

MAP APP STANDARD TERMS & CONDITIONS

1) PROVISION AND USE OF APPLICATION

a) **Application Availability.** HFMA shall make the Application available to Provider pursuant to this Agreement during the Term. The Application shall be provided strictly as an online, web-based tool at internet URLs designated by HFMA, and shall include the features and functions specified in the documentation published by HFMA as may be amended by HFMA from time to time. The Application shall be generally available between the hours of 7:00 a.m. Central time (GST -6) and 8:00 p.m. Central time, Monday through Friday, except on national and state holidays ("Available Time"). Although the Application is intended to be available at times other than the Available Time, HFMA reserves the right to suspend access to the Application outside the Available Time for maintenance, operations, and other tasks. HFMA may also suspend access as reasonably necessary for critical operations and to resolve unplanned service issues.

b) **Technical Requirements.** In order to access the Application, Provider must maintain systems and software sufficient to meet the minimum requirements for the current version of the Application. As of the Effective Date, these requirements are as follows: (i) Authorized Users (as defined below) must have high-speed internet access with commercially supported versions of Microsoft Internet Explorer, (e.g., IE 7 or 8) or Mozilla Firefox (e.g., Firefox 3.5); (ii) Authorized Users who compile Provider Data (as defined below) for submission to HFMA in accordance with Section 2) must have access to a commercially supported version of Microsoft Excel (e.g., Excel 2003 or later); and (iii) Authorized Users who access data export functions, research articles, videos or other audio-visual content must have access to commercially supported versions of the necessary software (e.g., Microsoft Excel, Adobe Acrobat Reader and Adobe Flash).

c) **Authorized Users.**

i) Provider's right to use the Application shall be on a non-exclusive basis and shall be limited to those individuals associated with the Provider Facilities who have a valid and proper purpose for accessing the Application and who possess a unique user name and password supplied by Provider (each an "**Authorized User**"). Further, although Provider may designate and credential as many Authorized Users as reasonably necessary for its proper use of the Application, Provider's right to access and use the Application shall be limited to no more than ten (10) Authorized Users per Provider Facility who are simultaneously logged on to or otherwise accessing the Application (the "**Maximum Concurrent Users**"). Provider shall take all steps necessary to ensure that the number of Maximum Concurrent Users is not exceeded.

ii) Upon execution of this Agreement, Provider shall designate an individual to serve as its "**User Administrator**" with regard to the administration of user names and passwords for Authorized Users throughout the Term. The identity and contact information for Provider's User Administrator shall be communicated to HFMA forthwith whenever a new User Administrator is appointed. From time to time upon HFMA's request, the User Administrator shall supply HFMA with a current and accurate list of Authorized Users together with their names, user names, titles, contact details, and locations. User names and passwords are not transferable, and Provider shall ensure they are not used by anyone other than the specific Authorized User to whom they have been assigned. Provider shall be solely responsible for those accessing the Application utilizing credentials supplied by Provider or its User Administrator, including any liability arising from the misuse of the Application by such persons. Provider shall promptly notify HFMA of any security breach regarding user names or passwords or otherwise involving the Application and shall cooperate with HFMA and take all steps reasonably necessary to abate any security breach or potential security breach.

iii) If HFMA suspects any unauthorized access to the Application (e.g., users in excess of the number of Maximum Concurrent Users, or users obtaining access through Provider or Provider Facilities who are not Authorized Users or who are accessing the Application for an improper purpose), HFMA reserves the right to suspend Provider's access to the Application until such issues have been resolved.

d) **License Rights and Restrictions.** Provider shall not: (i) permit any third party to access the Application except as permitted herein, (ii) create derivative works based on the Application, (iii) copy, frame or mirror any part or content of the Application, other than copying or framing on Provider's own intranets or otherwise for Provider's own internal business purposes, (iv) attempt to alter the Application or its functionality or to circumvent or hack any security features of the Application, (v) reverse engineer the Application, or (vi) access the Application in order to (a) build a competitive product or service, or (b) copy any features, functions or graphics of the Application. If Provider, or any Provider Facility, knowingly gains access to the Application for more than the number of Maximum Concurrent Users by hacking or otherwise purposefully compromising or circumventing the security features of the Application, HFMA shall be entitled to receive, and Provider shall pay to HFMA upon request, liquidated damages in an amount equal to twenty-five percent (25%) of the annual non-discounted License Fee for each instance of each user in excess of the number of Maximum Concurrent Users. Provider acknowledges that the actual damages caused HFMA by the intrusion into the Application of more than the permitted number of Maximum Concurrent Users is difficult to quantify, but that the foregoing amount of liquidated damages is a reasonable approximation of such damages, particularly because unauthorized users could cause a denial or delay of access to users who are authorized.

