

COTIVITI
Master License and Services Agreement

This Master License and Services Agreement (“**Agreement**”) is dated effective as of the last date of signature below (“**Effective Date**”), and is between Cotiviti, Inc., a Delaware corporation, on behalf of itself and its affiliates (together, “**Cotiviti**”), and _____, a _____ corporation (“**Customer**”).

The parties agree as follows:

1. Definitions. In this Agreement, the following definitions apply:

“**Confidential Information**” means information one party discloses to the other, that (a) discloser marks as confidential; (b) states orally is confidential; (c) recipient reasonably understands to be confidential; or (d) includes technical data, know-how, business plans, financial projections, third-party agreements, patent applications, trade secrets, product plans, suppliers, customers, prices and costs, developments, inventions, designs, engineering, budgets, finances, Customer Data, and Cotiviti Property.

“**Customer Data**” means electronic data Customer submits to Cotiviti through the Software.

“**Deliverables**” means all deliverables Cotiviti provided to Customer under a SOW.

“**Documentation**” means all technical user manuals provided by Cotiviti relating to the operation and use of the Software.

“**Cotiviti Property**” means the Software, Documentation, Software output (excluding Customer Data), Deliverables, and all Cotiviti Intellectual Property Rights.

“**Hosting Services**” means the hosting infrastructure, hosting operations, and business operations services provided by Cotiviti to Customer.

“**Intellectual Property Rights**” means all worldwide trade secrets, patents and patent applications, trademarks (registered or unregistered, including any goodwill acquired in those trademarks), service marks, trade names, copyrights, moral rights, database rights, design rights, and all other intellectual property and proprietary rights (registered or unregistered, and any application), and all other similar rights as they may exist anywhere in the world.

“**License Term**” means the period stated in an Order Form as the term length of the Software license and any renewal period.

“**On-Premise Software**” means Software that is installed on-premise in Customer’s environment (including Customer’s use of a third-party hosting environment).

“**Order Form**” means a mutually signed order form that is governed by and made a part of this Agreement.

“**Professional Services**” means the services as described in a SOW that are not Hosting Services.

“**Services**” means, collectively, Hosting Services, TSM Services, and Professional Services.

“**Software**” means: (a) the object code of Cotiviti’s computer programs (including any third-party products licensed by Cotiviti and embedded in or integrated with Cotiviti’s computer programs and any interfaces developed by Cotiviti) identified in an Order Form; (b) any patches, service packs, and new releases provided to Customer by Cotiviti under this Agreement; and (c) software as a service including the specific Cotiviti’s online healthcare transaction validation, healthcare administrative simplification, or other administrative simplification services (including any third-party products licensed by Cotiviti and embedded in or integrated with Cotiviti’s online services) identified in an Order Form to which Customer is being granted access under this Agreement.

“**SOW**” means a mutually signed statement of work that is governed by and made a part of this Agreement.

“**TSM Plan**” means the Cotiviti Technical Support and Maintenance Plan (available by request or on Cotiviti’s customer web portal) that is in effect as of the invoice date for the support term, or License Term if the license fee includes TSM Services.

“**TSM Services**” means the standard technical support and maintenance services provided by Cotiviti for the Software as described in the applicable TSM Plan.

2. Licensing.

2.1. Software License Grant. Cotiviti grants Customer a limited, revocable, non-transferable, non-assignable, and non-exclusive license to use the Software during the License Term and for the number, type, and scope of licenses specified in an Order Form, for Customer’s internal business purposes, solely in the United States.

2.2. Ownership. The Software is licensed, not sold, to Customer. Customer does not acquire any rights, express or implied, in the Software, other than those specified in this Agreement. Cotiviti and its licensors own and retain all right, title, and interest in and to the Cotiviti Property. All rights not expressly granted in this Agreement are reserved by Cotiviti.

