

DAQBILLING HEALTHWARE SOFTWARE LICENSE AND GENERAL TERMS OF USE

These Terms of Use constitute an agreement between You and Antek Healthware, LLC ("Antek Healthware"):

I. DEFINITIONS. In these Terms of Use:

"DAQbilling" means the electronic system owned and operated by Antek Healthware that facilitates electronic submission, processing and management of health insurance claims, inquiries and information requests.

"Software" means the computer software and documentation provided by Antek Healthware to You for use in accessing and using DAQbilling.

"Personal Information" is defined in Item II of the Privacy Policy, such provision being incorporated herein by reference.

"Authorized Persons" means all persons who use and access DAQbilling with Your consent for purposes specifically related to Your use of DAQbilling in connection with Your internal business operations and includes contractors and employees.

"You" or "Your" means the person or entity who has agreed to be bound by these Terms of Use regarding use of and access to DAQbilling and includes the individual or entity that registers for access and use of DAQbilling and all Authorized Persons.

II. SOFTWARE LICENSE.

A. Non-Exclusive Use of Software. All originals and all copies of Software are owned by Antek Healthware and are provided pursuant to these Terms of Use and the Privacy Policy You agree to upon registration on DAQbilling. You agree not to provide, transfer, distribute or otherwise make available any Software to any person other than Authorized Persons without the prior written consent of Antek Healthware in its sole discretion. You agree to take appropriate action by instruction, agreement or otherwise with Authorized Persons to satisfy Your obligations under these Terms of Use. You agree that any breach by You of these Terms of Use would not be susceptible to adequate relief by way of damages; and, in the event of such breach, Antek Healthware shall be entitled to injunctive relief without the obligation to establish an inadequate remedy at law, irreparable harm, or the requirement to post a bond or other security. Works resulting from the modification of the Software by Antek Healthware or by You, or based upon any of your suggestions, feature requests, bug reports or other information provided by You or any Authorized person shall be the sole property of Antek Healthware and subject to these Terms of Use. The Software is provided to You solely as a non-exclusive license to use the Software as set forth in these Terms of Use and the Privacy Policy that You agree to upon

registration on DAQbilling (as amended from time to time).

B. Term. The license to access DAQbilling and use the Software is granted on a subscription basis. Such license shall become effective from the date these Terms of Use become binding under applicable law and, unless terminated as provided herein, shall continue in accordance with the terms of payment or use specified in the License Order Form or these Terms of Use. This license shall terminate automatically: (i) if and when You discontinue use of the Software; or (ii) if You fail to timely pay all subscription fees and/or fail to comply with any of these Terms of Use or the terms of any other agreement between You and Antek Healthware. License charges shall be incurred so long as You continue to use the Software. Upon any termination of these Terms of Use: (i) at the direction of Antek Healthware, You will either destroy the original and all copies of the Software or return to Antek Healthware the Software and all media containing the Software; (ii) Antek Healthware may retain all payments, including deposits, made pursuant to these Terms of Use; and (iii) EXCEPT AS PROVIDED IN PART II(C) BELOW, UPON REASONABLE PRIOR electronic email NOTICE TO YOU at your last known email address ANTEK HEALTHWARE MAY TERMINATE YOUR ACCESS TO DAQBILLING, REMOVE ALL DATA WITHIN DAQBILLING, POSTED BY YOU OR ON YOUR BEHALF, DELIVER TO YOU A COPY OF SUCH DATA IN ELECTRONIC FORMAT, AND REPOSSESS OR ELECTRONICALLY DISABLE ALL EQUIPMENT AND SOFTWARE PROVIDED BY ANTEK HEALTHWARE.

C. Voluntary Termination. Unless otherwise set forth in the License Order Form, You may terminate this license at any time upon written notice to Antek Healthware. Upon Antek Healthware's receipt of Your notice of termination and Your compliance with all payment obligations, this license shall be amended to permit You to access DAQbilling solely for the purposes of posting payments, reviewing data on DAQbilling, and printing reports of such data; Your amended license does not permit You to post on DAQbilling any additional data. Your amended license shall continue for a term of 6 calendar months, at the close of which Your license and access to DAQbilling shall automatically terminate. Please refer to Item VI of the Privacy Policy for Your

right to obtain an electronic copy of Personal Information posted by You or Authorized Persons on DAQbilling.

D. Assignment. You may not assign this license without the written consent of Antek Healthware. In the event You sell or otherwise transfer Your business operations, Antek Healthware shall not unreasonably withhold its consent for assignment of this license to such new owner provided the assignee agrees in writing to assume all obligations under these Terms of Use, the Privacy Policy and all licenses to the Software, and is not a competitor to Antek Healthware. Antek Healthware may at any time and without other restriction assign its rights and responsibilities hereunder, in whole or in part, to any person or entity including persons or entities who or that control Antek Healthware, or are controlled by Antek Healthware, or are under common control with Antek Healthware.

