

SERVICE AGREEMENT

This SERVICE AGREEMENT ("Agreement") and terms and conditions contained herein apply to CUSTOMER's use of the Services specified within an Order Form entered into by and between Inovalon Provider, Inc. ("INOVALON") and CUSTOMER, as expressly incorporated into and made a part of the Order Form by reference therein. By way of execution of the Order Form, CUSTOMER has agreed to be bound by this Agreement, which shall be effective as of the date of CUSTOMER's signature on the Order Form ("Effective Date"). INOVALON and CUSTOMER may be referred to herein individually as a "Party" or collectively as the "Parties."

CUSTOMER wishes to utilize INOVALON's Services and INOVALON agrees to provide Services to CUSTOMER in accordance with the terms and conditions of this Agreement and applicable Order Form(s);

In consideration of the Fees to be paid by CUSTOMER for the provision of Services by INOVALON and other promises of each Party contained herein, the Parties agree as follows:

TERMS AND CONDITIONS

1. DEFINITIONS.

- 1.1. "Authorized End User(s)" means CUSTOMER's personnel and/or contracted third-party (e.g. agency, temporary or consulting staff) acting on behalf of CUSTOMER and, as applicable, CUSTOMER's clients.
- 1.2. "Documentation" means the technical manuals made available by INOVALON to enable CUSTOMER to reasonably understand and use the Services.
- 1.3. "Order Form" means the CUSTOMER executed Services order form(s) incorporating the terms of, subject to, and made a part of this Agreement and representing CUSTOMER's purchase of the Services as contained within such order form(s). In the event of a conflict between the terms and conditions of an order form and this Agreement, the terms and conditions of the order form shall control.
- 1.4. "Services" means the service(s) as specified within the applicable Order Form(s).
- 1.5. "Service Period Start Date" means the date CUSTOMER's Initial Term for Services commences.
- 1.6. "Software" – software products used by INOVALON as part of the Services or otherwise, in object code, machine readable format or as a component of a software-as-a-service model, and any updates, revisions, improvements or materials. Software may include programs of third parties which INOVALON is authorized to include as part of the Software.

2. ACCESS AND USE.

- 2.1. Grant of Access and Use. During the Services term as stated below or as otherwise contained within an Order Form and subject to CUSTOMER's continued compliance with its payment obligations hereunder or under the applicable Order Form, INOVALON hereby grants CUSTOMER access to and use of INOVALON's Services pursuant to this Agreement and any additional terms and conditions contained in the Order Form for such Services.
- 2.2. Permitted Access and Use. CUSTOMER may access and use the Services only for processing CUSTOMER's own data and, depending on the particular Services and as specified in an Order Form, the data of CUSTOMER's clients who are under a contractual relationship with CUSTOMER to provide services. CUSTOMER shall not itself, or through any affiliate, subsidiary, agent, or third-party (i) copy or republish Services or Documentation; (ii) disassemble, reverse engineer, decompile, or otherwise attempt to derive the source code used to provide Services; (iii) modify, create derivative works based upon, or translate Services; (iv) license, sell, rent, lease, transfer, grant any rights in, or otherwise commercially exploit CUSTOMER's access to Services or accompanying Documentation in any form to any third-party, except as may be otherwise expressly permitted hereunder or in an Order Form; (v) use or access Services to provide service bureau, time-sharing or other computer hosting services to third parties, except as may be otherwise expressly permitted hereunder or in an Order Form; (vi) make Services available to any person other than Authorized End Users; or (vii) remove any trademark, copyright, or other proprietary or confidentiality notices, labels or marks on or in Services or Documentation. CUSTOMER shall immediately notify INOVALON of any unauthorized access and/or use of Services or Documentation as detailed in this provision that becomes directly or constructively known to CUSTOMER or that CUSTOMER reasonably suspects.
- 2.3. Equipment Required for Use of Services. CUSTOMER is solely responsible for obtaining all compatible equipment and for paying all associated fees as is necessary and required to access and use Services, including without limitation all applicable taxes and internet access fees.