e) **Reserved Rights.** Subject to the limited rights expressly granted hereunder, HFMA reserves all Intellectual Property Rights (as defined below) in and to the Application and KPI Benchmarks (as defined below) and no rights are granted to Provider hereunder other than as expressly set forth herein. As used herein, "**Intellectual Property Rights**" shall mean all worldwide rights and interests in and to inventions, discoveries, trademarks, patents, trade names, copyrights, moral rights, know-how, trade secrets, and intellectual and similar intangible property rights, whether or not patentable or copyrightable, including those embodied in software, shop rights, licenses, developments, research data, designs, technology, test procedures, processes, computer programs, computer discs, computer tapes, literature, reports and Confidential Information.

f) **Risk of Use/No Reliance on Application.** Provider acknowledges that the data exports, information and findings that are made available to Provider by HFMA through the

Application are without warranty of any kind and shall be used at Provider's sole discretion for making business decisions only. At no time during or after the Term shall Provider use such information and findings in the course of delivering health care or other services to patients.

g) **Disclosures, Suggestions and Feedback.** If in the course of utilizing the Application or participating in any events, user forums or other feedback sessions relating to the Application, Provider, or its employees or affiliated persons or entities, provide any content, practice, policies, suggestions, enhancement requests, recommendations or other feedback or disclosures relating to the Application or the KPI Benchmarks, or to their content or use (collectively, the "**Disclosures**"), HFMA shall have and is hereby granted a royalty-free, worldwide, transferable, sublicenseable, irrevocable, perpetual right and license to use or incorporate any such Disclosures into the Application or KPI Benchmarks without obligation to Provider.

2) PROVISION AND USE OF PROVIDER DATA AND CONTENT

a) **Data Submission.** Provider acknowledges and agrees that HFMA's continuing and timely access to accurate Provider Data is of the essence of this Agreement, and Provider undertakes to exercise all commercially reasonable efforts to ensure that the Provider Data will be made available to HFMA as provided herein. If HFMA does not receive accurate and timely Provider Data that meets the applicable requirements, HFMA shall have the right, without prejudice to any other of its rights or remedies under this Agreement, to suspend Provider's access to the Application (portions of the Application) until such time as such Provider Data is made fully available to HFMA in the manner required by this Agreement.

b) **Use of Provider Data.** HFMA shall utilize the Provider Data solely in connection with the identification and development of benchmarks for revenue cycle evaluation, management and enhancement (the "**KPI Benchmarks**") that are suitable for inclusion in the Application or other revenue cycle products or services offered by HFMA. Although HFMA shall not specifically identify Provider as the source of the Provider Data, and although HFMA shall otherwise treat the Provider Data as Confidential Information (as defined below) of Provider, Provider acknowledges that it may be possible for other Application subscribers to identify Provider as the source of the Provider Data or to otherwise associate the Provider Data with Provider as the result of the geographic, demographic or other characteristics of Provider that are published as part of the Application.

c) **Rights and Licenses to Provider Data and KPI Benchmarks.** All Intellectual Property Rights in and to the Provider Data are and shall remain the sole and exclusive property of Provider. Provider hereby grants to HFMA the non-exclusive, perpetual, irrevocable, worldwide, royalty-free, fully paid and assignable right and license to use, copy, publicly display, edit, revise, perform, distribute or otherwise make available the Provider Data in an aggregated or summarized form solely as part of the Application, KPI Benchmarks and in line extensions and derivatives of the foregoing. All Intellectual Property Rights in and to the KPI Benchmarks (including any de-identified aggregation or summaries of the Provider Data prepared by HFMA) are and shall remain the sole and exclusive property of HFMA. If for any reason HFMA is not deemed to own all such rights and interests, Provider hereby assigns to HFMA, and agrees to assign to HFMA, all right, title and interest in and to such rights and interests including the right to sue for infringement, and agrees to execute all documents necessary to evidence such assignment.

d) **Protected Health Information.** Provider shall not be asked to, and shall not, deliver or make available to HFMA any Provider Data or other information that constitutes HIPAA Protected Health Information (PHI) or other materials that identify an individual patient, guarantor, or person (collectively, "**Private Information**"). If any of the Provider Data or other materials to be delivered by Provider pursuant to this Agreement includes any Private Information, Provider shall delete, obfuscate or mask such Private Information before delivery to HFMA so that no individual patient, guarantor or person's identity is disclosed to or may be determined by HFMA. If Provider cannot delete, obfuscate or mask any Private Information, Provider shall not deliver or transmit the applicable Provider Data or materials to HFMA and shall instead contact HFMA to determine how Provider Data and materials without such Private Information may be transmitted.

