

YOUR USE OF THE CLAIMPLUS ONLINE SERVICE (INCLUDING ACCESSING THE SERVICE TO VIEW AN ELECTRONIC FILE YOU HAVE RECEIVED) IS GOVERNED BY ALL OR A PORTION OF THE THREE SETS OF LEGAL TERMS THAT APPEAR BELOW DEPENDING ON WHETHER YOU ARE A SUBSCRIBER TO THE SERVICE OR RECIPIENT OF AN ELECTRONIC FILE:

A. IF YOU ARE A SUBSCRIBER TO THE CLAIMPLUS ONLINE SERVICE WITH THE RIGHT TO GENERATE AND/OR DEPLOY PDF DOCUMENTS OR PROTECTED ELECTRONIC DOCUMENTS, THEN YOUR USE OF THE SERVICE IS GOVERNED BY (1) THE CLAIMPLUS ONLINE SERVICES AGREEMENT, AND (2) THE CLAIMPLUS ONLINE SERVICE APPENDIX.

B. REGARDLESS OF WHETHER YOU ARE A SUBSCRIBER TO THE CLAIMPLUS ONLINE SERVICE, IF YOU HAVE REACHED THIS WEBPAGE BECAUSE YOUR REGISTRATION IS NECESSARY TO ACCESS AN ELECTRONIC FILE SENT FROM ANOTHER PERSON, THEN YOUR RIGHT TO SUCH ACCESS IS GOVERNED BY THE CLAIMPLUS ONLINE RECIPIENT TERMS OF USE.

BY CLICKING TO ACCEPT THE TERMS, YOU AGREE TO BE BOUND BY THE TERMS THAT APPLY TO YOU AS DESCRIBED ABOVE.

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THE FOLLOWING TERMS (IN ADDITION TO THE CLAIMPLUS ONLINE SERVICE APPENDIX) APPLY IF YOU ARE A SUBSCRIBER TO THE CLAIMPLUS ONLINE SERVICE WITH THE RIGHT TO GENERATE AND/OR DEPLOY PDF DOCUMENTS OR PROTECTED ELECTRONIC DOCUMENTS.

#### CLAIMPLUS ONLINE SERVICES AGREEMENT

This ClaimPlus Online Services Agreement is between Nelson Group, Inc. (DBA ClaimPlus Online, ClaimPlusOnline and ClaimPlus) and its affiliates (collectively, "ClaimPlus"), and "you" (collectively, the "Parties").

You agree that this Agreement (defined below) is like any written negotiated agreement signed by you. By clicking to accept this Agreement, you agree to be bound by its terms. THIS AGREEMENT IS ENFORCEABLE AGAINST YOU AND, IF APPLICABLE TO A PARTICULAR SERVICE (DEFINED BELOW), ANY LEGAL ENTITY ON WHOSE BEHALF THE SERVICE IS USED: FOR EXAMPLE, YOUR EMPLOYER.

CLAIMPLUS MAY CHANGE, ADD, OR REMOVE ANY PART OF THIS AGREEMENT, OR ANY PART OF THE SERVICES, AT ANY TIME. IF ANY FUTURE CHANGES TO THIS AGREEMENT ARE UNACCEPTABLE TO YOU, YOU SHOULD REFUSE TO ACCEPT ANY UPDATED TERMS PROPOSED TO YOU BY CLAIMPLUS AND YOU MUST DISCONTINUE USING THE SERVICES.

#### 1. Definitions.

"Agreement" means these terms and conditions, including all attached or referenced Service Appendices (defined below) and the ClaimPlus Online [Privacy Policy](http://ClaimPlusOnline.com/go/privacy), which is located at <http://ClaimPlusOnline.com/go/privacy>, or any successor Web site thereto.

"Content" means all audio, video, multimedia, data, text, images, documents, computer programs, and any other information or materials uploaded by or on behalf of you in connection with your use of the Service.

"Information" means personally identifiable information.

"Participant" means a third party who interacts with the Services as a result of such party's relationship with or connection to you.

"Service Appendix" means an appendix to this Agreement that includes rights and obligations regarding use of a specific Service, to which you must agree to gain access to such Service.

"Service(s)" means, individually and collectively, an ClaimPlus hosted application.

"Service Term" means the period of time for which you have elected to pay for and/or use a Service.

