



This **BUSINESS SERVICES AND SOFTWARE SUBSCRIPTION AGREEMENT** ("Agreement") is entered into by and between

FARA BUSINESS SERVICES, INC., a Louisiana Corporation ("FARA"), and

[REDACTED] ("SaaS Customer")

a [REDACTED] Corporation

as of this 1st day of [REDACTED] in the year 20[REDACTED].

Whereas, FARA offers certain connectivity and transformation services and is an Application Services Provider, delivering a hosted software application, transaction services, and other information management services to its clients using the software as a service business model; and

Whereas, SaaS Customer wishes to contract with FARA to provide certain services and have access to certain web based software applications via the Internet or as otherwise provided and described in **Exhibit A** of this agreement; and

Now therefore, in consideration of mutual covenants and promises herein contained, the parties hereto agree as follows:

1. FARA Services

- a) **Services.** FARA shall provide logical access to the "Services" and "Supported Applications" described in **Exhibit A** of this Agreement. SaaS Customer may access in the manner described herein, the Supported Applications located at any data or connectivity center of FARA. The Services and Supported Applications may be modified only by mutual written agreement between FARA and SaaS Customer. Changes or additions to work performed pursuant to **Exhibit A** or **Exhibit B** may require changes in the resources provided by FARA and may result in additional costs and or charges to SaaS Customer. FARA will provide access to the named application and operational support services to SaaS Customer only for the software application programs (the "Supported Applications") specifically identified on **Exhibit A**.
- b) **License.** In accordance with this Agreement, FARA hereby provides SaaS Customer a restricted, non-transferable, and non-exclusive license to use the Supported Applications for the sole purpose of supporting the internal operations of SaaS Customer's business. SaaS Customer may use the Supported Applications only to process SaaS Customer's own data and that of SaaS Customer's Clients' claims and insurance policy information. SaaS Customer may not use the Supported Applications in a resale capacity, to process and/or analyze the data of a third party as a service bureau unless approved in advance and in writing by FARA.
- c) **Connectivity Solutions.** SaaS Customer will utilize the required equipment, including but not limited to, desktop personal computers, notebook computers, networks, servers, and printers, as well as any required and commercially available desktop application software and operating system software based on FARA's assessment and recommendations.
- d) **Other Services.** From time to time, FARA may perform consulting or other services ("Other Services") at the request of SaaS Customer. The terms and conditions under which Other Services are provided shall be governed by a separate written agreement between FARA and SaaS Customer.

2. Invoicing and Payment Terms as Agreed to by the Parties of this Agreement

- a) **Invoices.** FARA will invoice SaaS Customer monthly or quarterly for the Services and Supported Applications provided to SaaS Customer at the applicable rates and amounts set forth in **Exhibit B**.
- b) **Payment Terms; Interest.** SaaS Customer will pay FARA all undisputed fees within 30 days of the invoice date. If SaaS Customer fails to pay the invoice by its due date, FARA may charge interest on the lesser of 1.5% or the maximum permissible rate per month on any undisputed outstanding balance and, upon SaaS Customer's failure to pay the outstanding undisputed balances following the due date and subsequently within 10 days notice from FARA, FARA may suspend Services and Supported Applications until such outstanding balances are paid. Any disputes regarding fees shall be resolved in accordance with **Section 8**.
- c) **Taxes.** SaaS Customer will be responsible for the payment of all taxes associated with this Agreement (other than taxes based on FARA's net income), including but not limited to, personal property taxes, import taxes, taxes on telecommunications, information services, data processing services, or similar governmental charges that may be assessed by any jurisdiction, whether based on gross revenue or delivery of products and services. If FARA is required to pay such taxes directly, SaaS Customer shall, upon receipt of FARA's invoice, reimburse FARA for any amount that FARA has paid.

3. Visitations, Access, and Exclusivity

- a) **Visitations.** Upon at least two weeks' prior notice to FARA, FARA will allow SaaS Customer to annually visit FARA's facilities during normal business hours, subject to FARA's administrative and security procedures, to review FARA's operations as they relate to the Services provided under this Agreement.

