

QuickClaim PORTAL END USER AGREEMENT

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Licensee agrees that all proprietary and/or confidential business information of Licensor or any of its suppliers, including trade secrets, software or other business or

technical information, which Licensee obtains under this Agreement is Confidential Information, except for information which Licensee can demonstrate was (a) rightfully received without restriction from a third party without breach of any obligation to the Licensor, (b) generally available to the public without breach of this Agreement or (c) independently developed by it without reliance on such information. Licensee agrees that it will not use, disseminate or otherwise disclose any Confidential Information, that it will take reasonable measures to prevent any improper use or disclosure and that it will be responsible for any improper use or disclosure of any Confidential Information by its employees or contractors.

Licensee understands and agrees that a violation of this section by Licensee will cause irreparable injury to Licensor for which there may be no adequate, and that Licensor shall be entitled to injunctive and other equitable remedies to prevent or restrain a violation, without the necessity of proving actual damages or posting bond. This remedy shall be in addition to any other right or remedy, at law or in equity, held by Licensor.

2. User Restrictions.

1. Licensee agrees that:

- a) Licensee will not tamper with or otherwise interfere or attempt to interfere with the functionality or proper working of the Quick Claim Portal;
- b) Licensee will not make illegal use of the Quick Claim Portal or use it for purposes which are illegal;
- c) Licensee will use the Portal only for authorized purposes;
- d) Licensee agrees that it will restrict its access only to authorized sections of the Quick Claim Portal, and agrees that any attempt to access non-authorized sections is prohibited and constitutes a violation of this Agreement;
- e) Licensee further agrees that it will restrict its access only to data to which it is authorized and agrees that any attempt to access non-authorized data is prohibited and constitutes a violation of this Agreement;
- f) Licensee agrees to access the Portal solely on a human-interactive basis and agrees that scripts or any other automated interactions are prohibited and constitute a violation of this Agreement;

- g) Licensee agrees to submit only the amount of request data necessary to access the Quick Claim Portal on a human-interactive basis and agrees that overloading the Portal with request data (i.e. Denial of Service/Distributed Denial of Service) is prohibited and constitutes a violation of this Agreement;
- h) Licensee will not interfere with anyone else who is a user of the Quick Claim Portal in their use of the Portal;
- i) Licensee will follow U.S. and international law regarding transmitting data and will not attempt to gain access to Licensor's computer system or any other computer system;
- j) Licensee will not remove, obscure or alter any notice of any logo, trademark or other intellectual property or proprietary right designation appearing on or contained within the Portal.

2.2. Licensee agrees to protect any confidential information accessed through the Quick Claim Portal from disclosure to non-authorized third parties. Confidential information includes, but is not limited to:

- Personal Health Information (PHI);
- personal identifying information of health plan participants; and
- Confidential Information of Licensor or any of its suppliers.

2.3. Licensee agrees and understands that it is responsible for maintaining the confidentiality of login credentials used for access to the Quick Claim Portal, and that Licensee is solely responsible for any actions taken by anyone gaining access through use of those login credentials. Licensee agrees to safeguard the confidentiality of such credentials and to promptly advise Licensor in the event such credentials have been lost or improperly used.

3. Warranty Disclaimers and Limitation of Liability.

Except as specifically set forth in this Agreement, Licensor makes no other representations of warranties, express or implied, including without limitation any warranty of merchantability or fitness for a particular purpose, with respect to the Quick Claim Portal. Licensee agrees that use of the Portal is at its own risk. The Quick Claim Portal is provided on an "as is" and "as available" basis.

Neither Licensor (nor any of its agents or affiliates nor each of their officers, directors, employees, contractors, subcontractors or the like (“Associates”)) warrant that use of the Quick Claim Portal will be uninterrupted or error-free.

Under no circumstances shall Licensor or its Associates be liable for any direct, indirect, incidental, special, exemplary, punitive, or consequential damages that result from, arise out of, or otherwise relate to Licensee’s use of or inability to use the Quick Claim Portal, or any website linked to the Quick Claim Portal, including but not limited to reliance by Licensee on any information obtained from the Quick Claim Portal site that results in mistakes, omissions, interruptions, deletion or corruption of files, viruses, delays in operation or transmission, or any failure of performance, or any loss of profit, loss of goodwill or data, or cost of procurement of substitute goods or services or other intangible loss suffered.

The Quick Claim Portal utilizes industry accepted security systems in an attempt to eliminate unauthorized access to private information. By using the Quick Claim Portal, Licensee expressly agrees to not hold Licensor or its Associate liable in the event of unauthorized access and subsequent use of Licensee’s company information or any related to its customers. The foregoing limitation of liability shall apply in any action, whether in contract, tort or other claim, even if an authorized representative of Licensor has been advised of or should have had knowledge of the possibility of such damages.

Licensee agrees to defend, indemnify and hold harmless Licensor and any of its Associates from and against any and all claims, damages, obligations, losses, liabilities, costs or debt, and expenses (including but not limited to attorney’s fees) arising from (1) Licensee’s use of and access to the Quick Claim Portal; (2) Licensee’s violation of any term or condition in this Agreement; or (3) Licensee’s violation of any right owed to a third party, including without limitation any copyright, property, or privacy right. This defense and indemnification obligation will survive this Agreement and Licensee’s continued use of the Quick Claim Portal.

4. Termination/Suspension of License.

This Agreement (and Licensee’s access and use of the Quick Claim Portal) can be terminated at any time by either Licensor or Licensee by written notice being

provided to the other party. Notice shall be sent to the address of the party listed in this Agreement (or to any subsequent address provided by one party to the other after commencement of this Agreement.)

Upon termination of this Agreement, all rights of Licensee to access and use the Quick Claim Portal shall cease and all obligations owed under this Agreement shall end, except that the provisions regarding Licensor's ownership, intellectual property and confidential information in Section 1 and warranty disclaimers and limitation of liability in Section 3, along with any damage claims which Licensor may have against Licensee for violation of this Agreement, shall survive.

Licensor may suspend this Agreement (and Licensee's access and use of the Quick Claim Portal) for any reason for such time as Licensor in its sole discretion determines appropriate. Further, Licensor reserves the right to modify the Quick Claim Portal during the term of this Agreement.

5. Entire Agreement.

This Agreement constitutes the entire agreement between Licensor and Licensee regarding the subject matter hereof and supercedes any and all prior or contemporaneous representations, understandings, agreements or communications between Licensor and Licensee, whether written or oral, regarding the subject matter.

6. Governing Law.

This Agreement shall be governed by and construed in accordance with the laws of the State of Minnesota, without regard to its conflicts of law provisions.

7. Assignment.

This Agreement and the rights and obligations hereunder are personal to Licensee, and may not be assigned or otherwise transferred, in whole or in part, without Licensor's prior written consent. Any attempt to do otherwise shall be void and of no effect. Without Licensee's consent, Licensor may assign this Agreement to any third party. This Agreement shall be binding upon, and inure to the benefit of, the successors, representatives and permitted assigns of the parties.