3) TERM OF AGREEMENT

a) This Agreement shall commence on the Effective Date and shall continue in full force and effect, unless earlier terminated as provided herein, for a period of three (3) years (the "**Initial Term**").

b) Following the Initial Term, this Agreement shall automatically renew for subsequent and consecutive one (1) year terms (each a "**Renewal Term**"), unless either party provides the other with notice of its intention not to renew the Agreement at least thirty (30) days prior to the expiration of the Initial Term or then-current Renewal Term, as applicable.

c) As used in this Agreement, "**Term**" means the Initial Term and any Renewal Terms.

4) CONSIDERATION

a) **License Fees.** Unless and to the extent specifically stated to the contrary in this Agreement, all License Fees are based on access to the Application and not actual usage, and all payment obligations are non-cancelable and non-refundable.

b) **Invoicing and Payment.** All License Fees are due on the date indicated and shall not require an invoice from HFMA. Unpaid License Fees will accrue interest at the rate of one percent (1%) per month from the date due until paid, or the highest rate permitted by law, whichever is lower.

c) **Suspension of Application and Acceleration.** If any amount owed by Provider under this Agreement is thirty (30) or more days overdue, then, in addition to and without prejudice of any other rights or remedies of HFMA, HFMA shall have the right to suspend Provider's access to the Application until such time as all past due amounts are paid in full. HFMA shall not exercise its right to suspend access to the Application if the applicable charges are under reasonable and good-faith dispute and Provider is cooperating diligently to resolve the dispute.

d) **Taxes.** Unless otherwise stated, the License Fees do not include any taxes, levies, duties or similar governmental assessments of any nature, including but not limited to value-added, sales, use or withholding taxes, assessable by any local, state, provincial, federal or foreign jurisdiction (collectively, "Taxes"). Provider is responsible for paying all Taxes associated with the transactions under this Agreement. If HFMA has the legal obligation to pay or collect Taxes for which Provider is responsible under this Section, the appropriate amount shall be invoiced to and paid by Provider, unless Provider provides HFMA with a valid tax exemption certificate authorized by the appropriate taxing authority. For clarity, HFMA is solely responsible for taxes assessable against it based on HFMA's income, property and employees. Specifically, and without limitation of the foregoing, if Provider maintains any facilities or is otherwise present in or subject to taxation by the State of Illinois, HFMA shall invoice Provider for, and Provider shall pay to HFMA, all applicable sales, use or other Taxes imposed by the State of Illinois in connection with this Agreement unless Provider is recognized as non-profit under Internal Revenue Code Section 501(c)(3) and has obtained, and supplied to HFMA documentation evidencing the issuance of, a valid exemption number ("E number") from the Illinois Department of Revenue.

5) **REPRESENTATIONS AND WARRANTIES**

a) **Mutual Representations and Warranties.** Each party represents and warrants to the other party that: (i) it has full power and authority to enter into and perform this Agreement; (ii) the person signing this Agreement on such party's behalf has been duly authorized and empowered to enter into this Agreement; (iii) its execution of this Agreement and its performance of its obligations hereunder will not conflict with, cause a default under, or constitute a breach of any agreement with a third party and shall be in compliance with all applicable international, national, state, regional, and local laws and regulations; and (iv) the Intellectual Property Rights contributed or licensed to the other party shall not violate or infringe the intellectual property rights or other rights of any third party.

b) **Performance Warranty.** HFMA warrants that the Application shall perform materially in accordance with the specifications published by HFMA from time to time and that the features and functions of the Application shall not be materially reduced during the Term. If the foregoing warranty is breached or allegedly breached by HFMA, or if the Application is discontinued, materially modified, no longer supported, or otherwise compromised or unavailable for any reason (other than as contemplated by Section 1a)), HFMA's sole liability to Provider shall be a refund of the pro-rated portion of the License Fee attributable to the time period in which the Application was not available or when its functionality was materially compromised. HFMA shall have no obligation for, and no breach of the foregoing warranty shall be deemed to have occurred (and therefore no refund of any of the License Fee shall be due) for any period of Application unavailability due to causes or events outside the direct and immediate control of HFMA; to the use or availability of third-party hardware, software or services (such as Provider's equipment or network or internet availability or bandwidth); for the misuse of the Application by Provider or its affiliated persons or entities; or for Provider's noncompliance with any aspect of this Agreement.

