable steps to resolve root cause of the issue. Issues caused by improper use of the Allscripts Professional Solution, improper configuration of Allscripts Professional Solution, and frequently occurring issues should be resolved at Level 1.

3. **Professional Services**. Without limiting the applicability of Section 3 (Professional Services) of the Core:

3.1. Billing Service Provider Implementation Services. Allscripts will provide software implementation services for the Allscripts Professional Solution to Client and its BSP Customers as set forth in the Purchase Schedule. Client authorizes Allscripts to access any system used or maintained by Client, including BSP Customers systems, in order to implement the Services requested by Client, and Client represents to Allscripts that it has the right and authority to grant the access to Allscripts.

3.2. Billing Service Provider Training. Allscripts will provide training services for the Allscripts Professional Solutions to Client as specified in the CO. Unless otherwise specifically agreed otherwise in writing between the parties, Client will provide training services directly to BSP Customers.

4. **Subscription Services**. This Section applies to all Electronic Data Interchange (EDI) or other subscription services obtained by Client hereunder, as specified in the applicable CO ("**Subscription Services**"). Allscripts is reliant on third party vendors in facilitating the provision of Subscription Services to Client hereunder ("**Subscription Vendors**"). Subscription Services fees are subject to increases from time to time, provided that Allscripts provides Client at least thirty (30) days advance written notice of any such increases. For certain third party Subscription Services, Allscripts is required by the applicable Subscription Vendor to pass-through certain additional terms, which Client agrees to comply with (in addition to the Agreement). These terms are available for review at <http://www.allscripts.com/allscripts-com/documents>. Allscripts shall not be responsible for any performance or non-performance under any Subscription Vendor Agreement. Allscripts may, at any time, upon notice (although Allscripts will attempt to provide reasonable advance notice as is practical under the circumstances), suspend or cease facilitating the provision of any Subscription Service to Client if the applicable Subscription Vendor suspends or ceases, for any reason, its participation in providing the Subscription Service for Client hereunder. Any Subscription Services term shall automatically renew at Allscripts then current pricing for additional, successive one (1) year terms unless either party provides written notice of non-renewal at least ninety (90) days prior to the end of the applicable term. Any and all data originating with any Subscription Vendor hereunder and used in connection with the Solution for Billing Service Providers shall be deemed and treated as Client Data under the Agreement. Client may terminate Subscription Services at any time prior to the end of the applicable term; however, upon such termination, Client shall be required to pay Allscripts an amount equal to the remaining payments due under the then-current term of such Subscription Services. The provisions of this Section shall govern in the event of any conflict with any other provisions in the Agreement.

5. **Overdue Payments**. Without limiting the applicability of Section 4 of the Core, Client agrees and understands that its payment to Allscripts is not contingent upon Client's receipt of payment from BSP Customers, and Client shall bear all risk of non-payment by BSP Customers.

6. **Additional Billing Service Provider Specific Terms**.

6.1. Unauthorized Representations. In addition to the restrictions set forth in the Agreement, Client shall not: (i) make any representations or give any warranties in connection with Solution for Billing Service Providers, Support Services, or Services covered by these Professional Billing Service Provider Terms or on behalf of Allscripts, or other third parties, beyond those set forth herein; (ii) be entitled to license or to enter into any contracts for the licensing of the Solution for Billing Service Providers on behalf of Allscripts or to bind Allscripts in anyway; (iii) hold itself out or authorize any person to hold itself out as being authorized to bind Allscripts in any way; (iv) do any act which might reasonably create the impression that it is authorized to do any of the acts referred to in items (i) - (iii) above; or (v) incur any expense, debt, obligation, liability or tax for or on account of Allscripts or otherwise pledge the credit of Allscripts in any way. The Parties agree that Allscripts will have the right to directly contact and solicit the BSP Customers.

6.2. Termination. In addition to the termination rights set forth in Section 12 of the Core, Allscripts may terminate these Professional Billing Service Provider Terms upon prior written notice to Client upon the occurrence of any one or more of the following events: (i) if there is any material change in the management or control of Client to an entity competitive with Allscripts; (ii) any transfer of any substantial part of

Client's business whether by sale stock, assets, merger, consolidation, or otherwise to an entity competitive with Allscripts; (iii) any bulk transfer by Client to an entity competitive with Allscripts; (iv) Client no longer can be defined as a Billing Service Provider; or (v) breach of Section 6.1 of this Professional Billing Service Provider Terms. Upon termination, expiration, or cancellation of these Professional Billing Service Provider Terms, Client's rights hereunder shall terminate and Client and its BSP Customers will cease all use of the Solution for Billing Service Providers as permitted by these Professional Billing Service Provider Terms and Section 12 of the Core.