## 2. Use of the Services.

2.1 **Your Agreement.** Your assent to this Agreement allows you to use one or more of the Services, subject to your agreement to all required Service Appendices, if any. ClaimPlus reserves the right to change the terms of this Agreement and any Service Appendix upon five (5) days' written notice to you, which such notice will be posted on a Web site(s) associated with the Services. If you do not agree to such amended terms, you may cancel your subscription to the Services, in accordance with Section 7.2 (Termination). ClaimPlus may discontinue or add new Services, aspects, or features to certain Services ("Features") from time to time at its sole discretion. You are not entitled to use such new Services or Features unless you agree to new or amended terms presented to you by ClaimPlus, if any. In addition, changes to the ClaimPlus [Privacy Policy](#) may also occur from time to time, and changes will be communicated via the CLAIMPLUS ONLINE.com Web site.

2.2 **Authority to Use Services.** You represent and warrant that you have all necessary right, power and authority to enter into this Agreement and to perform the acts required of you hereunder including having a valid license to use the software applications that generate Content, and the right to submit Content and your or a Participant's Information in connection with the Services. Otherwise, you are not permitted to submit such Content or Information to ClaimPlus or the Services.

2.3 **Access to Services.** You acknowledge that your ability to access the Services may require the payment of third party fees (such as telephone toll charges, ISP, or airtime charges) and that you are responsible for paying such fees. ClaimPlus is not responsible for any equipment you may need to be able to access the Services.

2.4 **Log-In Information.** To gain access to and use the Services, you may be required to create a CLAIMPLUS ONLINE ID and password or other log-in ID and password ("Log-In Information"). You are responsible for all activity occurring under your Log-In Information, and you must keep your Log-In

Information confidential and not share your Log-In Information with third parties. ClaimPlus has no obligation or responsibility with regard to your use, distribution, disclosure, or management of Log-In Information. Notwithstanding the foregoing, ClaimPlus may require you to change your Log-In Information if such Log-In Information is inconsistent with the terms of this Agreement.

2.5 Ability to Accept Agreement. You affirm that you are either at least eighteen (18) years of age, or an emancipated minor, or possess legal parental or guardian consent, and are fully able and competent to enter into the terms and conditions set forth in this Agreement, and to abide by and comply with this Agreement. In any case, you affirm that you are over the age of thirteen (13), as the Services are not intended for children under thirteen (13) years of age.

3. License to Use the Services. Subject to your compliance with the terms and conditions of this Agreement, ClaimPlus grants to you a non-exclusive, non-transferable, revocable right to access and use the Services.

4. Ownership of the Services and Marks. You acknowledge that ClaimPlus and its licensors own all right, title, and interest in: (a) the Services; (b) any ClaimPlus software provided in connection with the Services; and (c) all graphics, logos, service marks, and trade names, including third-party names, product names, and brand names used by ClaimPlus in connection with the Service (the "Marks"). You are welcome to send suggestions on improving the Services, but in doing so, you acknowledge and agree that such suggestions will become the property of ClaimPlus, and ClaimPlus has no obligation to compensate you for such suggestions.

5. Term and Termination.

5.1 Term. The term of this Agreement shall begin on the date you click to accept this Agreement and shall continue until all Service Appendices are terminated, as set forth below.

5.2 Termination.

5.2.1 By ClaimPlus. ClaimPlus may terminate this Agreement immediately for any breach of this Agreement by you.

5.2.2 By You. You may terminate any Service Appendix according to the terms of such Service Appendix.

5.3 Effect of Termination. Upon termination of this Agreement, you must immediately cease using the ClaimPlus Services. ClaimPlus reserves the right to delete any data files associated with Content, Information, or your or use of the Services upon termination of the Services. The following Sections of this Agreement shall survive termination of this Agreement: 1, 4, 5.3, 6-19, and specific terms set forth in a Service Appendix, if any.

## 6. Content.

6.1 Your Content. You may upload Content to the Services in connection with your use of the Services. ClaimPlus does not verify, endorse, or claim ownership of any Content, and you retain all right, title, and interest in and to the Content. Unless otherwise set forth in a Service Appendix, ClaimPlus does not store Content except as necessary for ClaimPlus to perform the Services. ClaimPlus shall make commercially reasonable efforts to block the uploading of Content to the Services that contains viruses detected by using industry standard virus detection software. Notwithstanding anything to the contrary herein, ClaimPlus has no responsibility or liability for the deletion or accuracy of Content, the failure to store, transmit or receive transmission of Content (whether or not processed by the Services), or the security, privacy, storage, or transmission of other communications originating with or involving use of the Services. Certain Features of the Services enable you to specify the level at which such Services restrict access to your Content. You are solely responsible for applying the appropriate level of access to your Content.

