

GEORGIA MEDICAL BUSINESS SERVICES, INC. D/B/A PETTIGREW
GENERAL TERMS

Last Updated: January 1, 2021

These General Terms are part of and incorporated into that Master Services Agreement (the "MSA") executed by and between Georgia Medical Business Services, Inc. d/b/a Pettigrew ("Pettigrew") and the "Client" identified in such MSA. Capitalized terms used and not otherwise defined herein will have the same meanings given for those terms in the MSA execution page.

1. Provision of Services.

a. Subject to the terms and conditions of this Agreement, Pettigrew will make the Service(s) identified in Client's Orders available to Client for the Service Term (described below) for use by Client in the course of its internal operations. Except as otherwise provided on the Order or this Agreement, each Order is non-cancellable and will be subject to the terms and conditions of this Agreement. If required as part of Client's internal procedures, an Order may be supplemented by a purchase order issued by Client, but in no event will a Client purchase order modify any of the pricing, deliverables or terms set forth in the Order or this Agreement.

b. Client acknowledges and agrees that Pettigrew may, without Client's consent or approval, subcontract the Services that Pettigrew provides hereunder to independent contractors or subcontractors, including, without limitation, affiliates of Pettigrew (each, a "Pettigrew Affiliate"), including, without limitation, (i) Pettigrew Philippines Services, Inc. ("PPSI"), a company existing under the laws of the Republic of the Philippines; and (ii) WorldSource Healthcare India Pvt. Ltd. ("WorldSource India"), a company existing under the laws of the Republic of India. In such event, Pettigrew will remain solely responsible for the Services performed by such subcontractor. Client further agrees and acknowledges that, in the event of such subcontracting to a Pettigrew Affiliate, such Services may be performed by such Pettigrew Affiliate, in whole or in part, in such Pettigrew Affiliate's facilities outside of the United States.

2. Term; Termination.

a. The initial term of the MSA will begin upon execution by both Client and Pettigrew and will continue in full force and effect until the termination or expiration of the last Order then in effect. The initial term of each Order, and the initial term of the Client's subscription for the Services described in the Order (the "Initial Service Term"), begins upon the effective date of that Order and will continue for the period set forth in the Order. If no period is specified in the Order, the Initial Service Term will be a period of three (3) years commencing on the effective date of the Order. The term of an Order will renew for additional successive periods equal to the term specified in the Order (or, if none is specified, for successive one (1) year periods) (each, a "Renewal Service Term") unless either party notifies the other party in writing of its election to not renew such Order at least ninety (90) days prior to the then-expiring term. The Initial Service Term and all Renewal Service Terms for a particular Order are individually and collectively referred to the "Service Term."

b. In addition to any termination right under any Order, either party may terminate this Agreement or any Order immediately upon written notice to the other party (or Pettigrew may, in its sole discretion, suspend the provision of Services under any Order) if: (i) the other party commits a material breach of this Agreement and fails to cure such breach within thirty (30) days after written notice of the same (other than Client's failure to pay any amounts when due, which must be cured within ten (10) days after written notice of the same); or (ii) the other party becomes the subject of any involuntary petition in bankruptcy or any voluntary proceeding relating to insolvency, receivership, liquidation, or composition for the benefit of creditors.

c. If Pettigrew terminates any Order (including by termination of this Agreement and all then-current Orders) before the end of the scheduled Service Term thereof pursuant to Section 2(b), or if Client terminates any Order (including by termination of this Agreement and all then-current Orders) before the end of the scheduled Service Term thereof, except as permitted by Section 2(b) of these General Terms, then Client agrees to pay a termination fee (a "Termination Fee"), calculated as follows: (i) one hundred percent (100%) of the average of the most recent 6 months (or all

months the Order has been in effect if less than 6 months) monthly recurring charges for the terminated Services payable for the remainder of the Service Term; (ii) any early termination or cancellation charges levied on Pettigrew by any underlying supplier or vendor of services or equipment relevant to the terminated Services, if any; (iii) a pro-rata portion of any installation and other non-recurring charges previously waived by Pettigrew, if any; and (iv) all installation and other non-recurring charges not waived or previously collected by Pettigrew. The Termination Fee will be due in addition to any specific payment obligations that Client may have under the terms of any applicable Order for Service provided through the effective date of termination. Client agrees that the injury Pettigrew will suffer upon Client's breach or early termination of this Agreement are difficult or impossible to estimate accurately and that Termination Fee provided for in this Section 7(b) is not a penalty, but is a reasonable estimate of the probable loss Pettigrew will suffer in the event of Client's breach or early termination of this Agreement.

d. Pettigrew may cancel or suspend the provision of any Service, or portion thereof, upon reasonable notice to Client if the provision of such Service, or any portion thereof, is determined to violate any applicable law or regulation or of any Pettigrew license in any jurisdiction, or is no longer permitted under any of the same.

e. Upon the effective date of termination of any Order: (i) Pettigrew will immediately cease providing, and Client will immediately cease using, the Services set forth in such Order; (ii) all licenses granted hereunder with respect to the terminated Service(s) will immediately terminate; and (iii) any and all payment obligations of Client under this Agreement with respect to such Order(s) (including, without limitation, all charges for Services provided through the date of termination and any Termination Fee due under Section 2(c), above) will be due within thirty (30) days of the effective date of termination of such Order. If Client fails to pay such amounts on the date due, then Pettigrew may impose interest on such overdue payments as set forth in Section 3(e). In addition to the foregoing, and except as otherwise set forth in an Order, within thirty (30) days of termination of this Agreement as a whole, each party will return or certify the destruction of all Confidential Information (defined hereafter) of the other party in its possession and will not make or retain any copies of such Confidential Information, except as expressly permitted pursuant to, and in accordance with, the terms of Section 7.

f. Termination of this Agreement will terminate all then-current Orders. Except as specifically set forth in a notice of termination hereunder, termination of any Order will not serve to terminate any other Order, this Agreement as a whole or the parties' respective obligations thereunder. The definitions herein and the respective rights and obligations of the parties under Sections 2(c), 2(e)-(f), 3(c) and 6-11 will survive any termination or expiration of this Agreement.