2.3. License Restrictions. Customer will not (except as expressly permitted in this Agreement): (a) sell, distribute, publish, license, broadcast, rent, lease, use as a service bureau, or otherwise commercially exploit the Cotiviti Property; (b) make copies of the Cotiviti Property; (c) create derivative works, adapt, modify, translate, reverse engineer, decompile, disassemble, or discover any source code, algorithms, file formats, or programming interfaces of the Software, (except to the extent applicable laws prohibit certain reverse engineering restrictions); (d) disable any licensing or control features in the Software; (e) use the Software to develop a product that is competitive with any Cotiviti product; (f) use the Software if Customer becomes or is acquired by a competitor to Cotiviti; (g) disclose or allow use of the Software by any of Cotiviti’s competitors; (h) extract or export the standards content, HIPAA code-sets, or any other table, content, templates or database from the Software; (i) separate out component parts within the Software for separate use (including but not limited to use on more than one computer, by more than one user, or for functionality outside the Software’s intended use); (j) remove any product identification, proprietary, copyright or other notice in the Software; (k) use the Software in a manner inconsistent with the Documentation; or (l) create an unauthorized internet link to access the Software or "frame" or "mirror" the Software on any other server or wireless or Internet-based device.

2.4. Customer Responsibility. Customer is responsible for obtaining, installing, and maintaining all hardware, software, and internet connections required to use the Software and Services.

2.5. Audit and Retention. Customer will maintain, during the term of this Agreement and for at least three (3) years after, complete records to verify compliance with this Agreement. Upon Cotiviti’s request, Customer will certify that use of the Software complies with this Agreement. Cotiviti may, no more than once per year and upon advance notice to Customer, perform an audit during regular business hours to determine compliance with this Agreement, provided that the audit does not unreasonably interfere with Customer’s operations. If the actual use is found to be greater than the permitted use, Cotiviti may charge Customer the then-current, undiscounted license fees for the additional use from the initial date of non-compliance. If the resulting adjustment to the license fees owed by Customer is greater than ten percent (10%) of the license fees previously paid by Customer, Customer must party the reasonable expenses associated with that audit.

2.6. Use of Aggregate Data. Cotiviti may use aggregated data derived from the Software, including Customer Data as necessary and to the extent made available by Customer to Cotiviti for: (i) fulfilling Cotiviti obligations under this Agreement; and (ii) Cotiviti’s business purposes, including without limitation, statistical analysis, benchmarking, developing and improving the Software, and creating and distributing reports and other materials.

3. Services.

3.1. In General. Professional Services are acquired separately from any Software licenses, and any SOW is a separate and independent contractual obligation from any Software license. In addition to other remedies, Cotiviti may suspend providing Services to Customer if Customer breaches this Agreement and has not cured such breach within thirty (30) days of notice. The Services may be provided by Cotiviti resources in the United States and other global delivery centers, provided no Protected Health Information (as defined under the Health Insurance Portability and Accountability Act) will be stored or transferred offshore.

3.2. Technical Support and Maintenance Services. Subject to payment of applicable fees, Cotiviti will provide Customer with TSM Services described in the TSM Plan.

3.3. Professional Services. Cotiviti will provide Customer with the Professional Services as described in an SOW referencing this Agreement.

3.4. Hosting Services. For Software hosted by Cotiviti, Cotiviti will provide Customer with Hosting Services as described in the relevant Order Form or SOW. Cotiviti reserves the right to suspend Hosting Services if Customer fails to pay the Hosting Services fees.

3.5. License of Deliverables. Cotiviti grants Customer a license to use the Deliverables under the same terms as the related Software.

3.6. No Hire Clause. Customer shall not solicit for employment or hire any employee of Cotiviti who has performed Services for Customer until twelve (12) months following employee's work on the Services. If Customer breaches this clause, Customer will pay Cotiviti a fee equal to twelve (12) months services at Cotiviti's standard billing rate for the employee.

4. Payments.

4.1. Fees and Payment Terms. Cotiviti may invoice Customer for: (a) the initial term of a fixed-term Software license, initial term of TSM Services, or a perpetual Software license, on or after the Order Form or SOW Effective Date; (b) Professional Services (including any travel and other reimbursable expenses) after the end of each calendar month or as otherwise stated in an SOW; and (c) renewal of a fixed-term Software license or TSM Services in advance of the applicable renewal term. Customer will pay all properly payable invoices within thirty (30) days of the date of invoice unless a specific amount is disputed in good faith prior to that due date. All payments must be made in U.S. dollars and are non-refundable. Customer will pay a finance charge of the lesser of one percent (1%) per month (i.e., twelve percent (12%) annually), or the maximum rate permitted by applicable law, and all collection costs, on amounts unpaid by Customer when due. Customer acknowledges that Customer has not relied on the future availability of any programs, services, functionality, features or updates in entering into the payment obligations of this Agreement.

