

LICENSE AGREEMENT

This Agreement is made by and between MDLand International (hereinafter called “MDLand”) and the entity listed as the “Entity Name” in the Order Form (hereinafter called “Licensee”).

The Licensee accepts the terms and conditions of this License Agreement (“Agreement”) prior to and as a condition of using the software and platform. Licensee agrees to comply with the terms and conditions of this Agreement. This Agreement is made part of and hereby incorporates any Order Form signed by Licensee and includes these terms and the terms of any documents that are incorporated by reference into the Agreement.

1.0 GRANT OF LICENSE:

MDLand grants the Licensee non-exclusive, revocable, non-assignable limited rights to access and use the current version of the software and platform in accordance with the terms and conditions of this Agreement.

2.0 RESTRICTIONS:

Licensee may NOT: (a) use or copy the software and platform except as provided in this Agreement; (b) transfer, rent, lease, lend, copy, modify, translate, sublicense, timeshare, or electronically transmit the software and platform or any derivatives thereof to any third party; (c) modify, adapt, or translate the software and platform, in whole or in part, except as provided in this Agreement; or (d) incorporate the software and platform into another product for distribution.

3.0 DISTRIBUTION:

Permission to distribute the software and platform - in whole, in part, or as part of a derivative work – outside of Licensee’s organization is not granted by this Agreement and is specifically prohibited.

4.0 ASSIGNMENT:

This Agreement, its rights, and its obligations for either party hereunder may, upon thirty (30) days written notice, be assigned, delegated, or transferred by operation of law or otherwise in connection with the total acquisition of the business or sale of a substantial amount of the assets of the business of either party to which this Agreement pertains. Upon thirty (30) days written notice to the Licensee, MDLand may assign, delegate, or transfer by operation of law or otherwise to a third party of its choosing any or all of its rights and obligations under this Agreement. Subject to the foregoing, this Agreement shall be binding upon and inure to the benefit of the respective parties hereto, their successors, assigns, and representatives.

5.0 TERM: This Agreement commences on the earlier of the date the Order Form is signed by Licensee or the date Licensee is first given access to the software and platform (the “Effective Date”) and continues until March 31st of the following year at the rates set forth in the Order Form (the “Initial Term”) (e.g., if the Effective Date is November 1st, then the Initial Term will only last 5 months from November 1st to March 31st). The Agreement will automatically renew for additional one-year periods commencing on April 1st and continuing until March 31st (each a “Renewal Term”) unless either party gives the other notice of non-renewal at least thirty (30) days before the commencement of any Renewal Term.

6.0 TERMINATION:

6.1 Either party may terminate this Agreement immediately with written notice in the event of a material breach of the Agreement by the other. Upon the effective date of termination, MDLand shall cease processing and/or transmitting medical information on behalf of the Licensee. MDLand will perform any tasks necessary to

complete the final transmission or processing of medical information prior to the termination date.

In addition to its termination rights hereunder, MDLand may restrict, limit, or suspend Licensee's access to the software and platform if MDLand reasonably determines that Licensee has engaged in or is likely to (a) engage in (whether knowingly or unknowingly) any prohibited conduct described herein and such conduct, in MDLand's reasonable opinion poses any risk of any kind or nature to MDLand or its service providers' network, business or other customers; or (b) violate MDLand's policies and procedures governing the use of the applicable software or platform.

6.2 Licensee will pay any unpaid fees accrued prior to the date of termination. In no event will termination relieve the Licensee of his/her obligation to pay any fees for the period prior to the effective date of termination.

6.3 If Licensee terminates this Agreement before the end of the initial term or any subsequent Renewal Term, Licensee shall be responsible for paying all of the Licensee's fees for the remainder of the then-current term. Additionally, any waived fees or discounts shall be payable to MDLand upon termination. Any fees that are owed by Licensee as of the date of termination or expiration of this Agreement shall be immediately due and payable. This policy is without prejudice to any other rights or remedies available to MDLand under this Agreement or applicable law.

