

QUIC NETWORK PURCHASE ORDER – Navicare EDI Modules



To: Quality Systems, Inc. (QSI)
18191 Von Karman Ave., Suite 450
Irvine, CA 92612

Attn: Charlene Buzea
Tel: (949) 255-2616, Ext. 274
Fax: (949) 255-2605

Clinic Name (Buyer)

Address

City, State Zip

Contact Person

Phone Number

Navicare EDI Modules

Buyer agrees to pay QSI the amounts indicated below for electronically processed transactions.
(Please check boxes next to services you wish to utilize)

Claims Processing Tax Id: _____ Number of Providers: _____

Includes: Up front Claim editing, Perpetual Claim Editing, Claim Tracking, Consolidated Payer Rejections

Supplemental Payer Error Messaging, Claims Denial Management, Payer Profiling, Ad Hoc Reporting Module, Global Recurring Error Report, Claims Not Acknowledged Report, Insurance Rejected Claims Report, Navicare Rejected Claims report, Rejection Trending report, Rejection Analytics report

Price: (Please Complete, Minimum of One Full Time Provider):

_____ Number of Full-time Providers. \$100 per provider per month (*Flat rate includes up to 600 claims per month, per provider. All claims exceeding 600 will be charged at a rate of \$0.19 per claim*)

_____ Number of Mid-Level Providers. \$50.00 per Mid-level provider (*Flat rate includes up to 200 claims per month, per provider. All claims exceeding 200 will be charged at a rate of \$0.19 per claim. Mid-levels will be billed at \$50 per provider if they bill independently of or in conjunction with a physician. Mid-levels include, but are not limited to Physician Assistants, Nurse Practitioners, Audiologists, Nurse Anesthetists, Surgical Assistants, Social Workers, Mid-Wives*).

*** Claim transactions for physicians and mid-levels are a cumulative number for billing purposes; the \$0.19 surcharge will only apply if this aggregate number is exceeded. Ex: for 10 physicians (600 claims per physician) and 2 mid-levels (200 claims per mid-level), the total number of allowable claims would be 6,400 before the surcharge took effect***

_____ Number of Clinics

Institutional (UB92/837I) Medical Claims Processing

Price: \$.39 per claim (Monthly Minimum \$100, does not count towards monthly claim allotment) See payer list for available payer connectivity. See Implementation, Training and Interface Support (page 2) for additional fees.

_____ Number of Clinics

Payer Claims Processing

Price: \$0.41 per paper claim

Electronic Remittance Processing (Where available)

Includes: Set up and Enrollment by provider for payers generating ERA file, 24/7 Web Access and File Download for available payer ERAs, Single Source for ANSI 835 v. 4010 ERA files for all available payers, Minimum one year storage of ERA files, Conduit between Payer and provider to facilitate accurate and complete Remittance Information. Navicare will commence invoicing for ERA as soon as Remittance becomes available on Navicare application. It is the primary responsibility of the clinic to coordinate auto-posting of remittance advice with respective PM Vendor.

_____ Number of Providers Requiring Payer Enrollment for Remittance

_____ Number of Clinics

Price: \$0.15 per claim (minimum fee per clinic of \$75 per month)

EOB Manager-Secondary Billing (ERA Viewing and Storage Module)

Includes: Ability to search, view, and print individual 'mock' EOBs to mimic Primary Electronic Remittance Advice and Store and Retrieve RA Data

Price: \$15 per Full time Provider/month; \$7 per Mid-level/month

Online Eligibility Verification

Includes: Hyper Link to On-Line Eligibility System, Access to Real Time Payer Eligibility Application for All Available Payers.

Price: (Please Choose)

_____ \$39 / month (Includes 100 transactions - \$.35 each additional)

_____ \$200 / month (Includes 1200 transactions – each additional \$.25)

_____ \$500 / month (Includes 3500 transactions – each additional \$.15)

_____ Number of Providers Requiring Payer Enrollment for Eligibility

National Correct Coding Initiative Edit Suite

Includes: Includes edits for codes that must maintain exclusivity for the same date of service and component codes that must be billed under Comprehensive codes (Medicare Only).

Price: \$8 per Full time Provider/month; \$4 per Mid-level/month

Local Medical Review Policy (LMRP) and National Coding Directive (NCD) Edits

Includes: Includes National and Local Fiscal Intermediary guidelines for procedures deemed medically unnecessary by Medicare; enables physicians to comply with federal law to prevent fraudulent billing to Medicare (Medicare Only).

