

OCERIS, Inc. Electronic Statement Agreement

This electronic statements agreement (the "Agreement") is entered into this ___ day of _____, _____ (the "Effective Date"), by and between **OCERIS, Inc.**, an Alabama corporation, having as its address **600 Blvd South SW STE 305, Huntsville AL 35802** ("OCERIS, Inc."), and _____ having as its address at _____ ("Client").

Recitals

A. OCERIS, Inc. is in the business of providing electronic statement processing.

B. Client is a Medical Practitioners office requiring electronic statement services, and Client wishes to engage OCERIS, Inc. to provide those services.

NOW THEREFORE, in consideration of the mutual agreements, covenants, and conditions contained herein, and for other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the parties hereby agree as follows:

1. Services offered

1.1 Specifics

OCERIS, Inc. agrees to provide the following services to Client: Electronic statement processing.

1.2 Generally

As soon as is commercially practicable after the Effective Date, OCERIS, Inc. will specify to Client, procedures according to which Client may deliver necessary inputs to OCERIS, Inc. in electronic format for performing various services. Client agrees to comply with all procedures established by OCERIS, Inc. OCERIS, Inc. expressly reserves the right to change its procedures but shall provide reasonable notice and training to Client of any such changes. OCERIS, Inc. will exercise reasonable efforts to provide technical assistance to Client during OCERIS, Inc.'s regular business hours. OCERIS, Inc. will make such technical assistance available by telephone or e-mail at the number and address published on OCERIS, Inc. website.

1.3 Commencement and Turn-around

Client will begin transmitting relevant data to OCERIS, Inc. on the date agreed to by both parties. Thereafter, OCERIS, Inc. will exercise commercially reasonable efforts to complete the agreed upon service within stipulated time.

1.4 Description of Services

OCERIS, Inc. will print, fold, and mail statements generated by client within **four business days** of notification of client that statements are ready to be processed. The receive date of notifications received after standard business hours of 5 PM CST will be the following business day. Client is solely responsible for the generation of the statement information using their software system, and OCERIS, Inc. is not responsible for invalid data, bad address, or incorrect statements.

1.5 General Restrictions of Usage

Client will not (i) use or make available the services provided by OCERIS, Inc. for the use and benefit of any third parties other than Client or any physician affiliated with Client or any agent or employee of Client ("Related Party"). Client will ensure that its use and any Related Party's use of OCERIS,

Inc.'s services and Client's performance of its obligations under this Agreement comply with all applicable laws, statutes, regulations or rules promulgated by governing authorities having jurisdiction over the parties and this Agreement, including, without limitation, any applicable provisions of the Health Insurance Portability and Accountability Act of 1996 and/or 45 CFR Parts 160 and 167.

2. Fees, payments, and service terms

2.1 Fees

Electronic statement processing fees: See Schedule A.

2.2 Postage Rates

Fees are based on United States Postal Service postal rates. If postal rates increase, the single page statement fee will increase by the same amount.

2.2 Payment for Services

In consideration for the services performed by OCERIS, Inc. under this Agreement, Client will pay to OCERIS, Inc., without offset or deduction service fees in accordance with the rates specified in the document "OCERIS, Inc. Billing Service Agreement.doc", less any applicable discounts offered by OCERIS, Inc. In the event of automatic renewal of this Agreement pursuant to Section 3.2, the applicable fees for the subsequent Twelve (12) month term shall be in accordance with the applicable rates published by OCERIS, Inc. as its current standard rates on the date of automatic renewal.

2.3 Time of Payment

OCERIS, Inc. will submit invoices for its services directly to Client on a monthly basis. Payment shall be due thirty (30) days from receipt of the invoice at the address indicated on the invoice. Client will pay a late fee equal to 5% of any unpaid invoice or \$10.00, whichever is greater, if payment is not received by OCERIS, Inc. by the twenty fifth (25th) day after the date appearing on an invoice. Any portion of any fee or other amount payable by Client hereunder that is not paid within thirty (30) days after the due date will accrue interest at one and one-half percent (1.5%) per month or the maximum rate permitted by applicable law, whichever is less, from the due date until paid.

2.4 Suspension of Service on Default

Client acknowledges that OCERIS, Inc. may suspend all services hereunder if Client defaults on payment for the services rendered until payment is made or until OCERIS, Inc. terminates this Agreement pursuant to Section 3.3, and such remedy will be in addition to any other right or remedy which OCERIS, Inc. may have against Client in law or equity.

3. Term and Termination

3.1 Base Term

There is no specific term required for this agreement. Termination can be initiated by either party pursuant to section 3.2.

3.2 Termination

Either OCERIS, Inc. or Client may unconditionally terminate this agreement upon 30 (thirty) days written notice.

3.3 Cessation of Services

Upon notice of termination, OCERIS, Inc. will complete any open claims which need to be filed through the time of termination but will not be responsible for items requested by Client after the

date of termination. Client agrees that it will pay for all such services as provided in Section 2 of this Agreement.