c) **Disclaimer.** EXCEPT AS EXPRESSLY PROVIDED HEREIN, NEITHER PARTY MAKES ANY WARRANTIES OF ANY KIND, WHETHER EXPRESS, IMPLIED, STATUTORY OR OTHERWISE, AND EACH PARTY SPECIFICALLY DISCLAIMS ALL IMPLIED WARRANTIES, INCLUDING ANY WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW.

6) **INDEMNIFICATIONS**

a) **Indemnification by HFMA.** HFMA shall defend Provider against any claim, demand, suit, or proceeding ("Claim") made or brought against Provider by a third party alleging that the use of the Application as permitted hereunder infringes or misappropriates the Intellectual Property Rights of a third party or alleging facts which, if true, would constitute a breach by HFMA of any of its warranties or representations under this Agreement, and shall indemnify Provider for any damages finally awarded against, and for reasonable attorney's fees incurred by, Provider in connection with any such Claim.

b) **Indemnification by Provider.** Provider shall defend HFMA against any Claim made or brought against HFMA by a third party alleging that the Provider Data, or Provider's use of the Application in violation of this Agreement, infringes or misappropriates the Intellectual Property Rights of a third party or violates applicable law, or alleging facts which, if true, would constitute a breach by Provider of any of its warranties or representations under this Agreement, and shall indemnify HFMA for any damages finally awarded against, and for reasonable attorney's fees incurred by, HFMA in connection with any such Claim.

c) **Claims Procedures.**

i) In each case, the party seeking indemnification (the "Indemnified Party") shall provide the party from whom indemnification is sought (the "Indemnifying Party") with reasonably prompt notice in writing of any Claims and shall tender the right to settle or defend the Claim to the Indemnifying Party with counsel selected by the Indemnifying Party subject to the reasonable approval of the Indemnified Party. The Indemnified Party shall also provide the Indemnifying Party with reasonable information and assistance, at the Indemnifying Party's expense, to help the Indemnifying Party to settle or defend such Claims. The Indemnified Party shall have the right to employ separate counsel at its own expense and participate in the defense of any Claims.

ii) The Indemnifying Party shall reimburse the Indemnified Party upon demand for any payments made or loss suffered by the Indemnified Party at any time after the Effective Date, based upon the judgment of any court of competent jurisdiction or pursuant to a bona fide compromise or settlement of claims, demands, or actions, in respect to any damages related to any Claims. The Indemnifying Party may not settle any Claims on the Indemnified Party's behalf without first obtaining the Indemnified Party's written permission, which permission shall not be unreasonably withheld. The Indemnifying Party is not responsible for any settlement made by the Indemnified Party without the Indemnifying Party's written permission, which permission may not be unreasonably withheld. If the parties agree to settle a Claim, the Indemnifying Party agrees not to publicize the settlement without first obtaining the Indemnified Party's written permission, which permission shall not be unreasonably withheld.

d) **Exclusive Remedy.** The indemnification obligations of the parties stated in this Section 6) states the Indemnifying Party's sole liability to, and the Indemnified Party's exclusive remedy against, the other party for any type of Claim described in this Section 6).

7) **CONFIDENTIALITY.**

a) For purposes of this Agreement, "Confidential Information" shall mean all information, whether or not reduced to writing, including but not limited to a party's catalog of products or services and all data models, records, plans, drawings, designs, documents, manuals, processes, formulae, statistics, correspondence, prices, price lists, practices, source code, financial information, individually identifiable patient information and all other data concerning a party and its subsidiaries or its clients, suppliers and subcontractors, other than information contained in sales and marketing materials available to the general public without restriction.

b) Each party agrees that it will not use or disclose any Confidential Information of the other party for any purpose except as contemplated hereby. In addition, each party shall limit access to the other party's Confidential Information to those employees or representatives who must have access to it in order to perform the party's obligations under this Agreement. All such employees or representatives of a party shall be under a confidentiality obligation that is at least as strict as the provisions of this Agreement applicable to the party. Each party will be responsible for any breach of this Agreement by its employees or representatives.