Price: \$19 per Full time Provider /month; \$9 per Mid-level/month

Data Protection

Includes: Provides a web enabled, offsite backup of your data that can be restored to replace lost data in accordance with HIPAA requirements, Section 164.308, under Administrative safeguards.

Price: \$24 / month for 100 Meg; \$48 / month for 250 Meg

Implementation, Training and Interface Support

Provider & Clinic Implementation

Navicare QSI Claims Interface (per professional 837P)	\$1000 (one time)
Additional Clinic Implementation	\$500 (each clinic)
Registration & Payer Enrollment Services (claims)	\$50 per Provider (includes up to 3 agreements per provider, \$15 per addtl. agreement)
Navicare Claims Interface Support	\$250 per year
Payer Enrollment and Setup Services (Remittance/Eligibility)	\$15 per provider per payer (one time)

Secondary Billing (Requires version 9.3)

Initial Clinic Set-up	\$500 (one time)
Additional Clinic Set-up	\$250 (each clinic)

ERA (necessary for ERA transactions, includes M.1X32)

New Era User (M.1X22 never installed)	\$2,500 (one time)
Existing ERA User (moving to new clearinghouse)	\$900 (each)
Additional Clinic Set-up	\$500 (per clinic)

Institutional (UB92/837I) Medical Claims Processing (initial set-up)

Additional Clinics	\$1495 (for 1st clinic) \$995 (per clinic)
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Other Services

Support/Training & Auditing (billed on a usage basis)

- Remote Buyer Support/Training- *(Included for first 30 days)*
 - o 15 minutes per provider per month (included)
 - o Additional 15 minute increments \$10 per call

Buyer Training/Auditing/Clinic Management Software Support	
via phone <i>(hourly charge)</i>	\$100 per hr (1/2 hour minimum)
on site <i>(hourly charge + time/travel)</i>	\$150 per hr (1/2 hour minimum)
Customization/Programming	\$150/hr (1/2 hour minimum)

Additional Interfaces/Setup

- o Additional Clinic Management File: \$500 each
- o Additional Setup/Scoreboard: \$250 each

*Support/Training fees do not include claims research for claims with dates of service beyond 60 days. Clients desiring claims research for claims with Dates of Service beyond 60 days will be billed at Navicare's hourly rate.

**It is the primary responsibility of the Clinic to locate and upload test files to Navicare. Navicare will assist in this function at the above rates.

By: _____
Buyer's Authorized Representative

_____ Date

Notes:

1. Payment terms - due monthly upon receipt of invoice. Delinquent accounts may result in termination of QSI and Navicare's responsibility for processing of claims.
2. QSI and Navicare assume no liability for claims that may be rejected or found to be incomplete by any insurance carrier.
3. Interest will be charged on late payments at the rate of **1.5%** per month on all overdue amounts.
4. Buyer agrees to pay all local, state or excise tax, as required by law.
5. Above pricing will be adjusted to reflect any changes in postal rates.

Software License Agreement

Buyer acknowledges and agrees that the complete agreement between the parties regarding this transaction consists of: (a) the QSI Software License & Services Agreement between Buyer and QSI, and (b) any Addendum thereto and their applicable schedule(s) or attachment(s). DR/CBU 03/01/06

Attachment A

SERVICES AGREEMENT

This Services Agreement ("Agreement") is made and entered into as of this _____ day of _____, 2003 (the "Effective Date") by and between **Navicure, Inc.**, a Delaware corporation with its principal place of business located at 3237 Satellite Boulevard, Building 300, Suite 310, Duluth, GA 30096 ("**Navicure**"), and the Buyer identified below ("**Buyer**"). In consideration of the mutual undertaking herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereby agree as follows:

1. Definitions. As used in this Agreement and in addition to any other terms defined herein, the following defined terms will have the following meanings:

- 1.1. "Application" means Navicure's proprietary on-line software application located at www.navicure.com.
- 1.2. "Buyer Account" means the usernames and passwords provided to Buyer through which it may access the Application to receive Processing Services.
- 1.3. "Navicure Information" is defined in Section 7.1 of this Agreement.
- 1.4. "Order" means Navicure's standard order document which is executed by the parties and specifies, among other things, the Services and applicable fees.
- 1.5. "Other Service Fees" is defined in Section 4.1 of this Agreement.
- 1.6. "Other Services" means collectively those Registration Services, Payer Enrollment Services, PMS Interface Implementation and Support Services, Support Services and Buyer Training and Auditing Services (each of the foregoing defined in Section 2.3).
- 1.7. "Processing Service Fees" is defined in Section 4.1 of this Agreement.
- 1.8. "Processing Services" means the electronic claims processing services displayed on the Order and selected by Buyer, together with any other Internet-based EDI services selected or used by Buyer via the Application.
- 1.9. "Service Fees" means collectively Processing Service Fees and Other Service Fees.
- 1.10. "Services" means collectively the Processing Services, Support Services and Other Services.
- 1.11. "Services Description" means the document outlining the scope of the various Other Services, as such document is revised by Navicure from time to time.
- 1.12. "Interfaces" is defined in Section 2.3 of this Agreement.