4.2. Taxes. Taxes, including but not limited to, sales, VAT, withholding, asset, are Customer's responsibility (except for taxes based on Cotiviti's income) and will be billed separately, as applicable. Any applicable tax exemption certificates must be provided prior to invoicing.

5. Confidential Information.

5.1. Confidentiality. A receiving party will keep all Confidential Information in confidence and only use it for fulfilling obligations of this Agreement. Each party will restrict the Confidential Information to employees and agents who need to know the Confidential Information and have agreed in writing to protect its confidentiality with terms no less burdensome than the terms of this Agreement. Each party will protect Confidential Information with the same degree of care it uses to protect its own Confidential Information but no less than reasonable care. Each party will notify the other in writing of any misuse of disclosing party's Confidential Information. The obligations in this section shall continue for three (3) years after the expiration or termination of this Agreement, except for Cotiviti Property and trade secrets that shall continue indefinitely.

5.2. Exceptions. The obligations this section do not apply to any Confidential Information that: (a) is or becomes public; (b) was in the receiving party’s possession free of any obligation of confidentiality at the time of disclosure; (c) is developed by the receiving party independent from the disclosing party’s Confidential Information; or (d) is required by law or regulation to be disclosed, but only to the extent and for the purpose of the required disclosure after providing the disclosing party with advance written notice so the disclosing party has an opportunity to contest the disclosure or seek an appropriate protective order. Cotiviti’s confidential obligations do not apply to any suggestions or feedback provided by Customer for current or future products or services.

6. Warranties.

6.1. Limited Software Warranty. Cotiviti warrants that: (a) for a period of ninety (90) days, the Software as delivered to Customer will substantially conform with the Documentation; and (b) the Software has been scanned with commercially available anti-virus software. These warranties do not apply if: (i) the Customer does not provide notice of non-conformance during the warranty period; (ii) the Software has been damaged or modified by anyone other than Cotiviti; or (iii) the Software has been combined with other software or hardware not approved in the Documentation. Customer’s exclusive remedy for breach of the warranty in this section is for Cotiviti, at Cotiviti’s option, to: (y) correct or replace, at no additional charge, the portion of the Software not conforming with the Documentation; or (z) terminate the relevant Software license and refund the license fees paid for the non-conforming portion of the Software for the applicable License Term and any prepaid, unused fees for TSM Services.

6.2. Additional Warranty. Cotiviti warrants that Cotiviti has not been debarred from participating in any federal or state healthcare program.

6.3. Disclaimer of Warranties. EXCEPT FOR ANY LIMITED WARRANTY EXPRESSLY PROVIDED FOR IN THIS SECTION 6 (WARRANTIES), COTIVITI MAKES NO WARRANTIES REGARDING THE COTIVITI PROPERTY. COTIVITI PROPERTY IS PROVIDED “AS IS”, “AS-AVAILABLE”. TO THE EXTENT PERMITTED BY APPLICABLE LAW, COTIVITI PROVIDES NO OTHER WARRANTIES OF ANY KIND, DISCLAIMS ALL WARRANTIES (WHETHER EXPRESS OR IMPLIED,) IN THE COTIVITI PROPERTY, INCLUDING: (A) IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE; (B) IMPLIED WARRANTIES ARISING FROM COURSE OF PERFORMANCE, COURSE OF DEALING, OR USAGE OF TRADE; (C) WARRANTIES OF INFRINGEMENT; (D) STATUTORY WARRANTIES; (E) THAT THE COTIVITI PROPERTY IS FREE FROM ALL BUGS, ERRORS, OR OMISSIONS OR WILL OPERATE UNINTERRUPTED; OR (F) ACCURACY OF INFORMATIONAL CONTENT, OR NON-INTERFERENCE. FURTHER, COTIVITI AND ITS LICENSORS DO NOT WARRANT THE RESULTS OF USE OF THE COTIVITI PROPERTY.

6.4. Disclaimer of Third-Party Content. IF THE SOFTWARE CONTAINS THIRD-PARTY CONTENT OR SOFTWARE NOT CREATED BY COTIVITI, SUCH AS CODE LISTS FROM INDUSTRY STANDARD ASSOCIATIONS, COTIVITI PROVIDES THE THIRD-PARTY CONTENT AND/OR SOFTWARE “AS IS” AND WITHOUT WARRANTY OF ANY KIND. TERMS AND CONDITIONS OF THIRD-PARTY LICENSE TERMS ARE LISTED IN THE ATTACHED EXHIBIT A “ADDITIONAL THIRD-PARTY LICENSE TERMS” AND INCORPORATED INTO THIS AGREEMENT.

