

ADMINISTRATIVE ADVANTAGE MSO™ MEMBER AGREEMENT

THIS ADMINISTRATIVE ADVANTAGE MSO™ MEMBER AGREEMENT (this “**Agreement**”) is made and entered into by and between Advantage Administration, Inc. d/b/a The Administrative Advantage MSO™ (“**Advantage MSO**”) and the end user (“**Member**”) who consents to the terms and conditions set forth below by clicking the “I Accept” or similar button on the associated website pop-up window or dialog box, to be effective as of the date on which Member so consents (“**Effective Date**”). Advantage MSO and Member are sometimes collectively referred to herein as the “**Parties**,” or singularly by their respective names or as a “**Party**.”

BY CLICKING THE ACCEPTANCE BUTTON OR ACCESSING OR USING ANY PART OF THE ADVANTAGE MSO SERVICES DESCRIBED BELOW, MEMBER EXPRESSLY AGREES TO AND CONSENTS TO BE BOUND BY THE TERMS THIS AGREEMENT. IF MEMBER DOES NOT AGREE TO ANY TERM OF THIS AGREEMENT, THE BUTTON INDICATING NONACCEPTANCE MUST BE SELECTED, AND MEMBER MAY NOT USE OR ACCESS ANY PART OF THE ADVANTAGE MSO SERVICES.

Recitals

Advantage MSO is a healthcare management services organization whose membership consists of individual physicians, group medical practices, ambulatory surgery centers, imaging centers, labs, and urgent care centers (“**Members**”). MSO markets to its Members and offers them access to a network of third-party vendors (“**Preferred Vendors**”) who offer services and products such as equipment, supplies, and practice management and administrative support services (collectively, “**Services**”) on a discounted or preferred pricing basis. Member desires to subscribe to and participate in the Advantage MSO program under the terms and conditions of this Agreement.

Agreement

NOW, THEREFORE, in consideration of the mutual promises contained herein and for other good and valuable consideration, the Parties agree as follows:

1. **Membership Benefits.** Member hereby subscribes to Advantage MSO, and is granted access to Advantage MSO’s Preferred Vendor program, pursuant to which Member may obtain Services from Preferred Vendors on a preferred pricing or discounted basis negotiated by Advantage MSO. Membership benefits are available only while Member’s subscription is active and Member’s account is in good standing. In the event that Member’s subscription becomes inactive or Member’s account is in default, or Member otherwise ceases to be an Advantage MSO Member in good standing, Advantage MSO will notify its Preferred Vendors of that change in status, at which time the preferred pricing shall no longer be valid and Preferred Vendors shall revert to standard pricing for all Services provided to Member effective as of the date of Preferred Vendor’s receipt of such notice.

2. **Subscription Fee.** In consideration of membership in Advantage MSO, Member will pay Advantage MSO an annual subscription fee in the amount of \$295 per individual physician, group practice entity, or other company or entity. Affiliated entities – defined as a person or entity who directly or through one or more intermediaries controls, is controlled by, or is under common control with a Member in good standing, may subscribe by paying Advantage MSO a reduced annual subscription fee in the amount of \$99, provided that such discount will not apply to physician-subscribers with interests in outside mega-centers. Group practice entities may subscribe by paying one subscription fee per practice regardless of number of physicians. All subscription fees are payable in advance by credit or debit card. Member may obtain a full refund of its initial subscription fee for any reason within the first 30 days of membership by written notice. All refunds must be requested in writing and directed to jcarroll@advadm.com. If a refund request is timely received, Member shall be removed from the membership list and all Advantage MSO services will be

cancelled as of the date of the refund request. Except as expressly set forth above, subscription fees are nonrefundable. Membership will automatically renew without notice for one year at the then-current subscription fee using the credit card, debit card or other payment information on file with Advantage MSO. Such renewal payment will take place on or about Member's annual renewal date, and Member's subscription will continue, and Member's payment method will be charged the annual subscription fee until Member cancels its subscription. Advantage MSO reserves the right, at any time, to modify its subscription fees and billing methods upon written notice.