2. License; Services.

2.1. Subject to the terms and conditions of this Agreement, including the payment of charges and fees as set forth herein, Navicure grants Buyer a non-exclusive, nontransferable, nonassignable, and limited right and license during the term of this Agreement to access and use the Application via a Web browser over the Internet through the Buyer Account only for Buyer's use in conjunction with the Processing Services. Navicure reserves all rights not expressly granted herein. Buyer may use the Application only to process Buyer's own data and may not (i) use, or permit any third party to use, the Application for time-sharing, rental, or service bureau purposes; (ii) copy, modify, sublicense, distribute, transfer, transmit or translate the Application; (iii) reverse engineer, decompile, disassemble or obtain possession of any source code or other technical material relating to the Application except to the extent otherwise permitted by applicable law; or (iv) remove, obliterate, alter or obscure the copyright and trademark notices on the Application, training materials or other materials provided to Buyer hereunder.

2.2. Subject to the terms and conditions contained herein (including, without limitation, any payment obligations), Buyer agrees to purchase and use, and Navicure agrees to make available to Buyer, the Processing Services.

2.3. In addition, Buyer is entitled to receive the following Other Services subject to the terms and conditions contained herein (including, without limitation, any payment obligations):

(a) **Registration Services.** During the term of this Agreement Navicure shall assist Buyer in registering for and implementing the Application as more fully described in the Services Description ("Registration Services").

(b) **Payer Enrollment Services.** During the term of this Agreement Navicure shall assist Buyers with completing, submitting, and obtaining approval for agreements with payers as more fully described in the Services Description ("Payer Enrollment Services"). Navicure is not a party to such agreements which are solely between Buyer and the applicable payers, nor shall Navicure have any responsibility or liability with respect to same.

(c) **PMS Interface Implementation and Support.** During the term of this Agreement Navicure shall provide assistance to Buyers in creating interfaces between the Application and third party software running on Buyer's site ("Interfaces"), as more fully described in the Services Description ("PMS Interface Implementation and Support Services"). The parties acknowledge and agree the Interfaces constitute a part of the Application and are consequently subject to Navicure's rights therein as described below. Buyer represents and warrants that Navicure shall have all rights and licenses of third parties necessary or appropriate for Navicure to perform any PMS Interface Implementation and Support Services. Sponsor agrees to produce evidence of such rights and licenses upon the reasonable request of Navicure.

(d) **Support Services.** During the term of this Agreement Navicure shall provide those certain support services as described on the "Support Page" included within the Application, which support will include online support tools and at the request of Buyer, telephone support (which is charged to Buyer on a per-call basis) and other features ("Support Services").

(e) **Buyer Training and Auditing.** During the term of this Agreement if so requested by Buyer, Navicure shall provide Buyer with training with respect to the Application and Processing Services, as more fully described in the Services Description ("Buyer Training and Auditing Services").

2.4. Navicure's obligation to perform Services hereunder is subject to any governmental requirements and restrictions that may now be or hereafter become applicable thereto. Navicure reserves the right to (a) change, add, or modify any particular Service or the manner in which such Service is delivered, as Navicure deems appropriate, (b) withdraw any particular Service upon notice to Buyer and (c) utilize third party subcontractors to provide all or part of the Services to Buyer.

3. Term and Termination.

3.1. This Agreement is effective for the initial term of 12 months from the Effective Date and shall thereafter automatically renew for successive 1 year renewal terms, unless either party gives the other party written notice of termination at least 30 days prior to the expiration of the initial term or any renewal terms thereof or unless terminated earlier in accordance with the terms and conditions below.

3.2. Except as otherwise provided in Section 4.3 below, either party may terminate this Agreement if the other party breaches the terms and conditions of this Agreement and if such breach is not cured within 30 days after written notice to the other party specifying such breach and the party's intention to terminate.

