

LIMITED LICENSE AGREEMENT

This Limited License Agreement (this “**Agreement**”) is entered into effective the date of the last signature (the “**Effective Date**”) by and between Firstsource Solutions USA, LLC, a limited liability company organized in the state of Delaware, with an address at 10400 Linn Station Rd., Suite 100, Louisville, KY 40223, and a telephone number of 502-499-0855 (“**Licensee**”) and Experian Health, Inc. with an address at 720 Cool Springs Blvd, Suite 200, Franklin, TN 37067 (“**Experian Health**”).

RECITALS

A. Experian Health provides certain software services (“**Experian Health Products**”) to its customer San Bernardino County on behalf of Arrowhead Regional Medical Center (“**Customer**”), pursuant to the terms of the Customer Agreement between Experian Health and Customer (the “**Customer Agreement**”).

B. Licensee also provides services to Customer, including commercial collections and follow up (the “**Licensee Services**”).

C. Licensee has indicated that certain of its employees require access to certain of the Experian Health Products: ClaimSource (the “**Licensed IP**”) to provide the Licensee Services, and Customer has requested that Experian Health provide this access.

D. Experian Health agrees to give the Licensee Employees (as defined below) access to the Licensed IP through a login credential (the “**Credential**”) for the sole purpose of allowing Licensee to provide the Licensee Services as provided herein.

AGREEMENT

For good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

1. **License; Access.**

(a) Subject to the terms and conditions of the Customer Agreement, and for so long as Customer is not in breach of the terms and conditions of the Customer Agreement and for so long as neither Customer or Licensee are in breach of this Agreement, Experian Health grants Licensee a limited, royalty-free, non-exclusive, non-transferable, non-sublicensable license (the “**License**”) to use the Licensed IP solely as necessary to provide the Licensee Services. The License will permit access to the Experian Health Products specified in the Agent Access Form, attached hereto as Exhibit A.

(b) Licensee shall provide the Credential only to Licensee’s employees providing the Licensee Services (the “**Licensee Employees**”) and will otherwise prohibit any of its other personnel from accessing the Licensed IP. Licensee will not disclose the Licensed IP to others or use it in any way except to provide the Licensee Services to Customer and will take all actions necessary to protect the Licensed IP from unauthorized disclosure or use.

(c) Notwithstanding anything else in this Section, Licensee may not: (i) reverse engineer the Licensed IP; (ii) use the Licensed IP for any commercial purpose other than that expressly permitted by this Agreement; (iii) sell, lease, license or sublicense the Licensed IP; (iv) provide, disclose, divulge or make available to, or permit use of the Licensed IP by any third party; (v) create derivative works from the Licensed IP; (vi) give copies of the Licensed IP to any other party including parent or sister company(ies), subsidiaries, or contractors; (vii) reproduce the Licensed IP or user documentation; (viii) interfere or attempt to interfere with the Licensed IP in any way; (ix) engage in spamming, mailbombing, spoofing or any other fraudulent, illegal or unauthorized use of the Licensed IP; or (x) introduce into or transmit through the Licensed IP any virus, worm,

trap door, back door, timer, clock, counter or other limiting routine, instruction or design. Licensee will not copy or modify all or any part of the Licensed IP except as expressly permitted in this Agreement. Licensee will not alter any trademark, copyright notice, or other proprietary notice on the Licensed IP or any user documentation.

(d) Experian Health owns all right, title and interest in and to the Licensed IP and, except for the License, no other licenses are granted hereunder.

2. Confidentiality.

(a) All information pertaining to the Licensed IP or any other Experian Health product or service shall be treated as Experian “Confidential Information,” including: (a) all information relating to, or contained within, Experian Health’s databases and software, including but not limited to the Licensed IP or any other Experian Health product or service, and specific applications of other software used or developed in Experian Health’s business, and (b) all technical information, designs, processes, procedures, and improvements, and any portion or phase thereof, related to any Experian Health product or service whether or not patentable.

(b) Receiving Party shall not use, disclose or disseminate Confidential Information to any person, including any employee, agent, or third-party affiliate, except as necessary to fulfill the limited purpose set forth in Section 1. Receiving Party shall cause such persons receiving the Confidential Information to be made aware of and to abide by the terms no less stringent than those of this Section. Licensee agrees that it will not in breach of this section create any computer software programs, computer systems or documentation which are functionally, visually, or otherwise identical or substantially similar to the Licensed IP or any other Experian Health product.

(c) The obligations of this Section shall survive the termination of this Agreement for a period of three years.

3. Information Security. Intentionally omitted.

4. Termination or Revocation of License. Unless extended in a writing signed by the parties, the License will terminate upon the earliest of (a) termination of the Licensee Services, (b) Experian Health’s receipt of direction from Customer to terminate the License, and (c) Customer ceasing to be a customer of Experian Health. Notwithstanding the foregoing, Experian Health may revoke the License at any time effective upon written notice to Licensee and may effect such revocation by disabling the Credential or otherwise. Upon such termination or revocation, Licensee must immediately destroy all embodiments of the Licensed IP in its possession and upon request from Experian Health, an officer of Licensee must certify in writing that such destruction has occurred upon completion of same. The Licensee may immediately terminate this Agreement, upon Customer terminating the agreement with the Licensee relating to the License. Notwithstanding the foregoing, the Licensee may terminate this Agreement for convenience after providing thirty (30) days prior written notice to Experian Health of its intent to terminate.