3. Compensation.

a. Client will pay to Pettigrew all fees due for the Services according to the prices and terms listed in the Orders ("Fees"), together with (x) reasonable fees or costs for third party products or services Pettigrew procures on behalf of Client, to the extent set forth on an Order subject to this MSA or otherwise approved in advance by Client in writing; and (y) to the extent set forth in the Terms of Service, reasonable out-of-pocket expenses incurred in providing Services (collectively, "Costs"), all in accordance with the procedures set forth in this Section 3. Upon sixty (60) days prior written notice, Pettigrew may modify all Fees set forth on an Order for the first and any subsequent Renewal Service Term (as defined hereafter) to conform to Pettigrew's then-current fees for the applicable Services.

b. Upon execution of an Order, Client will remit payment in full for the amount equal to the initial implementation and other annual fees (collectively, the "Initial Fees") for the Services set forth on such Order. Thereafter, Client will be invoiced in arrears for any other Fees or Costs. Invoices for recurring, usage or per transaction Fees may be generated automatically through technical means integrated with the Services. Client and its End Users will not take or fail to take any action that would impair, disable, interfere with or frustrate such technical means, and Client and its End Users will reasonably cooperate with Pettigrew to make available all information necessary for Pettigrew's billing purposes.

c. For all Fees and Costs other than the Initial Fees, ten (10) days after the invoice date, Pettigrew will (i) withdraw the invoiced charges from a deposit account established by Client with a commercial bank or other financial institution satisfactory to Pettigrew for such purpose; or (ii) charge such amounts to the credit card account provided by Client and accepted by Pettigrew for such purpose (the applicable account under subsection (i) or (ii), the "Payment Account"). Client hereby authorized Pettigrew to make such withdrawals or charges, as applicable, in connection with this

Agreement. If the Payment Account is a deposit account, Client agrees to complete and deliver an ACH Authorization Form in such form as is reasonably acceptable to Pettigrew and its processor. In the event that any withdrawals by Pettigrew pursuant to the terms of this Section 3(c) are returned for insufficient funds, Client will be responsible for and reimburse Pettigrew for all bank fees or charges Pettigrew incurs as a result of such insufficient funds, plus an additional administrative fee of \$75.00.

d. Client must notify Pettigrew, in writing, of any disputed invoiced amounts within thirty (30) days of the invoice date; failure to provide written notice of such dispute within such period constitutes a waiver by Client of such dispute. All invoice disputes must be made in good faith, and Client must pay the undisputed portion paid in full as described in Section 3(a), above. Any disputed amounts resolved in favor of Client will be credited to Client's account on Client's next invoice.

e. Any Fees or Costs not paid when due will accrue interest at a rate equal to the lesser of: (i) one and one-half percent (1.5%) per month; or (ii) the highest rate allowed by law. In addition to the foregoing and without prejudice to Pettigrew's other rights and remedies under this Agreement, at law or equity, if Client is delinquent in its payments, Pettigrew may, at Pettigrew's sole discretion do any one or more of the following: (x) terminate the applicable Order or the Agreement as described in Section 2(b), above; (y) in whole or in part suspend providing Services (or any of them) to Client until payment in full has been made; or (z) require other assurances to secure Client's payment obligations hereunder. In the event that any delinquent amount is referred to an agency or attorney for collection, Client agrees to pay all costs of collection, including, without limitation any collection agency, court costs or attorneys' fees. In the event that Pettigrew suspends the provision of Services pursuant to this Section 3(e), then Pettigrew reserves the right to require that Client pay a reactivation fee (in addition to any other amounts then due and owing to Pettigrew) prior to Pettigrew's reactivation of the Services.

f. All Fees and Costs charged by Pettigrew with respect to the Services are exclusive of taxes, VAT and similar fees now in force or enacted in the future imposed on the transaction, all of which Client will be responsible for, except for taxes based on Pettigrew's net income.

4. Client Responsibilities.

a. Client will designate a representative (each, a "Client Manager") who will have overall responsibility for managing and coordinating Client's obligations hereunder and who has the authority to act for and bind Client in connection with the Services; Client may change or substitute the Client Manager from time to time upon ten (10) days prior written notice to Pettigrew. The Client Manager will serve as Pettigrew's initial point of contact for the resolution of issues in connection herewith, must be available to Pettigrew during the Term and have authority to schedule performance of the Services and address any issues that may arise.

b. Client will provide Pettigrew, in a timely manner, with all data and information reasonably necessary for Pettigrew to perform the Services. Client will provide and coordinate, in a timely manner, Pettigrew's onsite access to any Client facilities or Client network or system (the "Client System") as necessary. Client will inform Pettigrew in writing and in advance of Services, of any security and access standards or requirements with respect thereto.

a. To the extent that any of the Services require that Client supply Pettigrew with any Client Data¹, Client hereby (i) grants Pettigrew and its subcontractors (including, without limitation, the Pettigrew Affiliates) the right to use, copy, modify, manipulate and create derivative works of such Client Data as necessary in order to perform the Services; and (ii) agrees to secure rights in the Client Data necessary for Pettigrew to provide the Services without violating the rights of any third party, or otherwise obligating Pettigrew to Client or any third party (except as otherwise set out in this Agreement). Client will retain all right, title, and interest (including copyright and other intellectual property rights or

¹ "Client Data" means (i) information or data created or otherwise owned by Client, or licensed by Client from third parties (including, without limitation, any Client patients or clients) used in conjunction with the Software or Services; or (ii) information or data output generated by the Software or Services that is based on information or data supplied by the Client and is specific to the Client.

informational rights) in and to its Client Data and all legally protectable elements or derivative works thereof. In the event (x) Pettigrew is required to respond to any search warrant, court order, subpoena other valid legal order relating to Client or the Client Data, or (y) Client requests material assistance from Pettigrew in connection with Client's efforts to conduct any investigation, to cooperate with or respond to any investigation being conducted by a third party, or to pursue or respond to any matter or respond to any legal or administrative proceeding or similar matter, Client will reimburse Pettigrew for any cost that it incurs in so responding or assisting.