3.3. In the event Buyer becomes insolvent, is adjudicated bankrupt, files a voluntary petition in bankruptcy, has a receiver appointed for it, makes an assignment for the benefit of creditors, is subject to filing of an involuntary petition in bankruptcy which is not discharged within 30 days after filing, or takes any action or is subject to any action equivalent to any of the foregoing, then Navicure shall have the right, at its option, at any time thereafter, to terminate this Agreement and its obligations hereunder by giving Buyer written notice thereof.

3.4. Upon termination of this Agreement for any reason, (a) Buyer shall immediately return to Navicure all property of Navicure in its possession, including, but not limited to, any Navicure Information and provide Navicure with a signed written statement certifying its compliance with the foregoing; (b) all rights and licenses granted by Navicure hereunder to Buyer shall immediately cease; and (c) Sections 3.4, 4, 7, 8, 9.5, 10, 11, and 12 of this Agreement shall survive termination and remain in full force and effect. UPON EXPIRATION OR TERMINATION OF THIS AGREEMENT, NAVICURE MAY EXERCISE ITS ABILITY TO TERMINATE THE FUNCTIONALITY OF THE APPLICATION, AFTER WHICH BUYER SHALL NOT BE ABLE TO EXERCISE THE LICENSE RIGHTS IN THIS AGREEMENT OR OTHERWISE USE OR ACCESS THE APPLICATION IN ANY WAY. BUYER AGREES THAT NAVICURE SHALL IN NO WAY HAVE ANY LIABILITY FOR DAMAGES OR LIABILITY ARISING OUT OR RESULTING FROM BUYER'S INABILITY TO USE THE APPLICATION AFTER EXPIRATION OR TERMINATION OF THIS AGREEMENT. Notwithstanding the foregoing, Navicure will provide notice to Buyer prior to termination of Buyer's access to the Application to permit Buyer to access and download its data therefrom.

4. Prices and Payment.

4.1. Buyer shall pay Navicure's authorized third party billing agent as indicated on the Order, the fees for the Services as set forth on the Order and in accordance therewith, which include fees for Processing Services ("Processing Service Fees") and fees for Other Services, paper claims, and Buyer service fees ("Other Service Fees"). Buyer shall pay all Service Fees and other amounts on the day of the month indicated on the Order ("Monthly Billing Date") (a) in advance for the Processing Service Fees (i.e., those Processing Service to be provided during the period from the applicable Monthly Billing Date until the next Monthly Billing Date) and (b) for those Other Service Fees incurred during the period extending back from the applicable Monthly Billing Date to the prior Monthly Billing Date. All payments shall be made in United States dollars. If Buyer elects on the Order to pay the Service Fees owed under the Agreement by credit card or ACH account, Buyer authorizes Navicure, or Navicure's authorized third party billing agent as indicated on the Order, to charge the credit card or ACH account Buyer indicated on the Order on a monthly basis on the Monthly Billing Date. If Buyer elects on the Order to pay the Service Fees by invoice, then the invoice will be issued on the Monthly Billing Date. In addition, if Buyer elects to pay the Service Fees by invoice, then in addition to the Service Fees, Navicure may charge Buyer a percentage of the Service Fees (as indicated on the Order) to cover Navicure's administrative billing costs. Unless otherwise explicitly set forth herein, all fees are non-cancelable and non-refundable.

4.2. The Service Fees and other amounts payable hereunder do not include sales, use, excise, ad valorem, value added, utility or other similar taxes which may be applicable. Consequently, in addition to the specified amounts, Buyer shall pay directly the amount of any such present or future tax applicable hereunder, or Buyer shall reimburse Navicure for such taxes upon its receipt of billing therefor from Navicure; in lieu thereof, Buyer shall provide Navicure with a tax-exemption certificate acceptable to the applicable taxing authorities. This paragraph shall not apply to taxes based solely on Navicure's income.

4.3. Payment will be considered past due if Buyer's credit card company or ACH account refuses for any reason to pay the amount of Service Fees owed under the Agreement and that amount remains unpaid at the time the next payment is due. If Buyer has elected to pay on an invoice basis, all payments for fees and expenses will be due within 15 days after Buyer's receipt of an invoice for same. A late fee will be charged by Navicure on past due accounts and any other fees and expenses not paid to Navicure as provided under the Agreement at the lesser of the rate of 1½% per month commencing with the date payment was due or the highest rate allowable by applicable law. If any such unpaid amounts remain unpaid for a period of 10 days after written notice from Navicure to Buyer of nonpayment thereof, Navicure may (reserving cumulatively all other remedies and rights under this Agreement and at law) terminate this Agreement without further notice to Buyer.