E. Software Updates. During the term the license granted herein remains effective and so long as You comply with these Terms of Use and timely pay all fees charged by Antek Healthware for use of DAQbilling, Antek Healthware will provide You with all updates, upgrade, new versions, bug fixes and other corrections and modifications to the Software without additional charge; this does not include any Software training services, any on-site installation of the Software or maintenance and support outside of any maintenance and support provided by Antek Healthware for all of their similarly situated clients using the system, the charges for which shall be separately billed by Antek Healthware on the License Order Form.

F. Acceptance. Your acceptance and/or use of DAQbilling, Software or related materials from Antek Healthware, whether now existing or later created, shall be deemed conclusive evidence of Your agreement that the license for all such materials is covered by these Terms of Use and the Privacy Policy set forth on DAQbilling.

G. Amendment. From time to time, Antek Healthware may modify these Terms of Use, the Privacy Policy for DAQbilling, and the fees charged by Antek Healthware for use of DAQbilling. Such modifications shall be posted upon Your successful log on to DAQbilling, and You agree to receive notices concerning these Terms of Use solely by notices posted upon Your log on to DAQbilling. Antek Healthware will notify You by way of a text or image display on the site when You log on to DAQbilling if a modified Terms of Use has been posted. You may give written notice to Antek Healthware within 30 days of receiving notice of the modifications that You do not consent to such changes (if You do not so object, the modifications shall automatically become effective). If You object to the modifications, Your participation in DAQbilling shall terminate and the provisions of Section II(C) shall apply.

III. CONDITIONS OF USE OF DAQBILLING.

A. Registration. When You register with DAQbilling, You represent and agree that: (1) You are over the age of 18; (2) You have read and understand these Terms of Use; (3) You have full power, authority and legal capacity to enter into these Terms of Use and follow the obligations herein (if You are registering on behalf of a company or other entity, You agree that You have the authority to bind Your principal or employer company); (4) All user information You supply to Antek Healthware is true, correct and complete; (5) You have accessed DAQbilling and provided Your user information to Antek Healthware with the bona fide intent to use DAQbilling or to use (or evaluate if the use is a temporary trial license) the Software solely for Your internal business use, and not with an ulterior intent, such as to download portions of DAQbilling to compete with Antek Healthware, or to use the information provided to Antek Healthware directly or indirectly to compete with Antek Healthware or to provide such information to a competitor of Antek Healthware; (6) in using DAQbilling, and providing information and data to Antek Healthware You will comply with all applicable state and federal laws, rules and regulations; (7) You will keep Your password confidential and immediately notify Antek Healthware (but in any event not less than within 24 hours) of any unauthorized disclosure or use of Your password; (8) You will be responsible for any damages caused to the operation of DAQbilling through the use of Your password, and You will be liable for all misuse of Your password occurring prior to when You notify Antek Healthware that the password/account has been compromised, and Antek Healthware has a reasonable time under the circumstances to terminate access rights based on such account; and (9) You will resubmit through DAQbilling, at Your sole cost and expense, all data and information which have been rejected by Antek Healthware and/or the designated health care clearinghouse.

B. Access Codes and Passwords; No Hacking. When You become a Registrant of DAQbilling, You will be provided a password or other access code to make use of DAQbilling that is not generally available to the public. You agree that You will not disclose this password or access code to anyone other than Authorized Persons or by any means, and that You will maintain such access code and/or password securely so that no person other than Authorized Persons may gain access to such codes. You further agree that all information of Antek Healthware You obtain from accessing Restricted Areas is confidential information of Antek Healthware or its licensors and constitutes the copyrighted work of Antek Healthware or its licensors (the "Restricted Content"). You agree: (i) not to disclose Restricted Content to any person other than Authorized Persons without first obtaining the written consent of Antek Healthware in its sole discretion; (ii) to use Restricted Content solely for

the purpose for which it is intended and for no other purpose; (iii) to delete Restricted Content if You determine not to enter into an agreement with Antek Healthware and, upon request, to certify in writing that You have deleted all Restricted Content and confirm that You have not disclosed Restricted Content to any other person; and (iv) to use at least the same effort You use to protect Your own confidential information (but not less than reasonable care) to prevent the unauthorized disclosure of Restricted Content. The restrictions described above shall apply to all Restricted Content You receive, whether You receive it from DAQbilling or from a third party. Antek Healthware shall not have an obligation to mark Restricted Content as confidential; provided however, that if Antek Healthware does mark confidential information as Restricted Content, then, regardless of the manner in which You obtain such Restricted Content, it shall be deemed Restricted Content.