5. Warranties and Representations.

a. Pettigrew warrants to Client that (i) the Services will be performed in compliance with all applicable laws, rules, and regulations; (ii) Pettigrew has all necessary right and authority to enter into this Agreement and provide the Services to Client as required by this Agreement; and (iii) Pettigrew will use commercially reasonable efforts to prevent the transmission of any Trojan horse, malicious code, or other computer software code, routines or device designed to disable, damage, impair, erase or deactivate any data via Pettigrew's networks or systems to the Client System. EXCEPT FOR THE EXPRESS WARRANTIES SET FORTH IN THIS SECTION 5(a) OR ANY ADDITIONAL WARRANTY REGARDING A SPECIFIC SERVICE SET FORTH IN THE APPLICABLE TERMS OF SERVICE OR ORDER, THE SERVICES ARE PROVIDED "AS IS," AND PETTIGREW DOES NOT MAKE, AND HEREBY DISCLAIMS, ANY AND ALL OTHER EXPRESS, IMPLIED OR STATUTORY WARRANTIES, INCLUDING, BUT NOT LIMITED TO, ANY IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE OR NON-INFRINGEMENT. THE EXPRESS WARRANTIES SET FORTH IN THIS AGREEMENT ARE FOR THE BENEFIT OF CLIENT ONLY.

b. Client represents and warrants to Pettigrew that (i) Client has the full right, power and authority to grant the rights granted herein and to provide Pettigrew access to the Client facilities, Client System, any Client Data or other Client-provided materials for Pettigrew's use; (ii) neither Pettigrew's access to or use of the Client Data or the Client System will give rise to any action or claim by a third party or cause Client to breach any of its agreements or understandings in relation to the Client Data or the Client System; (iii) the Client Data will not contain any confidential or proprietary information of a third party that Client does not have the right to provide; and (iv) Client will use commercially reasonable efforts to prevent the transmission of any Trojan horse, malicious code, or other computer software code, routines or device designed to disable, damage, impair, erase or deactivate any data via the Client System to Pettigrew's networks or systems.

6. Indemnification.

a. Pettigrew will be entitled to rely on and act in accordance with any written instructions or directions provided by Client and will incur no liability in so doing. Client will defend, indemnify and hold harmless Pettigrew, the Pettigrew Affiliates and their respective successors and assigns, officers, directors, agents, contractors, subcontractors and employees from and against any and all costs, liabilities, losses, and expenses (including, but not limited to, reasonable attorneys' fees and costs) payable to a third party (collectively, "Losses") resulting from any claim, suit, action, or proceeding (each, an "Action") brought by any third party arising out of or resulting from: (i) Pettigrew's (or its subcontractors') performance of any Services hereunder or pursuant to any Order in accordance with the the terms of this Agreement and based on the information and documentation provided by Client; (ii) Pettigrew (or its subcontractors) acting in strict accordance with any instructions or directions of Client or its employees or agents; (iii) any actual or threatened infringement, violation or misappropriation of any patent, trade secret, copyright, trademark, service mark, trade name or other proprietary rights or a third party alleged to have occurred as a result of any information or materials provided by Client to Pettigrew in connection with the Services; (iv) Client's breach of the terms of Section 5(b) of this MSA; or (v) any willful misconduct or gross negligence of Client or its employees or agents under this Agreement.

b. Client will be entitled to rely on and act in accordance with any written instructions or directions provided by Pettigrew and will incur no liability in doing so. Pettigrew will defend, indemnify and hold harmless Client and its officers, directors, agents, contractors, subcontractors and employees from and against any and all Losses resulting from any Action brought by any third party arising out of or resulting from: (i) any grossly negligent or willful act or omission of Pettigrew in connection with its provision of any Services hereunder; (ii) Client acting in strict accordance with the instructions or

directions of Pettigrew or its employees or agents; (iii) any actual or threatened infringement, violation or misappropriation of any patent, trade secret, copyright, trademark, service mark, trade name or other proprietary rights or a third party alleged to have occurred as a result of any information or materials provided by (and in the form provided by) Pettigrew to Client in connection with the Services; or (iv) Pettigrew's breach of the terms of Section 5(a) of this Agreement. Notwithstanding the foregoing, Pettigrew will have no obligation under this Section 6(b) to the extent such Action is caused by (v) any use of the Services or Software² not in accordance with this Agreement; (w) Client's failure to comply with specifications or requirements supplied by Pettigrew; (x) any breach by Client of its obligations under this Agreement; (y) the operation, combination or use of Services or Software, without Pettigrew's prior written consent, with products or services provided by Client or third parties; or (z) Client's negligence, willful misconduct or intentionally wrongful conduct. THE REMEDY OF INDEMNIFICATION SET FORTH IN THIS SECTION 6(b) IS CLIENT'S SOLE AND EXCLUSIVE REMEDY, AND PETTIGREW'S ENTIRE LIABILITY, FOR INFRINGEMENT CLAIMS.

c. Each party's indemnification obligations hereunder will be subject to: (i) receiving prompt written notice of the existence of any Action that is the subject of an indemnification claim hereunder (provided, however, that failure to so provide such notice will not relieve the indemnifying party of its obligations under this Section 6(c) except to the extent the indemnifying party is materially prejudiced thereby); (ii) being able to, at its option, control the defense of such Action (provided, however, that the indemnifying party will not, without the indemnified party's prior written consent, enter into any settlement or consent judgment that obligates the indemnified party to take, or refrain from taking, any action other than the payment of damages for which the indemnified party is indemnified hereunder); (iii) permitting the indemnified party, at the indemnified party's sole option and expense, to participate in the defense of any Action; and (iv) receiving full cooperation of the indemnified party, at indemnifying party's expense, in the defense of such Action. In the event Client notifies Pettigrew of any Action against Client, Pettigrew's indemnification obligations will be further conditioned on Pettigrew having the option to do one or more of the following: (x) to permit any party obligated to indemnify Pettigrew in such circumstances to defend or settle, at such party's own expense, such a claim or suit; (y) if applicable or appropriate, to procure a license sufficient to continue offering the Services or Software (including, without limitation, Client's use thereof); or (z) to terminate the applicable Service (provided that in the event of terminating the applicable Service, Pettigrew will continue to remain liable for its indemnification obligations).