3. SUPPORT.

- 3.1. Support. Subject to CUSTOMER's compliance with its obligations pursuant to this Agreement and the applicable Order Form(s), INOVALON shall provide (i) configuration and implementation of Services; (ii) ongoing monitoring and management of Services to ensure reliable and efficient operations; (iii) troubleshooting, advice, and support for Services via telephone, e-mail, or other electronic means made available by INOVALON during normal business hours; and (iv) modifications, incremental enhancements, and updates to Services as INOVALON, in its sole discretion, may make generally available from time to time.
- 3.2. Services Upgrade. Should CUSTOMER wish to upgrade Services, CUSTOMER shall notify INOVALON, and the Parties will execute a new Order Form, which will set forth the new Fees and shall serve to supersede and terminate the current Order Form containing those Services that CUSTOMER wishes to upgrade.

4. FEES AND PAYMENT.

- 4.1. **Fees.** The fees payable by CUSTOMER to INOVALON for access to and use of Services shall be set forth in an Order Form ("Fees"). After the Initial Term, Fees are subject to adjustment one (1) time within each successive twelve (12) month period. Any such adjustment shall be effective upon sixty (60) days prior written notice to CUSTOMER. Notwithstanding the foregoing, any increase in third-party charges (such as by any third-party licensors or other third parties relating to the use of Services, including but not limited to pass-through fees, tariffs, or government fees) shall be immediately passed through to CUSTOMER.
- 4.2. **Payment.** Fees shall be payable by CUSTOMER subject to the terms of an Order Form. Fees paid by CUSTOMER are non-refundable, except as may be otherwise provided for in an Order Form or elsewhere within this Agreement. Any undisputed Fees unpaid by CUSTOMER when due shall be subject to a finance charge of one and a half percent (1.5%) per month or the maximum permitted by law, whichever is greater, on any outstanding balance. CUSTOMER shall notify INOVALON within thirty (30) days of the invoice date of any disputed Fees or other charges ("Dispute Notification Period"). Dispute notifications shall include written documentation identifying and substantiating the disputed amount. Notwithstanding CUSTOMER's dispute of any Fees or charges, CUSTOMER shall submit to INOVALON, by the due date of the invoice, full payment of the undisputed portion of such invoice. In the event CUSTOMER fails to notify INOVALON within the Dispute Notification Period, CUSTOMER shall promptly pay INOVALON the full value of the invoice and waives any and all rights to dispute the Fees or charges contained therein. Notwithstanding the foregoing, if CUSTOMER fails to pay any undisputed Fees when due, INOVALON may, at its sole discretion, (i) terminate this Agreement immediately upon notice to CUSTOMER, including any applicable Order Form(s); or (ii) withhold delivery of all or a portion of Services and seek enforcement of CUSTOMER's obligation to pay the entire Fee as a condition precedent to INOVALON performing any other obligation under this Agreement.
- 4.3. **Taxes.** Exclusive of property taxes or taxes based on the net income of INOVALON or its suppliers or licensors, CUSTOMER will pay any and all excise, sales, use, personal property, value-added, withholding, privilege, or other similar and applicable tax or duties, including but not limited to penalties and interest, levied or based upon the payments made pursuant to this Agreement. If CUSTOMER is a tax-exempt organization, CUSTOMER must provide a copy of the applicable State or Federal exemption certificate(s) to INOVALON, or if no exemption certificate is available in CUSTOMER's State, a copy of the applicable sales and use tax exemption and exclusion statutes or regulations for the applicable State.