3.4 Payment upon Termination

In the event any amounts payable by Client under this Agreement remain unpaid upon termination, Client will promptly pay all such amounts to OCERIS, Inc., without offset or deduction.

3.5 Survival

The provisions of Sections 2, 3.2, 3.4, 4, 5, 6.1, 6.3, and 7 will survive the termination of this Agreement.

4. Privacy statement

OCERIS, Inc. will make all reasonable efforts to protect the personal, private and confidential information transferred to OCERIS, Inc. by Client and any Related Party. Client agrees however, the OCERIS, Inc. has the right to disclose any information as necessary to satisfy any law, regulation or other government or judicial command, and for the normal operation of its business as contemplated by the parties in performance of this Agreement. OCERIS, Inc. cannot guarantee the privacy of the records, communications or other information transmitted, received or accessed during the performance of this Agreement, but will make all reasonable efforts with reasonably available technologies to maintain the privacy and confidentiality of all such records, communications and other information. OCERIS, Inc. will not intentionally disclose or provide information to third parties unless at the direction of Client unless required by any law, regulation or other governmental or judicial command.

5. Disclaimers, Exclusions and Limitations of Liability

5.1 Disclaimer

Except as expressly set forth herein, to the maximum extent permitted by applicable law, the services provided by OCERIS, Inc. under this agreement are provided **"as is,"** and OCERIS, Inc. disclaims any and all other promises, representations and warranties, whether express, implied or statutory, including, but not limited to, any warranties of merchantability, fitness for a particular purpose, non-infringement and/or quiet enjoyment. OCERIS, Inc. does not warrant that the services provided will meet Client's requirements or that the operation of any other technology provided or used by OCERIS, Inc. will be uninterrupted or error-free. Without limiting the generality of the foregoing, Client acknowledges that the quality of the services provided is dependent upon many factors and OCERIS, Inc. expressly disclaims any warranty with respect to the accuracy of all work products.

5.2 Exclusions of Remedies; Limitation of Liability

OCERIS, Inc. will not be liable to Client or any Related Party or any third party for any incidental, indirect, special, consequential or punitive damages, regardless of the nature of the claim, including, without limitation, lost profits, costs of delay, any failure of delivery, business interruption, costs of lost or damaged data or documentation, or liabilities to third parties arising from any source, even if OCERIS, Inc. has been advised of the possibility of such damages. This limitation upon damages and claims is intended to apply without regard to whether other provisions of this agreement have been breached or have proven ineffective. OCERIS, Inc.'s cumulative liability to Client for all claims arising from or relating to this Agreement, including, without limitation, any cause of action sounding in contract, tort, or strict liability, will not exceed the total amount of all fees paid to OCERIS, Inc. by Client during the three (3) month period immediately preceding the event, act or omission giving rise to such liability. This limitation of liability is intended to apply without regard to whether other provisions of this agreement have been breached or have proven ineffective.

5.3 Events Beyond OCERIS, Inc.'s Control

OCERIS, Inc. will not be liable for any failure or delay in performing its obligations hereunder, and such failure or delay shall not constitute a material breach of this Agreement, if such failure or delay are due to circumstances beyond the reasonable control of OCERIS, Inc., including, without limitation, problems with internet access at either Client's place of business or OCERIS, Inc. place of business, any technological problems, any failure of telecommunication services, acts of any governmental body, war, insurrection, sabotage, embargo, fire, flood, strike or labor disturbance, interruption of or delay in transportation, or inability to obtain materials, supplies or power used in, or the equipment needed for the provisions of services described in this Agreement.

5.4 Essential Basis of the Agreement

Client acknowledges and understands that the disclaimers, exclusions and limitations of liability set forth in this Section 5 form an essential basis of the agreement between OCERIS, Inc. and Client, that OCERIS, Inc. and Client have relied upon such disclaimers, exclusions and limitations of liability in negotiating the terms and conditions in this Agreement, and that absent such disclaimers, exclusions and limitations of liability, the terms and conditions of this Agreement would be substantially different.

6. Indemnity

6.1 Client's Representations

Client hereby represents and warrants (i) that the execution and performance of this Agreement will not conflict with or violate any provision of any law having applicability to Client or any Related Party; (ii) that Client owns or has the right to provide any information provided to OCERIS, Inc. under this Agreement; (iii) that the use, provision of access and/or disclosure by OCERIS, Inc. of information provided by Client or a Related Party in performance of this Agreement will not conflict with or violate any provision of any law having applicability to either of the parties or any Related Party, including, without limitation, the Health Insurance Portability and Accountability Act of 1996 (Public Law 104-191) or any rules or regulations promulgated thereunder, nor constitute a tort against any third party, nor constitute a breach of contractual obligations between any third party and Client or a Related Party; (iv) that this Agreement will constitute a valid and binding obligation of Client and will be enforceable against Client in accordance with its terms; and, (v) if Client is an entity, the individual executing this Agreement is duly authorized to execute this Agreement on Client's behalf and to bind Client to the provisions herein.