4.4. No fewer than 60 days prior to the end of the then current term, Navicure shall have the right to increase the fees and charges payable by Buyer for the following term by notifying Buyer of such increase in writing. The amount of any such increase for any particular fee or charge will not exceed 10% of the equivalent fee or charge for the immediately preceding term. In addition to the foregoing, Navicure shall have the right to increase the fees and charges payable by Buyer to offset any increase in rates charged by communications common carriers or timesharing suppliers, or any access charges from insurance carriers, or if any change in the rules, regulations, or operating procedures of any service supplier or any federal, state, or local governmental agency or regulatory authority results in such cost increase. Any such increase shall become effective for Buyer upon notice by Navicure.

5. Security.

5.1. Navicure will make the security procedures available to Buyer as a part of the Services as set forth on Navicure's Web site at www.navicure.com. Navicure reserves the right to issue and change security regulations and procedures from time to time to improve such protection.

5.2. Buyer acknowledges that Buyer's protection of its Buyer Account codes and passwords is an integral part of maintaining the privacy and integrity of Buyer's data. Buyer agrees to keep confidential and not to disclose any Buyer Account code or passwords to third parties, nor will Buyer use an account code or password that was not issued to Buyer by Navicure. Buyer is solely responsible for any and all activities that occur under the Buyer Account including the selection and use of any code or passwords as may be permitted or required by the particular Service involved.

6. Additional Buyer Obligations.

6.1. Buyer will use the Services provided by Navicure hereunder only in accordance with (a) applicable laws, regulations, and rulings, now or hereafter imposed, and (b) the conditions of use which may be established or specified by Navicure from time to time and as may be set forth in any manuals, materials, documents or instructions furnished by Navicure to Buyer (electronically or otherwise). Navicure reserves the right to take all actions, including termination/suspension of Services pursuant to this Agreement, which it believes to be necessary to comply with applicable laws, regulations, rulings, and the Navicure conditions of use as described above. Buyer will request information from Navicure only in connection with the Services provided to Buyer hereunder and in connection with data that Buyer is legally entitled to view and/or modify.

6.2. Buyer represents and warrants that Buyer is authorized to provide all data and information submitted as part of the Processing Services hereunder. Buyer will ensure that every claim submitted via the Processing Services can be readily associated and identified with the corresponding patient's medical and business office records, including patient authorizations and signatures. All original and source documents will be retained according to federal and state laws and regulations. Buyer shall provide all supporting documents requested by Navicure and shall execute any and all documents and comply with any and all applicable procedures, rules and regulations which Navicure or applicable law may

require for the processing and transmission of Buyer's data hereunder. Buyer agrees that Navicure has the right, but not the obligation, to audit and confirm information submitted, and Buyer assumes all liability regarding said information.