6.4 Upon any termination of this Agreement, Licensee shall have the option (at its sole cost and expense) to receive a copy of the data stored in the software and platform from MDLand in a reasonable form and format to be determined by MDLand. Licensee hereby acknowledges that if such option is not exercised within sixty (60) days of the effective date of termination, MDLand may destroy the data without further notice, in accordance with this Agreement.

6.5 Upon termination of this Agreement, all rights and obligations of the parties under this Agreement will automatically terminate except for (a) rights of action accruing prior to such termination, (b) payment obligations, and (c) any obligations under this Agreement that expressly survive termination of this Agreement.

7.0 DATA RIGHTS, COLLECTION, REGULATORY COMPLIANCE

7.1 Data Rights: Subject to the terms set forth herein, to the extent feasible and in compliance with all applicable laws, MDLand will use commercially reasonable efforts to return Licensee data upon request from the Licensee after termination of this Agreement, for a fee and in accordance with the mutually agreed upon MDLand Data Extraction Form signed by Licensee. Licensee agrees that storage or caching of data on the software and platform is not an infringement of any intellectual property rights of the Licensee. The Licensee agrees that it will not store data on the software and platform that is subject to the rights of any third parties without first obtaining all required authorizations and rights in writing from such third parties. Licensee hereby grants MDLand a perpetual, worldwide, non-fee-bearing, exclusive (except as to the Licensee), fully paid, irrevocable license to use, aggregate, de-identify, and disclose practice data (including, without limitation, population health data, benchmarking, patient analysis, utilization tracking, and other administrative and quality improvement measures) to the extent permitted by applicable law. The Licensee acknowledges that MDLand, as creator and developer of de-identified derived data, owns the copyright and all other intellectual property rights to such data derived from practice data.

7.2 Data Collection: The Licensee acknowledges that MDLand will regularly receive and have access to all information entered into the software and platform including, without limitation, patient demographic information, clinical data, and practice information. This information, which may include Protected Health Information ("PHI") under the Health Insurance Portability and Accountability Act of 1996 (HIPAA; Pub. L. 104-191) and the regulations promulgated under HIPAA. MDLand may monitor the use and performance of the software and platform, including all Licensee user activity of the software and platform.

7.3 Data Compliance and Consideration: Through its use of the software and platform, the Licensee agrees to provide MDLand with practice data including, without limitation, general patient demographics, clinical data, and other information. The Licensee agrees to use its best efforts to input such information for all of its patients in a timely, accurate, and complete manner.

7.4 HIPAA: The operation of the software and platform will involve the disclosure of PHI to MDLand; because of this, the Licensee hereby engages MDLand as its Business Associate to provide the items and services specified in this Agreement. MDLand hereby acknowledges and agrees that MDLand is the Licensee's Business Associate under HIPAA and the accompanying HIPAA Regulations. The parties hereby incorporate and make part hereof the terms of the HIPAA business associate agreement and agree to comply with the HIPAA business associate agreement (the "BAA") located at <https://www.mdland.com/hipaa-baa>, which may be updated by MDLand from time to time. Notwithstanding anything to the contrary in this Agreement or the BAA, any violations of the BAA shall be subject to the limitations of liability set forth in this Agreement. MDLand agrees to not use or further disclose PHI except as permitted or required under this Agreement, the Minimum Necessary Standard under the HIPAA Regulations, and the HIPAA Business Associate Requirements. MDLand and its agents shall implement appropriate de-identification criteria for Protected Health Information ("PHI") as defined under the Health Insurance Portability and Accountability Act of 1996 ("HIPAA") and the regulations promulgated under HIPAA by the United States Department of Health and Human Services including, but not limited to, 45 C.F.R. Part 160 and 45 C.F.R. Part 164 (the "HIPAA Regulations"). Furthermore, the Licensee acknowledges and agrees that de-identification information is not PHI and that MDLand and its agents may use such de-identified information for any lawful purpose.

