



2310 Paseo Del Prado, Suite 208  
Las Vegas, NV 89102  
(702) 735-5525  
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**TERMS AND CONDITIONS  
SUBMITTER SERVICE AGREEMENT**

HCRnet, Inc. (HCR) shall provide the Electronic Data Interchange (“EDI”) products and services selected below subject to the following terms and conditions.

Submitter Name: \_\_\_\_\_ Tech. Contact: \_\_\_\_\_  
Address: \_\_\_\_\_ Title: \_\_\_\_\_  
\_\_\_\_\_ Telephone: \_\_\_\_\_  
\_\_\_\_\_ Federal Tax ID: \_\_\_\_\_ Bus. Contact: \_\_\_\_\_  
Telephone: \_\_\_\_\_ Title: \_\_\_\_\_  
Facsimile: \_\_\_\_\_ Telephone: \_\_\_\_\_

HCR EDI Services (select all applicable transactions)

- \_\_\_\_\_ Medical/Hospital Claims/Encounters (All EDI Claims) @ \$ \_\_\_\_\_ each
- \_\_\_\_\_ Claims printed to paper (includes shipping/postage) @ \$ \_\_\_\_\_ each

A. Submitter’s Right to Use the HCR Products and Services:

1. Subject to the terms and conditions of this Service Agreement, HCR grants to Submitter a non-exclusive license right for the term of this Service Agreement to use the HCR Products and Services for transactions being submitted by Submitter or any of its Affiliates, No rights are granted to the HCR Products or Services except as explicitly set forth in this Service Agreement.
2. HCR’s proprietary software and other related products and services are licensed, not sold, to Submitter. Submitter is granted a non-exclusive and non-transferable right to use this software subject to the terms and conditions of this Service Agreement for the good and valuable consideration of Two Hundred Fifty Dollars (\$250.00) installation and Fifty Dollars (\$50.00) a month support fee. Submitter agrees that the software belongs to HCR, and the Submitter hereby agrees to use its best efforts to prevent and protect the contents of the software from unauthorized use. Submitter further acknowledges the software is the sole and exclusive property of HCR; that the software and all parts and components thereto constitute valuable assets, trade secrets and proprietary rights of HCR; and that neither legal nor equitable title to the software passes to Submitter under the terms of this Service Agreement or under any other agreement.

B. Representations, Warranties, and Limitations of Liability:

1. HCR shall use commercially reasonable efforts to provide Submitter with HIPAA-compliant services as the promulgation and enactment of HIPPA regulations evolve. HCR further expressly represents and warrants that it shall abide by any security mandates imposed by HIPAA and defined by Submitter to protect the privacy of medical records and the like.
2. HCR shall use commercially reasonable efforts to ensure the accuracy, integrity and reliability of Submitter’s data while any such data is under the control or dominion of HCR; Submitter hereby acknowledges and understands that HCR transmits information to interconnecting networks, and that inaccuracies may occur, resulting in possible loss of data. HCR makes no warranties of any kind, express, implied or statutory concerning the accuracy of data or information available once it has been transmitted by HCR into said interconnecting networks. Submitter understands that the use of HCR’s software and any other data or information transmitted using that product, will be completely at Submitter’s own risk.

3. HCR makes no other representation or warranties, express or implied, with respect to the Service Agreement, or with respect to the subject matter hereof. By way of example, but not of limitation, HCR makes no representations or warranties of merchantability or fitness for any particular purpose regarding HCR's software or enhancements thereto.
4. HCR does not warrant that the functions contained in its software will meet the Licensee's requirements to operate in combinations which may be selected for use by you or that operation of the software will be uninterrupted or it will be error free.
5. HCR will not be held to any liability with respect to any claim by Submitter, Submitter's affiliates or any third party on account of, or arising from, the use of the software or enhancements thereto, including, but not limited to, any liability for any incidental or consequential damages, loss of profits or goodwill.
6. HCR shall in no event be liable to Submitter or any other entity for incidental, consequential or any other indirect loss or damage arising out of this Service Agreement regardless of the cause of action and whether or not HCR was advised of the possibility of such claims.
7. HCR has no liability for any claim or loss, damage or expense from any cause whatsoever. This clause shall survive failure of an exclusive remedy. No action or proceeding under this Service Agreement may be commenced more than one (1) year after the cause of action accrues. Submitter understands that the cumulative liability of HCR for any and all claims relating to the services provided by HCR, in contract, tort, or otherwise, shall not exceed the total amount of the transaction/service fees paid to HCR for services within the prior year.
8. Submitter agrees that HCR shall have no liability for the services, data or information made available to Submitter, including any liability for any consequential, indirect, special or incidental damages regardless of the success or effectiveness of other remedies.

C. Fees:

1. Invoices for transaction fees identified above shall be submitted by HCR to Submitter on or about the 15<sup>th</sup> day of each calendar month with respect to the HCR services during the preceding month. Each HCR invoice for transaction fees shall identify the transaction types, volumes and applicable total charge represented by the amount invoiced. Payment for each invoice shall be due within 30 days of the date of such invoice, except as otherwise provided for in this Service Agreement. If Submitter fails to make payment with respect to any invoice by its due date, a late charge equivalent to 1.5 % per month, or the maximum rate permitted by applicable law if less, shall apply to the unpaid balance while any such amount remains outstanding. HCR reserves the right to suspend use of HCR services at any time if past due invoices are not paid within 10 days following notice by HCR of such past due amounts, and all costs of collection, including reasonable attorney's fee shall be paid by Submitter. Special projects requested by submitter will be billed at One Hundred dollars (\$100) per hour.

D. Term:

1. The initial term of this Service Agreement shall commence on the Effective Date and shall continue for a period of one (1) year thereafter. This Service Agreement shall then automatically renew for additional one year terms unless either party gives notice to the other 90 days before the end of the next expiration date of its decision not to renew this Service Agreement.

E. Miscellaneous:

1. This Service Agreement and any of its terms or provisions shall be interpreted and construed under the laws of the State of Nevada. Any claim or disputes arising out of or related to this Service Agreement shall be settled by arbitration in accordance with the rules of the American Arbitration Association in the City of Las Vegas, Nevada.
2. Neither party shall be in default or otherwise liable for any delay in, or failure of its performance under the Service Agreement, if such delay or failure arises by any reason beyond its reasonable control, including any act of God, or any act or failure to act by the other party or such other party's employees, agents or contractors; provided, however, that lack of funds shall not be deemed to be a reason beyond a party's reasonable control. This Service Agreement represents the complete agreement between HCR and Submitter, and supersedes any other written or oral agreement.

**I HAVE READ AND UNDERSTAND THE TERMS OF THIS SERVICE AGREEMENT AND AGREE TO ABIDE BY THEM.**

**FOR SUBMITTER:**

**FOR HCR:**

Signed: \_\_\_\_\_  
 Print Name: \_\_\_\_\_  
 Title: \_\_\_\_\_  
 Effective Date: \_\_\_\_\_

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