



ONLINE ACCESS AGREEMENT FOR PROVIDER SELF SERVICE

1. GENERAL

This Online Access Agreement for Provider Self Service ("Agreement") is a legal agreement between you and Central Health. It states the terms and conditions under which you may access Central Health's system and use the online services that Central Health makes available through that system ("Service") and use the software necessary to connect to the Service ("Software"). Service includes access to an online virtual eligibility platform to employees of Contracting Providers to be used to determine the eligibility of patients seeking services.

PLEASE READ THE FOLLOWING TERMS AND CONDITIONS CAREFULLY. BY SELECTING "I AGREE", YOU AGREE TO BE LEGALLY BOUND AND TO ABIDE BY THIS AGREEMENT AS IF YOU HAD SIGNED IT.

2. ACCESS AND LICENSE

(a) Access. Central Health hereby grants you access to its system and the right to use the Service subject to the terms of this Agreement.

(b) License. Central Health hereby grants you a nonexclusive, personal, nontransferable license to use the Software, in executable form only, solely for the purpose of accessing Central Health's system and using the Service. You may not (a) modify or otherwise create derivative works, (b) translate, reverse engineer or reverse compile, or disassemble, (c) sell, rent, sublicense, assign, or otherwise transfer, or distribute, the Software or this license.

(c) Restricted Use. It is your responsibility to safeguard your login and password required to access the system. Your right to authorize others to use your account is not assignable or transferable.

3. CHANGES

The Service, Central Health's system, and this Agreement may change from time to time. Central Health reserves the right, at Central Health's sole discretion and without prior notice or liability, to discontinue or alter the Service or any feature of the Service including, without limitation, (a) restricting the time of availability, (b) restricting the availability and/or scope of the Service for certain types of computers and operating systems, (c) restricting the procedures for or amount of access or use permitted, (d) restricting or terminating any user's right to access and use the Service, and (e) changing system hardware and software. By continuing to use the Service, you



accept any such changes. If any such changes are not acceptable to you, you may terminate this Agreement at any time as described in Section 11.

4. CHARGES AND PAYMENT

There is no cost to you for Service. You are responsible for obtaining, installing, maintaining, and operating all computer access lines and for all telephone and other charges necessary to access the Service.

5. SYSTEM RULES

(a) You agree to supply Central Health with accurate and complete information as specified on the online registration form and to inform Central Health promptly of any change in such information.

(b) You are responsible for all use of your account. You must promptly inform Central Health of the loss, theft, or unauthorized disclosure or use of your login or password. Until you notify Central Health of such a breach of security, you remain liable for any unauthorized use of the Service through your account.

(c) The Service and Software may only be used for lawful purposes and consistent with the rights of other users and third parties. Without limiting the foregoing, the Service and Software shall not be used in a manner that would violate any law or infringe any copyright, trademark, trade secret, right of publicity, right of privacy, or any other right of any third party, or for the purpose of transmitting or storing material that is obscene or defamatory.

(d) Central Health reserves the right to refuse to provide access to the Service to anyone.

6. DISCLAIMER; LIMITATION OF LIABILITY

THE SERVICE IS PROVIDED ON AN "AS IS", "AS AVAILABLE" BASIS. CENTRAL HEALTH DOES NOT MAKE, AND EXPRESSLY DISCLAIMS, ANY AND ALL WARRANTIES, EXPRESS OR IMPLIED, IN REGARD TO ANY INFORMATION, PRODUCT, OR SERVICE FURNISHED BY IT UNDER THIS AGREEMENT, INCLUDING WITHOUT LIMITATION ANY AND ALL IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. IN NO EVENT SHALL CENTRAL HEALTH BE LIABLE FOR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL, OR PUNITIVE DAMAGES, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

7. INDEMNIFICATION

You agree to indemnify and hold Central Health, its officers, directors, employees, and agents harmless from and against any claims and expenses (including



reasonable attorney's fees) arising out of or related to any violation of this Agreement or use of your account.

8. PRIVACY

(a) You agree to only access Services to identify information on those individuals who are MAP patients, and only for the purpose of determining whether the patient is eligible for services or whether eligibility or termination has been processed by Central Health. You agree that misuse of Services will result in termination of your right to access Services and may result in other penalties or legal action.

(b) You acknowledge that you are accessing protected health information and other confidential information (collectively, "Confidential Information") that is protected by state and federal law, and you hereby agree to keep all Confidential Information in strictest confidence in accordance with the terms and conditions of the Business Associate Agreement between Central Health and Contracting Provider. You shall at all times preserve the confidentiality of all Confidential Information and shall not at any time, in manner or form, directly or indirectly, copy, disclose, duplicate, download, license, sell, reveal, divulge, transfer, publish or communicate, in whole or in part, any such Confidential Information to any third party.

9. EDITORIAL CONTROL

Central Health reserves the right to monitor transmissions, other than private electronic communications, as necessary to provide service and otherwise to protect the rights and property of Central Health. Notwithstanding the foregoing, Central Health does not have the practical ability to restrict conduct, communication, or content that might violate this Agreement before transmission on the Service, nor can Central Health assume any liability for any action or inaction with respect to such conduct, communication, or content.

10. PROPRIETARY RIGHTS

(a) Software. The Software and any accompanying documentation and written materials are the sole and exclusive property of Central Health or its licensor and are protected by copyright and trade secret law and international treaties.

(b) Content. You acknowledge that the Service contains information, software, photos, video, graphics, sound, music, and other material ("Content") that are protected by copyright, trademark, trade secret, and other intellectual property law and that the rights in such Content are valid and protected in all forms, media, and technologies that now exist or that may be developed in the future. You may not modify, publish, distribute, transmit, transfer or sell, create derivative works, or in any way exploit any of the Content, in whole or in part. If no specific restrictions are



displayed, you may make copies of portions of the Content, including material protected by copyright, trademark, or other proprietary rights, provided the copies are made for your personal use and that you maintain any copyright, trademark, or other proprietary rights notices on the copies of the Content. Except as stated immediately above or as permitted by the fair use provision of U.S. copyright law, you may not upload, post, reproduce, or distribute any Content protected by copyright or other proprietary rights without the permission of the copyright owner.

11. TERMINATION

(a) For Any Reason. Either you or Central Health may terminate this Agreement for any reason at any time by giving the other party notice of termination. Such termination shall be effective upon receipt of notice.

(b) For Cause. Central Health may terminate this Agreement without notice for any conduct that Central Health believes in its sole discretion violates this Agreement, interferes with other users' use of the Service, or is otherwise inappropriate.

(c) Effect of Termination. Upon termination, your license to use the Software automatically terminates.

12. GENERAL

(a) Choice of Law. This Agreement and its validity, construction, and performance shall be governed in all respects by the laws of the State of Texas, without regard to its choice of law rules.

(b) No Waiver. Central Health's failure to insist upon strict performance of any of the provisions of this Agreement shall in no way constitute a waiver of future violations of the same or any other provision.

(c) Modification. This Agreement shall not be modified in any way except by a writing signed by both parties.

(d) Severability. If any provision or portion of this Agreement shall be held to be invalid, illegal, or unenforceable, the validity, legality, and enforceability of the remainder of this Agreement shall not in any way be affected or impaired thereby.

(e) Survival. The provisions of this Agreement relating to confidentiality, warranties, and indemnification shall survive any termination or expiration of this Agreement.

(f) Entire Agreement. This Agreement constitutes the entire agreement of the parties with respect to its subject matter and supersedes all existing agreements and all oral, written, or other communications between them concerning its subject matter.