7.5 Release of Information: Pursuant to a signed consent from the applicable patient, MDLand may release copies of data from the software and platform including, without limitation, patient demographics, clinical data, and other information. Such data shall be delivered to the patient in accordance with the patient's request (including, without limitation, through a mobile application) and in compliance with law.

7.6 Destruction of PHI: Upon termination of the Agreement between the parties, MDLand may destroy PHI after sixty (60) days following the effective date of termination. If destruction of PHI is not feasible, MDLand should continue to protect PHI as required by federal law.

7.7 Future and Compliance with Laws: Each party shall be responsible for ensuring that it complies with all applicable laws in connection with this Agreement including, without limitation, reasonably cooperating with court orders. If any laws or regulations applicable to this Agreement including, without limitation, HIPAA, are hereafter changed/modified/added so as to be required during the term of this Agreement, an amendment/modification/change to the terms and conditions of Agreement shall be made in order to comply with such law change/ modification. The Parties shall cooperate with one another in modifying/amending this agreement, if necessary, to comply with such change/modification.

7.8 Assistance in Compliance Reviews: MDLand agrees to reasonably cooperate with Licensee in responding to any governmental or administrative body compliance or audit review relating to MDLand's provision of the software and platform for reasonable fees.

8.0 OWNERSHIP & COPYRIGHT:

Title, ownership rights, and intellectual property rights in and to the software and platform, and all copies thereof, shall remain with MDLand and/or its licensors. MDLand and the applicable software and platform are copyrighted and protected by United States copyright laws and international treaty provisions. The Licensee shall have no ownership or any other rights, title, or interest in the software and platform or in any other intellectual property in connection with any of the services provided pursuant to this Agreement. Licensee shall not copy, reproduce, modify, or create derivative work, collective work, or compilation of the software and platform and may not reverse engineer, decompile, or otherwise attempt to extract the software and platform code or any part thereof. Licensee shall not access or use the software and platform for any purpose other than as intended or described in

this Agreement. Licensee shall not remove any copyright or ownership notice from MDLand, the applicable software and platform, or any documentation or materials derived from MDLand.

The applicable software and platform, in its various forms, is a compilation of information gathered by MDLand. The applicable software and platform contains a large body of information that is public knowledge; but at the same time, it represents a substantial creative compilation effort. Accordingly, it enjoys the same copyright protection as other reference works, such as dictionaries, that contain a compilation effort.

9.0 LIMITED WARRANTY:

MDLand warrants that the software and platform shall perform in a commercially reasonable manner for thirty (30) days following the Effective Date (the "Warranty Period"). In all events MDLand's warranties and representations are limited to the software and platform, and solely for the Warranty Period. If MDLand receives written notification from Licensee of defects in materials or workmanship during the Warranty Period, MDLand shall make a reasonable determination regarding the defect and replace the software and platform, or, if replacement is not commercially reasonable, MDLand may in its sole discretion, terminate the Agreement. THE REMEDIES SET FORTH IN THIS SECTION SHALL BE SUBSCRIBER'S SOLE AND EXCLUSIVE REMEDY IN THE EVENT OF A BREACH OF THE WARRANTY SET FORTH IN THIS SECTION.

10.0 NO OTHER WARRANTIES:

EXCEPT FOR THE FOREGOING LIMITED WARRANTY, MDLAND MAKES NO REPRESENTATION OR WARRANTY THAT (1) THE SOFTWARE AND PLATFORM OR THE ACCOMPANYING DOCUMENTATION ARE "ERROR-FREE"; (2) THE SOFTWARE AND PLATFORM OR THE ACCOMPANYING DOCUMENTATION MEET THE LICENSEE'S PARTICULAR STANDARDS, REQUIREMENTS, OR NEEDS; OR (3) THE SOFTWARE AND PLATFORM WILL OPERATE WITHOUT INTERRUPTION OR THAT ANY ERRORS IN THE SOFTWARE AND PLATFORM WILL BE CORRECTED. THE SERVICES, INCLUDING THE SOFTWARE AND PLATFORM, ARE BEING PROVIDED TO LICENSEE IN "AS IS" CONDITION AND MDLAND SPECIFICALLY DISCLAIMS ALL OTHER WARRANTIES, REPRESENTATIONS, OR CONDITIONS (EXPRESSED OR IMPLIED) INCLUDING, BUT NOT LIMITED TO, ANY IMPLIED WARRANTY OR CONDITION OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND/OR WARRANTY OF NON-INFRINGEMENT. ALL OTHER IMPLIED TERMS AND CONDITIONS ARE EXCLUDED.