- 6.3. Buyer agrees that all information submitted to Navicure pursuant thereto shall be true and accurate in all respects. Buyer further agrees to update all such information as that information changes, such that the information will be current and accurate as of the date of each transaction transmitted or otherwise processed under this Agreement.
- 6.4. Services provided by Navicure do not include equipment, devices or charges for the transmission or receipt of Processing Services by Buyer. At its own expense and independent of this Agreement, Buyer will procure and obtain such necessary equipment and supplemental service including, but not limited to, modems, Internet access and appropriate telecommunications service. Buyer must have software, equipment and Internet access meeting the requirements set forth at www.navicure.com to be able to use the Application and receive the Processing Services.
- 6.5. Buyer shall fully cooperate with Navicure by providing access to Buyer information, facilities, resources and personnel as reasonably requested by Navicure to perform the Services or any other of its obligations hereunder.
- 6.6. Buyer hereby agrees to indemnify, defend and hold Navicure, its directors, officers, affiliates, agents and employees, harmless from and against any and all losses, liabilities, damages or expenses of any type (or claims of damage or liability) arising out of or relating to third party claims, suits, proceedings, causes of action, allegations or demands asserted against Navicure arising out of or relating to Buyer's use of the Application or the Services, any information provided to Navicure by Buyer, or any breach by Buyer of the terms and conditions of this Agreement.
- 7. Proprietary and Confidential Information.**
- 7.1. Buyer acknowledges and agrees that information disclosed or otherwise made available by Navicure under this Agreement (including without limitation, any user documentation provided to Buyer hereunder, the terms and conditions of this Agreement, and the pricing for the Services) is proprietary and/or confidential to Navicure ("Navicure Information"). Buyer agrees to keep any and all Navicure Information confidential by exercising at least the same degree of care toward the Navicure Information as it does with respect to its own confidential information. Notwithstanding the above, Buyer will not disclose, divulge, distribute, publish, transmit or transfer the Navicure Information to any third party or use the Navicure Information for any purpose whatsoever other than as expressly authorized by the Agreement. Buyer's obligations with respect to the Navicure Information deemed a "trade secret" under applicable law will remain in effect for as long as the Navicure Information remains a trade secret under applicable law, and its obligations with respect to Navicure Information that is not deemed to be a trade secret will remain in effect for a period of three (3) years following receipt of the Navicure Information.
- 7.2. Notwithstanding any other provisions of this Agreement, Navicure may use information obtained from Buyer via the Application to prepare statistical analyses, reports, and benchmarking statistics for Navicure's own use or for distribution to third parties; provided, however, that Navicure's use or distribution does not violate applicable law. In addition, Buyer acknowledges that Navicure may transfer Buyer's information to a third party in connection with a permitted assignment of this Agreement or delegation of hosting or other duties. Buyer hereby waives any claim to any compensation for the use of such information. In addition, Buyer acknowledges and agrees that Navicure may disclose information pertaining to Buyer, its employees or Buyer and this Agreement to the Secretary of the Department of Health and Human Services and the Comptroller General, or any other government body, or duly authorized representatives of the foregoing, upon an audit or other inspection by any of the same of the records or facilities of Navicure.
- 8. Ownership.** Navicure and its suppliers expressly retain title and ownership to all worldwide intellectual property rights, including without limitation, design, trade secrets, know-how, patent rights, trademarks, service marks and copyrights in and to the Services, Application, source code of the Application, and any modifications, adaptations, derivative works, and enhancements made thereto. Buyer hereby waives any claim that it may have had or has to title and ownership of intellectual property rights in and to the Services, Application, source code of the Application, and Navicure Information, and any modifications, adaptations, enhancements, or derivative works made by or under the direction of Navicure or Buyer.
- 9. Disclaimer.** The Services, Application and any information provided hereunder and the results thereof are provided on an AS IS basis without warranty of any kind. NAVICURE MAKES NO WARRANTIES, REPRESENTATIONS, CONDITIONS, OR GUARANTIES, WHETHER EXPRESS OR IMPLIED, ARISING BY LAW, CUSTOM, ORAL OR WRITTEN STATEMENTS, OR OTHERWISE, INCLUDING BUT NOT LIMITED TO ANY IMPLIED WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, SYSTEM INTEGRATION, CONTENT ACCURACY, QUIET ENJOYMENT, NONINFRINGEMENT, OR OTHERWISE, ALL OF WHICH ARE HEREBY OVERRIDDEN, EXCLUDED, AND DISCLAIMED IN ALL RESPECTS. Without limiting the foregoing Buyer acknowledges and agrees that (a) Navicure does not warrant that use of the Services will be uninterrupted, secure or error-free, or that all errors will be corrected and (b) Navicure makes no warranty or representation concerning the accuracy, completeness, usefulness, or sufficiency of any Services, information or results thereof provided hereunder.
- 10. Limitations of Liability.**
- 10.1. IN NO EVENT WILL NAVICURE, ITS SUBSIDIARIES, ASSOCIATED COMPANIES, OR SUPPLIERS, BE LIABLE TO BUYER FOR SPECIAL, CONSEQUENTIAL, EXEMPLARY, INCIDENTAL, OR INDIRECT DAMAGES OR COSTS (INCLUDING LEGAL FEES AND EXPENSES) OR LOSS OF GOODWILL OR PROFIT IN CONNECTION WITH THE SUPPLY, USE OR PERFORMANCE OF OR INABILITY TO USE THE APPLICATION OR SERVICES OR IN CONNECTION WITH ANY CLAIM ARISING FROM THIS AGREEMENT OR THE USE OF THE APPLICATION OR SERVICES, REGARDLESS OF THE FORM OF CLAIM OR ACTION, EVEN IF NAVICURE, ITS SUBSIDIARIES, ASSOCIATED COMPANIES, OR SUPPLIERS, HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES OR COSTS.
- 10.2. THE LIABILITY OF NAVICURE, ITS SUBSIDIARIES, ASSOCIATED COMPANIES, OR SUPPLIERS, FOR ANY AND ALL CAUSES, WHETHER FOR NEGLIGENCE, BREACH OF CONTRACT, WARRANTY OR OTHERWISE ARISING OUT OF OR RELATING TO THIS AGREEMENT OR THE APPLICATION OR SERVICES COVERED HEREIN, SHALL, IN THE AGGREGATE, NOT EXCEED 1 MONTH'S AVERAGE BILLING TO BUYER HEREUNDER TAKEN OVER THE 12 MONTHS PRECEDING THE MONTH IN WHICH THE DAMAGE OR INJURY IS ALLEGED TO HAVE OCCURRED, OR, IF THIS AGREEMENT HAS NOT BEEN IN EFFECT FOR 12 MONTHS PRECEDING SUCH DATE, THEN OVER SUCH FEWER NUMBER OF PRECEDING MONTHS THAT THIS AGREEMENT HAS BEEN IN EFFECT. Any action of any kind by Buyer against Navicure arising as a result of this Agreement must be commenced within the minimum period of time which parties may by contract lawfully agree upon under applicable law as the period within which such suit must be commenced, or within 1 year from the date the right, claim, demand, or cause of action shall first accrue, whichever is longer.
- 10.3. Buyer acknowledges that, in connection with the Services provided under this Agreement, information shall be transmitted via telecommunications systems and facilities, all of which are beyond the control and jurisdiction of Navicure. Accordingly and without limiting the generality of the foregoing disclaimers and limitations, Buyer agrees that (a), Navicure will not be liable for any claim or demand against Buyer by any other party, (b) Navicure assumes no liability for or relating to the delay, failure, interruption or corruption of any data or other information transmitted in connection with the Services provided under this Agreement, and (c) in no event will Navicure be liable for any claim, loss, liability, correction, cost, damage, or expense caused by Navicure's performance or failure to perform hereunder which is not reported by Buyer within 30 days of such failure to perform.
- 10.4. Without limiting the generality of the foregoing disclaimers and limitations and Section 11 below, Navicure shall have no responsibility or liability with regard to actions of third parties, including but not limited to disputes concerning payment of claims, eligibility status of a patient, or any other payer-submitted information. Information submitted by a payer through Navicure is no guarantee of payment and does not constitute a promise to pay. In addition, eligibility information is subject to change and waiting periods may apply.