c) Neither party shall make any copies of the other party's Confidential Information without the other party's written consent. Upon request by a party or upon termination or expiration of this Agreement, the other party shall return all Confidential Information to the disclosing party, or certify destruction thereof, including any hard copy records, and will purge from all computer storage devices any image or copies of such Confidential Information. Notwithstanding the return or destruction of Confidential Information, each party and its representatives will continue to be bound by its obligations of confidentiality and other obligations hereunder.

d) Neither party shall be liable to the other party for disclosure of Confidential Information if:

- i) The Confidential Information is or becomes public without the fault of the party to whom it was entrusted, or
- ii) The Confidential Information was in the party's possession or was known by the party prior to its receipt from the party to whom the Confidential Information relates, or
- iii) The Confidential Information is or becomes available to the party from a source already in legitimate possession of said Confidential Information, such source being other than the party to whom it relates, or
- iv) The Confidential Information is developed independently by the party, or
- v) The Confidential Information is disclosed for unrestricted release with the written approval of the party to whom it relates, or
- vi) The Confidential Information is transmitted to the party after the party to whom it relates receives written notice from the first party that it does not desire to receive further Confidential Information from the party to whom same relates, or
- vii) The party is obligated to disclose the Confidential Information by order or regulation of any government entity; provided, however, the party has given timely notification to the owner of the Confidential Information prior to the date of disclosure and the party uses commercially reasonable efforts to obtain confidential treatment of such information.

e) Each party recognizes that the unauthorized use or disclosure of Confidential Information of the other party could cause irreparable injury to the party to whom it relates. Each party agrees that the party injured or who might be injured by unauthorized use or disclosure of Confidential Information shall be entitled, in addition to any other remedies and damages available, to a temporary injunction to restrain violation hereof by the other party, its agents, servants, employees, and all persons acting therefore.

8) **LIMITATION OF LIABILITY**

a) **Limitation of Liability.** EXCEPT FOR THE PARTIES' RESPECTIVE INDEMNIFICATION OBLIGATIONS SET FORTH IN SECTION 6) AND FOR ANY BREACH OF THIS AGREEMENT RELATING TO THE MISUSE OF THE OTHER PARTY'S INTELLECTUAL PROPERTY RIGHTS OR CONFIDENTIAL INFORMATION, IN NO EVENT SHALL EITHER PARTY'S AGGREGATE LIABILITY ARISING OUT OF OR RELATED TO THIS AGREEMENT, WHETHER IN CONTRACT, TORT OR UNDER ANY OTHER THEORY OF LIABILITY, EXCEED THE TOTAL AMOUNT PAID BY PROVIDER HEREUNDER OR, WITH RESPECT TO ANY SINGLE INCIDENT, THE AMOUNT PAID BY PROVIDER HEREUNDER IN THE TWELVE (12) MONTHS PRECEDING THE INCIDENT.

b) **Exclusion of Consequential and Related Damages.** IN NO EVENT SHALL EITHER PARTY HAVE ANY LIABILITY TO THE OTHER PARTY FOR ANY LOST PROFITS OR REVENUES OR FOR ANY INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL, COVER OR PUNITIVE DAMAGES HOWSOEVER CAUSED, WHETHER IN CONTRACT, TORT OR UNDER ANY OTHER THEORY OF LIABILITY, AND WHETHER OR NOT THE PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THE FOREGOING DISCLAIMER SHALL NOT APPLY TO THE EXTENT PROHIBITED BY APPLICABLE LAW

9) **TERMINATION, EXPIRATION AND SURVIVAL**

a) **Termination for Cause.** This Agreement may be terminated by either party upon fifteen (15) days written notice to the other party in the event of (i) a breach of a material provision of this Agreement by the other party, provided that, during the fifteen (15) day period, the breaching party fails to cure such breach; or (ii) if the other party becomes the subject of a petition in bankruptcy or any other proceeding relating to insolvency, receivership, liquidation or assignment for the benefit of creditors.

b) **Consequences of Termination.** Upon any termination for cause by Provider, HFMA shall refund Provider any prepaid License Fees covering the remainder of the Term after the effective date of termination. Upon any termination for cause by HFMA, all License Fees previously paid by Provider may be retained by HFMA, and Provider shall pay any unpaid License Fees through the effective date of termination. In no event shall any termination relieve Provider of the obligation to pay any License Fees payable to HFMA for the period prior to the effective date of termination.