Exhibit A: Territory

Exhibit B: EULA

**Exhibit A**  
**Territory**

This Exhibit A is a part of the Agreement between Allscripts and Client, and, with respect to the Licensed Materials for Billing and EMR Service Providers (collectively, the "Products"), modifies, supplements and amends the Agreement. In the event of any inconsistency between the terms of this Exhibit and the terms of the Agreement, the terms of this Exhibit shall govern and control. In all other respects, the Agreement is and shall remain in full force and effect. Unless expressly indicated to the contrary herein below, the defined terms used in the Exhibit shall have the meanings ascribed to them in the Agreement.

Client agrees (i) to use the Software internally only in accordance with its directions for use and only at BSP Customer address(es) located within the geographic territory set forth below

The "Territory" is limited to: \_\_\_\_\_ Continental US\_\_\_\_\_

**Exhibit B**  
**Billing Service Provider EULA ("EULA")**

Under the terms of the Master Client Agreement between Allscripts and Client (the "MCA") to which this Exhibit B is attached, Allscripts granted Client ("BSP") a limited, non-exclusive license to grant sublicenses of the Ambulatory Materials for Billing Service Providers (the "Solution") to its BSP Customers. The below sections list the parties' respective obligations by topic and provides other related details which must be included in the written agreement (the "BSP Agreement") between BSP and its BSP Customers accessing the Solution in addition to the applicable terms and conditions set forth in the MCA. BSP, as Business Associate, and the BSP Customer, as the Covered Entity, must also enter into a separate Business Associates Agreement.

1. **Defined Terms.**

- a. **BSP Users:** Persons and entities involved in supporting or facilitating BSP Customers' business of providing medical care, but cannot include Allscripts competitors (or their representatives).
- b. **Click-Through:** Any Allscripts provided supplemental terms, which are part of this EULA per their provisions and govern BSP Customer's use of the Solutions to the extent specified. BSP Customer voluntarily accepts such Click-Through terms through clicking an "accept", "agree", or a like button or action.
- c. **Legal Required Disclosures:** Disclosures necessary in connection with enforcement of this EULA; or necessary to comply with any legal or regulatory requirements, provided that the recipient gives the disclosing party (and Allscripts as applicable) prompt notice of the compelled disclosure and cooperates in seeking a protective order or any other protections available to limit the disclosure.
- d. **Purchased License Scope:** The user account/usage scope BSP Customer has purchased, as stated in the BSP Agreement. Each user unit purchased may be assigned to and used by one such unit only (e.g. one Provider, one Midlevel, one Concurrent User) at any given time and may be re-assigned by BSP Customer within the same type only (e.g. from one Provider to another Provider, but not from one Mid-Level to one Provider).
- e. **Solution Guides:** Allscripts' (or the Allscripts' designated vendor's) then-current user documentation for the referenced Solution, which is a guide for proper deployment and use and will not be construed to include any Allscripts obligations.
- f. **Support Manual:** Allscripts' then-current support manual for the applicable Solution, which is incorporated by reference.

2. **License.**

- a. **License Grant:** BSP, as a sublicensor of Allscripts, grants to BSP Customer, and BSP Customer accepts from BSP, a limited, personal, non-exclusive, non-sublicensable, non-transferable license to use the Solution, and associated professional services, support services, and other services purchased by BSP Customer under the BSP Agreement ("Services"), for the specified license term stated in the BSP Agreement, in accordance with the respective Solution Guides, any Click-Through, and subject to the limitations specified in this EULA. Use of the Solution is limited to BSP Customer's Purchased License Scope. Solutions are licensed, not sold; all rights outside of this Section 2 are reserved to Allscripts and its licensors; and Standard Disclaimers (defined below) apply.
- b. **Limitations.** BSP Customer agrees its use of the Solution will be per the Solution Guide and for BSP Customer's internal business use only at facilities wholly owned and managed by BSP Customer during the applicable license term. BSP Customer agrees that with respect to each Solution, BSP Customer will not (or authorize others to): Decompile or reverse engineer; grant any title/interest/lien/option; or remove/alter/add any intellectual property or other notice.
- c. **Ownership.** Allscripts owns all data/content/materials it originates and all associated derivatives (and BSP Customer automatically assigns any ownership in such derivatives to Allscripts).

3. **Equipment.** Any available vendor-provided warranties/indemnities for equipment will be passed through to the BSP and vendors remain solely responsible for pass-through compliance.