5. INTELLECTUAL PROPERTY RIGHTS.

- 5.1. **Intellectual Property.** CUSTOMER acknowledges and agrees that INOVALON retains all intellectual property rights, including but not limited to patent, copyright, trademark, and title in and to all Services and Documentation and derivatives thereof. All Services and Documentation ideas, concepts, techniques, inventions, processes, operation, code, architecture, implementation, software or works of authorship developed, comprising, embodied in, or practiced in connection therewith, including without limitation all modifications, enhancements, configurations, upgrades, and interfaces thereto is the valuable intellectual property of INOVALON ("Intellectual Property"). Intellectual Property is protected by United States copyright and trademark laws, common law, and/or international treaties. This Agreement does not give CUSTOMER any intellectual property rights to INOVALON's Intellectual Property.
- 5.2. **Proprietary Markings.** CUSTOMER shall not remove or destroy any confidential, proprietary, trademark, or copyright markings or notices placed upon or contained within Services or Documentation. The placement of a copyright notice within Services or Documentation shall not constitute publication or otherwise impair the Intellectual Property of INOVALON.
- 5.3. **Use of Data.** Any access to, use, or disclosure of data shall be in accordance with this Agreement. Notwithstanding the foregoing, any data which is considered protected health information (as such term is defined under 45 CFR §160.103; hereinafter referred to as "PHI") shall only be accessed, used, or disclosed in accordance with the applicable business associate agreement ("BAA") in effect between the Parties.
- 5.4. **Third-Party Websites.** Services may contain links to third-party websites ("Websites"). Websites are provided within certain Services for convenience only and are not under the ownership or control of INOVALON. INOVALON is not responsible for the content of any Websites and does not review, approve, monitor, endorse, warrant, or make any representations whatsoever with respect to Websites. In no event shall INOVALON be responsible for the information contained in any Websites or for CUSTOMER's reliance on and/or use thereof. Websites may have terms and privacy policies different from those of INOVALON and INOVALON shall not be responsible for any breach thereof.
- 5.5. **Publicity.** Neither Party shall issue or release any announcement, statement, press release, or other publicity or marketing materials relating to this Agreement, unless otherwise expressly permitted elsewhere hereunder, provided, however, that INOVALON may, without CUSTOMER's consent, include CUSTOMER's name, logo and other indicia in its lists of INOVALON current or former customers and within other promotional and marketing materials.

6. CONFIDENTIAL INFORMATION.

- 6.1. **Defined.** As used herein, "Confidential Information" shall mean any information disclosed by either Party to the other Party, directly or indirectly, which (i) if in written, graphic, machine-readable or other tangible form, is marked or otherwise identified as "Confidential" and/or "Proprietary,"; (ii) if disclosed orally or by demonstration, is identified at the time of initial disclosure as confidential and is confirmed in writing by the disclosing Party to the receiving Party to be "Confidential" and/or "Proprietary" within thirty (30) days of such disclosure, (iii) is specifically deemed to be confidential by the terms of this Agreement, including but not limited to INOVALON's Intellectual Property; or (iv) reasonably appears to be confidential or proprietary because of the circumstances of disclosure and the nature of the information itself. Examples of Confidential Information include, but are not limited to, Trade Secrets (as defined below), performance data, design, features, layouts, configurations, processes, formulae, specifications, programs, test results, technical know-how, methods and procedures of operation, and other information relating to or otherwise obtained from the Services or Documentation. As used herein, "Trade Secrets" shall mean common law and statutory trade secrets that include all information possessed by or developed for INOVALON or any of its subsidiaries, including without limitation a compilation, program, device, method, system, technique or process, to which all of the following apply: (i) the information derives actual or potential independent economic value from not being generally known to and not being readily ascertainable by proper means by other persons who could obtain economic value from its disclosure or use; and (ii) the information is subject to the efforts of the disclosing Party to maintain its secrecy that are reasonable under the circumstances.