5. Compliance with Laws. Each party represents and warrants that it will comply with all applicable local, state and national laws and regulations pertaining to its performance and obligations under this Agreement. Experian Health also represents and warrants that it has obtained all licenses, permits or other authorizations necessary for the provision of the License hereunder. Either party’s failure to comply with any applicable law or regulation shall constitute a material breach of this Agreement.

6. Audit Rights. In addition, Experian Health shall upon thirty (30) days prior written notice have the right to audit Licensee to assure compliance with the License terms of this Agreement. Licensee shall provide reasonable cooperation in connection with such audits and access to such properties, records, and personnel as Experian Health may reasonably require for such purpose. Any such audit shall be subject to the following limitations: (i) the inspection shall not occur more than once annually (unless required by law); (ii) if Experian Health’s authorized representative is a third party, such third party shall be mutually agreed by the parties and

execute appropriate non-disclosure agreements, and, in any case, shall not be competitors of the Licensee; (iii) the audit shall be conducted during normal business hours without disrupting Licensee's operations, (iv) the scope of the audit to be mutually agreed between the parties, with no commercial sensitive information (such as pricing and cost) being subject to any audit, and (v) Experian Health or its third party representatives shall comply with any and all security and confidentiality guidelines and policies of Licensee during such audit.

7. **Warranties and Disclaimer of Warranty.**

EXCEPT AS SET FORTH UNDER THIS AGREEMENT, THE LICENSED IP IS PROVIDED AS-IS AND WITHOUT ANY WARRANTIES. EXCEPT AS SET FORTH UNDER THIS AGREEMENT, EXPERIAN HEALTH DISCLAIMS ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND ANY ARISING OUT OF COURSE OF DEALING, USAGE OR TRADE.

8. **Limitation of Liability.**

NOTWITHSTANDING ANYTHING CONTAINED IN THIS AGREEMENT, NEITHER EXPERIAN HEALTH NOR LICENSEE SHALL HAVE ANY LIABILITY FOR INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL, OR PUNITIVE DAMAGES ARISING FROM THE PERFORMANCE OR NONPERFORMANCE OF THIS AGREEMENT, WHETHER SUCH CLAIM IS BASED IN CONTRACT, TORT OR ANY OTHER LEGAL THEORY. WITH RESPECT TO THIS AGREEMENT, THE TOTAL AGGREGATE LIABILITY OF LICENSEE TO EXPERIAN HEALTH WILL BE LIMITED TO DIRECT DAMAGES AND THE AGGREGATE DAMAGES SHALL NOT EXCEED THE TOTAL FEES PAID TO EXPERIAN HEALTH BY THE LICENSEE UNDER THIS AGREEMENT DURING THE TWELVE MONTHS PERIOD IMMEDIATELY PRECEDING THE CLAIM.

9. **Indemnification.** Licensee do hereby indemnify and shall hold harmless (including all reasonable costs of litigation and reasonable attorneys' fees) Experian Health, its corporate affiliates, and any employee or agent thereof against all liability to third parties arising from the unauthorized use or access of the Experian Health Product(s) granted to Licensee under this Agreement.

10. **Offshoring.** Neither Licensee nor any party or individual under Licensee's control shall transfer, store, maintain, process or access any Confidential Information outside of the United States.

11. **Right to Access Experian Health Products.** Licensee understands that, in accordance with applicable law, Experian Health must evaluate and approve Licensee's right to receive Experian Health Products prior to permitting Licensee's access to the Licensed IP and/or any Experian Health Products. As such, Licensee agrees to provide Experian Health, in a timely manner, with any information or documentation required by Experian Health. Licensee acknowledges and agrees that Licensee's access to the Licensed IP and/or any Experian Health Products will be contingent upon Experian Health's approval of Licensee's application to access such Licensed IP and/or Experian Health Products.

12. **Notice.** Any notice, request, demand, waiver, consent, approval or other communication permitted or required under this Agreement shall be in writing and shall be deemed given only if delivered by hand or by a postal delivery service that maintains records of delivery including overnight express mail, addressed to the parties at their respective addresses specified in accordance with this Section. Any notice given under this Agreement shall be deemed to have been given as of the date delivered if sent by hand or upon receipt if delivered by a delivery service. This Section is not intended to govern the day-to-day business communications necessary between the parties in performing their obligations under the terms of this Agreement.

If to Licensee:

Firstsource Solutions USA, LLC
10400 Linn Station Road, Suite 100,
Louisville, KY 40223

Copy to Email: legal@na.firstsource.com

Attn: Legal Department

If to Experian Health:

Experian Health, Inc.
Attn: Legal Department
720 Cool Springs Blvd., Suite 200
Franklin, TN 37067

13. **Severability:** The parties acknowledge and agree that if any of the provision of this Agreement is deemed invalid, void, illegal, and unenforceable that provision stands severed from this Agreement and the remaining provisions of this Agreement shall remain valid and enforceable.