6.2 Your Representations and Warranties Regarding Content. You represent and warrant that (a) you are the owner, licensor, or authorized user of all Content; and (b) you will not upload, record, publish, post, link to, or otherwise transmit or distribute Content that: (i) advocates, promotes, incites, instructs, assists or otherwise encourages violence or any illegal activities; (ii) infringes or violates the copyright, patent, trademark, service mark, trade name, trade secret, or other intellectual property rights of any third party or ClaimPlus, or any rights of publicity or privacy of any party; (iii) attempts to mislead others about your identity or the origin of a message or other communication, or impersonates or otherwise misrepresents your affiliation with any other person or entity, or is otherwise materially false, misleading, or inaccurate; (iv) promotes, solicits or comprises inappropriate, harassing, abusive, profane, defamatory, libelous, threatening, obscene, indecent, vulgar, pornographic or otherwise objectionable or unlawful content or activity; (v) is harmful to minors; (vi) contains any viruses, Trojan horses, worms, time bombs, or any other similar software, data, or programs that may damage, detrimentally interfere with, surreptitiously intercept, or expropriate any system, data, Information, or property of another; or (vii) violates any law, statute, ordinance, or regulation (including without limitation the laws and regulations governing export control, unfair competition, anti-discrimination, or false advertising).

6.3 ClaimPlus Access to Content. You acknowledge that the Services are automated (e.g., Content is uploaded using software tools) and that ClaimPlus personnel will not access, view, or listen to any Content, except as reasonably necessary to perform the Services, including but not limited to the following: (a) respond to support requests; (b) detect, prevent, or otherwise address fraud, security, or technical issues; (c) as deemed necessary or advisable by ClaimPlus in good faith to conform to legal requirements or comply with legal process; or (d) enforce this Agreement, including investigation of potential violations hereof, as further described in Section 12 (Investigations).

7. Notification of Copyright Infringement. ClaimPlus will, in appropriate circumstances, terminate your license to use the Services if you infringe the intellectual property rights of others. ClaimPlus will investigate notices of copyright infringement and take appropriate actions under the Digital Millennium

Copyright Act, Title 17, United States Code, Section 512(c)(2) ("DMCA"). If you believe that your work has been used or copied in a way that constitutes copyright infringement and such infringement is occurring in connection with the Services, please provide, pursuant to the DMCA, written notification of claimed copyright infringement to the Designated Agent for the Services (identified below), which must contain the following elements:

- A physical or electronic signature of the person authorized to act on behalf of the owner of the copyright interest that is alleged to have been infringed;
- A description of the copyrighted work or works that you claim have been infringed and identification of what content in such work(s) is claimed to be infringing and which you request to be removed or access to which is to be disabled;
- A description of where the content that you claim is infringing is located on the Service;
- Information sufficient to permit ClaimPlus to contact you, such as your physical address, telephone number, and e-mail address;
- A statement by you that you have a good faith belief that the use of the content identified in your Notice in the manner complained of is not authorized by the copyright owner, its agent, or the law;
- A statement by you that the information in your notice is accurate and, under penalty of perjury, that you are the copyright owner or authorized to act on the copyright owner's behalf.

ClaimPlus's Designated Agent for Notice of claims of copyright infringement can be reached as follows:

By mail:

Beth Nelson/Designated Agent – Copyright Infringement Claims

Nelson Group, Inc.

1310 Norwood Drive, Suite 100

Bedford, TX 76022

By telephone:

(817) 684-8001

By fax:

(817) 514-0133

By e-mail:

[copyright@claimplusonline.com](mailto:copyright@claimplusonline.com)

The Designated Agent should be contacted only if you believe that your work has been used or copied in a way that constitutes copyright infringement and such infringement is occurring in connection with the Service. Any other inquiries directed to the Designated Agent will not receive a response.

8. Links. ClaimPlus may provide links to other Web sites or resources as part of the Service as a convenience to you. ClaimPlus is not responsible for the contents, products or services on any third party site, and the inclusion of any link does not imply that ClaimPlus endorses the content on such third party sites. You may visit such third party sites solely at your own risk.