- 6.2. **Confidentiality.** The receiving Party shall not use Confidential Information except to exercise its rights and perform its obligations under this Agreement and shall not disclose Confidential Information to any third-party without prior written authorization by the disclosing Party. The receiving Party shall use at least the same degree of care that it uses to prevent disclosure of its own confidential information to prevent the disclosure of the disclosing Party's Confidential Information, but in no event shall such level of care be less than a reasonable degree of care.
- 6.3. **Duration.** During the term of this Agreement and for a period of three (3) years thereafter, the receiving Party shall treat as confidential all Confidential Information disclosed to them by the disclosing Party. Notwithstanding the foregoing, the receiving Party shall treat as confidential any Trade Secrets disclosed by the disclosing Party in perpetuity or for so long as such information remains a Trade Secret under applicable law.
- 6.4. **Exceptions.** Confidential Information does not include information that (i) was publicly known and made generally available in the public domain prior to the time of disclosure by the disclosing Party; (ii) becomes publicly known and made generally available after disclosure by the disclosing Party to the receiving Party through no action or inaction of the receiving Party; (iii) is already in the receiving Party's possession at the time of disclosure by the disclosing Party as shown by the receiving Party's files and records immediately prior to the time of disclosure; (iv) is obtained by the receiving Party from a third-party without a breach of such third-party's obligations of confidentiality; (v) is independently developed by the receiving Party without use of or reference to the disclosing Party's Confidential Information, as shown by documents and other competent evidence in the receiving Party's possession; or (vi) is required by law to be disclosed by the receiving Party, provided that the receiving Party gives the disclosing Party prompt written notice of such requirement prior to any disclosure and assists the disclosing Party in seeking an order protecting the information from public disclosure. Additionally, each Party may disclose the existence of this Agreement and the relationship of the Parties, but each Party agrees that the specific terms and conditions of this Agreement shall be treated as Confidential Information; provided, however, that each Party may disclose the terms of this Agreement to those third parties with a need to know and who are under a contractual duty of confidentiality with respect to such Confidential Information, including but not limited to accountants, lawyers, bankers, and investors.

7. TERM AND TERMINATION.

- 7.1. **Term.** This Agreement shall become effective on the Effective Date and shall remain in effect until all Services CUSTOMER receives under an Order Form incorporating the terms of and made a part of this Agreement are terminated in accordance with the terms herein or as may otherwise be specified within the Order Form. Additionally, unless otherwise stated within an Order Form, Services shall have an initial twelve (12) month term ("Initial Term"), commencing as of the Service Period Start Date and shall automatically renew for successive twelve (12) month terms (each a "Renewal Term") unless CUSTOMER provides no less than sixty (60) days prior written notice to INOVALON of their intent to not renew and terminate Services effective upon the last day of the then current term.
- 7.2. **Termination.** Either Party may terminate this Agreement and any applicable Order Form (i) within thirty (30) days after a breach by a Party, provided the non-breaching Party has provided the breaching Party with written notice of breach of this Agreement and to the extent that such breach is not cured by the breaching Party to the non-breaching Party's reasonable satisfaction within the thirty (30) day notice period; or (ii) if the other Party is adjudged insolvent or bankrupt, or upon the institution of any proceedings by or against such Party seeking relief, reorganization or arrangement under any laws relating to insolvency, or any assignment for the benefit of creditors, or the appointment of a receiver, liquidator or trustee of any of such Party's property or assets, or the liquidation, dissolution or conclusion of such Party's business. Additionally, INOVALON may terminate this Agreement and any applicable Order Form upon ninety (90) days prior written notice to CUSTOMER.
- 7.3. **Effect of Termination.** Upon termination of this Agreement and/or any Order Form incorporating the terms of this Agreement, CUSTOMER shall immediately cease using all Services and return or destroy any Confidential Information in CUSTOMER's possession including all copies of the Documentation and INOVALON shall disable all access to Services. Upon INOVALON's request, CUSTOMER shall provide written certification to INOVALON that all Confidential Information has been returned or destroyed and that CUSTOMER no longer has access or use of the Services. CUSTOMER shall pay to INOVALON all accrued Fees and other amounts that may be due and outstanding as of the effective date of termination.
- 7.4. **Improper Termination and/or Breach by Customer.** In the event (i) CUSTOMER improperly seeks to terminate this Agreement or any Order Form prior to the conclusion of a guaranteed minimum term; or (ii) INOVALON terminates this Agreement or any Order Form due to CUSTOMER's breach thereof, CUSTOMER shall pay INOVALON, upon receipt of an invoice, a termination fee equal to the total amount of Fees that were remaining and would have become payable to INOVALON had the terminating event as set forth herein not occurred ("Termination Fee"). For purpose of clarity, the Termination Fee amount will be equal to the Fees CUSTOMER would have paid for such Services until the end of the then applicable term. The Termination Fee is a non-exclusive remedy and is in addition to any other remedies available by law.