4. Ownership of Software, Data, and Records.

- a) **Right to Software.** Except as set forth in **Exhibit A**, FARA represents and warrants that FARA, to the best of its knowledge, owns or has the right to use and license all the hardware and software components used to provide Services under this Agreement for the Supported Applications.
- b) **Infringement Action.** If SaaS Customer promptly notifies FARA in writing of a third party action against SaaS Customer that any Service or Supported Application infringes upon a United States registered patent or a United States registered copyright, FARA will defend such action at its expense and will pay any cost or damages that are finally awarded against SaaS Customer resulting from such action. SaaS Customer shall also provide FARA with its reasonable cooperation (at FARA's expense) and full authority to defend or settle the action. FARA will not pay any such damages, however, if the claim of infringement is caused by (i) SaaS Customer's misuse of the Services; (ii) SaaS Customer's failure to use corrections or enhancements made available by FARA; (iii) SaaS Customer's use of the Services in combination of or with any product or information not provided or authorized in writing by FARA; or (iv) information, direction, specification, or materials provided by SaaS Customer or any third party. If any Service or Supported Application is, or in FARA's opinion is likely to be, held to be infringing, FARA shall at its own expense and option either (a) procure the right for SaaS Customer to continue using it, (b) replace it with a non-infringing equivalent, (c) modify it to make it non-infringing, or (d) terminate the Services. The foregoing remedies constitute SaaS Customer's sole and exclusive remedies and FARA's entire liability with respect to infringement.

- c) **SaaS Customer's Use of Software.** SaaS Customer acknowledges and understands that FARA may provide to SaaS Customer (i) FARA owned software, and/or (ii) software applications owned by third parties which FARA uses under license agreements with such third parties. SaaS Customer acknowledges and agrees that (i) title to all such FARA software and software applications remains with and is subject to the proprietary rights FARA or its third party vendors, and (ii) such software and software applications may contain trade secrets and other valuable proprietary information of FARA or its third party vendors. SaaS Customer may not grant any sublicenses to or otherwise make such software, such software applications, the Supported Applications, or the documentation available to any other person, entity, or business. SaaS Customer agrees that SaaS Customer will not reverse assemble, reverse compile, reverse engineer, modify, reproduce, distribute, prepare derivative works based on, or demonstrate such software, such software applications, or the Supported Applications in whole or in part.
- d) **Data and Records.** FARA understands and agrees that FARA receives no ownership rights in the materials, data, or records furnished by SaaS Customer ("SaaS Customer's Data") and that SaaS Customer receives no ownership rights to the Supported Applications. SaaS Customer represents and warrants that SaaS Customer and those providing information to SaaS Customer have the right to transmit to FARA and receive any materials, data, or records from FARA, that are required to enable FARA to perform its obligations under this Agreement. Except as set forth herein or as specifically authorized by SaaS Customer in writing, FARA will not disclose SaaS Customer's Data to a third party or make any other use of SaaS Customer's Data.
- e) **Use of Aggregate Data.** SaaS Customer acknowledges and agrees that FARA may use aggregate data derived from SaaS Customer's use of the Services hereunder provided that FARA has completed a de-identification process on such data. FARA may use in its marketing and advertising the total number of users, total number of stored claim records, total transaction volumes, and other aggregate statistics to attract new customers. SaaS Customer further represents and warrants that the use of such data by FARA will not infringe upon any person's or entity's intellectual property rights or other proprietary interests or invade any person's or entity's privacy. Further, the use of such data by FARA will not result in any violation of applicable law or any agreement to which SaaS Customer is a party or by which SaaS Customer is bound. This section 4(e) shall survive the termination of this Agreement with respect to data transmitted hereunder prior to the date of termination.

