

SWITCHING AGREEMENT

THIS Agreement is entered into between RETAIL SOLUTIONS, Ltd. a Texas Limited Partnership, hereinafter "RSL" and _____, hereinafter "Customer".

WHEREAS, Customer has agreed to utilize the Internet services of RSL with regards to the processing of prescription claims with various insurance payers; and

WHEREAS, Customer is utilizing software and/or technology developed and leased from RSL for the processing of such prescription claims; and

WHEREAS, it is the desire of RSL to provide the services and maintenance provided for under the terms of this Agreement; and

WHEREAS, it is the desire of Customer to receive such services and maintenance provided for under the terms of this Agreement;

NOW, THEREFORE, IN CONSIDERATION, of the mutual covenants and promises contained herein, the parties hereby agree as follows:

1. **Claim Processing.** Customer shall be charged a fee in the amount of \$.08 for each transmission of a claim or claims which passes through the switching services of RSL if billed by RSL. (A transmission may include more than one claim). The amount due under the terms of this paragraph is due and payable twenty (20) days after the receipt of the invoice from RSL. If payment is made more than thirty (30) days after receipt of invoice from RSL, Customer agrees to pay a late fee of one percent (1%) on all delinquent invoices. Such late fee shall not accrue if there is a bona fide dispute between the parties as to the amounts due. In the event the amounts provided for under the terms of this paragraph are not received by RSL by the 20th day after Customer's receipt of an invoice from RSL, then RSL and Customer agree that RSL shall have the right to terminate all services hereunder, including the services relating to the processing of such claims. If services are terminated and Customer requests reconnection, a reconnect fee in the amount of \$1,000.00 will be charged. Customer shall be liable for and shall pay to RSL all expenses incurred by RSL in connection with the collection of any sums due hereunder, including all collection expenses, reasonable attorney's fees and court costs.

2. **Term.** This Agreement shall be in force from the date of execution of this Agreement and extended for a term of (3) years. This agreement shall be automatically renewed for an additional three (3) year period unless either party shall notify the other of its intent to terminate this agreement within sixty (60) days written notice prior to expiration of the contract term. This Agreement supersedes any prior agreement between the parties relating to the matters covered by the terms of this Agreement. RSL specifically reserves its right for immediate termination of this Agreement and the services provided hereunder in the event of monetary default as provided in Paragraph 1. Such termination of service does not waive any claims RSL may have for the failure of Customer to complete the terms of this Agreement, including, claims for lost profits for the remaining term of this Agreement. Upon termination of this Agreement, Customer agrees to cease utilizing the software and return to RSL all software, including all copies if any, documents and material related to the software or claims processing services provided by RSL to Customer.

3. **Limitation on Damages.** In no event shall RSL be liable to Customer for any consequential damages of any kind as a result of the actions of RSL. Liability of RSL, if any, is limited to the actual amount charged by RSL for the switching fees for processing claims for two (2) months prior to the termination of this Agreement. RSL shall have no liability for actions beyond its control including the actions or failures of third parties.

4. **Duties as to Information.** During the term of this agreement neither party shall disclose to any other party any confidential or proprietary information that either party may have received from the other. This specifically includes business information such as locations of each other's customers and claim volumes as well as technical information regarding each other's software programs. Customer shall obtain no rights to any information or software provided by RSL. Customer shall have no right and shall not copy, duplicate, disassemble, reverse engineer or utilize the software in any manner other than specifically set forth herein. Upon termination of this agreement for any reason the parties agree that each of them shall continue to be bound by the terms of this paragraph relating to the nondisclosure of proprietary and confidential information. The parties agree that during the term of this agreement and for

a period of five years following the termination of this agreement neither can utilize the information received from the other to engage in any activities that would serve to place them in competition with each other with regard to the roles that each fulfills under the terms of this agreement.

5. **Place of Performance and Venue.** The parties agree and acknowledge that the payments provided for hereunder are due to RSL in Putnam County, Tennessee. It is further agreed that in the event of any claim or cause of action arising out of or relating to services provided under the terms of this Agreement, the parties will proceed with mediation by a neutral third party in an effort to resolve their differences before either party shall institute a suit. In the event and only in the event the parties are unable to resolve their differences can either party institute a suit. Any such suit must be filed in the appropriate County or District Courts located in Putnam County, Tennessee.

SIGNED this ____ day of _____, 20__.

Retail Solutions, Ltd.

Customer

By: Retail Solutions, Inc.,
General Partner

By: Stacy Scribner, President

By:

Date:

Date:

Address: 5020 Firefly Ln.
Cookeville, TN 38506

Address:

Phone: 931.526.7300

Phone: _____

Fax: 931.520.1250

Fax: _____

Web Address: www.retsolinc.com

Web Address: _____

e-mail: sales@retsolinc.com

e-mail: _____

Nabp # _____

Medicaid # _____

Software Vendor _____

NPI # _____