7. Confidential Information; Intellectual Property Rights.

a. Each party agrees that any Confidential Information³ received by such party (the "recipient") from the other party (as the "disclosing party") will not, without the disclosing party's authorization, be disclosed to any other party or used by the receiving party except as contemplated by this Agreement. Pettigrew's Confidential Information includes, without limitation, all Pettigrew IP⁴. The recipient will (i) protect the confidentiality of the Confidential Information using at least the same measures it takes to protect its own confidential information, but not less than reasonable care; (ii) restrict access to Confidential Information to its (and with respect to Pettigrew, its affiliates') personnel on a need to know basis

² "Software" means the proprietary software (in object code form only) and related documentation owned by SSTC and furnished to or used by Customer pursuant to an Order, but specifically excludes any software owned by a third party that may be provided by SSTC to Client under the terms of the Agreement. The Software may be provided as hosted software services, as further described in the applicable Order and Terms of Service.

³ "Confidential Information" means any and all proprietary and confidential data or information of a party disclosing information hereunder or any of its affiliates that is of tangible or intangible value to the disclosing party or its affiliates and is not public information or is not generally known or available to the disclosing party's competitors but is known only to the disclosing party and its employees, independent contractors or agents to whom it must be confided in order to apply it to the uses intended, but does not include data or information that is available to the public or in the public domain at the time of such disclosure without breach of this Agreement or other applicable law or that has been independently developed and disclosed by others not subject to an obligation of confidentiality

⁴ "Pettigrew IP" means Pettigrew's proprietary technology, including the Services, the Software, software tools, hardware designs, algorithms, user interface designs, architecture, class libraries, objects and documentation (both printed and electronic), network designs, trade secrets and any related intellectual property rights throughout the world (whether owned by Pettigrew or licensed to Pettigrew from a third party), including, without limitation, any derivatives, improvements, enhancements or extensions of the foregoing conceived, reduced to practice, or developed during the term of this Agreement by either party.

for the purposes of this Agreement; and (iii) not disclose Confidential Information to any third party, except as necessary to carry out the purposes of this Agreement or as required by judicial or governmental action (provided, however, that in the event of such action, the recipient will promptly notify the disclosing party of such action). Assuming the definition set forth above is met, Confidential Information includes, without limitation, information with respect to the operations, customers, customer lists, patients, patient lists products, marketing strategy and services of a party disclosing such information and its affiliates.

b. Confidential Information will be returned or destroyed (provided that such destruction is certified in writing by an authorized representative of the disclosing party) upon the earlier of: (i) termination or expiration of this Agreement; or (ii) the disclosing party's written request, which destruction will include without limitation the complete erasure of any electronic file, folder, database or other electronic repository from all computer processing units on which the Confidential Information had been placed or stored. Pettigrew may retain, subject to the obligations of this Section 7, copies of Confidential Information solely for legal, archival and recordkeeping purposes.

c. The parties further agree and acknowledge that the Confidential Information or other information disclosed to Pettigrew may include personal data ("Personal Data"), and, with respect to such Personal Data, Client agrees (i) that Pettigrew and the Pettigrew Affiliates may process such Personal Data consistent with applicable law and regulation, only for the purpose of the provision of Services or for purposes connected with the subject matter of the disclosure or business relationship between the parties; (ii) that such processing may include the transfer of such Personal Data to Pettigrew Affiliates worldwide or its storage in a local or foreign database; and (iii) that Client will, to the extent required by applicable law, obtain all necessary consents to such processing from the data subjects concerned.

d. The parties acknowledge that Client's Confidential Information may include certain "personal health information" ("PHI"), as that term is described in the Privacy Agreement (defined hereafter). Each party agrees to comply with all applicable provisions of state or federal law as such apply to the provision or receipt of the Services or the possession, retention or administration of such PHI contained in Client's Confidential Information as set forth herein, including, without limitation, the standards set forth in 45 C.F.R. Parts 160 and 164, Subparts A and E (the "Privacy Standards") or Parts 160 and 164, Subparts A and C (the "Security Standards"). Business Associate Agreement set forth as Appendix I (the "Privacy Agreement") contains additional terms, conditions and responsibilities of the parties with respect to the PHI. The Privacy Agreement is incorporated into this Agreement and made a part hereof by this reference. To the extent that the Privacy Agreement and the terms hereof conflict, the terms of the Privacy Agreement will control, but only with respect to any PHI subject to the terms of the Privacy Agreement. Client agrees that the obligations of Pettigrew under this Section 7 and the Privacy Agreement are Pettigrew's only responsibility with respect to the security and handling of Client's Confidential Information, except as otherwise required by applicable law or as otherwise may be agreed to by Pettigrew in writing.

e. Pettigrew and its licensors will retain all right, title, and interest (including copyright and other intellectual property rights or informational rights) in and to the Services and the Software and all legally protectable elements or derivative works thereof, including, without limitation, the Pettigrew IP. Except as specifically set forth in a Terms of Service or Order, Client does not obtain any rights in the Software, Services or Pettigrew IP pursuant to this Agreement, other than the right to use the same as specifically set forth herein. Pettigrew may place copyright or other proprietary notices, including hypertext links, within the Software or Services. Client and its users will not alter or remove such notices without Pettigrew's written permission. Notwithstanding anything to the contrary in this Agreement, Pettigrew will not be prohibited or enjoined at any time by Client or any user from utilizing any skills, knowledge or information of a general nature acquired during the course of providing the Services, including, without limitation, knowledge or information publicly known or available or that could reasonably be acquired in similar work performed for another client of Pettigrew.

f. The parties hereby acknowledge the confidentiality of the terms of this Agreement and agree not to divulge to any third party the specific terms, fee agreements, and conditions herein contained, except as required by law.