7. Indemnification.

7.1. By Cotiviti. Cotiviti shall defend Customer against any third-party claim or action against Customer arising from any infringement or misappropriation of that third party’s U.S. Intellectual Property Rights by the Software. Cotiviti will pay those third-party costs and damages finally awarded against Customer in that claim or action that are directly attributable to that claim or action, or those costs and damages agreed to in a monetary settlement of that claim or action which has been managed subject to the terms of this Section 7 (Indemnification).

7.2. By Customer. Customer shall defend Cotiviti against any claim or action brought by a third party against Cotiviti arising from Customer’s violation of any third party’s privacy or intellectual property rights in the Customer Data to be included in the Software or Services. Customer will pay those costs and damages finally awarded against Cotiviti in that claim or action (including reasonable attorneys’ fees) that are specifically attributable to the claim or action, or those costs and damages agreed to in a monetary settlement of that claim or action.

7.3. Conditions. The defending party's (the "**Indemnitor**") obligations under this section are conditioned on: (a) the defended party (the "**Indemnitee**") notifying the Indemnitor promptly in writing of the claim or action; (b) the Indemnitee giving the Indemnitor sole control of the defense thereof and any related settlement negotiations; and (c) the Indemnitee reasonably cooperating with the Indemnitor in the defense (including without limitation, by making available to the Indemnitor all documents and information in Indemnitee's possession or control that are relevant to the claim or action). If the Indemnitor has assumed the defense of a claim or action, the Indemnitor shall have the right to settle those aspects of the claim or action dealing only with the payment of money, if it pays those amounts as part of the settlement or entry of judgment, except that in connection with that defense or settlement, the Indemnitor may not enter into any agreement involving injunctive relief or imposition of any other obligation upon the Indemnitee without the Indemnitee's prior written consent.

7.4. Cotiviti's Options. If the Software becomes, or in Cotiviti's opinion is likely to become, the subject of an infringement or misappropriation claim or action, Cotiviti may, at its sole option and expense, do any of the following: (a) procure for Customer the right to continue using the Software; (b) replace the Software so that it becomes non-infringing; or (c) terminate Customer's license to use the Software in exchange for a refund of the applicable: (i) license fees paid to Cotiviti for the applicable License Term of the infringing or misappropriated Software, provided, however, that in the case of a perpetual license, the refund of fees shall be less depreciation over three (3) years from the date Cotiviti delivered the infringing or misappropriated Software to Customer; and (ii) any prepaid fees for the remaining unused duration of TSM Services.

7.5. Exclusions. Cotiviti has no obligation with respect to any infringement or misappropriation claim or action based on: (a) any use of the Software not in accordance with this Agreement; (b) use of the Software in combination with other products, equipment, or software not provided or expressly authorized by Cotiviti in the Documentation; (c) for On-Premise Software, use of any release of the Software other than the most current release; or (d) modification of the Software made by any person other than an Cotiviti employee or representative. This Section 7 (Indemnification) provides Cotiviti's sole and exclusive responsibility, and Customer's sole and exclusive remedy, for infringement or misappropriation of any third party's Intellectual Property Rights by the Software.

8. Limitation of Liabilities.

EXCEPT FOR COTIVITI'S INTELLECTUAL PROPERTY INFRINGEMENT LIABILITY ARISING UNDER SECTION 7 (INDEMNIFICATION), IN NO EVENT WILL COTIVITI BE LIABLE FOR ANY LOST REVENUE, PROFIT, OR LOST OR DAMAGED DATA, BUSINESS INTERRUPTION, LOSS OF CAPITAL, OR FOR SPECIAL, INDIRECT, CONSEQUENTIAL, INCIDENTAL, OR PUNITIVE DAMAGES HOWSOEVER CAUSED AND REGARDLESS OF THE THEORY OF LIABILITY OR WHETHER ARISING OUT OF THE USE OF OR INABILITY TO USE SOFTWARE OR OTHERWISE AND EVEN IF SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

