



MASTER REVENUE CYCLE SERVICES AGREEMENT

This Master Revenue Cycle Services Agreement ("MSA") contains the terms and conditions governing each order form ("Order Form") and service agreement ("Service Agreement") entered into between the Parties. Capitalized terms not defined herein shall have the meanings ascribed to them in the Order Form. These MSA terms and conditions (as they may be amended from time to time) are fully incorporated into each such Order Form and Service Agreement as if fully set forth therein and, together with each Order Form and Service Agreement, form a binding agreement (the "Agreement") between Client and HTSG.

1. Services.

1.1 Description of Agreement. This MSA, together with each Order Form and Service Agreement, defines the services (the "Services"), the term (the "Term"), the fees ("Fees") and any other terms relevant to the Services.

1.2 Authority. Client retains all authority and control over the business, policies, operations and assets of Client, including without limitation, compliance by Client with any and all applicable federal, state, and local laws, and the rules and regulations of any and all local, state or federal governments or agencies (including, without limitation, compliance with federal and state laws relating to "fraud and abuse" by hospitals, physicians and other healthcare providers). Client shall retain responsibility for all medical care provided to Client's patients, if any. Nothing herein shall be construed as giving HTSG control over, or the right to control, the professional judgment of, treatment by, or medical actions of Client with respect to professional services rendered by Client as it relates to medical/patient care decisions. It is understood and agreed that the Services may include advice and recommendations, but the ultimate responsibility for decisions remains with Client as owner and operator of its business and provided further that all decisions in connection with the implementation of any review, advice, analysis, consultation or recommendations shall include business review only and shall not include legal or regulatory review or analysis, nor shall HTSG's Services be used to reach legal, regulatory or compliance conclusions. In connection with the performance of the Services, HTSG shall be entitled to rely on all decisions and approvals of Client.

1.3 Modification. HTSG or Client may request changes to Services ("Change"). Upon such request, HTSG shall provide Client with a proposed change order which includes a written description of the work HTSG anticipates performing in connection with such requested Change, any additional or affected Fees, and any other terms relevant to the Change. In the event that the Parties agree that HTSG will perform the Change, the Parties will, on terms and conditions mutually agreed to between them, execute a change order (a "Change Order") for the performance of the Change(s). HTSG will have no obligation to begin performing the Changes until such Change Order has been executed by the Parties.

1.4 References. All references herein to "Agreement" shall mean this MSA and each Order Form and

Service Agreement, and all references herein to a Service Agreement shall mean such Service Agreement, all Change Orders entered into under such Service Agreement, and the applicable Order Form and this MSA as each relates to such Service Agreement. In the event of a conflict between an Order Form or Service Agreement and this MSA, the terms of this MSA shall govern unless a provision of the Order Form or Service Agreement expressly states that it is meant to supersede the MSA and identifies the provision of the MSA that it supersedes.

2. Client Responsibilities, Representations and Warranties.

2.1 Cooperation. Without limiting Client's responsibilities described elsewhere in the Agreement, Client shall provide the required information, cooperation and functional support to ensure that HTSG Personnel (as defined below) are able effectively to provide the Services. Such cooperation shall include, without limitation:

2.1.1 providing HTSG with timely access to and information relevant to any pertinent data system of Client required by HTSG for the performance of its duties and exercise of its rights hereunder;

2.1.2 providing HTSG with timely access to personnel of Client, including without limitation designation of a Client representative who has the authority to give instructions and approvals on Client's behalf;

2.1.3 providing HTSG with timely, complete, and accurate information and data including, as applicable to the Agreement, user names and passwords necessary to access the Websites (as defined in an applicable Service Agreement) and/or authority to request from applicable third parties user names and passwords necessary to access the Websites. The Parties agree and acknowledge that HTSG does not review, and is not in any way responsible for the accuracy, truthfulness and completeness of any documents or information submitted by Client hereunder and/or as applicable to the Agreement from the Websites. Client hereby represents and warrants that to the best of Client's knowledge all documentation provided to HTSG which HTSG uses to provide Services hereunder is accurate and complete and complies with any and all applicable local, state and federal laws and regulations;

2.1.4 promptly rendering all decisions and approvals so as not to delay or impede the performance of services by HTSG;

2.1.5 ensuring that any data system Client utilizes is secure and that all use thereof is in strict compliance with applicable laws, regulations and guidelines. Client is responsible for paying all third party fees associated with all such systems;

2.1.6 promptly notifying HTSG of any issues, concerns, complaints or disputes with respect to the Services; and

2.1.7 any other item referenced in any Service Agreement as being a matter of Client responsibility.