8. Limitation of Liability.

a. EXCEPT FOR LIABILITY FOR (i) "LOSSES" PURSUANT TO A PARTY'S INDEMNIFICATION OBLIGATIONS HEREUNDER; OR (ii) FEES (INCLUDING, WITHOUT LIMITATION, ANY TERMINATION FEES) AND COSTS DUE TO PETTIGREW UNDER THIS AGREEMENT, IN NO EVENT WILL EITHER PARTY'S LIABILITY (WHETHER IN CONTRACT, TORT, NEGLIGENCE, STRICT LIABILITY, BY STATUTE OR OTHERWISE) TO THE OTHER PARTY OR TO ANY THIRD PARTY CONCERNING PERFORMANCE OR NON-PERFORMANCE OR OTHERWISE RELATED TO THIS AGREEMENT EXCEED, IN THE AGGREGATE, DIRECT AND ACTUAL DAMAGES, IN AN AMOUNT THAT EXCEEDS THE TOTAL FEES PAID OR PAYABLE (WHICHEVER IS GREATER) TO PETTIGREW UNDER THE APPLICABLE ORDER DURING THE TWELVE (12) MONTHS IMMEDIATELY PRECEDING THE EVENT GIVING RISE TO SUCH CLAIM.

b. EXCEPT WITH RESPECT TO LIABILITY FOR A PARTY'S GROSS NEGLIGENCE OR WILLFUL MISCONDUCT, OR BREACH OF SECTION 7 HEREOF, OR AS MAY BE OTHERWISE SET FORTH IN AN ORDER WITH RESPECT TO A SPECIFIC SERVICE, IN NO EVENT WILL EITHER PARTY BE LIABLE FOR CONSEQUENTIAL, INCIDENTAL, PUNITIVE, SPECIAL, EXEMPLARY OR INDIRECT DAMAGES OR EXPENSES (INCLUDING, WITHOUT LIMITATION, LOST PROFITS OR OTHER ECONOMIC LOSS, LOST REIMBURSEMENTS, LOST DATA, OR LOST SAVINGS), REGARDLESS OF THE FORM OF CLAIM OR ACTION, EVEN IF SUCH PARTY WAS ADVISED OF THE POSSIBILITY OF THE OCCURRENCE OF SUCH DAMAGES.

c. THE PARTIES ACKNOWLEDGE THAT PETTIGREW HAS SET ITS PRICES AND ENTERED INTO THIS AGREEMENT IN RELIANCE UPON THE LIMITATIONS OF LIABILITY AND THE DISCLAIMERS OF WARRANTIES AND DAMAGES SET FORTH HEREIN, AND THAT THE SAME FORM AN ESSENTIAL BASIS OF THE BARGAIN BETWEEN THE PARTIES. THE PARTIES AGREE THAT THE LIMITATION AND EXCLUSIONS OF LIABILITY AND DISCLAIMERS SPECIFIED IN THIS AGREEMENT WILL SURVIVE AND APPLY EVEN IF FOUND TO HAVE FAILED OF THEIR ESSENTIAL PURPOSE.

9. Non-Solicitation. During the term of this Agreement, and for a period of one (1) year thereafter, Client hereby covenants and agrees not to actively solicit, divert or attempt to hire, any employee, contractor or consultant of Pettigrew or Pettigrew Affiliates with whom Client had direct and substantial contacts during the Term hereof and who was an employee of Pettigrew or Pettigrew Affiliates at the time of such solicitation; provided, however, "actively solicit, divert, or attempt to hire" will not be deemed to include general recruitment advertisements or postings addressed to the general public. In the event of any violation of the foregoing by Client, then Client agrees to pay liquidated damages to Pettigrew in the amount equal to the greater of a) six (6) times the employee's most recent total monthly compensation from Pettigrew or Pettigrew Affiliates, or b) \$25,000.00. Client agrees that the injury Pettigrew will suffer upon Client's breach of this Section 9 are difficult or impossible to estimate accurately and that liquidated damages provided for in this Section 9 are not a penalty, but is a reasonable estimate of the probable loss Pettigrew will suffer in the event of Client's breach of the terms of this Section 9.

10. Assignment. Neither party may assign or transfer its interest hereunder without the prior written consent of the other party, which consent will not be unreasonably withheld, conditioned or delayed; provided, however, that (a) Pettigrew may delegate or otherwise subcontract its obligations hereunder without Client's consent as described in Section 1(b) hereof; and (b) either party may assign this Agreement in whole, but not in part, without the other party's consent to (i) any entity controlled by, under common control with, or controlling such party; (ii) the successor-in-interest in any merger, share exchange or other reorganization; or (iii) the purchaser of all or substantially all of such party's assets. Any attempted assignment, transfer or other disposition by a party in violation of this provision will be null, void and of no force and effect. This Agreement will inure to the benefit of and be binding upon the permitted successors, legal representatives and assigns of the parties hereto.