9. Use Restrictions. In connection with your access or use of the Services, you agree not to:

- (a) introduce a virus, worm, Trojan horse or other harmful software code or similar files that may damage the operation of a third party's computer or property or information;
- (b) use the Services in any manner that could damage, disable, overburden, or impair any ClaimPlus server, or the network(s) connected to any ClaimPlus server or interfere with any other party's use and enjoyment of the Services;
- (c) attempt to gain unauthorized access to service, materials, other accounts, computer systems or networks connected to any ClaimPlus server or to the Services, through hacking, password mining, or any other means;
- (d) obtain or attempt to obtain any materials or information through any means not intentionally made available through the Services;
- (e) host, on a subscription basis or otherwise, the Services, including any related application, (i) to permit a third party to use the Services to create, transmit, or protect any content, or (ii) to conduct conferences or online meeting services for a third party;
- (f) engage in any systematic extraction of data or data fields, including without limitation e-mail addresses;
- (g) disclose, harvest, or otherwise collect Information, including e-mail addresses, or other private information about any third party without that party's express consent;
- (h) transmit junk mail, spam, surveys, contests, pyramid schemes, chain letters, or other unsolicited e-mail or duplicative messages;
- (i) sell, lease, or rent access to or use of the Services, or otherwise transfer any rights to use the Services under this Agreement (including without limitation, on a timeshare or service bureau basis);
- (j) defraud, defame, abuse, harass, stalk, threaten, or otherwise violate the legal rights (such as rights of privacy and publicity) of others; or
- (k) upload, or otherwise make available, files that contain images, photographs, software, or other material protected by intellectual property laws, including, for example, and not as limitation, copyright

or trademark laws (or by rights of privacy or publicity) unless you own or control the rights thereto or have received all necessary consent to do the same.

10. Investigations. ClaimPlus does not generally monitor user activity occurring in connection with the Services. If ClaimPlus becomes aware, however, of any possible violations by you of Sections 6.2 (Your Representations and Warranties Regarding Content), 9 (Use Restrictions), or any other provision of this Agreement, ClaimPlus reserves the right to investigate such violations, and ClaimPlus may, at its sole discretion, terminate immediately your license to use of the Services or change, alter or remove Content, in whole or in part, without prior notice to you. If, as a result of such investigation, ClaimPlus believes that criminal activity has occurred, ClaimPlus reserves the right to refer the matter to, and to cooperate with, any and all applicable law enforcement authorities. ClaimPlus is entitled, except to the extent prohibited by applicable law, to disclose any information, including Information, about you in ClaimPlus's possession in connection with your use of the Services to law enforcement or other government officials, as ClaimPlus in its sole discretion believes to be necessary or appropriate.

You agree to indemnify and hold ClaimPlus harmless from and against any and all liabilities, costs and expenses, including reasonable attorneys' fees, related to or arising from your Content, the Content of Participants, and your or any Participant's use of the Services.

11. Privacy.

11.1 Terms. The terms of the ClaimPlus [Privacy Policy](#), the terms of this Section 11 (Privacy), and any terms in a Service Appendix related to privacy or security govern ClaimPlus 's collection and use of Information in connection with the Services. If there is any conflict between the terms of the ClaimPlus [Privacy Policy](#) or the terms of this Agreement, the terms of this Agreement shall control.

11.2 Non-U.S. Residents. You agree and acknowledge that your Information collected through the Services or in connection with the Services may be transferred across national boundaries and stored and processed in any of the countries around the world in which ClaimPlus maintains offices, including the United States.

11.3 Types of Information Collected. In addition to the types of Information set forth on the relevant Services Appendix and in the ClaimPlus [Privacy Policy](#), ClaimPlus may collect certain information regarding your use of the Services, such as the name of the Internet service provider and the Internet Protocol address through which you access the Internet; the time you access the Services; and the Internet address of any referring Web site and the Internet address of the Web site from which you linked directly to our site. ClaimPlus uses this information to support the Services and, if you have opted-in to receive communications from ClaimPlus, to send to you communications about ClaimPlus, its products and services.

11.4 Storage and Use of Information. ClaimPlus stores your Information and the Information of Participants in accordance with ClaimPlus 's then-current storage policies and as set forth in an applicable Service Appendix, if any. ClaimPlus may delete, as applicable, all or portions of your

Information or Information of Participants upon termination of a Service Appendix and ultimately upon termination of this Agreement.