5. Confidentiality, Publicity, and Marks

- a) Both FARA and SaaS Customer have made and will continue throughout the term of this Agreement to make available to the other party confidential and proprietary materials and information ("Proprietary Information") All material and information will provided by one party to the other relating to the business, policies, procedures, customs and forms of providing party or any of its affiliates, including but not limited to Client's Data as well as information previously divulged or delivered regarding the aforementioned subject matter, is hereby designated to be Proprietary Information. Except for confidential patient/claimant information included in SaaS Customer's Data, the parties agree that the obligations set forth in section 5 of this Agreement do not apply to materials or information that: (i) already, or otherwise become, generally known by third parties as a result of no act or omission of the receiving party; (ii) subsequent to disclosure hereunder are lawfully received from a third party having the right to disseminate the information and without restriction or disclosure; (iii) are generally furnished to others by the disclosing party without restriction or disclosure; (iv) were already known by the receiving party prior to receiving them from the disclosing party and were not received from a third party in breach of that third party's obligations of confidentiality; or (v) are independently developed by the receiving party without the use of Proprietary Information of the disclosing party.

- b) Each party shall maintain the confidentiality of the other's Proprietary Information and will not disclose such Proprietary Information without the written consent of the other party, except in connection with providing Services in accordance with the Agreement or as otherwise permitted hereunder. Each party shall also keep confidential the terms of this Agreement and/or any exhibits attached hereto. However, FARA may disclose terms of this Agreement to Progress Software Corporation and/or its affiliates in accordance with partnership agreements that may exist between FARA and Progress Software Corporation.
- c) Neither of the parties' obligations of confidentiality will prevent or prohibit parties from providing access to Proprietary Information upon request of a state or federal regulatory agency or authority as may be required by law authority, or judicial or administrative process. Notwithstanding the foregoing, in the event of any requested access to Proprietary Information by a regulatory authority, the one of the parties from whom the Proprietary Information is requested will provide notice to the other in a timely fashion to allow the other party the opportunity to contest the release of its Proprietary Information to such regulatory authority.
- d) **Security and Privacy.** FARA will materially comply with all applicable law and regulations concerning security and privacy in FARA's performance of this Agreement.
- e) **Publicity.** Except as required by law, neither party shall make any press release, public statements, or disclosures regarding the terms, subject matter or collaboration of the parties to this Agreement, without prior written consent of the other party, which consent should not be unreasonably withheld. However, SaaS Customer agrees that FARA may make (during the term of this Agreement), orally or in writing, reference to the fact that SaaS Customer is a customer of FARA. FARA agrees that SaaS Customer may also (during the term of this Agreement) make reference, orally or in writing, that FARA is a service provider of SaaS Customer.
- f) **Marks.** Each party agrees not to display or use, in advertising or otherwise, any of the other party's logos, trademarks, or service marks without the other party's prior written consent, provided that such consent can be revoked at any time.

6. Warranty, Disclaimer of Warranty and Limitation of Liability

- a) **Warranty.** FARA shall not be responsible for any failure from any force majeure as set forth in Section 10 (g). FARA will not be responsible for any loss, damage, increase in costs or other expenses relating to conduct that is the responsibility of SaaS Customer.
- b) **Year 2000.** FARA represents that the software and hardware used by FARA in performing the Services have been designed to allow date data century recognition, calculations, which accommodate same century and multi-century formulae and date value, and date data entry of all values that reflect the century. FARA's obligation and SaaS Customer's sole and exclusive remedy for a breach of this representation and warranty, except from force majeure events including without limitation SaaS Customer's acts or omissions, shall be that FARA shall, at no cost to SaaS Customer, re-process SaaS Customer's Data.
- c) **Transmission of Data.** FARA is not responsible for loss of data in transmission, improper transmission by SaaS Customer or failure by SaaS Customer or any third party to act on any communication transmission to or by SaaS Customer through FARA. In the event of improper transmission or loss of data in transmission, FARA will use FARA's commercially reasonable efforts to recreate such transmission at SaaS Customer's expense.