2.2 Client Personnel. Client shall be solely responsible for the performance of its (and its subsidiaries' and affiliates') personnel and agents.

2.3 Responsiveness. Client acknowledges and agrees that HTSG's performance may be dependent on Client's timely and effective satisfaction of Client's responsibilities under this Agreement and timely decisions and approvals of Client in connection with the Services.

2.4 Representations Regarding Exclusion. Neither Client nor any of its employees, contractors and agents have been, and during the Term will not be, excluded by the Department of Health and Human Services Office of the Inspector General (the "OIG") as set forth on the List of Excluded Individuals/Entities, or excluded by the General Services Administration as set forth on the Excluded Parties List System [see <http://exclusions.oig.hhs.gov/> and <https://www.epls.gov/>].

3. HTSG's Responsibilities, Representations and Warranties.

3.1 License. To the extent required by law, HTSG is, and for the Term will remain, fully licensed to provide the Services without restriction or subject to any disciplinary or corrective action.

3.2 Professional Standards. HTSG shall perform all duties under this Agreement in compliance with federal, state and local law, rules and regulations, including without limitation all state and local licensure requirements. This obligation includes establishing and maintaining an environment free from disruption, intimidation, coercion and harassment (including without limitation sexual harassment).

3.3 Records. HTSG shall maintain proper records and such other reports as may be agreed upon by the Parties or required by applicable state and federal laws, in accordance with applicable confidentiality requirements.

3.4 Participation in Federal Healthcare Programs. HTSG is, and all HTSG Personnel are, and for the Term will remain, eligible to participate in Medicare, Medicaid, CHAMPUS/TRICARE and other federal healthcare programs (together, the "Federal Healthcare Programs"), and have not been, and during the Term will not be, excluded by the Department of Health and Human Services Office of the Inspector General (the "OIG") as set forth on the List of Excluded Individuals/Entities, or excluded by the General Services Administration as set forth on the Excluded Parties List System [see <http://exclusions.oig.hhs.gov/> and <https://www.epls.gov/>].

4. Compensation; Invoicing.

4.1 Fees. Each Service Agreement will identify the Fees to be paid for the Services provided by HTSG under such Service Agreement. HTSG shall accept such fees as payment in full for the Services provided and shall not bill any facility or Client patients or any third party payor for the provision of such Services. HTSG shall have the right during regular business hours to audit Client's books and records to assess Client's compliance with the compensation provisions of this Agreement. To the extent that the Parties, or their respective affiliates, parent entities or subsidiaries may have in

effect other agreements or related ownership interests one with another, including without limitation a hospital management agreement (collectively, each an "Other Relationship"), the Fees payable under this Agreement may reflect preferred pricing. Termination or expiration of or material change in any Other Relationship may result in adjusted Fees rates under this Agreement as set forth in the applicable Service Agreement(s).

4.2 Expenses and Taxes. Client shall reimburse HTSG (a) for all reasonable travel, meal, lodging, and mileage expenses incurred in connection with providing the Services and (b) for any other expenses that are identified herein or in any Service Agreement as reimbursable by Client or for which Client otherwise agrees to reimburse HTSG ((a) and (b) together "Reimbursable Expenses"). Client shall be responsible for all sales, use, service, excise, value added or any other taxes or similar charges imposed on the Services or on the transactions contemplated hereby or on the Fees payable hereunder, other than income taxes imposed on HTSG. Client shall provide HTSG with an IRS Form 1099 or other form reasonably necessary to enable HTSG to identify income from Client and pay any taxes owed on such amounts. Neither Client nor any facility shall have any responsibility for calculating, paying or withholding any taxes or benefits on behalf of HTSG.