3. **Vendor Agreements.** Member authorizes Advantage MSO to negotiate the terms of and enter into agreements with Preferred Vendors setting out the preferred pricing terms for Services that will be made available to Advantage MSO Members; to cancel or modify any Preferred Vendor agreements as it deems necessary, advisable or appropriate; and to receive from Preferred Vendors data and information relating to Services acquired by Member from any Preferred Vendor. Member shall not be a party to any such agreements between Advantage MSO and its Preferred Vendors. Advantage will use commercially reasonable efforts to promote and market Preferred Vendors' Services to Members, including designation as a Preferred Vendor for the Services on the Administrative Advantage MSO™ website and in Member marketing materials and communications; referrals of Members to Vendor and/or recommendations of Vendor and its Services to Members; and other internal and external marketing activities or initiatives that may be developed and implemented at Advantage MSO's discretion. Member acknowledges that, in some cases, Advantage will receive payment of rebates or fees from Preferred Vendors in consideration of their right to participate as a Preferred Vendor in the Advantage MSO network. Such amounts may be calculated based on the dollar amount of Services purchased, licensed or leased by Member from such Preferred Vendor; the amount of any preferred pricing discount provided to Member, or such other basis as may be negotiated by Advantage MSO and a Preferred Vendor on a case-by-case basis. Advantage MSO will use commercially reasonable efforts to maintain its Preferred Vendor network and replace Preferred Vendors who no longer participate in the Advantage MSO program with comparable substitutes; however, Advantage MSO makes no representations or guarantees with respect to the availability of any Preferred Vendor; the scope of available Services, or the nature, amount, or availability of the preferred pricing or discounts offered by any Preferred Vendor. Comparable services may be available to Member from its existing or third-party vendors on terms equal to or more favorable than those offered by Preferred Vendors.

4. **Vendor-Member Relationship.** Notwithstanding anything to the contrary in this Agreement, any transaction or agreement between a Preferred Vendor and Member shall be an independent agreement subject to mutual agreement and discretion of both Preferred Vendor and Member. Advantage MSO shall not be a party to any such transaction or agreement, and does not guarantee that Member will engage Preferred Vendor to provide Services, or that any Preferred Vendor will provide Services to Member or that Services will be made available or provided to Member. Members may engage third party vendors outside the Advantage MSO network and acquire Services from other sources in their discretion, and Preferred Vendors may decline to provide Services to Member at their discretion. Member's engagement of Vendor or acquisition of Vendor's Services shall be on a voluntary basis subject to such terms as may be mutually agreed between Member and Vendor, subject to the then-current preferred pricing terms offered by Preferred Vendor. In no case shall Advantage MSO be a party to or guarantor of any such Member – Preferred Vendor agreement. Preferred Vendors shall be solely responsible for provision and quality of Services rendered; communications and administration of relationships with Members regarding same; billing and collecting of any amounts due for Services rendered; and all other aspects of Preferred Vendor's relationship with Member.

5. **Warranties.** ADVANTAGE MSO MAKES NO REPRESENTATIONS OR WARRANTIES REGARDING PREFERRED VENDOR SERVICES IN TERMS OF ITS CORRECTNESS, ACCURACY, RELIABILITY, AVAILABILITY OR OTHERWISE. ADVANTAGE EXPRESSLY DISCLAIMS ANY AND ALL WARRANTIES, EXPRESS OR IMPLIED INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF DESIGN, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, NON-INFRINGEMENT, AND ANY WARRANTIES ARISING

FROM A COURSE OF DEALING, USAGE, OR TRADE PRACTICE. TO THE FULLEST EXTENT PERMITTED BY LAW, MEMBER RELEASES ADVANTAGE MSO FROM ANY AND ALL LIABILITIES OR CLAIMS ARISING FROM ANY DEFAULT BY A PREFERRED VENDOR UNDER ITS AGREEMENT WITH MEMBER, OR ANY NEGLIGENCE, WILLFUL MISCONDUCT, OR OTHER ACT OR OMISSION BY A PREFERRED VENDOR IN CONNECTION WITH THE PROVISION OF SERVICES TO MEMBER.

6. **Limitation of Liability.** TO THE FULL EXTENT PERMITTED BY LAW, MEMBER ACKNOWLEDGES AND AGREES THAT ADVANTAGE MSO WILL NOT BE LIABLE FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL, PUNITIVE, COMPENSATORY, CONSEQUENTIAL OR EXEMPLARY DAMAGES (EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES) (COLLECTIVELY, “DAMAGES”), ARISING FROM OR IN ANY WAY RELATING TO THIS AGREEMENT, MEMBER’S MEMBERSHIP IN ADVANTAGE MSO AND/OR THE USE OR INABILITY TO USE THE ADVANTAGE MSO NETWORK OR SERVICES. TO THE EXTENT ADVANTAGE MSO IS FOUND LIABLE FOR ANYTHING RELATED TO THIS AGREEMENT OR THE USE OF SERVICES, ADVANTAGE MSO’S LIABILITY FOR DAMAGES WILL NOT EXCEED THE TOTAL AMOUNT OF SUBSCRIPTION FEES RECEIVED FROM MEMBER.