- d) **DISCLAIMER OF WARRANTIES.** EXCEPT FOR WARRANTIES PROVIDED IN SECTIONS 4, 5, AND 6, FARA MAKES NO OTHER WARRANTY, EXPRESS OR IMPLIED, AND SPECIFICALLY DISCLAIMS THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, AS TO ANY MATTER WHATSOEVER, INCLUDING BUT NOT LIMITED TO THE HARDWARE, SUPPORTED APPLICATIONS, SOFTWARE PROVIDED BY FARA TO SaaS CUSTOMER, HARDWARE AND SOFTWARE USED BY SaaS CUSTOMER BUT NOT PROVIDED BY FARA, DOCUMENTATION, DATA, FILES, OUTPUT, SERVICES, OR OTHER MATTERS PRODUCED HEREUNDER.
- e) **Limitations.** Unless otherwise expressly provided herein, neither FARA nor any of its service providers, licensors, employees or agents warrant (i) that the Services provided hereunder will meet SaaS Customer's requirements; (ii) that the operation of the Services will be uninterrupted or error free; or (iii) that the Services will have the capacity to meet demand beyond volumes specified in Exhibit A, if any. Except as set forth herein, FARA will not be responsible for any damages that SaaS Customer may suffer arising out of use, or inability to use, the Services. FARA will not be liable for unauthorized access to or alteration, theft, or destruction of SaaS Customer's Data, unless such access, alteration, theft, or destruction is caused as a result of FARA's gross negligence or intentional misconduct. It is hereby acknowledged that it is SaaS Customer's responsibility to validate for correctness all system output and reports. SaaS Customer hereby waives any damages occasioned by lost or corrupt data, incorrect reports, or incorrect data files resulting from a programming error, operator error, equipment or software malfunction, or from the use of third party software.
- f) **EXCLUDED LIABILITIES.** EXCEPT FOR DAMAGES ARISING FROM BREACHES OF SECTION 5, OR FOR CLAIMS FOR INDEMNIFICATION IN SECTION 7, IN NO EVENT WILL EITHER PARTIES LIABILITY UNDER THIS AGREEMENT OR IN CONNECTION WITH THE SERVICES PROVIDED HEREUNDER, REGARDLESS OF THE FORM OF ACTION, INCLUDE ANY INDIRECT, INCIDENTAL, SPECIAL, OR CONSEQUENTIAL DAMAGES OR CLAIMS FOR LOSS OF BUSINESS OR PROFITS, UNDER CONTRACT, TORT (INCLUDING NEGLIGENCE), OR OTHER LEGAL THEORY, REGARDLESS OF THE CAUSE OF ACTION AND EVEN IF THE PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH POTENTIAL LOSS OR DAMAGE.
- g) **AGGREGATE LIABILITY.** EXCEPT FOR DAMAGES ARISING FROM BREACHES OF SECTION 5, OR FOR CLAIMS FOR INDEMNIFICATION IN SECTION 7, EACH PARTIES AGGREGATE LIABILITY TO THE OTHER PARTY PURSUANT TO THIS AGREEMENT UNDER CONTRACT, TORT (INCLUDING NEGLIGENCE), OR OTHER LEGAL THEORY, REGARDLESS OF THE CAUSE OF ACTION WILL NOT EXCEED AN AMOUNT EQUAL TO THE FEES PAID BY SaaS CUSTOMER IN THE 12 MONTHS PRIOR TO WHEN THE DAMAGES FIRST AROSE. PRIOR TO THE COMPLETION OF THE 12 MONTHS OF SERVICE UNDER THIS AGREEMENT, EACH PARTIES LIABILITY TO THE OTHER PARTY WILL NOT EXCEED AN AMOUNT EQUAL TO THE ACTUAL MONTHLY SERVICE FEES PAID BY CLIENT DURING SUCH PERIOD, EXCEPT FOR DAMAGES ARISING FROM BREACHES OF SECTION 5, OR FOR CLAIMS FOR INDEMNIFICATION IN SECTION 7(A).

