

CLIENT ACCESS AND SUBSCRIBER AGREEMENT

This Client Access and Subscriber Agreement ("Agreement") is entered into as of this ____ day of _____, _____, by _____ ("Client") and IT Connections, INC. an Arizona corporation, d/b/a Priorityclaims.com ("IT Connections").

RECITALS:

A. IT Connections has developed a website on the Internet ("Priorityclaims.com") with software applications that enable registered subscribers of Priorityclaims.com to submit electronic claims for payment to the payers of certain medical benefit plans ("Plans"). The Plans that are covered by Priorityclaims.com are set forth on Exhibit "A" attached hereto and incorporated herein.

B. Client is a provider of medical services to patients of those plans whom wishes to submit electronic claims for payment to the Plans utilizing Priorityclaims.com.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

AGREEMENTS :

1. Incorporation of Recitals. Client and IT Connections incorporate the recitals herein as true statements of fact.
2. Subscription. Client hereby registers as a subscriber of Priorityclaims.com under the terms and conditions contained in this Agreement.
3. Services Provided by IT. IT Connections shall host and maintain on the Internet ("Internet" refers to the global network of computers using the TCP/IP protocol for communication) the Priorityclaims.com website with software applications that enable registered subscribers to submit electronic claims for payment to the payers of the Plans ("Claims Submission Software"). The Claims Submission Software shall include a feature that notifies Client (via e-mail) when an electronics claims submission has been electronically rejected by a Plan. IT Connections shall exercise reasonable care to prevent unauthorized third party persons or entities from gaining access to claims information submitted by Client to the website.
4. Client Equipment and Passwords. The Priorityclaims.com website is accessible to subscribers with access to the Internet using the following Internet Browsers ("Browsers" refers to a program used to provide interactive, graphic access to sites on the World Wide Web): (a) Netscape 4.0 or higher (b) Internet Explorer 4.0 or higher. Client shall provide, at its own expense, Internet access, equipment and Browser necessary to access the Priorityclaims.com website. Prior to accessing the Priorityclaims.com website and utilizing the Claims Submission Software, Priorityclaims will be creating a username for Client account and a password. Client is entirely responsible to maintain the confidentiality of its username and password and for any and all activities that occur under the Client's account. The parties acknowledge that electronic communications and software are subject to errors, tampering and break-ins. While IT connections agrees to take reasonable security precautions to avoid such occurrences on the Priorityclaims.com website, IT Connections does not guarantee or warrant that such events will not take place. Client acknowledges that IT Connections shall not be liable to Client in connection with the occurrence of any such event.
5. Payment for Claims Submitted Utilizing Priorityclaims.com Client agrees to pay IT Connections the amount of \$150 for implementation/setup, \$45 per month, \$.25 per electronic claim after the first 200 claims per month of participating plan and \$.40 per claim of non-participating plan submitted through the Priorityclaims.com website. Client will be invoiced on the last day of the month for claims submitted in said month and next month's service fee. Payment is due within 15 days of receipt of invoice.
6. Term. The initial term of this Agreement shall be for one (1) year commencing on the date it is executed by IT Connections, and except as provided below shall automatically renew for one year periods thereafter. Notwithstanding the above, either party may terminate this Agreement at any time, for any reason, by delivering thirty (30) days written notice to the other that it desires to terminate the Agreement.
7. Changes in Claims Submission Software. From time to time IT Connections may modify the Claims Submission Software or add additional features. IT Connections agrees that it will make any modifications in the Claims Submission Software available to Client via the Priorityclaims.com website at no additional charge to Client. IT Connections shall make any additional features to the

Claims Submission Software available to Client at the rate charged by IT Connections to other subscribers for that feature.

8. Client Warranty and Indemnification. Client represents and warrants to IT Connections that all claims submitted by Client utilizing the Priorityclaims.com website shall be accurate and comply with all requirements imposed by the Plans and all federal and state laws governing the payment of medical benefit claims. Client agrees to indemnify, hold harmless and defend IT Connections, its directors, officers, employees and agents from and against any action, claim, demand, dispute, or liability, including attorney's fees, arising from or relating to any claim submitted by Client utilizing the Priorityclaims.com website and Claims Submission Software.
9. Limitation of Liability; Force Majure . Client acknowledges that the Priorityclaims.com website and Claims Submission Software are inherently complex and may not be completely free of error, and that IT Connections assumes no responsibility for obsolescence of the Priorityclaims.com website or Claims Submission Software. IT Connections liability arising out of this Agreement shall be limited to a refund of the payment(s) made by Client for a claim(s) made by Client utilizing the Priorityclaims.com website and Claims Submission Software. In any event, Client specifically agrees that in no event shall IT Connections be liable to Client for any lost profits, incidental, special, exemplary, punitive, indirect or consequential damages, even if IT Connections knows or has been advised of the possibility of such damages, arising out of or in any way connected with the use or performance of the Priorityclaims.com website or Claims Submission Software, or with the delay or inability to use the Priorityclaims.com website or Claims Submission Software or otherwise. Neither of the parties hereto shall be liable for damages for any delay or default in performance during the term hereof if such delay or default is caused by conditions beyond its control, including, but not limited to, acts of God, Government restrictions, continuing domestic or international problems such as wars or insurrections, strikes, fires, floods, work stoppages, power outages, viruses, denial of service attacks, and embargoes.
10. Waiver and Amendment. No waiver, amendment or modification of any provision hereof shall be effective unless in writing and signed by the party against whom such waiver, amendment or modification is sought to be enforced. No failure or delay by either party in exercising any right, power or remedy hereunder shall operate as a waiver of any such right, power or remedy.
11. Assignment. Either party may assign this Agreement to an entity, which acquires, directly or indirectly, substantially all of its assets or merges with it. Except as set forth herein, neither this Agreement nor any rights hereunder, in whole or in part, shall be assignable or otherwise transferable by either party without the express written consent of the other party. Subject to the above, this Agreement shall be binding upon and inure to the benefit of the successors and assigns of the parties hereto.
12. Governing Law. The law of the State of Arizona shall govern this Agreement.
13. Integration. This Agreement, including any attached Exhibits, constitutes the final, complete and exclusive agreement of the parties concerning the subject matter hereof, and supersedes any other communication related thereto.
14. Severability. In the event that any provision of this Agreement shall be unenforceable or illegal, such provision shall be severed; and the entire Agreement shall not fail, but the balance of the Agreement shall continue in full force and effect. In such event, the parties agree to negotiate in good faith a substitute enforceable and legal provision, which most nearly effects the intent of the parties in entering into this Agreement.
15. Attorney's Fees. The prevailing party in any arbitration or judicial action brought to enforce or interpret this Agreement or for relief for its breach shall be entitled to recover its costs (including its share of arbitration fees) and its reasonable attorney 's fees therein incurred.

IN WITNESS WHEREOF, each party hereto has executed this Assignment or caused it to be executed and on its behalf by its duly authorized representatives, the day and year set forth below.

IT Connections

Client

IT Connections, Inc.,
An Arizona Corporation

By: _____

By: _____

Its: _____

Its: _____

Date: _____

Date: _____