14. **Non-Assignment:** Neither party shall assign or transfer its rights and obligations under this Agreement without the prior written consent of the other party.

15. **Waiver:** No delay or failure of any party in exercising or enforcing any of its rights or remedies whatsoever shall operate as a waiver of those rights or remedies or so as to preclude or impair the exercise or enforcement of those rights or remedies. No single or partial exercise or enforcement of any right or remedy by any party shall preclude or impair any other or further exercise or enforcement of that right or remedy by that party. Save as expressly provided in this Agreement neither party shall be deemed to have waived any of its rights or remedies whatsoever unless the waiver is made in writing, signed by a duly authorized representative of that party. Unless otherwise expressly stated any waiver shall be effective only in the instance and for the purpose for which it is given.

16. **Entire Agreement:** This Agreement contains the entire understanding of the parties with regard to provision of the License and supersedes all previous correspondence / agreements / understanding. Any amendment, modification, change or revision to this Agreement as mutually agreed between the parties hereto shall be made in writing.

17. **Non-Exclusive Agreement:** This Agreement is on a non-exclusive basis and Experian Health shall not have any exclusive right to provide the License to Licensee. Licensee shall be free to engage any other service provider/s to provide similar to license or any part thereof to any other person/s.

18. **Electronic Signatures:** This Contract may be executed in any number of counterparts, each of which so executed shall be deemed to be an original, and such counterparts shall together constitute one and the same Contract. The Parties shall be entitled to sign and transmit an electronic signature of this Contract (whether by facsimile, PDF or other mail transmission), which signature shall be binding on the party whose name is contained therein. Each party providing an electronic signature agrees to promptly execute and deliver to the other party an original signed Contract upon request.

The parties have executed this Limited License Agreement as of the Effective Date.

[Signature page follows]

LICENSEE:

FIRSTSOURCE SOLUTIONS USA, LLC

By: _____
Name: Venkatgiri Vandali _____
Title: President _____
Address: 10400 Linn Station Road, Suite 100 _____
Louisville KY 40223 _____
Email: _____

EXPERIAN HEALTH, INC.

By: _____
Name: Jeff Corley _____
Title: Senior Director – Operations _____
Address: 720 Cool Springs Blvd., Suite 200 _____
Franklin, TN 37067 _____
Email: Contract&Setup@experianhealth.com _____

Customer signs below to acknowledge the provisions relevant to Customer in the Agreement and to acknowledge that Customer is solely responsible for paying any transaction fees generated by Licensee while using the Licensed IP. Finally, Customer acknowledges that by granting the License to Licensee Experian Health has waived certain access restrictions set forth in the Customer Agreement. Customer understands such waiver applies only to Licensee and is limited strictly to the License.

**SAN BERNARDINO COUNTY ON BEHALF
OF ARROWHEAD REGIONAL MEDICAL
CENTER, CUSTOMER**

By: _____
Name: Dawn Rowe _____
Title: Chair, Board of Supervisors _____

Third Party Product Access Form

Once fully completed, please return this form to Contract&Setup@experianhealth.com.

Customer agrees, by submitting this form, that the terms of the Parties' Agreement apply to any use of Experian Health products or services by a third-party agent on behalf of the Customer. If Experian Health grants access upon review of and in reliance on this Form, such action shall signify its approval of this request for third party access for the listed products.

Question	Answer
1. Customer name (Please provide full legal entity name and Salesforce admin ID.)	Arrowhead Regional Medical Center Admin ID118032
2. List name, title and email of the Customer contact who authorized this request and confirmed this Form's content.	Ashley LeichterRevenue Cycle Manager, leicHLita@armc.sbcounty.gov 909-777-0727
3. List third party agent needing access (Please provide full third-party legal name, address and telephone number.)	Firstsource Solutions USA, LLC 10400 Linn Station Rd., Suite100 Louisville, KY 40223 310-918-3404
a. Provide third party contact information (i.e., name, phone number and email address).	Dan Hess 310-918-3404 Dan.Hess@Firstsource.com
4. List all Experian products for which access is requested*	ClaimSource
5. Describe which services the third party is providing to Customer which leverage the Experian product(s) requested herein.	Commercial Collections/Follow up
6. State whether the third-party use case requires a direct integration with Experian Health. (Yes/No)	No
7. Does the third party need its own login information? If yes, will more than one login credential be required?	Yes, we will need at least three login's. I am unsure about credential?
8. Does the Customer have a BAA in place with the third party? (If no, Experian Health will not be able to transmit Customer PHI).	YES
9. What are the starting and ending IP addresses? (only necessary if the third party is requesting access to Collections Optimization or Patient Financial Clearance)	n/a
10. Will the third party access, process or otherwise use the Experian Health products outside of the United States? If so, where?	No

*Note – if FCRA-regulated or GLBA-regulated products are requested, Customer and the Third-Party Agent must sign an Agency Addendum in addition to completing this Form before access to the requested products will be granted.

EXHIBIT A