4. **Professional Services.**

- a. **Personnel.** BSP Customer agrees to provide sufficiently trained personnel to fulfill and duly complete its agreed and assigned tasks.
- b. **Postponement.** BSP Customer must ensure that all BSP Users timely complete the then-current Allscripts simulation learning and pass all tests with a success score of at least ninety percent (90%), fifteen (15) business days prior to the mutually scheduled go live date. If BSP Customer fails to ensure the foregoing, Allscripts may, in its sole discretion, reschedule the go live date and impose a fee of up to \$2,500 for each rescheduled go live date. After go live, BSP Customer is required to ensure new BSP Users meet the Allscripts simulation learning pass rate set forth above in a timely fashion.

5. **Support.** Notwithstanding anything to the contrary stated in the Support Manual, during the support term, BSP Customers will contact BSP directly for any support issues. BSP Customer agrees to follow BSP's, and its subcontractor, Allscripts, reasonable guidance for implementations, training, and support (as stated in the Support Manual), and obtain Allscripts' approval before implementing updates received directly from an Allscripts vendor.

6. **Audit.** Upon request, BSP Customer will make its records concerning compliance with this EULA reasonably available. BSP and Allscripts may monitor and audit usage of the Solutions to verify compliance with this EULA. If an audit reveals noncompliance with this EULA, BSP Customer will be responsible for such excess use and will be invoiced pro-rata for any license and recurring fees.

7. **Confidentiality.** Each party will maintain the other's Confidential Information in strictest confidence, except for Legal Required Disclosures and other disclosures to those with a "need to know" if the discloser ensures that those recipients keep such information confidential. Further, for BSP Customer's disclosures, recipients must not be Allscripts competitors (or their representatives).

8. **Duties and Responsibilities of BSP Customer.** BSP Customer shall not request Allscripts to use or disclose PHI in any manner that would not be permissible under HIPAA. BSP Customer represents and warrants that it has obtained all consents, authorizations, or other permissions necessary

under HIPAA. BSP Customer agrees to take all reasonable and appropriate steps to ensure compliance with its role as a Covered Entity, including implementing reasonable security measures such as firewalls, patch installations, and encryption.

9. **Standard Disclaimers.** ALLSCRIPTS DISCLAIMS ALL WARRANTIES RELATED TO THE SOLUTIONS, 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 SOLUTION OR SERVICE RESULTS; AND (C) ANY WARRANTY OF UNINTERRUPTED, TIMELY, OR ERROR-FREE SOLUTION OPERATION. By party opt-out or otherwise, UCITA (as adopted in any state) does not apply to this Agreement.
10. **Liability.** TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, ALLSCRIPTS IS NOT LIABLE TO BSP CUSTOMER FOR ANY SUBJECT MATTER OF THIS EULA UNDER ANY LEGAL OR EQUITABLE THEORY FOR: ANY COST OF COVER, ANY LOSS OF REVENUE OR PROFITS OR LOST BUSINESS, OR ANY DIRECT, 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).
11. **Information Tool Only.** BSP CUSTOMER UNDERSTANDS AND AGREES THAT ALLSCRIPTS IS NOT ENGAGED IN THE PRACTICE OF MEDICINE AND THAT THE SOLUTIONS ARE AN INFORMATION TOOL ONLY AND ARE NOT A SUBSTITUTE FOR PROFESSIONAL JUDGMENT OF HEALTHCARE PROVIDERS IN DIAGNOSING AND TREATING PATIENTS. BSP CUSTOMER ACKNOWLEDGES THAT IT SHALL HAVE FULL AND SOLE RESPONSIBILITY FOR THE CARE AND WELL BEING OF ITS PATIENTS, AND ANY RELIANCE BY BSP CUSTOMER UPON THE SOLUTIONS SHALL NOT DIMINISH OR ALTER SUCH RESPONSIBILITY. Before using Solutions in a live production environment, BSP Customer should review and test as applicable the Solutions' functionality, content and other features; make independent decisions about system settings and configuration; and reach its own independent determination that the Solutions are appropriate for such live production use.
12. **Termination.** Upon termination of the BSP Agreement, (a) BSP Customer will return or destroy all information of Allscripts and (b) all Services and licenses granted will end and BSP Customer will immediately cease using the same. All rights and obligations which by their nature and context are intended to survive such termination shall survive.
13. **Dispute Resolution.** To the extent permitted by applicable law, the parties hereby waive their right to a jury trial in any actions. This EULA is governed by Delaware law (irrespective of any conflicting conflict-of-laws rules). Each arbitration will be conducted in Chicago, Illinois.
14. **Other.**
  - a. BSP Customer may not assign this EULA or any of its rights, duties or obligations hereunder.
  - b. No BSP Agreement terms and conditions or purchase order terms or conditions will modify this EULA.
  - c. The parties are independent contractors. Allscripts is a third party beneficiary of the BSP Agreement. BSP Customer will also ensure that BSP Users comply with applicable provisions of this EULA.