IV. GENERAL.

A. Disclaimer. Antek Healthware does not validate, error check or otherwise confirm any data or information, including Personal Information, posted by Registrants of, or parties using, DAQbilling. Antek Healthware acts as a neutral intermediary between DAQbilling Registrants and health insurance clearing houses. You shall maintain all necessary supporting documentation, including medical records, for verification of all facts and information posted on DAQbilling by You or on Your behalf, and shall provide such documentation to Antek Healthware upon its reasonable request. Antek Healthware does not make any representations or warranties regarding information, Personal Information or data transmitted by Registrants or health insurance clearing houses on DAQbilling. All such warranties and representations are made directly by the person posting the information to the intended recipient of the information. You agree to indemnify, defend and hold Antek Healthware and its parent and subsidiary entities, directors, officers, employees and agents (the "Indemnified Parties") harmless from and against any claim, demand, damage, loss, expense (including reasonable attorneys' fees) incurred by or threatened against the Indemnified Parties arising out of or related to any breach of representations or warranties made by You herein, or in respect of information, data or Personal Information posted on DAQbilling by You or on Your behalf or by Authorized Persons.

B. Warranty on Service; Limitations; Disclaimer. Software support service is warranted to the extent that Antek Healthware will correct material errors that have a material negative impact on Software or DAQbilling functionality brought to Antek Healthware's attention that are not caused by You, Your computer system operating environment, third parties such as contractors or other personnel, other software or the operating system used on the equipment. Consulting services, data

entry and other staff services are provided on a best-effort basis and are not warranted free of error. You specifically take sole responsibility to determine the accuracy of the data and reports prior to their use. You shall provide, at Your expense, an internet browser and a reliable internet connection. Processing and/or data center errors due to malfunction of Antek Healthware's servers, operators or programs will be corrected and reprocessed provided that Antek Healthware is advised of such error promptly but in no event more than five (5) business days after its occurrence. No employee of Antek Healthware is authorized to modify these terms and conditions or to warrant or guaranty any benefit to be derived from Antek Healthware's services or from adoption of Antek Healthware's recommendations, and You hereby acknowledge that You have not relied on any warranties or guarantees of benefit to enter these Terms of Use. THE WARRANTY PROVIDED ABOVE AND THE OBLIGATIONS AND LIABILITIES OF ANTEK HEALTHWARE THEREUNDER ARE IN LIEU OF AND YOU EXPRESSLY WAIVE ALL OTHER WARRANTIES, GUARANTIES, CONDITIONS OR LIABILITIES, EXPRESS OR IMPLIED, ARISING BY LAW OR OTHERWISE, INCLUDING WITHOUT LIMITATION ANY LOSS OF PROFITS OR OTHER INCIDENTAL OR CONSEQUENTIAL DAMAGES OF YOU OR ANY OTHER PARTY, WHETHER OR NOT OCCASIONED BY ANTEK HEALTHWARE'S NEGLIGENCE, OR ANY DAMAGES CAUSED OR CONTRIBUTED TO BY YOU (AND ALL SUCH WARRANTIES ARE HEREBY DISCLAIMED). ANTEK HEALTHWARE'S TOTAL LIABILITY UNDER THESE TERMS OF USE SHALL NOT EXCEED AMOUNTS PAID TO ANTEK HEALTHWARE BY YOU DURING THE 12 MONTH PERIOD IMMEDIATELY PRECEDING THE EVENT GIVING RISE TO THE DAMAGES. NO LIABILITY SHALL ARISE FOR FAILURE TO PROVIDE SERVICES IF DUE TO ANY CAUSE BEYOND ANTEK HEALTHWARE'S REASONABLE CONTROL. OTHER THAN THE EXPRESS WARRANTY ABOVE, ANTEK HEALTHWARE MAKES NO OTHER EXPRESS OR IMPLIED WARRANTIES OF ANY KIND WHETHER ORAL OR WRITTEN, AND ANTEK HEALTHWARE EXPRESSLY DISCLAIMS ANY AND ALL IMPLIED WARRANTIES, INCLUDING THE IMPLIED WARRANTIES OF FITNESS FOR A PARTICULAR PURPOSE, MERCHANTABILITY AND ACCURACY, ANY IMPLIED WARRANTY AGAINST INFRINGEMENT, AND ANY IMPLIED WARRANTIES ARISING UNDER TITLE 22 SUBTITLE 4 OF THE MARYLAND ANNOTATED CODE COMMERCIAL LAW ARTICLE. UNLESS THE WARRANTY IS EXPRESSLY STATED IN WRITING HEREIN, THERE IS NO WARRANTY