EXCEPT FOR COTIVITI'S INTELLECTUAL PROPERTY INFRINGEMENT LIABILITY ARISING UNDER SECTION 7 (INDEMNIFICATION), IN NO EVENT SHALL COTIVITI'S AGGREGATE MAXIMUM LIABILITY TO CUSTOMER, WHETHER IN CONTRACT, TORT (INCLUDING NEGLIGENCE), BREACH OF WARRANTY, STRICT LIABILITY, OR OTHERWISE, EXCEED THE LICENSE FEES RECEIVED BY COTIVITI FROM CUSTOMER IN THE TWELVE (12) MONTH PERIOD PRIOR TO THE CLAIM PURSUANT TO THE ORDER FORM UNDER WHICH SUCH LIABILITY AROSE. THE FOREGOING LIMITATIONS SHALL REMAIN EFFECTIVE EVEN IF CUSTOMER'S REMEDIES FAIL OF THEIR ESSENTIAL PURPOSE. IF APPLICABLE LAW LIMITS THE APPLICATION OF THE FOREGOING LIMITATIONS, COTIVITI'S LIABILITY WILL BE LIMITED TO THE MAXIMUM EXTENT PERMISSIBLE.

SUBJECT TO THE LIMITATIONS IN THIS SECTION 8 (LIMITATION OF LIABILITIES), COTIVITI'S LIABILITY FOR CUSTOMER'S DIRECT DAMAGES ARISING FROM A BREACH OF COTIVITI'S CONTRACTED SECURITY OBLIGATIONS OR BREACH OF THE BUSINESS ASSOCIATE AGREEMENT ("BAA"), AS DEFINED IN THE BUSINESS ASSOCIATE AGREEMENT, WHERE THE ROOT CAUSE OF THE SECURITY INCIDENT AROSE FROM AN ACT OR OMISSION OF COTIVITI'S CONTRACTUAL OBLIGATIONS (AS DETERMINED BY AN INDEPENDENT INVESTIGATOR) WILL BE LIMITED TO (I) REASONABLE FEES AND EXPENSES CUSTOMER INCURS IN INVESTIGATING, RESPONDING TO, AND/OR MITIGATING THE SECURITY INCIDENT; AND/OR (II) FOR FINES, ASSESSMENTS, SANCTIONS, AND/OR CIVIL PENALTIES ASSESSED OR IMPOSED AGAINST CUSTOMER BY ANY GOVERNMENT AGENCY/REGULATOR.

ANY CAUSE OF ACTION RELATING TO THIS AGREEMENT MUST BE BROUGHT WITHIN TWO (2) YEARS AFTER A PARTY BECOMES AWARE OF OR REASONABLY SHOULD HAVE BECOME AWARE OF, SUCH ACTION.

COTIVITI HAS NO LIABILITY TO CUSTOMER TO THE EXTENT THAT: (I) THE SECURITY INCIDENT OR BREACH (AS DEFINED IN THE BAA) WAS CAUSED BY: (A) CUSTOMER'S FAILURE TO MEET ITS OBLIGATIONS UNDER THE BAA, THE AGREEMENT, OR UNDER APPLICABLE LAW, INCLUDING BUT NOT LIMITED TO, HIPAA AND/OR HITECH; AND/OR (B) A FORCE MAJEURE EVENT AS DEFINED IN THE AGREEMENT; (II) CUSTOMER'S COSTS AND EXPENSES ARE UNREASONABLE; (III) COTIVITI DID NOT HAVE, AND WAS NOT REQUIRED TO HAVE, POSSESSION, CUSTODY, OR CONTROL OF THE PHI INVOLVED IN THE SECURITY INCIDENT OR BREACH, OR (IV) AN INDEPENDENT THIRD PARTY FORENSIC ANALYSIS IDENTIFIES CUSTOMER AS THE ROOT CAUSE OF THE INCIDENT BY, THROUGH, OR FROM WHICH CUSTOMER'S DAMAGES ARISE.

9. Term and Termination.

10.1. Term of Agreement. This Agreement begins on the Agreement's Effective Date and continues until a party gives at least sixty (60) days' notice of termination provided that termination of this Agreement does not terminate any Services or Software licenses that have an end date, term (including perpetual or annual), or Commitment Term (as stated in the relevant Order Form or SOW) that extends past the termination or expiration of this Agreement, in which case this Agreement shall continue to apply as to the specific Software licenses or Services until the end of the term, including all renewals during a Commitment Term, set out in the relevant Order Form or SOW.