11.5 Security. ClaimPlus has implemented technical safeguards and procedures to protect communications with the Services including communication of Content and Information. In addition, ClaimPlus will only disclose Content and Information in accordance with instructions provided by you through use of the Services and as otherwise provided in the ClaimPlus [Privacy Policy](#) or a Service Appendix, as applicable. Notwithstanding the foregoing, the security of communications sent over the Internet (including by e-mail) is subject to many factors outside of ClaimPlus' control and, as a result, ClaimPlus does not guarantee the security or privacy of such communications. For more information on the security measures ClaimPlus has implemented with respect to the Services, please see the applicable Service documentation.

11.6 Communications from ClaimPlus. Notwithstanding any communications preferences indicated by you, ClaimPlus may send to you service-related e-mails regarding service maintenance events or modifications to the functionality or delivery of the Services.

11.7 Information of Participants. As between ClaimPlus, and you, you shall have sole responsibility for any and all Information of Participants used and submitted in connection with the Services, and ClaimPlus shall have no responsibility in connection thereto. You shall comply with all data protection and privacy laws and rules applicable to Information of Participants. You shall defend, indemnify, and hold harmless ClaimPlus from any claim, suit or proceeding brought against ClaimPlus by a Participant in connection with any acts or omissions with regards to such Information of Participants. E-mails related to the Services are generally sent to Participants by you and not by ClaimPlus. As a result, even though certain Participants may have opted-out from receiving communications from ClaimPlus, such Participants may receive certain Service-related e-mails sent by you. In addition, if applicable, ClaimPlus may send e-mails to Participants in your name as your agent, at your request, and on your behalf. You are solely responsible for such e-mails and the contents thereof.

## 12. DISCLAIMER OF WARRANTIES.

12.1 THE SERVICES ARE PROVIDED ON AN "AS IS" AND "AS AVAILABLE BASIS" "WITH ALL FAULTS" AND WITHOUT WARRANTY OF ANY KIND. TO THE FULL EXTENT PERMITTED BY LAW, CLAIMPLUS, ITS AFFILIATES, CONTRACTORS, SERVICE PROVIDERS, EMPLOYEES, AGENTS, RESELLERS, LICENSORS, AND ANY OTHER PARTY INVOLVED IN CREATING, PRODUCING OR DELIVERING THE SERVICES DISCLAIM ALL WARRANTIES AND REPRESENTATIONS OF ANY KIND, EXPRESS, IMPLIED, OR STATUTORY, INCLUDING WITHOUT LIMITATION ALL WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, ACCURACY, SYSTEM INTEGRATION OR COMPATIBILITY, WORKMANLIKE EFFORT, LACK OF NEGLIGENCE, QUIET ENJOYMENT, AND NON-INFRINGEMENT. WITHOUT LIMITING THE FOREGOING, CLAIMPLUS ONLINE DOES NOT WARRANT OR REPRESENT THAT THE SERVICE WILL BE CONTINUOUS, SECURE, RELIABLE, ACCESSIBLE, UNINTERRUPTED OR ERROR-FREE, OR THAT CLAIMPLUS' SERVERS AND SOFTWARE ARE FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS, OR THAT CLAIMPLUS' SECURITY

PROCEDURES AND MECHANISMS WILL PREVENT THE LOSS OR ALTERATION OF OR IMPROPER ACCESS TO INFORMATION OR CONTENT BY THIRD PARTIES.

12.2 SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OF IMPLIED WARRANTIES, SO THE ABOVE EXCLUSION MAY NOT APPLY TO YOU. THIS WARRANTY GIVES YOU SPECIFIC LEGAL RIGHTS AND YOU MAY ALSO HAVE OTHER LEGAL RIGHTS THAT VARY FROM STATE TO STATE.

13. Limitation of Liability.

13.1 NEITHER CLAIMPLUS NOR ITS SUPPLIERS SHALL BE LIABLE TO YOU OR ANY THIRD PARTY FOR ANY INDIRECT, SPECIAL, INCIDENTAL, PUNITIVE, COVER OR CONSEQUENTIAL DAMAGES (INCLUDING, BUT NOT LIMITED TO, DAMAGES FOR THE INABILITY TO USE THE SERVICES OR ACCESS DATA, INFORMATION OR CONTENT, LOSS OF BUSINESS, LOSS OF PROFITS, BUSINESS INTERRUPTION, OR THE LIKE), ARISING OUT OF THE USE OF, OR INABILITY TO USE, THE SERVICES AND BASED ON ANY THEORY OF LIABILITY INCLUDING STATUTE, BREACH OF CONTRACT, BREACH OF WARRANTY, TORT (INCLUDING NEGLIGENCE), PRODUCT LIABILITY OR OTHERWISE, EVEN IF CLAIMPLUS OR ITS REPRESENTATIVES HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES AND EVEN IF A REMEDY SET FORTH HEREIN IS FOUND TO HAVE FAILED OF ITS ESSENTIAL PURPOSE.