4.3 Invoices and Payment Terms. HTSG shall invoice Client for all Fees and Reimbursable Expenses due under this Agreement. Payment of HTSG's invoices shall be due ten (10) business days after the date of the invoice. In the event that payment is not received by HTSG within thirty (30) days of the date of the invoice, HTSG reserves the right to immediately suspend or terminate the performance of Services. HTSG further reserves the right to assess a 1.5% late fee per month (or the maximum rate allowed by law, if lower) for payments not received within thirty (30) days of the date of the invoice. In the event Client defaults on any payment required under this Agreement, Client shall be responsible for any fees incurred by HTSG in seeking collection of the payment, including, without limitation, collection agency fees and attorneys' fees.

5. Term; Termination.

5.1 Term. The initial term of this Agreement shall be as set forth in the Order Form, and shall begin on the Effective Date as defined therein (the "Initial Term"), unless sooner terminated in accordance with the terms of this Agreement. At the end of the Initial Term, this Agreement shall thereafter automatically renew for additional one (1) year terms (each a "Renewal Term" and collectively with the Initial Term, the Term), unless either Party gives the other Party at least thirty (30) days' prior written notice of its intent not to renew the Agreement. The Parties expressly acknowledge their intent and agree that termination or expiration of or material change in any Other Relationship shall not operate to terminate or to provide cause for termination of this Agreement.

5.2 Termination.

5.2.1 Either Party may terminate a Service Agreement if the other Party materially breaches such Service Agreement and fails to cure such breach within thirty (30) days after receipt of a written notice which specifies such material breach (including details necessary to determine a method of cure), which termination will be effective as of the expiration of such cure period. Notwithstanding the foregoing, where the breach is a failure by Client to pay any amounts due, the cure period shall be ten (10) days instead of thirty (30)

days.

5.2.2 Either Party may terminate a Service Agreement or performance of any part of the Services, if it reasonably determines on advice from qualified regulatory counsel that (i) a governmental, regulatory, or professional entity, or an entity having the force of law has introduced a new, or modified an existing, law, rule, regulation, interpretation, guidance or decision (a "Change of Law") the result of which would render performance of any part of the Services illegal or otherwise unlawful or in conflict with applicable rules, (ii) a Change of Law has occurred which results in a material increase in cost of providing the Services, or (iii) circumstances have changed (including, without limitation, changes in ownership of Client or any of its affiliates) such that performance of any part of the Services would be illegal or otherwise unlawful or in conflict with applicable rules.

5.2.3 Either Party may terminate this MSA (and, thus, all Service Agreements) (i) in the event that the other Party is sanctioned by the Department of Health and Human Services Office of the Inspector General (the "OIG") as set forth on the List of Excluded Individuals/Entities, or excluded by the General Services Administration as set forth on the Excluded Parties List System [see <http://exclusions.oig.hhs.gov/> and <https://www.epls.gov/>], or (ii) upon the other Party's petition for relief in bankruptcy or under similar law for the protection of debtors or upon such proceedings being initiated against the other Party without a dismissal within sixty (60) days after service on such other Party.

5.2.4 This MSA (and, thus, all Service Agreements) may be terminated by HTSG in the event that HTSG has the right to terminate any individual Service Agreement for any reason.

5.2.5 The obligations of HTSG and Client that have been incurred prior to the effective date of termination ("Termination Date") (including, without limitation, the obligations of Client under Section 4 hereof) shall continue in full force and effect notwithstanding the expiration or termination of this Agreement and whether or not an invoice has been rendered with respect thereto.

5.2.6 If a Service Agreement is terminated pursuant to this Section 5.2 HTSG shall provide to Client any work-in-progress related to the Services for which Client has paid HTSG; provided, however, that Client acknowledges and agrees that Client shall not be entitled to rely on, and HTSG shall make no warranties and have no liability with respect to, any such work-in-progress which is provided to Client.