11. General.

a. The parties agree that Pettigrew's relationship with Client is that of an independent contractor and nothing in this Agreement will be construed as creating a partnership, joint venture, pooling arrangement, partnership, employer-employee relationship, or formal business organization of any kind, and the rights and obligations of the parties will be only those expressly set forth herein. Pettigrew will be solely responsible for the withholding and payment of all taxes and insurance premiums owed by its employees, including workers' compensation insurance. Neither party will have authority to bind the other except to the extent expressly authorized herein.

b. This Agreement will be governed by and construed in accordance with the laws of the United States and the State of Georgia, without regard to the conflict of laws provisions thereof. The parties hereby submit to the personal and subject matter jurisdiction of the state and federal courts having jurisdiction over Oconee County, Georgia, which will be the exclusive venue for any such dispute. TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, THE PARTIES HERETO EACH HEREBY WAIVES THE RIGHT TO TRIAL BY JURY IN ANY ACTION, SUIT OR PROCEEDING ARISING OUT OF OR RELATED TO THIS AGREEMENT OR THE SERVICES PROVIDED HEREUNDER. In any action or proceeding between the parties with respect to this Agreement, the prevailing party will be entitled to recover its reasonable attorney's fees and costs.

c. The parties to this Agreement acknowledge that any breach of Sections 7 or 9 may result in irrevocable harm to the other party and that the remedies at law for such breach may not adequately compensate the non-breaching party for damages suffered. Accordingly, the parties agree that in the event of such breach, the non-breaching party will be entitled to seek injunctive relief or such other equitable remedy as a court of competent jurisdiction may provide, without the requirement that the non-breaching party prove actual damages or post a bond or other security. Except as otherwise specifically set forth herein, nothing contained herein will be construed to limit the non-breaching party's right to any remedies at law, including the recovery of damages for breach of this Agreement.

d. Any waiver of any term, covenant or condition of this Agreement, by either party, will not be effective unless set forth in writing and signed by the party granting such waiver, and in no event will any such waiver be deemed to be a waiver of any other term, covenant, or condition of the Agreement. The failure of either party to seek redress for the violation of, or to insist upon the strict performance of, any covenant or condition of this Agreement will not be deemed to be a waiver of such term, covenant or condition or any subsequent breach of the same.

e. Client agrees that each and every Pettigrew Affiliate (including, without limitation, PPSI and WorldSource India), are third-party beneficiaries of this Agreement, but only to the extent such Pettigrew Affiliate provides services for Client, and will be entitled to its benefits. Subject only to the foregoing, the terms and provisions of this Agreement are intended solely for the benefit of Client and Pettigrew, and the parties do not intend to confer third-party beneficiary rights upon any other persons.

f. Wherever possible, each provision of this Agreement will be interpreted in such a manner as to be effective and valid under applicable law. If any provision of this Agreement will be prohibited by or invalid under applicable law, such provision will be ineffective only to the extent of such prohibition or invalidity, without invalidating the remainder of such provision or the remaining provisions of this Agreement. If changes in state or federal government statutes or regulations or third-party reimbursement policies or their interpretation cause any provision of this Agreement to be in violation of or inconsistent with any of the laws or regulations, the parties hereto will try to renegotiate the applicable provision or provisions in order to comply with the laws and to preserve the economic viability of this Agreement.

g. Any notice or other communication under this Agreement will be in writing and will be effective upon: (i) three (3) business days following deposit into the United States mail (certified mail, return receipt requested), (ii) the next business day following deposit with a nationally recognized overnight courier service, or (iii) the day of transmission of e-mail during regular business hours, with a copy promptly sent via first class mail. All notices to Pettigrew shall be directed to 7982 Macon Hwy, Watkinsville, GA 30677, Attn: Chief Executive Officer, Email: dyoung@pettigrew.com. All notices to Client shall be as set forth on the execution page of this Agreement. Either party may change its notice address by writing notice as described in this Section 11(g).

APPENDIX I

PRIVACY AGREEMENT

This Business Associate Agreement (this "Agreement") supplements and is incorporated into that Master Services Agreement (the "Services Agreement") executed by and between Georgia Medical Business Services, Inc. d/b/a Pettigrew ("Business Associate") and the "Client" identified in such MSA ("Covered Entity"). Capitalized terms used and not otherwise defined herein will have the same meanings given for those terms in the MSA execution page.

Introduction. Business Associate provides certain services (the "Services") on behalf of Covered Entity that involve the use and disclosure of "PHI" as defined in 45 C.F.R. § 164.501 ("PHI"). The parties intend to protect the privacy and provide for the security of such and to comply with the business associate requirements of the Health Insurance Portability and Accountability Act of 1996 and its accompanying privacy and security regulations (collectively "HIPAA") and the Health Technology for Economic and Clinical Health Act and its implementing regulations (collectively, the "HITECH Act") in accordance with the terms and conditions set forth in this Agreement.

Agreement. In consideration of the foregoing, and the mutual covenants and agreements contained herein, and for other good and valuable consideration, the legal sufficiency of which is hereby acknowledged, the parties hereby agree as follows:

1. Use and Disclosure Obligations. Business Associate agrees to use and disclose PHI that is provided by Covered Entity to Business Associate, or that Business Associate creates or receives on behalf of Covered Entity pursuant to the Services Agreement, only to the extent necessary to perform the Services under the Services Agreement. Business Associate agrees not to use or further disclose such PHI other than as permitted or required by this Agreement or as required by law. Nothing in this Agreement shall be construed to authorize Business Associate to use or disclose any such PHI in a manner that would violate the HIPAA Privacy and Security Rules, 45 C.F.R. § 164.101 et seq., if such use or disclosure were made by a HIPAA covered entity. Business Associate shall not directly or indirectly receive remuneration in exchange for disclosing PHI received from or on behalf of Covered Entity except as permitted by HITECH Act § 13405 and any implementing regulations that may be promulgated or revised from time to time.

2. Exceptions. Notwithstanding the foregoing, Business Associate may use PHI for its own proper management and administration and to fulfill any present or future legal responsibilities of Business Associate that are permissible under applicable state and federal privacy laws, and it may disclose such PHI if (i) the disclosure is required by law as provided for in 45 C.F.R. § 164.501; or (ii) Business Associate obtains, in writing, reasonable assurances as required by the HIPAA Privacy and Security Rules from the person to whom the PHI is disclosed that such PHI will be held confidentially and used or further disclosed only as required by law or for the purpose for which it was disclosed to the person, and the person agrees to notify Business Associate of any instances of which it is aware in which the confidentiality of the PHI has been Breached.