11. Force Majeure. Navicure shall not be liable to Buyer by reason of any failure in its performance of this Agreement if such failure arises out of causes beyond Navicure's reasonable control, including, but not limited to, unavailability of communications facilities, acts of God, acts of the public enemy, Buyer's actions or failure to act, acts of civil or military authority, governmental priorities, fires, floods, strikes, unavailability of labor, materials, or energy sources, delay in transportation, riots or war.

12. General Provisions.

12.1. Buyer may not assign the Agreement, in whole or in part (by operation of law or otherwise), without Navicure's prior written consent; Navicure may assign the Agreement in its sole discretion at any time without notice to Buyer. The obligations of Navicure under this Agreement may be provided or fulfilled by any subcontractor of Navicure. Subject to the foregoing, the Agreement will be binding upon and will inure to the benefit of the parties and their respective successors and permitted assigns.

12.2. If any part of this Agreement is held to be invalid, illegal, or unenforceable, such part will be treated as severable, and the remaining parts of the Agreement shall continue to be valid and enforceable as to the parties hereto. Should any provision of this Agreement require judicial interpretation, the parties agree that the court interpreting or construing the same shall not apply a presumption that the terms of this Agreement shall be more strictly construed against one party than against another.

12.3. This Agreement shall be construed and the rights and obligations of the parties shall be determined in accordance with the substantive law of the State of Georgia, without giving effect to conflicts of laws provisions. The parties agree that the United Nations Convention on Contracts for the International Sale of Goods shall not apply in any respect to this Agreement or the parties hereto. Buyer consents and submits to the jurisdiction and venue over any action, suit or other legal proceeding that may arise out of or in connection with this Agreement, by the federal and state courts of appropriate jurisdiction located in Fulton County, Georgia. Buyer hereby waives any objections to jurisdiction or venue in any proceeding before such courts.

12.4. A waiver by either of the parties hereto of any breach by the other party of any of the terms, provisions or conditions of this Agreement or the acquiescence of either party hereto in any act (whether commission or omission) which but for such acquiescence would be a breach as aforesaid, shall not constitute a general waiver of such term, provision or condition of any subsequent act contrary thereto. No provision of this Agreement shall be deemed waived by a party unless such waiver is in writing and signed by a duly authorized representative thereof.

12.5. Buyer agrees to reimburse Navicure for all costs and expenses, including reasonable attorneys' fees and, where applicable, costs and fees associated with collection efforts, incurred by Navicure in enforcing Navicure's rights or remedies under this Agreement.