8. WARRANTIES.

- 8.1. **Specific Warranties.** INOVALON warrants that (i) Services will be of professional quality and conform to generally acceptable professional standards; (ii) personnel shall be competent and qualified to perform tasks to which they are assigned; and (iii) it has the right to grant CUSTOMER access to Services as provided for and conditioned herein. If Services fail to comply with the warranties stated above, CUSTOMER shall provide notice to INOVALON within ninety (90) days of CUSTOMER's initial receipt of the Services detailing their non-compliance. Upon receipt of such notice, and after investigation that such non-compliance exists with the Services as delivered, INOVALON will seek to repair or replace the non-compliant Services. Such remedy is only available if CUSTOMER provides timely notice to INOVALON as required by this provision. The foregoing states CUSTOMER's sole and exclusive remedy and INOVALON's sole and exclusive liability for any breach of warranty. Notwithstanding the foregoing, in the event any modifications are made to the Services or Documentation by anyone other than INOVALON, all warranties with respect to such Services and Documentation shall immediately terminate.
- 8.2. **DISCLAIMER OF GENERAL WARRANTIES.** OTHER THAN AS EXPLICITLY SET FORTH IN SECTION 8.1, THE SERVICES ARE PROVIDED "AS IS" AND THE FOREGOING WARRANTIES ARE IN LIEU OF ALL CONDITIONS OR WARRANTIES, EXPRESS, IMPLIED, OR STATUTORY, INCLUDING BUT NOT LIMITED TO, ANY CONDITIONS OR WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE ON THE PART OF INOVALON AND ITS SUPPLIERS. INOVALON DOES NOT WARRANT THAT THE FUNCTIONS CONTAINED IN THE SERVICES WILL MEET CUSTOMER'S REQUIREMENTS OR THAT THE OPERATION OF THE SERVICES WILL BE UNINTERRUPTED OR ERROR FREE. ANY THIRD-PARTY SOFTWARE INCLUDED IN THE SERVICES ARE PROVIDED WITHOUT WARRANTY OF ANY KIND AND CUSTOMER IS RESPONSIBLE FOR THE ENTIRE RISK WITH RESPECT TO THE QUALITY AND PERFORMANCE OF SUCH THIRD-PARTY SOFTWARE INCLUDED IN THE SERVICES.

9. LIMITATION OF LIABILITY.

- 9.1. **LIMITATION.** FOR ANY BREACH OR DEFAULT OF THIS AGREEMENT BY INOVALON (INCLUDING ANY ORDER FORM, EXHIBIT, ADDENDA, SCHEDULE, OR OTHER DOCUMENT INCORPORATING THE TERMS OF THIS AGREEMENT), THE ENTIRE LIABILITY OF INOVALON AND CUSTOMER'S EXCLUSIVE REMEDY, EXCEPT AS MAY OTHERWISE BE EXPRESSLY PROVIDED IN THIS AGREEMENT, SHALL BE THE PAYMENT OF THE ACTUAL, DIRECT DAMAGES INCURRED BY CUSTOMER THAT WERE CAUSED SOLELY BY INOVALON'S BREACH OF OR DEFAULT HEREUNDER. IN NO EVENT SHALL INOVALON'S LIABILITY FOR CLAIMS, DAMAGES, OR ANY OTHER MONETARY PAYMENTS OF ANY KIND ("DAMAGES") EXCEED THE FEES PAID BY CUSTOMER FOR THE SERVICES THAT CAUSED THE DAMAGES DURING THE TWELVE (12) MONTH PERIOD IMMEDIATELY PRECEDING SUCH DAMAGES.
- 9.2. **DISCLAIMER OF DAMAGES.** IN NO EVENT SHALL INOVALON OR ITS SUPPLIERS BE LIABLE FOR ANY SPECIAL, INDIRECT, INCIDENTAL, CONSEQUENTIAL, AND/OR EXEMPLARY DAMAGES, LOSSES, OR EXPENSES, INCLUDING BUT NOT LIMITED TO LOSS OF PROFITS, GOODWILL, DATA, COMPUTER TIME, USE, NOR FOR ANY COST OF PROCUREMENT OF SUBSTITUTE SERVICES, FAILURE TO REALIZE EXPECTED SAVINGS AND ANY OTHER PURELY COMMERCIAL OR ECONOMIC LOSS OF ANY KIND ARISING OUT OF OR RELATED TO THIS AGREEMENT OR THE USE OR INABILITY TO USE THE SERVICES, WHETHER SUCH DAMAGES ARE LABELED IN TORT, CONTRACT, OR INDEMNITY AND EVEN IF INOVALON HAS BEEN ADVISED OF OR KNOWS OF THE POSSIBILITY OF ANY SUCH DAMAGES.
- 9.3. **CONTRACTUAL STATUTE OF LIMITATIONS.** EXCEPT WITH REGARD TO CUSTOMER'S PAYMENT OBLIGATIONS, NO ACTION OF ANY KIND ARISING OUT OF THIS AGREEMENT MAY BE BROUGHT BY EITHER PARTY MORE THAN ONE (1) YEAR AFTER THE CAUSE OF ACTION HAS ACCRUED.