7. **Term and Termination.** The Term of this Agreement shall commence on the Effective Date and continue for a period of one year, subject to automatic renewal for successive one-year Terms. Either Party may terminate this Agreement (a) at the end of the initial or any renewal Term by delivering written notice of termination to the other Party at least 30 days prior to the last day of the then-current Term; (b) in the event of a material breach of this Agreement by the other Party, subject to 30 days’ written notice of default and right to cure; (c) at any time by mutual agreement of the Parties; or (d) by either Party if the other Party becomes insolvent or makes an assignment for the benefit of creditors; a petition is brought by or against the other Party under any bankruptcy or insolvency laws seeking any reorganization, arrangement, liquidation, dissolution or similar relief; or if a receiver is appointed for the other Party or its assets. Advantage MSO may terminate this Agreement at any time by giving at least thirty (30) days’ prior written notice to Member.

8. **Indemnification.** Member shall indemnify and hold harmless Advantage MSO and its owners, directors, officers, employees, insurers, attorneys, affiliates, and agents from and against all losses, liabilities, claims, damages, penalties, costs and expenses, including attorneys’ and expert witness fees and other legal expenses, arising from any negligent act or omission, willful misconduct, or breach of this Agreement by Member, or any claims resulting from a failure to pay for Services purchased by Member.

9. **Compliance.** Member shall be responsible for monitoring and ensuring compliance with all federal, state, or local laws, rules and regulations applicable to Member or its acquisition or use of Services from any Preferred Vendor including, but not limited to, all laws governing reimbursement for health care services or products; the Health Insurance Portability and Accountability Act of 1996 (“HIPAA”); Occupational Safety and Health Administration (“OSHA”); and all state and federal laws related to the prohibition of payment for referrals, physician self-referrals and antitrust violations. Such laws may include, but are not limited to, applicable provisions of the Medicare Act (including the “anti-kickback” statute as set forth at 42 USC section 1320a-7b(b) and the Stark Legislation (42 USC section 1395nn, et seq., and regulations promulgated there under). Member will execute any agreements or instruments as may be reasonably required to comply with HIPAA or other applicable law. Member warrants that all Services acquired from Preferred Vendors will be for its own use in the provision of health care or other services by the Member and not for resale or distribution to third parties other than in the course of furnishing such services.

10. **Notices.** All notices, requests, and other communications required under this Agreement shall be in writing and shall be deemed to have been given (i) on the date of service, if served personally on the Person to whom notice is given or directed, (ii) on the date of receipt, if sent by facsimile or electronic

transmission to the person to whom notice is to be given at the facsimile number or electronic mail address set forth below, (iii) on the third day after mailing, if mailed to the person to whom notice is to be given, by registered or certified mail, postage and charges prepaid and properly addressed as follows:

To Advantage MSO at:

Joseph F. Carroll, III
President & CEO
Advantage Administration, Inc.
401 Congress Ave, Ste. 1540
Fax - 866-217-4214
jcarroll@advadm.com

To Member at the current email address registered by Member on the Advantage MSO website.

11. **Miscellaneous.** This Agreement will be construed in accordance with and governed by Texas law (without reference to its rules as to conflicts of law). The Parties irrevocably submit to the exclusive jurisdiction of any state or federal court in Travis County, Texas, with respect to any action or proceeding arising out of or relating to this Agreement. The Parties consent to and grant to any such court jurisdiction over the persons of such Parties and over the subject matter of any such dispute. In any dispute arising from this Agreement, the prevailing party shall be entitled to recover reasonable and necessary attorneys' fees and litigation costs (including reasonable expert witness fees) from the non-prevailing party. This agreement may be assigned by Advantage MSO without restriction and by Vendor with Advantage MSO's written consent. Subject thereto, this Agreement shall be binding upon and inure to the benefit of the Parties and their respective successors, agents, representatives, associated entities and assigns. This Agreement constitutes the entire agreement between the Parties pertaining to the subject matter contained herein, and supersedes all prior and contemporaneous agreements, representations, and understandings of the Parties with regard thereto. No supplement, modification or amendment of this Agreement shall be binding unless executed in writing by the Parties to this Agreement. In order to access and use Advantage MSO membership, Member must read and accept all of the terms and conditions in this Agreement. This Agreement may be modified by Advantage MSO from time to time in its discretion, and Member will receive notice if modifications to the Agreement are made.