5.2.7 To ensure an orderly transition following termination, as appropriate to particular Service Agreements, the Parties may agree that a wind-down period will follow termination ("Wind-Down"). Any such Wind-Down shall be conducted and concluded expeditiously, in no event to exceed the commercially reasonable time period necessary to transition affairs in a fair and orderly manner. The terms specific to any such Wind-Down shall be set forth in the applicable Service Agreement(s).

6. Employees and Subcontractors.

6.1 HTSG Personnel. HTSG shall provide Services for Client and its facilities through HTSG employees, subcontractors and independent contractors (collectively,

"HTSG Personnel") unless expressly set forth to the contrary in a Service Agreement. HTSG Personnel shall not be regarded as employees or agents of Client or any related facility for the payment of any and all employment taxes such as FICA, unemployment or worker's compensation, and neither Client nor any related facility shall be responsible for those taxes or for any fringe benefits for HTSG Personnel.

6.2 Non-Solicitation. The Parties agree that during the term of this Agreement and for a period of twelve (12) months following the termination or expiration of this Agreement, neither Party shall, directly or indirectly, induce or attempt to induce any employee or independent contractor of the other Party to terminate his or her employment or contractual relationship with that other Party; provided, however, that this Section shall not apply with respect to any person who, without any prompting of the other Party, first expresses interest in a position or project advertised by that other Party on its website or in a newspaper or other print or electronic publication of general access or circulation. In the event a Party breaches this Section of this Agreement, the breaching Party agrees to pay the non-breaching Party as liquidated damages, which the Parties agree is not a penalty, an amount equal to the compensation paid to such employee or independent contractor by the non-breaching Party during the last full month such individual was employed by or an independent contractor of the non-breaching Party, multiplied by twelve (12). The provisions of this Section shall be deemed continuing and shall survive the termination or expiration of this Agreement.

7. **Ownership; License.** HTSG retains all ownership and other rights in all systems, manuals, materials, and other information, in whatever form, provided by HTSG in the performance of its obligations hereunder. Except where, as applicable, HTSG expressly grants a license under this Agreement, nothing contained in this Agreement shall be construed as a license or transfer of such information either during the Term of this Agreement or thereafter. Upon the termination or expiration of this Agreement, HTSG shall have the right to retain all such information, and Client shall immediately upon request deliver to HTSG all such information in Client's or its agents' possession. Any license to any software provided pursuant to this Agreement shall be subject to HTSG's then current end user license agreement ("EULA") as such may be modified by HTSG from time to time, a copy of the current version of which EULA is incorporated herein by reference and provided at <http://www.ht-llc.com/print/HealthTech-myClaimIQ-EULA.pdf>. Client acknowledges and accepts all disclaimers set forth in the EULA whether use of the Technology is by Client or HTSG.

8. Limitation on Warranties and Actions.

8.1 Disclaimer of Warranties. HTSG represents and warrants that it shall perform the Services in good faith and in a professional manner. HTSG DISCLAIMS ALL OTHER WARRANTIES, EITHER EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. CLIENT'S EXCLUSIVE REMEDY FOR ANY BREACH OF THIS WARRANTY SHALL BE FOR HTSG, UPON RECEIPT OF WRITTEN NOTICE, TO USE DILIGENT EFFORTS TO CURE SUCH BREACH, OR, FAILING ANY SUCH CURE IN A REASONABLE PERIOD OF TIME, THE RETURN OF FEES PAID TO HTSG HEREUNDER WITH RESPECT TO THE SERVICES GIVING RISE TO SUCH BREACH.

8.2 No Obligation to Update. Except as

specifically set forth in a Service Agreement, as applicable, HTSG shall not have any obligation, implied or otherwise, to update any deliverable provided to Client pursuant to this Agreement.

8.3 Limits on Action. No action, regardless of form, arising under or relating to this Agreement or the Services may be brought more than two years after the cause of action has accrued, except that an action for nonpayment may be brought later than two years after the cause of action accrued.

8.4 Breach Notification. If, during the term hereof, Client believes that there is a breach of the warranty in Section 8.1 hereof, Client will notify HTSG promptly in writing, setting forth the nature of such claimed breach. HTSG shall promptly investigate such claim of breach and advise Client of HTSG's planned corrective action, if any.