THE PARTIES AGREE THAT MDLAND HAS NO RESPONSIBILITY FOR PATIENT CARE, AND THAT LICENSEE IS SOLELY RESPONSIBLE FOR MEDICAL DECISION-MAKING AND PATIENT CARE TO LICENSEE'S PATIENTS. MDLAND IS SOLELY PROVIDING A TOOL FOR LICENSEE'S USE AND IS NOT PROVIDING MEDICAL CARE IN ANY WAY. LICENSEE FURTHER AGREES THAT ITS CLINICAL JUDGMENTS ARE BASED ON ITS OWN MEDICAL EXPERTISE AND SHALL NOT BE DETERMINED IN ANY WAY BY THE SOFTWARE AND PLATFORM.

11.0 LIMITATION OF LIABILITY; INDEMNIFICATION:

The entire and exclusive liability and remedy for breach of the limited warranty shall be limited to replacement of defective media or documentation and shall not include or extend to any claim for damages or the right to recover any other damages including, but not limited to: loss of profit, loss of data, use of the software, special/incidental/consequential/punitive damages, cost of procurement of substitute goods, disruption of business, or other similar claims. This limitation applies even if MDLand has been specifically advised of the possibility of such damages. In the event of system malfunction, for whatever reason(s), or inability to access the computer system, MDLand shall not be liable for inaccuracy, miscalculation, damage, or loss to any client data entered into the computer system. However, MDLand will exercise its best efforts to minimize the possibility of such damage or loss of Licensee data by use of regular backup procedures.

LIABILITY OF MDLAND AND ITS AGENTS FOR DAMAGES HEREUNDER SHALL IN NO EVENT EXCEED THE AMOUNT OF FEES PAID BY LICENSEE UNDER THIS AGREEMENT FOR THE THREE (3) MONTHS IMMEDIATELY PRECEDING SUCH CLAIM.

IN NO EVENT SHALL MDLAND OR ITS SUPPLIERS BE LIABLE FOR ANY SPECIAL, INCIDENTAL, INDIRECT, PUNITIVE OR CONSEQUENTIAL DAMAGES WHATSOEVER TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW. THESE DAMAGES INCLUDE, WITHOUT LIMITATION, DAMAGES FOR LOSS OF BUSINESS PROFITS, BUSINESS INTERRUPTION, LOSS OF BUSINESS INFORMATION, OR ANY OTHER PECUNIARY LOSS ARISING OUT OF THE USE OF OR INABILITY TO USE THE SOFTWARE AND PLATFORM, EVEN IF MDLAND HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. MDLAND IS NOT RESPONSIBLE FOR ANY IMPROPER OR ILLEGAL USE LICENSEE MAKES OF THE SOFTWARE AND PLATFORM.

Licensee shall defend, indemnify and hold MDLand and its third party service providers, if applicable, and each of their respective officers, directors, employees and agents (the "Indemnities") harmless from and against any and all losses, costs, damages and expenses (including reasonable attorney's fees) that the Indemnities may suffer in connection with any demands, claims, actions, suits or proceedings arising out of or in connection with (i) the use of the software and platform (including but not limited to any third party solutions used in connection with the software and platform) by Licensee or its users; (ii) any breach by Licensee or its users of this Agreement; or (iii) Licensee's data, including but not limited to any third party claims that the inclusion, use, reference, incorporation of or linking to any third party materials or the Licensee's violates such third party's copyright and/or other intellectual property, privacy or other rights, or that such use is illegal.