10. INDEMNIFICATION.

- 10.1. **By CUSTOMER.** If INOVALON or any of its suppliers or third-party licensors suffers damages or liabilities resulting directly or indirectly from CUSTOMER's breach of this Agreement or any Order Form or other documents executed hereunder, or any wrongful act or omission done by CUSTOMER, CUSTOMER's employees, agents, subcontractors, or otherwise willfully, recklessly or negligently, CUSTOMER will indemnify and hold INOVALON or any of its suppliers or third-party licensors harmless from and against all such damages, liabilities and expenses incurred in connection therewith (including any amounts paid as attorneys' fees or court costs or in response to a judgment or settlement).
- 10.2. **By INOVALON.** INOVALON shall, at its expense, indemnify, defend, and hold CUSTOMER harmless against any claim by a third-party to the extent that CUSTOMER's authorized use of the Services pursuant to this Agreement and the Order Form infringes such third-party's U.S. copyright, patent, or trademark. INOVALON shall pay all costs, expenses, damages, and reasonable attorney's fees attributable to such claim that a court of competent jurisdiction finally awards or the cost of settling such claim. To obtain this defense and payment, CUSTOMER must promptly notify INOVALON in writing of such claim and allow INOVALON (or its designee) to control the defense and all related settlement negotiations. CUSTOMER may not settle any claim without INOVALON's advance written consent.

If any such claim occurs (or in INOVALON's opinion is likely to occur), INOVALON will have the right, in its sole discretion, (i) to replace or modify affected Services; (ii) obtain the right to use affected Services without such third-party infringement; or (iii) terminate the applicable Order Form for such Services and this Agreement (as applicable) immediately. In the event of termination of Services under this provision, any prepaid Fees for such Services shall be refunded to CUSTOMER on a prorated basis. Notwithstanding the foregoing, INOVALON will have no obligation with respect to any such claim that is caused by or results from CUSTOMER's modification of Services or CUSTOMER's combination, operation, or use of Services with any software, product, service, or data provided by a party other than INOVALON. This provision states INOVALON's entire liability and CUSTOMER's sole remedy in connection with any claim of infringement or the like.