13.2 CLAIMPLUS' TOTAL LIABILITY TO YOU FOR ACTUAL DAMAGES FOR ANY CAUSE WHATSOEVER WILL BE LIMITED TO THE AMOUNT PAID BY YOU FOR THE RELEVANT SERVICE(S) IN THE LAST TWELVE (12) MONTHS, IF ANY. YOU AGREE THAT REGARDLESS OF ANY STATUTE OR LAW TO THE CONTRARY, ANY CLAIM OR CAUSE OF ACTION ARISING OUT OF OR RELATED TO USE OF THE SERVICES MUST BE FILED WITHIN ONE (1) YEAR AFTER SUCH CLAIM OR CAUSE OF ACTION AROSE OR BE FOREVER BARRED. CLAIMPLUS' SUPPLIERS SHALL HAVE NO LIABILITY TO YOU FOR ANY REASON.

13.3 THE LIMITATIONS ON LIABILITY IN THIS SECTION 13 (LIMITATIONS OF LIABILITY) ARE INTENDED TO APPLY TO THE WARRANTIES AND DISCLAIMERS ABOVE AND ALL OTHER ASPECTS OF THIS AGREEMENT. SOME JURISDICTIONS DO NOT ALLOW THE LIMITATION OR EXCLUSION OF LIABILITY FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE LIMITATION OR EXCLUSION MAY NOT APPLY TO YOU AND YOU MAY ALSO HAVE OTHER LEGAL RIGHTS THAT VARY FROM STATE TO STATE. Nothing contained in this Agreement limits ClaimPlus' liability to you in the event of death or personal injury resulting from ClaimPlus' gross negligence.

14. Governing Law. The Services are controlled by ClaimPlus from its offices within the state of Texas, United States of America. By accessing and using the Services, you and ClaimPlus agree that all matters relating to this Agreement and your access to, or use of, the Services shall be governed by the statutes and laws of the State of Texas, without regard to the conflicts of laws principles thereof. You and ClaimPlus also agree and hereby submit to the personal jurisdiction and venue of the Superior Court of Tarrant County and the United States District Court Texas with respect to such matters.

15. Language. It is the express wish of the Parties that the Agreement and all related documents have been drawn up in English and that the English version of this Agreement shall be the sole version

used in interpreting and enforcing this Agreement. C'est la volonté expresse des Parties que la présente convention ainsi que les documents qui s'y rattachent soient rédigés en anglais.

16. Miscellaneous. You are solely responsible for your familiarity and compliance with any laws that may prohibit you from participating in or using any part of the Services. If any provision of this Agreement is held to be invalid or unenforceable, then such provision shall be construed, as nearly as possible, to reflect the intentions of the Parties, and all other provisions will remain in full force and effect. ClaimPlus' failure to exercise or enforce any right or provision of this Agreement shall not constitute a waiver of such right or provision unless acknowledged and agreed to by ClaimPlus in writing. Your rights hereunder may not be assigned or transferred to any third party. Each Party will provide the other with written notice under this Agreement by sending the other party notice as follows: (a) for you, notice will be sent to the e-mail address associated with your account, and (b) for ClaimPlus, notice will be sent to Nelson Group, Inc., 1310 Norwood Drive, Suite 100 Bedford, TX, 76022 Attention: General Counsel. In the event the terms of this Agreement, any Service Appendix, the ClaimPlus Privacy Policy, or the ClaimPlusOnline.com Terms of Use conflict, the documents shall have the following order of precedence: (i) Service Appendix, (ii) Agreement, (iii) the ClaimPlus Privacy Policy, and (iv) the ClaimPlusOnline.com Terms of Use. This Agreement, including the applicable privacy policy, and all Service Appendices, if any, constitutes the entire agreement between you and ClaimPlus and supersedes all prior agreements, representations, and understandings between the Parties regarding the subject matter contained herein.

Last Updated: December, 2007.