9. **Limitation on Damages.**

Notwithstanding any other provision of this Agreement to the contrary, HTSG's liability to Client shall be limited to and shall in no event exceed the total Fees actually paid by Client to HTSG under this Agreement during the twelve (12) month period prior to the date of said determination; provided, however, that the limitation on HTSG's liability provided for herein shall not apply in the event a court of competent jurisdiction finally determines that such liability is the direct and proximate result of HTSG's willful and wanton misconduct in performing its obligations hereunder. Client acknowledges and confirms that the commercial and economic terms upon which HTSG agrees to provide the Services have been conditioned to a substantial extent by the ability of HTSG to make and enjoy the full protection of the limitation of liability set forth in this Section and agrees, represents and confirms that such limitation of liability is fair and reasonable. In addition, and as applicable to a Service Agreement, HTSG shall not be responsible for any damages relating to or errors or omissions in any information received from the Client, the Websites, or included in any claims status information provided to Client, unless directly caused by HTSG's own gross negligence or willful misconduct. Client expressly acknowledges that the Websites are owned and maintained by third parties and that HTSG has no control over or responsibility concerning such Websites, including without limitation the accuracy of information acquired therefrom. With respect to processing or transmission errors relating to the Services, as Client's sole and exclusive remedy, HTSG will use commercially reasonable efforts to reprocess the applicable information. HTSG shall not be responsible for any unauthorized or other improper transmission by or on behalf of Client.

10. **Confidentiality and Internal Use.**

10.1 Deliverables. Client agrees that no Services, including without limitation no deliverable, shall be circulated, quoted, disclosed, or distributed to any person or entity other than Client and its facilities.

10.2 No Third Party Benefit. All Services and Deliverables shall be solely for Client's informational purposes and internal use and this Agreement shall not create privity between HTSG and any person or party other than Client. The Services, including without limitation any deliverables, are not intended for the express or implied benefit of any third party. Unless otherwise agreed to in writing by HTSG, no third party is entitled to rely in any manner or for any purpose, on the advice, opinions, reports, or other Services of HTSG. In the

event of any unauthorized reliance, Client agrees to indemnify and hold harmless HTSG, its officers, directors, Consultants, HTSG Personnel and agents from all third party claims, liabilities, costs and expenses, including attorneys' fees.

10.3 Health Information. Both Parties shall comply with all applicable federal and state laws and regulations regarding the confidential and secure treatment of individually identifiable health information, and with the terms of the Business Associate Addendum provided at <http://www.ht-llc.com/print/HealthTech-Hospital-BAA.pdf> and incorporated herein by reference. Client represents and warrants that it has obtained from its patients all authorizations and consents required under all applicable laws in order for, as applicable, HTSG to provide such patient's data pursuant to a proprietary process enabling HTSG to provide the Services in accordance with this Agreement. Such data received hereunder may be disclosed to third parties to create information that is de-identified in accordance with the Health Insurance Portability and Accountability Act of 1996.

11. **Indemnification.**

HTSG shall indemnify, defend and hold harmless Client and its officers and employees from any and all expense (including but not limited to reasonable attorneys' fees and court costs), loss, liability, and claims of any kind whatsoever for physical damage to property or for injury to or death of any person, directly or indirectly arising from or alleged to arise from or in any way connected with the performance by HTSG of its obligations under this Agreement, where such expense, loss, liability or claim is incurred by Client solely as a result of the negligent acts or omissions of HTSG or willful and wanton misconduct of HTSG. Client shall indemnify, defend and hold harmless HTSG and its officers, employees and agents from and against any and all expense (including but not limited to reasonable attorney fees and court costs), loss, liability, and claims of any kind whatsoever directly or indirectly arising from or alleged to arise from or in any way connected with the ownership or operation of Client or the performance by Client of its obligations under this Agreement including without limitation the provision by Client of information or documentation that is inaccurate, incomplete or which violates applicable federal and state laws, rules and regulations, unless such claim is caused solely by the negligent acts or omissions or the willful and wanton misconduct of HTSG.