7. Indemnification

- a) **SaaS Customer Indemnification Obligations.** SaaS Customer agrees to indemnify, defend, and to hold FARA harmless for any claims, liability, or expense resulting from: (i) SaaS Customer's use of the Supported Applications provided by FARA hereunder; (ii) FARA's disclosure of confidential information at SaaS Customer's direction, (iii) SaaS Customer's violations of its confidentiality obligations and license grant scope and (iv) breach of SaaS Customer's representations and warranties provided in

remains a subject of disagreement between the parties and the dispute resolution process has been initiated under Section 8 above.

- c) **Data Deconversion Services Upon Termination.** Upon the termination of this Agreement for any reason and subject to agreement on reasonable terms, FARA shall assist SaaS Customer in deconversion and transfer of information to SaaS Customer or party or parties identified by SaaS Customer and with such other actions as may be necessary or appropriate in SaaS Customer's reasonable judgment, to facilitate the transfer of functions performed by FARA to SaaS Customer or an entity selected by SaaS Customer. As soon as practicable following the receipt of written request from SaaS Customer, FARA will deliver to SaaS Customer in a format and on the media available to FARA at the time of the request, all of SaaS Customer's data. Upon delivery of such data, FARA Business Services shall be reimbursed for its costs and labor on a time and materials basis billed at an hourly rate as defined in **Exhibit B** of this Agreement.
- d) **Return of Materials Upon Termination.** Upon termination of this Agreement, the SaaS Customer must immediately cease the use of the Services and shall return all documentation and software, if any, relating to the Services and FARA's confidential information to FARA within ten (10) days of termination.

10. General

- a) **Authority to Enter into Agreement.** Each Party hereby represents and warrants that (i) it has all requisite corporate power and authority to enter, and perform pursuant to, this Agreement; (ii) the execution, delivery and performance of this Agreement and the consummation of the transactions contemplated hereby have been duly and properly authorized by all requisite corporate action on its part; and (iii) this Agreement has been duly executed and delivered by such party.
- b) **Relationship Between Parties.** The performance by FARA of its duties and obligations under this Agreement shall be that of an independent contractor and nothing contained in this Agreement shall create or imply an agency relationship between SaaS Customer and FARA, nor shall this Agreement be deemed to constitute a joint venture or partnership between SaaS Customer and FARA. Each party assumes sole and full responsibility for its acts and the acts of its personnel. Neither party shall have the authority to make commitments or enter into contracts on behalf of, bind, or otherwise oblige the other party except for the limited agency expressly provided herein.
- c) **Additional Costs.** If certain items and outside services are purchased by FARA in order to provide Services to SaaS Customer these items and services, detailed below, will be charged to and payable by SaaS Customer at the cost incurred by FARA:
 - (i) **Travel.** Normal out-of-pocket travel expenses required to provide any of FARA's services at SaaS Customer's location. These expenses include airfare, lodging, meals, and ground transportation.
- d) **Notices.** All notices and other communications pursuant to this Agreement shall be in writing and deemed to be sufficient if contained in a written instrument and shall be deemed given if delivered personally, via facsimile, sent by nationally-recognized overnight courier or mailed by registered or certified mail (return receipt requested), postage prepaid, addressed to the party at the address set forth on the signature page to this Agreement, or at such other address for such party as shall be specified by like notice. All such notices and other communications shall be deemed to have been received (a) in the case of personal delivery, on the date of such delivery, (b) in the case of a facsimile, when the party sending such copy shall have confirmed receipt of the communication, (c) in the case of delivery by nationally-recognized overnight courier, on the business day following dispatch, and (d) in the case of mailing, on the third business day following such mailing.