11. **JOINDER OF AFFILIATED ORGANIZATIONS.** INOVALON may provide Services to affiliate organizations and/or wholly owned subsidiary organizations of CUSTOMER or CUSTOMER's parent organization ("Related Entity"), as applicable. In such an event and to the extent applicable, the Related Entity shall agree to be bound by the same terms and conditions and agree to the same performance obligations and liabilities of CUSTOMER as contained within this Agreement as if Related Entity was explicitly named as CUSTOMER herein and was a signatory to this Agreement. Related Entity's acceptance of and desire to be bound by this Agreement shall be evidenced by their execution of an Order Form that references, incorporates, and is made a part of this Agreement.
12. **U.S. GOVERNMENT RIGHTS.** If CUSTOMER is the U.S. Government or an agency thereof, CUSTOMER shall, (i) with respect to civilian agencies, grant protection for any software included in Services as "commercial computer software," in accordance with the terms of 48 CFR §12.212 of the Federal Acquisition Regulations ("FAR"); and (ii) if Services are for use by or on behalf of the U.S. Department of Defense ("DoD"), grant protection for any software included in Services as "commercial computer software," in accordance with the terms of 48 CFR §227.7202-1 of the DoD FAR Supplement. Services may include CPT, which is commercial technical data developed exclusively at private expense by the American Medical Association ("AMA"), 330 North Wabash Avenue, Chicago, Illinois 60611. The AMA does not agree to license CPT to the Federal Government based on the license in 48 CFR §52.227-14 ("Rights in Data – General") and 48 CFR §252.227-7015 ("Technical data – Commercial items") or any other license provision. The AMA reserves all rights to approve any license with any Federal Government agency.
13. **EXPORT.** CUSTOMER will not, directly or indirectly, export, re-export, or otherwise permit the export or re-export of Services to any country for which the U.S. Export Administration Act (50a USC §2401 et seq.) or any similar U.S. law or regulation requires an export license or other U.S. Government approval, unless the appropriate export license or approval has first been obtained.
14. **NOTICES.** Unless otherwise specified in this Agreement, all notices, requests, demands and other communications (other than routine operational or administrative communications) required or permitted under this Agreement shall be deemed to have been delivered to CUSTOMER when sent to the physical address indicated in the Order Form (i) when actually received, in the case of a hand delivered notice, as evidenced by a signed receipt; (ii) the business day after being given to a reputable overnight courier service, with a reliable system for tracking delivery, for delivery the following day; (iii) when sent by confirmed facsimile with a copy sent by U.S. Postal Service mail within two (2) business days of the transmission; (iv) within six (6) days of deposit if sent by U.S. Postal Service first class mail; or (v) upon receipt when sent via email with a S/MIME receipt request. A Party may from time to time change its address, facsimile number or designee for notification purposes by giving the other Party prior written notice of the new address, facsimile number or designee and the date upon which such change will become effective.