12. **Miscellaneous.**

12.1 Intent to Comply. The Parties enter into this Agreement with the intent of conducting their relationship in full compliance with applicable federal, state and local law, including the Medicare/Medicaid Anti-fraud and Abuse Amendments and federal and state physician self-referral laws. Notwithstanding any unanticipated effect of any of the provisions herein, neither Party will intentionally conduct itself under the terms of this Agreement in a manner to constitute a violation of these provisions.

12.2 Non-Discrimination. Neither Party shall illegally discriminate on the basis of race, color, sex, age, religion, national origin, handicap or payment source, or on any other basis prohibited by applicable law.

12.3 Access to Books and Records of Subcontractor. Upon the written request of the Secretary of the Department of Health and Human Services or the Comptroller General or any of their duly authorized representatives, HTSG will make available those contracts,

books, documents and records necessary to verify the nature and extent of the costs of providing services under this Agreement. Such inspection shall be available up to four (4) years after the rendering of such services. If HTSG carries out any of the duties of this Agreement through a subcontract with a value of \$10,000 or more over a twelve (12) month period with a related individual or organization, HTSG agrees to include this requirement in any such subcontract. This Section is included pursuant to and is governed by the requirements of Public Law 96-499, Sec. 952 (Sec. 1861(v)(1)(I) of the Social Security Act) and the regulations promulgated thereunder. No attorney-client, accountant-client or other legal privilege will be deemed to have been waived by either Party by virtue of this Agreement.

12.4 Non-Exclusivity of Services. The Parties acknowledge that HTSG shall have the right to provide services of any kind or nature whatsoever to any person or entity as HTSG in its sole discretion deems appropriate, and to use any technology that may be included in the Services, to develop for itself, or for others, materials or processes that may be similar to those produced as a result of the Services.

12.5 Independent Contractor. It is understood and agreed that each of HTSG and Client is an independent contractor and that neither of them is, nor shall be considered to be, the other's agent, distributor, partner, fiduciary, joint venturer, co-owner or representative. Neither HTSG nor Client shall act or represent itself, directly or by implication, in any such capacity or in any manner assume or create any obligation on behalf of, or in the name of, the other.

12.6 Authorization for Agreement. The execution and performance of this Agreement by both Parties has been duly authorized by all necessary laws, resolutions and entity action, and this Agreement constitutes the valid and enforceable obligations of both Parties in accordance with its terms, except as enforcement may be limited by bankruptcy, insolvency, reorganization, or other creditors' rights generally, and by general equitable principles.

12.7 No Violation. Neither Party is, and during the term of this Agreement will not be, in breach of any other contract, obligation or covenant that would affect its ability to perform hereunder and, as a result of entering into this Agreement, will not breach any such contract, obligation or covenant.

12.8 Survival. All Sections herein relating to compensation, expenses, payment of invoices, ownership, limitation on warranties and actions, limitation on damages, confidentiality and internal use, indemnification, survival, binding nature, assignment, non-solicitation, non-exclusivity, interpretation, and governing law shall survive the expiration or termination of this Agreement. Such provisions shall apply to the fullest extent of the law, whether in contract, statute, tort (such as negligence) or otherwise, notwithstanding the failure of essential purpose of any remedy.

12.9 Binding Nature, Assignment and Subcontracting. This Agreement shall be binding on the Parties and their respective permitted successors and assigns. Client shall not assign, transfer, or delegate any of its rights or obligations under this Agreement (including, without limitation, interests or claims relating to this Agreement) without the prior written consent of HTSG. Notwithstanding anything to the contrary in this Agreement, HTSG may assign all or any portion of this Agreement by providing written notice to Client. Client hereby consents to HTSG subcontracting its obligations

under this Agreement to independent contractors, affiliates or related entities; provided, that HTSG agrees that it will be responsible to Client for the negligent acts and omissions of such entities in the course of their performance of Services hereunder to the same extent that HTSG would be responsible to Client if it had performed such acts or omissions. Services performed hereunder by HTSG's subcontractors shall be invoiced on the same basis as Services performed by HTSG Personnel, unless otherwise agreed.

