

BETA AGREEMENT

This Beta Participant Agreement (this "Agreement") is made and entered into between YOU ("Participant") and Change Healthcare, a Delaware limited liability company and is effective as of the date of acceptance by Participant.

Participant is an individual that desires to participate in "beta testing", which provides access to confidential materials or services currently in development by Change Healthcare. Change Healthcare wishes to obtain the benefit of Participant's services and feedback as a beta tester of Change Healthcare's materials or service. In consideration of the premises, and of the mutual covenants and conditions, Participant and Change Healthcare agree to the following terms and conditions:

1. Beta Test Software. All components, accessories, and documentation related to each such beta test and/or technology provided by Change Healthcare including, but not limited to, specifications and other technical information, and all updates or revisions thereto, shall be referred to in this Agreement as the "Beta Test Material." The parties hereto agree that Participant shall be a beta tester for the Beta Test Material.
2. License. For so long as this Agreement remains in effect, Change Healthcare hereby grants Participant a revocable, non-exclusive, non-transferable consent and license to use the Beta Test Material solely for the purpose of evaluating and testing the Beta Test Material for Change Healthcare. The Beta Test Material may not be publicly disclosed, sublicensed, sold, assigned, leased, loaned, or otherwise transferred by Participant to any third party for any reason.
3. Change Healthcare's Obligations.
 - a. Change Healthcare will deliver the Beta Test Material to Participant at Change Healthcare's expense.
 - b. Change Healthcare will provide the support or warranty service for the beta test and no other support or services.
 - c. Change Healthcare has no obligation to develop or provide any updates or revisions to the Beta Test Material, and
 - d. Change Healthcare reserves the right to alter or adjust performance specifications for the Beta Test Material as it deems necessary or desirable.
 - e. Change Healthcare will provide the instructions, safety information, warnings or cautions concerning the Beta Test Material.
4. Participant's Obligations.
 - a. Participant agrees to test and evaluate the Beta Test Material as instructed. Participant agrees to familiarize itself with the Beta Test Material information provided by Change Healthcare and to only use or test the Beta Test Material as directed. Participant will notify Change Healthcare of any and all functional flaws, errors, anomalies, and problems directly or indirectly associated with the Beta Test Material known to or discovered by Participant. In addition, Participant agrees to provide Change Healthcare with such reports via the methods designated by Change Healthcare and to promptly respond to any and all reasonable inquiries, questionnaires, surveys, and other test documents submitted to Participant by Change Healthcare.
 - b. Any feedback, ideas, modifications, suggestions, improvements, and the like made by Participant with respect to the Beta Test Material (collectively, the "Supportive Information") will be the property of Change Healthcare. Participant agrees to assign, and hereby assigns, all right, title, and interest worldwide in the Supportive Information and the related intellectual property rights to Change Healthcare and agrees to assist Change Healthcare, at Change Healthcare's expense, in perfecting and enforcing such rights. Change Healthcare may disclose or use the Supportive Information for any purposes whatsoever without any

obligation to Participant.

- c. Participant agrees to pay all incidental costs (such as, costs for internet and phone services, accessories, cabling, etc.) associated with the testing of the Beta Test Material and incurred during Participant's possession of the Beta Test Material, unless otherwise agreed to in writing by both parties.

5. Confidentiality.

- a. Participant acknowledges that as a beta tester, Participant may have access to, and Change Healthcare may disclose to Participant, certain valuable information belonging to and relating to Change Healthcare which Change Healthcare considers confidential, including, but not limited to, information concerning the Beta Test Material, the Beta Test Material's trademark(s) and trade name(s), computer programs, user manuals, sales and marketing plans, business plans, processes, customer lists, and other trade secrets (collectively, the "Confidential Information"). Participant shall use the Confidential Information solely for testing purposes and, for a period of three (3) years from Participant's receipt of the Confidential Information, shall not disclose, without Change Healthcare's prior written consent, such Confidential Information to third parties
- b. This Agreement shall impose no obligation of confidentiality upon Participant with respect to any portion of the Confidential Information which: (i) now or hereafter, through no act or failure to act on Participant's part, becomes generally known or available; (ii) is known to Participant at the time Participant receives same from Change Healthcare evidenced by written records; (iii) is hereafter furnished to Participant by a third party as a matter of right and without restriction on disclosure.
- c. Participant acknowledges that Change Healthcare may obtain certain personal information and data from participant in connection with your use of the Beta Test Material, including information and data provided in connection with registration, activation, authentication, monitoring installation of and access to the Beta Test Material. Participant hereby consents to Change Healthcare and its developers to the maintenance, use, and storage of such information and data in conformity with the Change Healthcare Privacy Policy. Change Healthcare reserves the right to update the Privacy Policy. Participant will be notified of any such updates in a timely manner.