15. **CHOICE OF LAW; DISPUTE RESOLUTION; VENUE.** This Agreement is governed by the laws of the State of Minnesota without regard to its conflict of laws rules and principles. Any dispute arising out of this Agreement, Order Form, or any other document incorporated into and made a part of this Agreement ("Dispute") not resolved by the Parties shall be submitted to arbitration before an arbitration panel of three (3) arbitrators in accordance with the then prevailing rules of the American Arbitration Association ("AAA"). The AAA shall appoint the panel, with at least one (1) arbitrator having knowledge of and experience in dealing with the computer software industry. All arbitration shall take place in Hennepin County, Minnesota. The award of the arbitrators shall be binding and may be entered as a judgment in any court of competent jurisdiction. The exclusive jurisdiction for all Disputes that are not resolved by arbitration shall be in either a Federal or State court located in Hennepin County, Minnesota, and each Party submits to the personal jurisdiction of such courts and waives any objection for lack of personal jurisdiction or inconvenient forum. CUSTOMER will reimburse INOVALON for all attorney's fees and costs INOVALON incurs in enforcing any of its rights arising out of or relating to this Agreement.
16. **NO LIMITATION.** Nothing in this Agreement shall limit the ability of INOVALON to develop or enhance Services in any manner whatsoever, including use of knowledge gained as a result of the performance by INOVALON of its obligations hereunder, provided that INOVALON does not use or disclose CUSTOMER's Confidential Information.
17. **ASSIGNMENT.** CUSTOMER may not assign this Agreement, including by operation of law, without INOVALON's prior written consent. Any such purported assignment of this Agreement without first obtaining INOVALON's written consent shall be void and of no effect and shall permit INOVALON to terminate this Agreement immediately. This Agreement shall be binding upon and inure to the benefit of those permitted successors and assigns of CUSTOMER.
18. **AMENDMENT.** On a prospective basis only and as set forth below, INOVALON reserves the right to modify certain terms and conditions of this Agreement without Customer's written consent upon written notice to Customer. However, in the event that INOVALON exercises this right and such modifications are reasonably unacceptable to Customer, Customer shall be permitted to terminate this Agreement without cause or incurring the Termination Fee so long as Customer provides written notice that is received by INOVALON prior to the expiration of INOVALON's applicable notice period as forth herein. Thus, INOVALON reserves the right to prospectively: (i) modify the description of any Services upon at least thirty (30) days advance written notice; (ii) withdraw any Services upon ninety (90) days advance written notice; and (iii) modify any other term or condition of this Agreement or any accompanying and incorporated documents to the extent necessary to comply with the requirements of INOVALON's third-party suppliers or licensors or as otherwise may be required by law upon thirty (30) days written notice or such shorter timeframe as may be required and as stated in such notice. Unless Customer notifies INOVALON of Customer's intent to terminate this Agreement as provided for herein, any such modification shall automatically become effective upon the expiration of INOVALON's required notice period applicable to the type of modification. Except as expressly permitted in this provision, no other modification or change to this Agreement shall be effective unless in writing and signed by both Parties. Any terms and conditions sent to INOVALON by Customer in a purchase order or other similar document shall be void and of no effect.
19. **FORCE MAJEURE.** Each Party will be excused from their performance of this Agreement for any period during which, and to the extent that, such Party is prevented from performing any obligation or Services, in whole or in part, as a result of causes beyond its reasonable control, and without its fault or negligence, including but not limited to, acts of God, strikes, lockouts, riots, acts of terrorism, epidemics, pandemics, communication line failures, and power failures ("Force Majeure Event"). Such performance of Party shall resume as soon as reasonably possible given the Force Majeure Event, including CUSTOMER's payment obligations for Services rendered during such Force Majeure Event.
20. **SEVERABILITY; ENFORCEMENT; NO WAIVER.** The unenforceability of any provision of this Agreement shall not impair the enforceability of any other part of this Agreement. If any provision of this Agreement shall be deemed invalid or unenforceable, in whole or in part, this Agreement shall be deemed amended to delete or modify, as necessary, the invalid or unenforceable provision to render it valid, enforceable, and, insofar as possible, consistent with the original intent of the Parties. The failure of a Party, at any time or from time to time, to require performance of any obligations of the other Party hereunder shall not be deemed a waiver and shall not affect its right to enforce any provision of this Agreement at a subsequent time.
21. **INDEPENDENT PARTIES.** The relationship of INOVALON and CUSTOMER is that of independent contractors. Neither Party, nor their employees, consultants, contractors, or agents are agents or employees of the other Party, nor do they have any authority to bind the other Party by contract or otherwise. The relationship between the Parties shall in no way be considered a joint venture.
22. **SURVIVAL.** The provisions of Sections 4, 5, 6, 7.3, 7.4, 9, 10, 14, 15, and 20 shall survive the expiration or termination of this Agreement and continue in full force and effect.
23. **COMPLIANCE WITH LAWS.** CUSTOMER shall use Services in accordance with all applicable local, State, and Federal laws.
24. **HEADINGS.** The headings in this Agreement are for convenience of reference only and shall not limit or otherwise affect the meaning hereof.
25. **COMPLETE AGREEMENT.** This Agreement, together with the Order Form (and to the extent applicable to the Services, the BAA and any other documents executed and incorporating this Agreement), constitutes the complete and exclusive agreement between the Parties and supersedes all proposals, oral or written, and all other communications and prior agreements between them relating to the subject matter of this Agreement. In the event of a conflict between this Agreement, Order Form, and, if applicable, BAA, the order of precedence for purpose of interpretation shall be the Order Form, then this Agreement, and then the BAA. Notwithstanding the foregoing, with respect to any conflicting terms relating to the access, use, or disclosure of PHI, the terms of the BAA shall control.
26. **COUNTERPARTS.** This Agreement may be executed in multiple counterparts, each of which when executed will be deemed an original, and all of which, when taken together, will constitute one Agreement. Delivery of this Agreement by facsimile or other electronic transmission (including via electronic mail) will be effective as delivery of a manually executed counterpart.