10.2. Term of Software Licenses. The Software is licensed on either a perpetual or annual basis, as set out in an Order Form or SOW. The term of each individual Software license granted under this Agreement is as follows: (a) for Software licensed on a perpetual basis, the term begins on the Order Form or SOW Effective Date and continues perpetually; and (b) for Software licensed on an annual basis, the term begins on the Agreement's Effective Date and continues for one (1) year. Software licensed on an annual basis will automatically renew for successive one- (1-) year terms, unless either party provides written notice to the other party at least sixty (60) days before the start of the next term. If an Order Form or SOW includes a commitment to renew an annual license for multiple years ("Commitment Term"), Customer agrees to renew the Software licenses every year during that Commitment Term.

10.3. Termination for Cause. If either party materially breaches this Agreement, the non-breaching party may give written notice to the breaching party of the breach. Upon notice of the breach, the breaching party has thirty (30) days to cure the breach (except for breach of the Licensing or Confidential Information sections, for which no cure period is necessary) then if it is not cured the non-breaching party may terminate the Agreement by providing notice. Upon termination for Customer's breach, Cotiviti may, without prejudice to its other rights: (a) invoice Customer all remaining payments owed; and (b) suspend performance of some or all of Cotiviti's obligations under the SOW or Agreement. Termination of an SOW for breach only applies to that SOW and does not terminate this Agreement or any Software license.

10.4. Termination for Bankruptcy or Insolvency. Either party may terminate this Agreement and any SOW(s) by written notice to the other party if the other party: (a) becomes the subject of a voluntary petition in bankruptcy or any voluntary proceeding relating to insolvency, receivership, liquidation, or composition for the benefit of creditors (including any application for a consent to the appointment of a receiver, custodian, trustee or liquidator, or making a general assignment for the benefit of its creditors); (b) becomes the subject of an involuntary petition in bankruptcy or any involuntary proceeding relating to insolvency, receivership, liquidation, or composition for the benefit of creditors, if that petition or proceeding is not dismissed within ninety (90) days following filing; or (c) ceases or suspends its business activities.

10.5. Termination Obligations. Upon expiration or termination of a license grant, (a) Customer will make no further use of the Software, (b) Customer will pay Cotiviti for any Services performed, pre-payable fees, and expenses, accrued through the effective date of termination; (c) each party will cease use of any Confidential Information of the other and return or destroy all copies of any Confidential Information. If Cotiviti has licensed On-Premises Software to Customer under this Agreement, then within five (5) business days following expiration or termination, Customer will either

destroy or return to Cotiviti the Software and all copies of the Software and Documentation in all forms, partial and complete, in all types of media and computer memory in Customer’s possession or control. Customer will promptly provide Cotiviti with a written certificate of compliance with this section signed by an authorized representative of Customer.

10. General.

10.1. Notices. All notices shall be given by personal delivery or nationally recognized courier service or United States Postal Service, certified return receipt with fees prepaid, to the notice address in this Agreement. The notice is considered delivered upon receipt and the date of receipt identified by the postal service on any return receipt card, as applicable, shall be conclusive evidence of receipt. Either party, by notice to the other, may change the address for written notices.

10.2. Government End Users. The Software (as well as third-party components within the Software) is “a commercial item” and “commercial computer software,” and the Documentation is “commercial computer software documentation,” all as defined in FAR section 2.101, and DFAR sections 252.227-7014(a) (1) and (5) respectively. If the user or licensee of the Software is an agency, department, or other entity of the United States government, the use, duplication, reproduction, release, modification, disclosure, or transfer of the Software, or any related Documentation of any kind, including technical data and manuals, is restricted by a license agreement or by this Agreement in accordance with Federal Acquisition Regulation 12.212 for civilian purposes and Defense Federal Acquisition Regulation Supplement 227.7202 for military purposes. The Software was developed fully at private expense by Cotiviti, Inc. at the address in the signature block below (and Cotiviti’s third-party providers). All other use is prohibited.

10.3. Compliance with Laws. The parties warrant that they will comply with all laws and regulations that are generally applicable to the party

10.4. Governing Law. This Agreement is governed by the laws of the state of Washington without regard to conflicts of laws principles with exclusive jurisdiction and venue in the state and federal courts in King County, Washington. This Agreement is not governed by the 1980 U.N. Convention on Contracts for the International Sale of Goods or the Uniform Computer Information Transactions Act as may be codified or amended by any jurisdiction. English is the governing language of this Agreement.