12.0 ENTIRE AGREEMENT:

This Agreement represents the complete agreement between the parties relating to this license for the software and platform and supersedes all prior agreements, communications, proposals, and representations between the parties and prevails over any conflicting or additional terms and conditions of any quote, order, acknowledgment or similar communication. Both parties acknowledge that they have not been induced to enter into this Agreement by any representations or promises not specifically stated herein.

The then-current terms and conditions of this Agreement shall be available through the software and platform or at <https://www.mdland.com/license-agreement>. MDLand may modify the terms and conditions of this Agreement at any time, in its sole discretion. Upon any change, update, addition, or removal to the terms and conditions, MDLand shall post the updated terms and conditions through the software and platform and provide notice to Licensee. By using the software and platform after MDLand has updated the terms and conditions, Licensee is agreeing to all the updated terms and conditions. In addition, certain services and/or features may be subject to additional terms and conditions of use. By using such services or features, or any part thereof, you agree to be bound by the additional terms and conditions of use applicable to such services or features. In the event that any of the additional terms and conditions of use governing such services or features conflict with this Agreement, the additional terms and conditions will govern.

13.0 GOVERNMENT RESTRICTED RIGHTS:

The software and platform is provided with RESTRICTED RIGHTS. Use, duplication, or disclosure by the United States Government is subject to restrictions as set forth in sub-paragraph (c) (1) (ii) of the Rights in Technical Data and Computer Software clause at DFARS 252.227-7013, or subparagraphs (c) (1) and (2) of the Commercial Computer Software-Restricted Rights clause at 48 CFR 52.227-19, as applicable. Manufacturer is MDLand International, 185 Great Neck Road, Suite 4J, Great Neck, NY 11021

14.0 DISPUTE RESOLUTION:

In the event that litigation is instituted between the parties in connection with this agreement, the judgment thereof shall include a reasonable sum to be paid to the prevailing party for and on account of attorney's fees and costs incurred in such litigation. Any dispute under this agreement shall be submitted to binding arbitration in the city of New York, under the rules of the American Arbitration Association.

15.0 GENERAL:

15.1 This Agreement is governed and interpreted in accordance with the laws of the State of New York, USA, without giving effect to conflict of law rules. If any provision of this Agreement is held by a court of competent jurisdiction to be contrary to law, that provision will be enforced to the maximum extent permissible and the remaining provisions of this Agreement will remain in full force and effect.

15.2 Notwithstanding any applicable statute of limitation under applicable law, Licensee agrees that it shall not institute any claim or action relating to this Agreement or any services provided or related to the software and platform more than one (1) year after the cause of action has arisen.

15.3 MDLand may modify the software and platform at any time and MDLand shall not be liable to Licensee or any third party for any such modification or update. Unscheduled repairs and maintenance, including without limitation remote patches or updates to the application may temporarily degrade the quality of services or result in a partial or complete outage of the services and/or unavailability of the software and platform.

15.4 The language used in this Agreement will be deemed to be the language chosen by the parties hereto to express their mutual intent, and no rule of strict construction will be applied against any party hereto.

15.5 Any notice required or permitted by this Agreement shall be in writing and shall be delivered as follows, with receipt by a Party and notice deemed given as indicated: (a) by personal delivery, when delivered personally; (b) by overnight courier, upon written verification of receipt; (c) by facsimile transmission; (d) by email, upon confirmation of receipt; or (e) by certified or registered mail, return receipt requested, upon verification of receipt. Notice shall be sent to the addresses set forth in the Order Form or to such other address as either party may specify in writing in accordance with the terms of the notice provision. Additionally, MDLand may satisfy its notice obligations under this Agreement by posting a notice on the software and platform, which shall be deemed as given upon Licensee's next accessing of the software and platform.