6.2 Intellectual Property Rights

Client hereby represents and warrants that Client will not use the services of OCERIS, Inc. to copy, upload, post, publish, transmit, reproduce or distribute in any way, information or other material which is protected by a copyright or other proprietary right, or derivative works with respect thereto, without obtaining permission of the copyright owner or the right holder.

6.3 Indemnification of Parties

Both Client and OCERIS, Inc. agrees to indemnify, hold harmless and if necessary to defend each other, their officers, directors, employees and agents from and against any losses, liabilities, costs (including reasonable attorneys' fees incurred with or without suit, in arbitration or mediation, on appeal or in bankruptcy or similar proceedings) or damages resulting from a breach by either party of its obligations, representations or warranties made under this Agreement.

7. Miscellaneous

7.1 Entire Agreement

This Agreement sets forth the entire agreement and understanding between OCERIS, Inc. and Client with respect to the subject matter hereof and supersedes and merges all prior oral and written

agreements, discussions and understandings between OCERIS, Inc. and Client with respect to the subject matter hereof, and neither OCERIS, Inc. nor Client will be bound by any conditions, inducements or representations other than as expressly provided for herein.

7.2 Independent Contractors

In making and performing this Agreement, Client and OCERIS, Inc. act and will act at all times as independent contractors, and, except as expressly set forth herein, nothing contained in this Agreement will be construed or implied to create an agency, partnership or employer and employee relationship between them. Except as expressly set forth herein, at no time will either OCERIS, Inc. or Client make commitments or incur any charges or expenses for, or in the name of, the other party.

7.3 Notices

All notices required by or relating to this Agreement will be in writing and will be sent by means of certified mail, postage prepaid, and, (i) if to OCERIS, Inc., to the address set forth in the preamble to this Agreement; (ii) if addressed to Client, to the address set forth in the preamble to this Agreement; or, (iii) if to either party, addressed to such other address as the receiving party may have given by written notice in accordance with this provision. All notices required by or relating to this Agreement may also be communicated by facsimile or electronic mail, provided that the sender receives and retains confirmation of successful transmittal to the recipient. Such notices will be effective on the date indicated in such confirmation.

7.4 Amendments; Modifications

This Agreement may not be amended or modified except in a writing duly executed by the party against whom enforcement of such amendment or modification is sought.

7.5 Assignment; Delegation

Client will not assign any of its rights or delegate any of its duties hereunder without the prior written consent of OCERIS, Inc., and, absent OCERIS, Inc.'s consent, any attempted assignment or delegation by Client will be null, void and of no effect.

7.6 Subcontractors

Client acknowledges and agrees that OCERIS, Inc.'s might use subcontractors to provide some or all of the services described in this Agreement, and that the use of such subcontractors shall be at OCERIS, Inc.'s sole discretion and without notice to Client.

7.7 No Third Party Beneficiaries

The parties acknowledge that the covenants set forth in this Agreement are intended solely for the benefit of the parties, their successors and permitted assigns. Nothing herein, whether express or implied, will confer upon any person or entity, other than the parties, their successors and permitted assigns, any legal or equitable right whatsoever to enforce any provision of this Agreement.

7.8 Severability

If any provision of this Agreement is invalid or unenforceable for any reason in any jurisdiction, such provision will be construed to have been adjusted to the minimum extent necessary to cure such invalidity or unenforceability. The invalidity or unenforceability of one or more of the provisions contained in this Agreement will not have the effect of rendering any such provision invalid or unenforceable in any other case, circumstance or jurisdiction, or of rendering any other provisions of this Agreement invalid or unenforceable whatsoever.

7.10 Waiver

No waiver under this Agreement will be valid or binding unless set forth in writing and duly executed by the party against whom enforcement of such waiver is sought. Any such waiver will constitute a waiver only with respect to the specific matter described therein and will in no way impair the rights

of the party granting such waiver in any other respect or at any other time. Any delay or forbearance by either party in exercising any right hereunder will not be deemed a waiver of that right.

7.11 Governing Law

This agreement will be governed by and interpreted in accordance with the laws of the State of Alabama, without regard to conflicts of law principles thereof or to the United Nations convention on the international sale of goods. For purposes of all claims brought under this agreement, each of the parties hereby irrevocably submits to the exclusive jurisdiction of the state courts of the State of Alabama and any district court of the United States located in Alabama.

7.12 Counterparts

This Agreement may be executed in any number of counterparts, each of which when so executed will be deemed to be an original and all of which when taken together will constitute one Agreement.

7.13 Headings

The headings in this Agreement are inserted merely for the purpose of convenience and will not affect the meaning or interpretation of this Agreement.

IN WITNESS WHEREOF, the parties have entered into this Agreement as of the date set forth above.

OCERIS, Inc.

By: _____

Title: _____

FOR _____

By: _____

Title: _____

Schedule A

Fees

Effective date	January 21, 2018
Single page statement	\$0.725
Multipage statement	\$0.725 for first page \$0.22 per additional page
Setup fee	None
Minimum statement count fee	None