10.5. Legal Proceedings. The parties agree money damages are inadequate to remedy breaches of the Licensing and Confidential Information sections, therefore the non-breaching party will have the right, in addition to any other rights and remedies, to obtain injunctive relief to restrain any breach or threatened breach of those sections. The substantially prevailing party in a legal proceeding arising from this Agreement is entitled to recover, its reasonable attorneys, accountant and other expert fees and expenses.

10.6. Parties’ Relationship. Cotiviti and Customer are independent contractors, and this Agreement does not create any other form of relationship, such as an employer-employee or a joint venture arrangement. Except as stated in this Agreement, nothing is intended to provide or create any third-party beneficiary rights or any other rights in any other party. Cotiviti may, in its sole discretion, delegate all or part of its obligations hereunder to subcontractors, provided Cotiviti is liable for the conduct of its subcontractors to the same extent as Cotiviti’s own liability.

10.7. Force Majeure. If and to the extent that a party’s performance of any of its obligations under this Agreement is prevented, hindered or delayed by fire, flood, earthquake, elements of nature or acts of God, acts of war, terrorism, pandemics, civil disorders, Internet delays, failures, or connectivity issues, or any other similar cause beyond the reasonable control of that party, that party will be excused for that nonperformance, hindrance or delay with respect to the affected obligations affected for the duration of the event. The party whose performance is prevented, hindered, or delayed will continue to use commercially reasonable efforts to recommence performance as soon as reasonably possible.

10.8. Dispute Resolution. All controversies or claims arising out of or relating to this Agreement shall be resolved in accordance with the provisions of this section. First, the disputing party shall give the other party written notice of the controversy or claim in accordance with the notice provision of this Agreement. The parties will attempt in good

faith to resolve each controversy or claim within thirty (30) days following the delivery of the notice by negotiations between senior executives of the parties who have settlement authority. If the controversy or claim has not been resolved within thirty (30) days following delivery of the disputing party's notice, then either party may submit the dispute or controversy to a court of competent jurisdiction. Nothing in this section shall be deemed to prohibit or restrict either party from: (a) seeking injunctive relief; or (b) seeking other rights and remedies as it may have at law or equity for any actual or threatened breach of any provision of this Agreement relating to a party's Confidential Information or Intellectual Property Rights.

10.9. No Assignment. Customer may not assign this Agreement, in whole or in part, or transfer any of its rights, interests, or obligations under this Agreement, without the prior written consent of Cotiviti. Any attempt by Customer to assign this Agreement, in whole or in part, or transfer any of its rights, interests, or obligations under this Agreement without Cotiviti's consent, is null and void. Subject to the foregoing restriction on assignment and transfer by Customer, this Agreement is binding upon, inures to the benefit of, and is enforceable by the parties and their respective successors and assigns.

10.10. Interpretation. This Agreement is the result of negotiations between the parties and is being signed after consultation by the parties with their respective legal counsel. This Agreement will not be construed in favor of or against either party based on the extent either party participated in the preparation of this Agreement. If a court holds any provision of this Agreement to be illegal, invalid or unenforceable, the remaining provisions will remain in full force and effect and the parties will amend this Agreement to give effect to the stricken clause to the maximum extent possible. No waiver of a breach of this Agreement will be a waiver of any other breach, and no waiver will be effective unless made in writing and signed by an authorized representative of the waiving party.

10.11. Export Restrictions. The Software, including technology related to its production, development and use, is subject to U.S. Department of Commerce's Export Administration Regulations and the regulations of the U.S. Department of the Treasury, Office of Foreign Assets Control (collectively, "Export Laws"). Customer will comply with Export Laws, and Customer has the responsibility to obtain licenses or other approvals when required to export, re-export, or transfer the Software and related technology. The Software may not be (a) downloaded, or otherwise exported, re-exported, or transferred, directly or indirectly, in violation of Export Laws; or (b) used for any purposes requiring a license or other approval under Export Laws, including but not limited to, nuclear, chemical, or biological weapons or missiles proliferation. If customer is either (a) located in an embargoed country (currently Cuba, Iran, North Korea, Syria or the Crimea Region of Ukraine) or (b) listed on the U.S. Consolidated Screening List, then Customer's license to the Software and this Agreement shall terminate immediately.