- e) **Force Majeure.** FARA's performance of its obligations will be excused or the timeframe for performance will be extended as is reasonably necessary under the circumstances, in the event that FARA is prevented from performing its obligations in whole or in part by riots, fire, flood, earthquake, explosion, epidemics, war, strike or labor disputes, embargo, civil or military authority, act of God, changes in law, regulation or governmental policy, acts or omissions of vendors or suppliers, communication or transportation difficulties or delays, vendor delays or other causes beyond its reasonable control. In the event that FARA is prevented or delayed in the delivery or installation of the Services for reasons beyond its control, such delivery or installation shall take place as soon thereafter as is reasonably possible.
- f) **Assignment.** Neither this Agreement nor any rights granted hereunder may be sold, leased, assigned or otherwise transferred, in whole or in part by either party by operation of law or otherwise, and any such attempted assignment shall be void and of no effect without the advance written consent of the other party, such consent not to be unreasonably withheld or delayed; provided, however, that such consent shall not be required if either party assigns this Agreement to a wholly owned subsidiary or an affiliate or in connection with a merger, acquisition, or sale of all or substantially all of its assets, unless the surviving entity is a competitor of FARA, as determined by FARA in its reasonable judgment.
- g) **Performance.** FARA is authorized to provide the Supported Applications and Services through its subsidiaries, employees or by subcontracting with other responsible parties.
- h) **Other Agreements.** Nothing in this Agreement shall prevent FARA or FARA's affiliated companies from entering into similar or different agreements with others in the insurance industry or other industries, including SaaS Customer's competitors.
- i) **Non-Solicitation.** Each of the parties agrees to refrain from directly or indirectly hiring or contracting with any current employee of the other party for a period of one year after the candidate's separation of employment for any reason or expiration of this Agreement, whichever occurs first, unless permission is granted in writing by the employer, which consent may be granted or withheld in such party's sole discretion. The foregoing provision will not prevent either party from employing any such person who contacts such party on his or her own initiative or in response to general solicitation without any direct solicitation, by or other encouragement from, such party or its representatives. In the event that either party hires a person in violation of this Section 10(k), such party shall pay the other party two-times the annual salary being paid by the offending party. The parties agree that this amount represents reasonable and foreseeable estimates of damages.
- j) **Severability.** If one or more provisions or parts of this Agreement are declared invalid, illegal, or unenforceable by a court with jurisdiction over the parties to this Agreement, the remaining provisions will nevertheless remain in full force and effect in such jurisdiction, unless such severance would frustrate the contractual intent of the parties.
- k) **Entire Agreement; Amendments, Exhibits.** This Agreement (including the Schedules and Exhibits attached hereto) embodies the entire understanding of the parties in relation to its subject matter, and supersedes all proposals, letters of intent or prior agreements, oral or written, and all other communications and representations between the parties relating to the subject matter of this Agreement and no other agreement or understanding, verbal or otherwise, relative to this subject matter exists between the parties at the time of execution of this Agreement. This Agreement may be amended only by a written agreement signed by both parties. Each of the exhibits attached to this Agreement is made a part of this Agreement and the terms of these Exhibits will be fully binding on the parties.
- l) **Survival.** Notwithstanding the expiration or termination of this Agreement or any renewal period hereunder, the parties agree that the terms of Sections 2, 4, 5, 6(c) – 6(g), 7, 8, 9 and 10 shall survive.

- m) **Waiver.** No waiver of any breach of any provisions of this Agreement shall be effective unless made in writing and signed by each of the parties to this Agreement. Each party agrees that no failure or delay by the other party in exercising any right, power or privilege hereunder will operate as a waiver thereof, nor will any single or partial exercise thereof preclude any other or further exercise thereof or the exercise of any right, power or privilege hereunder.
- n) **Headings.** The headings used herein are for identification and reference purposes only and shall not be used in the construction and interpretation of this Agreement.
- o) **Successors and Assigns.** This Agreement shall inure to the benefit of and be binding on the parties hereto and their respective successors and assigns (if such assignment was properly made pursuant to this Agreement).
- p) **Remedies.** Except for remedies that are described herein as sole and exclusive remedies, no remedy conferred by any of the specific provisions of this Agreement is intended to be exclusive of any other remedy, and each and every remedy shall be cumulative and shall be in addition to every other remedy given hereunder, now or hereafter existing at law or in equity or by statute or otherwise. The election of any one or more remedies shall not constitute a waiver of the right to pursue other available remedies.
- q) **Counterparts.** This Agreement may be executed in one or more counterparts, and by the different parties hereto in separate counterparts, each of which when executed shall be deemed to be an original but all of which taken together shall constitute one and the same agreement. This Agreement shall become effective when counterparts have been signed by each of the parties and delivered by facsimile or other means to the other party.