THAT ANY INFORMATION, COMPUTER PROGRAM, OUR EFFORTS, OR ANY SYSTEM PROVIDED BY ANTEK HEALTHWARE WILL FULFILL ANY OF YOUR PARTICULAR PURPOSES OR NEEDS. ANTEK HEALTHWARE SHALL NOT BE HELD LIABLE FOR THE QUALITY OR ACCURACY OF ANY INFORMATION, INCLUDING PERSONAL INFORMATION, PROVIDED BY YOU FOR OR VIA DAQBILLING NOR FOR ANY INACCURATE RESULTS DUE TO ANTEK HEALTHWARE'S PROCESSING OF ANY SUCH DATA. ANTEK HEALTHWARE EXPRESSLY DOES NOT WARRANT THAT USE OF DAQBILLING OR THE SOFTWARE WILL BE UNINTERRUPTED OR ERROR-FREE.

C. Taxes. You are responsible for all sales and use or other taxes incurred or arising from: (i) the purchase of the license to the Software and/or the right to use DAQbiling; and (ii) transactions made on DAQbiling.

D. Intellectual Property. DAQbiling, Software, graphics, images, content, compilation, magnetic translation, digital conversion, databases and all information provided in connection with the Software and on DAQbiling and other matters related to DAQbiling (other than Personal Information) are protected by applicable patent, copyright, trademark, trade secret and other laws protecting the proprietary rights of Antek Healthware and its licensors. Your right to access DAQbiling and to make use of the Software constitutes a license only, and all content on DAQbiling and copies of such content (other than Personal Information) remain in the sole possession and ownership of Antek Healthware and its licensors. Except as may be reasonably required for You to make use of DAQbiling for the purposes intended, You are not permitted to copy, redistribute, use or publish any of the content or any part of DAQbiling. Antek Healthware™ and the symbols used to identify Antek Healthware™ are trademarks of Antek Healthware. All third party trademarks, service marks, trade names or other identifying information used by Antek Healthware remain the sole and exclusive property of the applicable third parties.

E. Indemnification. By taking any action using or through DAQbiling, including submission of insurance claims, You expressly authorize and direct Antek Healthware to carry out such transaction or performance on Your behalf as Your act. Additionally, You represent and agree that You have obtained all authorizations required by applicable law or otherwise to allow Antek Healthware to carry out such transaction or performance. You shall indemnify, defend and hold harmless the Indemnified Parties (defined above) from and against any liability for all damages incurred by Antek Healthware in taking such actions at Your direction or request. Additionally, You shall indemnify,

defend and hold harmless the Indemnified Parties against any third party claim and any related cost or expense, including legal fees, arising out of or related to any breach by You of these Terms of Use.

F. Miscellaneous. These Terms of Use shall be governed by and construed in accordance with the laws of the State of Maryland, exclusive of its conflicts of laws provisions. Any controversy or claim arising out of or in any way related to these Terms of Use or the alleged breach thereof shall be brought solely and exclusively in a court located in the city or county of Baltimore, Maryland. THE PARTIES EXPRESSLY AGREE TO WAIVE THEIR RIGHT TO A JURY TRIAL IN SUCH MATTER. In the event that You breach these Terms of Use or the Privacy Policy or otherwise fail to pay any amounts owed to Antek Healthware, Antek Healthware shall be entitled to payment of its reasonable attorneys' fees and costs incurred. These Terms of Use and the Privacy Policy agreed to upon access and use of DAQbiling, as amended, constitute the entire agreement between parties. If any part of these Terms of Use is found to be invalid or unenforceable in any jurisdiction in which it is performed, then the meaning of that part will be interpreted, to the extent feasible, in a way that renders it enforceable. If no feasible interpretation is possible, the part will be severed from the rest of these Terms of Use and the rest of these Terms of Use will remain in full force and effect. The following provisions shall survive any termination OF these Terms of Use: Sections II.G, III.B, and IV.

G. Terms of Use and Privacy Policy. These Terms of Use and Privacy Policy, as amended, may be found via link at www.antekhealthware.com or upon log on to DAQbiling, and are incorporated herein by reference.

H. Aggregate Information. At times, Antek Healthware shall remove identifiable features from collected information and Personal Information and use the resulting information for statistical, historic or other purposes, consistent with applicable law ("Aggregate Information"). Aggregate Information shall include general collective or summary transaction data generated by DAQbiling (whether or not such data is generated using Personal Information) that does not display identifiable features.