10.12. Entire Agreement. This Agreement (together with any exhibits, Order Forms, any business associate agreements, or SOWs) constitutes the entire understanding between the parties on this subject, and supersedes all other written, electronic, or oral communications, on this subject. This Agreement may not be modified or amended except by a written agreement signed by the parties. Any purchase order used by the parties is for administrative use only and any terms included on or referenced by the purchase order are invalid. This Agreement and any amendments hereto may be executed by facsimile in one or more counterparts and taken together constitute a single agreement between the parties.

[signatures on the following page]

This Agreement is signed by duly authorized representatives of the parties:

COTIVITI, INC.

CUSTOMER NAME

Signed By: _____

Signed By: _____

Print Name: _____

Print Name: _____

Title: _____

Title: _____

Date Signed: _____

Date Signed: _____

Legal Reviewer Initials:

Cotiviti's Address for Notices:

10701 S. River Front Pkwy, Unit 200
South Jordan, Utah 84095
Attention: Legal Department
Email: legal@cotiviti.com

Customer's Address for Notices:

Attention: _____
Email: _____

Customer's Address for Invoices:

Attention: _____
Telephone: _____

[Exhibit A on the following pages]

EXHIBIT A
ADDITIONAL THIRD-PARTY LICENSE TERMS

1. **Third Parties.** Any third-party software or content included in the software (such as code sets and standards including but not limited to content from the American Medical Association) is governed by this Agreement and the following license terms, as applicable. Any third-party licensor of that material will be a direct and intended third-party beneficiary of this Agreement. These terms may be updated by Cotiviti providing notice of the new terms to Customer.
2. If the Software includes CPT content (“CPT Editorial Content”) licensed from the American Medical Association (“AMA”), then the following additional terms apply:
 - a. CPT Editorial Content is copyrighted by the American Medical Association and CPT is a registered trademark of the AMA.
 - b. Cotiviti, as a party to a license agreement with the AMA, is authorized to grant Customer a limited, non-exclusive, non-transferable, non-sublicensable license for Customer to use CPT Editorial Content in the Software, for the sole purpose of internal use by Customer within the United States. Upon termination or expiration of the agreement between Cotiviti and AMA, Cotiviti shall notify Customer. Customer shall continue to have the right to use CPT Editorial Content in the Software for the remainder of the year of the then-current annual release (e.g., through the end of the applicable calendar year) (“Customer Tail Period”). Customer’s continued use of the CPT Editorial Content during the Customer Tail Period is subject to Customer’s continued compliance with all its obligations under this Agreement. Upon the expiration of the Customer Tail Period, the sublicense granted under these terms shall automatically terminate.
 - c. The provision of updated CPT Editorial Content in the Software is dependent on a continuing contractual relationship between Cotiviti and the AMA under substantially the same terms.
 - d. Customer is prohibited from making CPT Editorial Content publicly available, creating derivative works (including translating), transferring, selling, leasing, licensing, or otherwise making the Software available to any unauthorized party, or a copy or portion of CPT Editorial Content to any unauthorized party, including a subsidiary, affiliate, or other legal entity, however designated, for any purpose whatsoever except as expressly permitted in this Agreement.
 - e. Customer expressly acknowledges and agrees to the extent permitted by applicable law, use of the CPT Editorial Content is at Customer’s sole risk and the CPT Editorial Content is provided “as is” without warranty of any kind. The AMA does not directly or indirectly practice medicine or dispense medical services. Fee schedules, relative value units, conversion factors and/or related components are not assigned by the AMA, are not part of CPT, and the AMA is not recommending their use. The CPT Editorial Content does not replace the AMA’s Current Procedural Terminology book or other appropriate coding authority. The coding information contained in the CPT Editorial Content should be used only as a guide.
 - f. Customer consents to the release of any information provided by Customer under this Agreement to the AMA. Customer further agrees to provide, without delay, additional information that the AMA (as a third-party beneficiary) may reasonably request, to verify the information including any information required under the audit provision of the Agreement, the address of Customer and names of any parent organizations. Nothing herein shall require Customer to submit or release information that would cause Customer to be in violation of applicable federal or state privacy laws.
 - g. U.S. Government Customers. CPT is commercial technical data, which was developed exclusively at private expense by the American Medical Association (AMA), 330 North Wabash Avenue, Chicago, Illinois 60611. This agreement does not grant the federal government a direct license to use CPT based on FAR 52.227-14 (Data Rights - General) and DFARS 252.227-7015 (Technical Data - Commercial Items).