- c) **Survival.** The following provisions shall survive the termination or expiration of this Agreement: 1)d), 1)e), 1)f), 1(g), 2)b), 2)c), 4)d), 5), 6), 7), 8), and 13) through 20).
- 10. RELATIONSHIP OF PARTIES.** The relationship between HFMA and Provider under this Agreement is that of independent contractors and neither shall be, nor represent itself to be, the joint venture, franchiser, franchisee, partner, broker, employee, servant, agent, or representative of the other for any purpose whatsoever. No party is granted any right or authority to assume or create any obligation or responsibility, express or implied, on behalf of, or in the name of, another party or to bind another in any matter or thing whatsoever.
- 11. FORCE MAJEURE.** Neither party shall be liable for any loss or delay resulting from any force majeure event, including acts of God, fire, natural disaster, labor stoppage, war or military hostilities, or inability of carriers to make scheduled deliveries, and any payment or delivery date shall be extended to the extent of any delay resulting from any force majeure event.
- 12. NOTICES.**
 - a) Any notice required to be given pursuant to this Agreement shall be in writing and mailed by certified or registered mail, return receipt requested or delivered by a national overnight express service. All notices shall be effective on the date received or when delivery was refused or confirmed by the carrier as undeliverable.
 - b) Either party may change the address to which notice or payment is to be sent by written notice to the other party pursuant to the provisions of this paragraph.
- 13. JURISDICTION & DISPUTES.** This Agreement shall be governed by the laws of the State of Illinois, United States of America. All disputes hereunder shall be resolved in the applicable state or federal courts of Illinois. The parties consent to the jurisdiction of such courts, agree to accept service of process by mail, and waive any jurisdictional or venue defenses otherwise available.
- 14. WAIVER.** No waiver by either party of any default shall be deemed as a waiver of any prior or subsequent default of the same or other provisions of this Agreement.
- 15. SEVERABILITY.** If any provision hereof is held invalid or unenforceable by a court of competent jurisdiction, such invalidity shall not affect the validity or operation of any other provision and such invalid provision shall be deemed to be severed from the Agreement.
- 16. INTEGRATION.** This Agreement constitutes the entire understanding of the parties with respect to the subject matter hereof, and revokes and supersedes all prior agreements between the parties relating thereto and is intended as a final expression of their Agreement. It shall not be modified or amended except in writing signed by the parties hereto and specifically referring to this Agreement. This Agreement shall take precedence over any other documents which may be in conflict therewith.
- 17. NO OTHER RIGHTS.** Nothing in this Agreement shall be construed as a grant or conveyance of any Intellectual Property Rights or other rights by either party except as expressly provided herein. No rights are granted by either party to use the other's trademarks, service marks, logos, trade names, or other designations of origin.
- 18. FURTHER ASSURANCES.** Each party agrees to take all action and cooperate as is reasonably necessary, at the other party's request and expense, to protect the other's respective Intellectual Property Rights and further agrees to execute any documents that might be necessary to perfect each party's ownership of such Intellectual Property Rights.
- 19. ATTORNEY FEES.** Provider shall pay on demand all of HFMA's reasonable attorney fees and other costs incurred by HFMA to collect any License Fees or other charges due HFMA under this Agreement.
- 20. ASSIGNMENT.** Neither party may assign any of its rights or obligations hereunder, whether by operation of law or otherwise, without the prior written consent of the other party (not to be unreasonably withheld). Notwithstanding the foregoing, HFMA may assign this Agreement in its entirety, without the consent of Provider, to any of its affiliated persons or entities or in connection with a merger, acquisition, corporate reorganization, or sale of all or substantially all of its assets or the sale or disposition of the Application or any or all of its business relating to the Application. A party's sole remedy for any purported assignment by the other party in breach of this Section shall be, at the non-assigning party's election, termination of this Agreement upon written notice to the assigning party. Subject to the foregoing, this Agreement shall bind and inure to the benefit of the parties, their respective successors and permitted assigns.
- 21. COUNTERPARTS/MANNER OF EXECUTION.** This Agreement may be executed in one or more counterparts, each of which shall be an original, but all of which together shall constitute one agreement binding on all of the parties hereto notwithstanding that all of the parties hereto are not signatories to the same counterpart. Each of the parties agree that a photographic, facsimile copy, or electronic copy of the signature evidencing a party's execution of this Agreement shall be effective as an original signature and may be used in lieu of the original for any purpose.