12.10 Force Majeure. The Parties shall be excused for failures and delays in the performance of their respective obligations under this Agreement due to any cause beyond the control and without the fault of such Party, including without limitation, any act of God, war, terrorism, riot or insurrection, law or regulation, strike, flood, fire, explosion or inability due to any of the aforementioned causes to obtain necessary labor, materials or facilities. This provision shall not, however, release such Party from using its best efforts to avoid or remove such cause and such Party shall continue performance hereunder with the utmost dispatch whenever such causes are removed. Upon claiming any such excuse or delay for non-performance, such Party shall give prompt written notice thereof to the other Party, provided that failure to give such notice shall not in any way limit the operation of this provision.

12.11 Notices. All notices, requests and communications required or permitted hereunder shall be in writing and shall be sufficiently given and deemed to have been received upon personal delivery or delivery by overnight courier or, if mailed, upon the first to occur of actual receipt or seventy-two (72) hours after being placed in the United States mail, postage prepaid, registered or certified mail, receipt requested, addressed to the Parties at the addresses set forth on the Order Form. Notice of a change in address of one of the Parties shall be given in writing to the other Party as provided above, but shall be effective only upon actual receipt. Notices sent by Client shall be effective only upon actual receipt by HTSG and legal counsel for HTSG.

12.12 Severability. If any term or provision of this Agreement shall be determined by a court of competent jurisdiction to be illegal or invalid for any reason whatsoever, such provision shall not affect the other provisions, but such unenforceable provision shall be deemed modified to the extent necessary to render it legal and valid, preserving to the fullest extent permitted the intent of the Parties set forth in this Agreement, and such provision shall not in any way affect the validity of the remainder of the Agreement.

12.13 Waivers and Amendments. All rights, powers and remedies granted to either Party by any particular term of this Agreement are in addition to, and not in limitation of, any rights, powers or remedies which it has under any other term of this Agreement, at common law, in equity, by statute, or otherwise. All such rights, powers and remedies may be exercised separately or concurrently, in such order and as often as may be deemed expedient by either Party. No delay or omission by either Party to exercise any right, power or remedy shall impair such right, power or remedy or be construed to be a waiver of or an acquiescence to any breach or default. A waiver by either Party of any breach or default hereunder shall not constitute a waiver of any subsequent breach or default.

12.14 Headings. The headings of the Sections and Articles contained in this Agreement are inserted for convenience of reference only and shall not in any manner affect the construction or meaning or interpretation of anything

herein contained or govern the rights or liabilities of the Parties hereto.

12.15 Governing Law. The interpretation and enforcement of this Agreement will be governed by the laws of Tennessee, without regard to any conflicts of law provisions contained therein.

12.16 Attorney's Fees. Should either Party hereto institute any action or proceeding in court to enforce any provision hereof or for damages by reason of an alleged breach of any provision of this Agreement or any schedule or exhibit to this Agreement, the prevailing Party shall be entitled to recover from the losing Party such amount as the court may adjudge to be reasonable attorneys' fees for services rendered to the prevailing Party in such action or proceeding. The provisions of this Section shall be deemed continuing and shall survive any termination or expiration of this Agreement. The term "prevailing Party" as used in this Section shall include, without limitation, any Party who is made a defendant in litigation in which damages and/or other relief may be sought against such Party and a final judgment or decree is entered in such litigation in favor of such Party defendant.

12.17 Entire Agreement. This Agreement constitutes the entire agreement with respect to the subject matter hereof and supersedes all other oral or written representations, understandings, or agreements relating to the subject matter hereof.

12.18 Counterparts. This Agreement may be executed in exact counterparts and when so executed by the Parties hereto shall be effective in accordance with the terms hereof. Signature transmitted by facsimile transmission, by electronic mail or "portable document format" (".pdf") form or by any other electronic means intended to preserve the original graphic and pictorial appearance of a document, will have the same effect as physical delivery of the paper document bearing the original signature.