Licensee agrees to provide MDLand with changes to any Licensee billing information to finance@mdland.com, at least thirty (30) days before such change takes effect.

15.6 Licensee is solely responsible for maintaining the secrecy and security of all usernames and passwords granted to it, for the security of its information systems used to access the software and platform, and for its users' compliance with the terms of this Agreement. Licensee agrees that it is and shall remain solely and completely liable for any communications or other uses that are made using Licensee's or its users' passwords and user IDs, as well as any obligation that may result from such use. Licensee agrees to notify MDLand promptly in writing if it believes that a password has been stolen or might otherwise be misused, of any unauthorized use of any password or user ID or any other breach of security suspected by Licensee related to the software and platform.

15.7 If (a) Licensee is an entity purchasing or licensing the software or platform on behalf of a provider of health or medical services and Licensee is not the health care provider (a "Management Licensee") and (b) any of the managed health care providers terminates its relationship with the Management Licensee, then the Management Licensee (i) consents to the transfer of data maintained, stored, or otherwise processed in the software and platform, in compliance with law; and (ii) permits MDLand and the managed health care provider to enter into a separate agreement and hereby agrees to transfer any access or license rights from the Management Licensee to the health care provider. Any data transfer or transaction contemplated under this provision shall be subject to the applicable Data Use Agreement between the parties.

16.0 FEE AND PAYMENT:

16.1 The Licensee agrees to pay all fees specified in Order Forms within fifteen (15) days of the applicable invoice date. All payment obligations are non-cancelable and fees paid are non-refundable. Licensee further agrees to pay the implementation and training fee in full at the time when contract is signed. The subscription fee will be charged on the date when the account is live after the implementation.

16.2 Please note that unless otherwise specified by the Licensee, an Automated Clearing House (ACH) shall be used as the primary payment method. Such charges shall be made in advance. Payment methods other than ACH may be subject to additional processing and transaction fees. Licensee is responsible for providing complete, accurate billing and contact information to MDLand and notifying MDLand of any changes to such information. If any invoiced amount is not received by MDLand by the due date, a late fee of the greater of (1) 1.5% of the amount invoiced; and (2) \$25.00 will be charged for a payment received after the due date. An amount outstanding more than 60 days will result in suspension of the account. A Reactivation fee of \$100 will apply.

16.3 If any amount owed by the Licensee is sixty (60) or more days overdue MDLand may, without penalty and without limiting its other rights and remedies, suspend or terminate services (including without limitation the access to the software and platform) to Licensee until such amounts are paid in full.

16.4 MDLand reserves the right to adjust pricing or fees for its service or any components thereof in any manner and at any time at its own sole discretion upon thirty (30) days advance written notice to the Licensee.

16.5 MDLand reserves the right to pass-through any third party fees or charges based on the costs involved.

16.6 Fees do not include any taxes, levies, duties, or similar governmental assessments of any nature. Licensee is responsible for paying all tax associated purchases. If MDLand has the legal obligation to pay or collect taxes for which the Licensee is responsible, MDLand will invoice the Licensee and the Licensee will pay that amount unless the Licensee provides MDLand with a valid tax exemption certificate authorized by the appropriate taxing authority.

17.0 TRAINING:

So that MDLand can train the Licensee and other users effectively, the Licensee agrees to close Licensee's (or its managed health care providers', as applicable) office and reduce patient volume for a reasonable amount of training, to be determined by MDLand or as set forth in the applicable Order Form.

18.0 CONFIDENTIALITY

As used in this Section, "Confidential Information" means any non-public information of the other party concerning, but not limited to information regarding the customers, patients, trade secrets, software, services, methodologies, source code, know-how or trade secrets, methods, processes or procedures, product plans, pricing, marketing and sales information, customer lists, or any other confidential, financial or business information of the other party which it learns during the course of its performance of this Agreement. Each party agrees to use at least the same degree of care with regard to the other party's Confidential Information as such party employs with respect to its own Confidential Information, but in no case less than a reasonable standard of care to maintain confidentiality. Except as otherwise expressly permitted in this Agreement, each party agrees that it shall not disclose to any third party, any Confidential Information of the other party without the prior written consent of such other party unless the Confidential Information (1) becomes generally available to the public other than as a result of disclosure by the receiving party, or (2) was already generally available to the public at the time of receipt of the Confidential Information from the disclosing party. If a party is required by a court or government agency to disclose the other party's Confidential Information the disclosing party shall provide a minimum of ten (10) days' notice to the other party before making such a disclosure. The terms of this Section shall survive the termination or expiration of this Agreement.