3. Limited Data Set. Business Associate agrees to limit, to the extent practicable and except as permitted by 45 C.F.R. § 164.502(b)(2) its uses, disclosures and requests of PHI under this Agreement to a Limited Data Set (as defined in 45 C.F.R. § 164.514(c)(2)) or, if needed by Business Associate, to the minimum necessary PHI to accomplish the intended purpose of such use, disclosure or request. This provision will cease to apply on the effective date of guidance issued by the Secretary in accordance with the HITECH Act.

4. Safeguards. Business Associate will use appropriate safeguards to prevent the use or disclosure of PHI other than as provided for in this Agreement. Business Associate shall develop and implement written security policies and procedures as required under the HIPAA Privacy and Security Rules with respect to PHI. Business Associate shall secure all PHI by technology that renders the PHI unusable, unreadable or indecipherable to unauthorized individuals. Such technology shall comply with the Breach safe harbors set forth in HHS Guidance on Unsecured PHI.

a. Business Associate will implement physical, administrative, and technical safeguards that reasonably and appropriately protect the confidentiality, integrity, and availability of PHI that it creates, receives, maintains, or transmits on behalf of Covered Entity as required under the HIPAA Privacy and Security Rules.

b. Business Associate will use reasonable measures designed to ensure that any agent to whom Business Associate provides PHI agrees to implement reasonable and appropriate safeguards to protect the information as required under the HIPAA Privacy and Security Rules.

c. Business Associate will report to Covered Entity any attempted or successful unauthorized access, use, disclosure, modification, or destruction of PHI or interference with system operations in its information systems of which Business Associate becomes aware as required under the HIPAA Privacy and Security Rules.

5. Security and Reporting Obligations.

a. Business Associate will report to Covered Entity any use or disclosure of PHI of which Business Associate becomes aware that is not permitted by this Agreement. Additionally, Business Associates agrees that it shall notify Covered Entity when it discovers a Breach of Unsecured PHI. Business Associate agrees to implement a reasonable process for detecting Breaches, investigating Breach reports and mitigating potential damage to affected individuals. Business Associate shall implement a security breach notification plan. Business Associate shall provide Covered Entity with notification of a Breach of Unsecured PHI without unreasonable delay, but in no case later than sixty (60) days following the day Breach is discovered or by exercise of reasonable diligence would have been discovered to Business Associate. Business Associate shall be deemed to have knowledge of a Breach if the Breach is known, or by exercising reasonable diligence would have been known, to any person, other than the person committing the Breach, who is an employee, officer or other agent of Business Associate. Agency shall be determined in accordance with the federal common law of agency.

b. Business Associate shall provide to Covered Entity any available information that Covered Entity is required to include in notification to the Individual(s) affected by the Breach at the time of the initial notification or promptly thereafter as information becomes available. Notice to Covered Entity shall include the following:

- (i) identification of the individual whose Unsecured PHI has been, or is reasonably believed by Business Associate to have been, accessed, acquired or disclosed during the Breach;
- (ii) a brief description of what happened, including the date of the Breach and the date of the discovery of the Breach, if known;
- (iii) a description of the types of Unsecured PHI that were involved in the Breach (such as whether the full name, social security number, date of birth, home address, account number, diagnosis, or other types of information were involved);
- (iv) any steps individuals affected by the Breach should take to protect themselves from potential harm that may result from the Breach;
- (v) a brief description of what Business Associate is doing to investigate the Breach, to mitigate the harm to the individuals, and to protect against further Breaches; and
- (vi) contact procedures for individuals affected by the Breach to ask questions or learn additional information, including a toll-free telephone number, an email address, Web site, or postal address.

c. Business Associate agrees to provide the information in Section 5.2 above even if it becomes available after notifications have been sent to affected individuals or after the 60 day time period set forth above.

d. Business Associate shall develop and document policies and procedures in compliance with the HIPAA Privacy and Security Rules, train its workforce members on the policies and procedures as is necessary and appropriate for the members of the workforce to carry out their functions, have sanctions for failure to comply with these policies and procedures and permit individuals to file complaints regarding these policies and procedures or a failure to comply with

them.

6. Agents and Subcontractors. Business Associate shall obtain and maintain a written agreement with each agent or subcontractor that has or will have access to the PHI, which is received from, or created or received by Business Associate in the course of performing the Services for Covered Entity, pursuant to which agreement such agent or subcontractor agrees to be bound by the same restrictions, terms and conditions that apply to Business Associate pursuant to this Agreement with respect to such PHI.

7. Individual Rights. Business Associate will make available to Covered Entity the PHI necessary for Covered Entity to give individuals their rights of access, amendment, and accounting in accordance with applicable federal regulations. Business Associate also will incorporate any amendments made or agreed to by Covered Entity with respect to PHI in the possession of Business Associate within thirty (30) days of the request by Covered Entity.

8. Access to Records by the Secretary of HHS. Business Associate will make its internal practices, books, and records relating to the use and disclosure of PHI available to the Secretary of HHS as is reasonably necessary for the purpose of the Secretary determining Covered Entity's compliance with applicable law.

9. Accounting of Disclosures of PHI. Business Associate agrees to document disclosures of PHI and information related to disclosures as would be required for Covered Entity to respond to a request by an Individual for an accounting of disclosures of PHI in accordance with 45 CFR § 164.528. Business Associate agrees to provide to Covered Entity a written response within thirty days of the request information collected in accordance with this Section 9 of this Agreement, to permit Covered Entity to respond to a request by an Individual for an accounting of disclosures of PHI in accordance with 45 C.F.R. § 164.528. Business Associate agrees to provide to the Individual information collected pursuant to the Services Agreement as required by law.

10. Return or Destruction of PHI. Business Associate agrees that within three (3) business days of the termination of this Agreement or the underlying Services Agreement, it will return or destroy all PHI which it still maintains in any form, and Business Associate agrees that it will not retain any copies of such PHI. Notwithstanding the foregoing, if such return or destruction is not feasible, Business Associate will extend the protections of this Agreement to the PHI and limit further uses and disclosures to those purposes that make the return or destruction of the PHI unfeasible.