11. Exhibits

The following are exhibits attached and incorporated into this Agreement:

Exhibit A - titled "Services and Supported Applications"

Exhibit B - titled "Pricing and Related Terms"



IN WITNESS WHEREOF, the parties have caused this **BUSINESS SERVICES AND SOFTWARE SUBSCRIPTION AGREEMENT** to be executed and delivered by their duly authorized representatives, as of the date first written above.

FARA Business Services, Inc. Federal Tax ID Number: 72-1190976

By: _____

David M. Richard, Division President
1625 West Causeway Approach
Mandeville, LA 70471

Telephone: (985) 624-6750
Fax: (985) 674-8050
Email: David.Richard@fara.com

SaaS Customer

Company Name	
Signature of Authorized Officer	
Name of Authorized Officer	
Title	
Address	
City, State, Zip	
Telephone	
Fax or email	

SaaS Customer **Billing Instructions**

- Monthly billing in arrears
- Quarterly billing in arrears
- Implementation services billing in advance

Bill to Contact Information (if different than above – include P.O. info if applicable)

Exhibit A

Services and Supported Applications

Service

SaaS Customer acknowledges that SaaS Customer's access to the data center via the Internet is non-exclusive and will be subject to down time for maintenance, system administration, system diagnosis, repairs, and similar limits to availability. Standard data center hours are 6:00am to 9:00pm CST. Scheduled system downtime and backup times will be posted on the login page of the applications listed below and will normally be scheduled during the hours of 9:00 pm and 6:00 am CST, Monday through Friday, or on weekends and national holidays.

Supported Applications (check each that applies to this agreement)

www.medicarereportingcomplianceexpert.com (MRCE)

Support Services Provided by FARA to SaaS Customer as part of this agreement

- Provide telephone, fax, and email support during our regular support hours
- First point of contact for all supported application related issues
- Enter and maintain system user access control as requested by primary contact at SaaS Customer
- Business and functional support assistance
- System configuration problem analysis and subject matter expertise
- Maintain relationships with our vendors, including attendance at meetings and technical training
- Focal/consolidation point for cross-client problems and software bugs
- Integration and acceptance testing of product releases and enhancements from our vendors
- Work with client to prepare for and implement new system releases
- Monitor system and server performance within our abilities to measure performance
- Provide audit and control recommendations
- Provide and monitor system and data backup facilities
- Validate system backups and recovery procedures

Regular Support Hours and Our Support Goals

Our regular system support hours are 8:00 am to 5:00 pm CST, on business days. Additional support time can be arranged in advance. Emergency support services are offered on a time and expense basis.

FARA is to provide response within 2 business hours to all urgent support requests and response within 6 business hours to all normal support requests. We reserve the right to make adjustments to our support hours and goals to meet the needs of our customers. FARA will notify its customers in writing when our support service hours are modified.

Exhibit B**Pricing and Related Terms**

Service Description for MRCE System	Rate	Customer Initials
Implementation Fee (includes training and initial system configuration services) – one time	\$ 1,500	
Per Claimant Queried – one time / lifetime of claimant	\$8.75 ea	
Per Injured Party – Claim Input Record sent to CMS/COBC	\$ 0	
Login Access to MRCE system (per active login account) – first one free	\$20	
Hourly Rate for consulting, custom programming, data conversion services	\$175	

Footnotes or Modifications to Pricing