19.0 FORCE MAJEURE

Except for Licensee's payment obligations, neither party shall be liable for nonperformance or delays, under any circumstances, which occur due to any causes beyond its reasonable control.

20.0 SURVIVAL

No termination or expiration of this Agreement affects or impairs any obligations, duties, indemnities, and liabilities of either party that, by their nature, continue beyond termination, or the rights of MDL and relating to any unpaid obligations. Such obligations, duties, indemnities, and liabilities including without limitation Sections 7.1, 7.2, 8, 11, and 14 shall not terminate or expire, but rather survive such termination or expiration and continue in full force and effect until the longer of (i) such time as all the obligations have been paid in full or (ii) such time as is expressly provided in this Agreement.

Electronic Medical Claims Processing Order Form

Services:

MDLand and/or its business partners or third party agents will provide electronic medical claims submission processing services provided by MDLand International and/or its business partners or third party agent.

Responsibilities of the parties

MDLand:

- MDLand will process and submit the Licensee's claims to appropriate insurance companies if those insurance companies are eligible for the electronic submission.
- To expedite the filing process, MDLand, at its discretion, may choose to submit claims through an electronic claims clearinghouse of its choosing.
- MDLand, when appropriate, will make application available to applicable insurance carriers and/or clearinghouse(s) so that the Licensee's claims may be filed electronically.
- MDLand will make reasonable effort to process and transmit claims within three (3) business days of receipt and will furnish the Licensee an updated status to the extent practicable. Filing may be delayed by legal holidays or technical difficulty.
- MDLand will charge the Licensee for claims sent and/or transmitted at the agreed upon rate.
- MDLand will uphold the highest standards of business ethics and will make its best effort to maintain compliance with State, Federal, and private insurance carrier rules, regulations, and guidelines with respect to third party billing services.

Licensee:

- The Licensee shall accept responsibility for all claims submitted to MDLand by the Licensee or its billing service.
- The Licensee shall ensure that every bill is capable of being associated and identified with a source record and a patient authorization.
- The Licensee shall maintain all original source records, authorizations, and medical records pertaining to any particular claim for a minimum period of six (6) years or the number of years/ length required by the law and regulations following the month when the bill is submitted.
- The Licensee will furnish to MDLand all necessary information so that MDLand may make an application on the Licensee's behalf to appropriate insurances, carriers, and/or clearinghouses with the purpose of transmitting claims electronically.
- The Licensee assumes all responsibility and liability for the accuracy of the claim information, including proper diagnostic and procedural coding.
- The Licensee will perform all necessary follow ups with patients and insurance carriers with respect to information necessary to file claims.

- The Licensee will perform all necessary follow ups with patients and insurance carriers with respect to EOB, reimbursement, and payment.
- The Licensee assumes all responsibility in handling claims not eligible for electronic submission.
- The Licensee will make timely payment for services rendered at the rates and per the terms specified in the attached Addendum, entitled “Rates”
- The Licensee warrants that it is, and will remain in, compliance with all applicable State, Federal, and private insurance carrier rules, regulations, and guidelines regarding insurance reimbursement and billing.
- The Licensee warrants that it has never been, and is not at the time of signing of this agreement, under indictment or investigation for Medicare fraud and/or abuse or other infractions/violations of Federal, State or commercial insurance rules, regulations, or guidelines. The Licensee will immediately notify MDL and if the Licensee comes under such indictment or investigation.