11. Required Documentation. Business Associate agrees that if it knows of an impermissible use or disclosure of PHI as set forth in the HIPAA Privacy and Security Rules, it will maintain documentation that all required notifications were made, or alternatively, of its risk assessment as set forth in 45 C.F.R. § 164.402 or the application of any exceptions to the definition of Breach to demonstrate that notification was not required. Business Associate agrees that it shall maintain documentation sufficient to meet its burden of proof under 45 C.F.R. § 164.414.

12. Breach and Opportunity to Cure. The parties recognize that in the event Covered Entity knows of an activity or a practice of Business Associate that constitutes a breach or violation of a material term of Business Associate's obligation under this Agreement, Covered Entity shall notify Business Associate of such breach or violation and shall either (i) provide Business Associate with an opportunity to cure the breach or end the violation and terminate this Agreement (and any underlying Services Agreement) if Business Associate does not cure the breach or end the violation within ten (10) business days; (ii) immediately terminate this Agreement (and any underlying Services Agreement) if cure is not possible; or (iii) if neither termination nor cure are feasible, Covered Entity shall report the violation to the Secretary.

13. Miscellaneous. Nothing in this Agreement is intended to create any relationship between the parties other than that of independent contractors. Except to the extent consistent with this Agreement, this Agreement shall remain in full force and effect with no further modifications unless set forth in writing and signed by both parties. Any notice required under this Agreement shall be made in writing in accordance with the terms of the Services Agreement. This Agreement is not intended to benefit any person or entity not a party to this Agreement. No party may assign its respective rights or obligations under this Agreement without the prior written consent of the other party, except to the extent such assignment is expressly permitted under the Services Agreement. This Agreement is binding upon and inures to the benefit of the parties and their successors and assigns. Any changes, amendments or alterations are not effective unless mutually

agreed upon in writing by authorized representatives of the parties. This Agreement, together with the Services Agreement, embodies and constitutes the entire agreement understanding between the parties with respect to the subject matter hereof and supersedes all prior oral or written Services Agreements, commitments and understandings pertaining to the subject matter hereof. The parties mutually agree to enter into good faith negotiations to amend this Agreement from time to time in order for Covered Entity or Business Associate to comply with the requirements of the HIPAA Privacy and Security Rules, as they may be amended from time to time, and implementing regulations thereto that may be promulgated or revised from time to time.

14. Limitations. NEITHER PARTY SHALL BE LIABLE TO THE OTHER PARTY FOR ANY INCIDENTAL, CONSEQUENTIAL, SPECIAL, OR PUNITIVE DAMAGES OF ANY KIND OR NATURE ASSERTED OR CLAIMED BY SUCH PARTY, WHETHER SUCH LIABILITY IS ASSERTED ON THE BASIS OF CONTRACT, TORT (INCLUDING NEGLIGENCE OR STRICT LIABILITY), OR OTHERWISE, EVEN IF THE OTHER PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH LOSS OR DAMAGES. NOTWITHSTANDING ANY TERM TO THE CONTRARY CONTAINED HEREIN, IN NO EVENT WILL BUSINESS ASSOCIATE'S LIABILITY UNDER THIS AGREEMENT EXCEED THE LIABILITY LIMITATIONS SET FORTH IN THE SERVICES AGREEMENT APPLICABLE TO THE SPECIFIED AFFILIATE AT ISSUE.

15. Definitions. All capitalized terms not otherwise defined in this Agreement shall have the meanings set forth in the HIPAA Privacy and Security Rules.

a. **Breach.** The term "Breach" means the acquisition, access, use, or disclosure of unsecured PHI in a manner not permitted under the HIPAA Privacy or Security Rules that compromises the security or privacy of the PHI, as defined in 45 C.F.R. §164.402. To the extent the HIPAA Privacy and Security Rule changes the meaning of such term, this Agreement shall be modified automatically to correspond to the meaning given in such rule.

b. **Business Associate.** The term "Business Associate" refers to a business associate as defined in the HIPAA Privacy and Security Rules including a person who performs functions or activities on behalf of, or certain services for, a covered entity that involve the use or disclosure of individually identifiable health information. To the extent the HIPAA Privacy and Security Rule changes the meaning of such term, this Agreement shall be modified automatically to correspond to the meaning given in such rule.

c. **Covered Entity.** The term "Covered Entity" shall have the meaning given to that term in 45 C.F.R. § 164.501 including a health plan, health care clearinghouse or health care provider that transmits any health information electronically in connection with a covered transaction as described in the HIPAA Privacy and Security Rules. To the extent the HIPAA Privacy and Security Rule changes the meaning of such term, this Agreement shall be modified automatically to correspond to the meaning given in such rule.

d. **HHS.** The term "HHS" means the U.S. Department of Health and Human Services.

e. **Protected Health Information or PHI.** The term "Protected Health Information" or "PHI" shall have the meaning as defined in 45 C.F.R. § 164.501. The meaning of protected health information or PHI in this Agreement shall be consistent with the meaning given to that term in the HIPAA Privacy and Security Rules. To the extent the HIPAA Privacy and Security Rules changes the meaning of such term, this Agreement shall be modified automatically to correspond to the meaning given in such rule.

f. **Secretary.** The term "Secretary" means Secretary of the U.S. Department of Health and Human Services.

g. **Technical Safeguards.** The term "Technical Safeguards" means the technology and the policy and procedures for its use that protect electronic PHI and control access to it.

h. **Unsecured Protected Health Information or PHI.** The term "Unsecured Protected Health Information" or "Unsecured PHI" means protected health information that is not rendered unusable, unreadable or indecipherable to unauthorized individuals through the use of a technology or methodology specified by the Secretary in the guidance issued under section 13402(h)(2) of Public Law 111-5 on the HHS Web site.