12.6. Navicure shall provide notice to Buyer via email, or (at its discretion) via certified U.S. Mail, to the address provided on the Registration Page or such other address provided by Buyer to Navicure. Buyer shall provide notice to Navicure via email to support@navicure.com, with a copy sent via certified U.S. Mail to the address on the Registration Page. Notices will be effective six (6) hours after sending if sent via email (unless the sender receives a response indicating that the message was undeliverable) or three (3) business days after the mailing date, whether or not received. Refusal to accept delivery shall be deemed receipt.

12.7. This Agreement (including the Registration Page and any other documents referenced herein) contains the full understanding of the parties with respect to the subject matter contained herein and supersedes all negotiations, agreements, contracts, commitments, and understandings, both verbal and written between the parties with respect to the subject matter contained herein. Neither the course of conduct between the parties nor trade usage shall act to modify or alter the provisions of this Agreement. In the event Buyer issues a purchase order, memorandum, or instrument covering the Services herein provided, it is hereby specifically agreed and understood that such purchase order, memorandum, or instrument is for Buyer's internal purposes only, and any and all terms and conditions contained therein, whether printed or written, shall be of no force or effect.

12.8. Except as herein expressly provided to the contrary, the provisions of this Agreement are for the benefit of the parties hereto solely, and not for the benefit of any other person, persons, or legal entities.

12.9. No modifications, additions, or amendments to this Agreement shall be effective unless made in writing as an addendum to this Agreement and signed by duly authorized representatives of the parties.

12.10. The following applies to all acquisitions of the license to the Application by or for the U.S. government or by any prime contractor or subcontractor under any contract, grant or other activity with the U.S. government. The Application and Services utilizing such Application provided to Buyer hereunder are "commercial items" as that term is defined at 48 C.F.R. 2.101 (October 1995) consisting of "commercial computer software" and "commercial computer software documentation" as such terms are used in 48 C.F.R. 12.212 (Sept. 1995) and other applicable acquisition regulations and are provided to the U.S. Government only as a commercial item. Consistent with 48 C.F.R. 12.212 and 48 C.F.R. 227.7202 (June 1995), all U.S. Government users and licensees acquire the software and its associated documentation with only those rights and subject to the restrictions set forth in this Agreement. Notwithstanding the foregoing, the Application may not be acquired by the U.S. government pursuant to a contract incorporating clauses prescribed by FAR Subpart 27.4 (June 1987) or DFARS Subpart 227.4 (Oct. 1988). Contractor/manufacturer Navicure, Inc., 3483 Satellite Boulevard, Suite 221, Duluth, GA 30096

Navicure: Navicure, Inc.

By: _____

(Type or print name): _____

Title: _____

Date: _____

Buyer: _____

a _____ [Entity: Corporation ___ Other: _____]

By: _____

(Type or print name): _____

Title: _____

Date: _____

Address: _____

Navicure - QSI Provider

Registration Form

Clinic Information

Clinic Name	
Address #1	
Address #2	
City	
State	
Zip Code	
Phone Number	
Fax Number	
Tax Identification Number	
Contact Name	
Email Address	
What software version are you using?	

Insurance Group Provider Numbers

Blue Shield	
Medicare	
Medicaid	

System Information

Windows Operating System?	
Internet Explorer Version and Cipher Strength?	
Have you had training yet?	

Facility / Office Locations Information (Not Required if there is only 1 office and it is the same as the Clinic Information)

Facility / Office Name	
Address #1	
Address #2	
City	
State	
Zip Code	
Phone Number	
Fax Number	

Facility / Office 2

Facility / Office Name	
Address #1	
Address #2	
City	
State	
Zip Code	
Phone Number	
Fax Number	

Facility / Office 3

Facility / Office Name	
Address #1	
Address #2	
City	
State	
Zip Code	
Phone Number	
Fax Number	

Print Additional Pages as Necessary

Provider Information

Provider Name (Last, First, MI) & Degree	
Social Security Number	
UPIN Number	
Specialty	
Email Address	
Blue Shield Number	
Medicare Number	
Medicaid Number	

Provider 2

Provider Name (Last, First, MI) & Degree	
Social Security Number	
UPIN Number	
Specialty	
Email Address	
Blue Shield Number	
Medicare Number	
Medicaid Number	

Provider 3

Provider Name (Last, First, MI) & Degree	
Social Security Number	
UPIN Number	
Specialty	
Email Address	
Blue Shield Number	
Medicare Number	
Medicaid Number	

Print Additional Pages as Necessary