6. Proprietary Rights; No Right to Copy, Modify, or Disassemble.

- a. The Beta Test Material provided by Change Healthcare and all copies thereof, are proprietary to and the property of Change Healthcare. All applicable rights in all copyrights, trademarks, trade secrets, trade names, patents and other intellectual property rights in or associated with the Beta Test Material are and will remain in Change Healthcare and Participant shall have no such intellectual property rights in the Beta Test Material.
- b. Participant may not copy or reproduce the Beta Test Material without Change Healthcare's prior written consent, except as reasonably needed to perform its obligations hereunder and subject to the following restrictions. Participant may not copy or reproduce any software or documentation provided by Change Healthcare, without Change Healthcare's prior written consent, except as is reasonably needed to perform Participant's obligations under this Agreement.
- c. Participant agrees to secure and protect the Beta Test Material and all copies thereof in a manner consistent with the maintenance of Change Healthcare's rights therein and to take appropriate actions by instruction or agreement with any of its employees or agents permitted access thereto to satisfy its obligations hereunder.
- d. Participant shall not reverse engineer, alter, modify, disassemble or decompile the Beta Test Material, or any part thereof, without Change Healthcare's prior written consent.

7. Disclaimer of Warranty. By its nature, the Beta Test Material may contain errors, bugs and other problems that could cause system failure and the testing and quality assurance of the Beta Test Material may not yet be completed. Because the Beta Test Material is subject to change, Change Healthcare reserves the right to alter the Beta Test Material at any time, and any reliance on the Beta Test Material is at Participant's own risk. PARTICIPANT ACCEPTS THE BETA TEST

MATERIAL "AS IS." CHANGE HEALTHCARE MAKES NO WARRANTY OF ANY KIND REGARDING THE BETA TEST MATERIAL. CHANGE HEALTHCARE HEREBY EXPRESSLY DISCLAIMS ALL IMPLIED AND STATUTORY WARRANTIES, INCLUDING, BUT NOT LIMITED TO, ANY IMPLIED WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR NON-INFRINGEMENT OF THIRD PARTIES RIGHTS.

8. Term and Termination.

- a. The term of this Agreement shall begin on the date set forth above (or, if no date is given, then the date both parties accept this Agreement by written signature) and shall continue until terminated as set forth below. Upon termination of this Agreement for any reason, the three (3)-year obligation to protect Confidential Information, as set forth in Section 5.a shall survive such termination.
- b. This Agreement may be terminated at any time for any reason by either party giving at least ten (10) days prior written notice to the other party, subject to Section 8.c below.
- c. Upon termination of this Agreement, Participant agrees to (a) return the Beta Test Material and all copies thereof to Change Healthcare, if in writing to do so, within seven (7) days after such termination, or (b) if requested by Change Healthcare to do so, certify to Change Healthcare in writing that the Beta Test Material and all copies thereof have been destroyed. The provisions of, and the obligations of the parties under, Sections 4, 5, 6, 7, 8 and 9, and any other provisions that would normally survive, shall survive the termination of this Agreement.

9. Limitation of Liability. IN NO EVENT SHALL CHANGE HEALTHCARE BE LIABLE TO PARTICIPANT OR ANY THIRD PARTY FOR ANY GENERAL, INCIDENTAL, CONSEQUENTIAL, INDIRECT, DIRECT, SPECIAL, OR PUNITIVE DAMAGES, ARISING OUT OF OR RELATING TO THE BETA TEST MATERIAL OR THE TRANSACTIONS CONTEMPLATED HEREIN.

10. Exporting Restrictions. The Beta Test Material, including any software provided to Participant may be subject to United States export restrictions. Participant agrees not to export or re-export any Beta Test Material or accompanying documentation in violation of any applicable laws and regulations of the United States or the country in which Participant obtained them. The software, firmware or other parts of the Beta Test Material covered by this Agreement may contain strong data encryption code, which cannot be exported outside the United States or Canada. Participant agrees not to export or re-export, either physically or electronically, any encrypted Beta Test Material or accompanying documentation without obtaining prior written authorization from the U.S. Department of Commerce.
11. Waiver. A waiver of any default hereunder or of any of the terms and conditions of this Agreement shall not be deemed to be a continuing waiver or a waiver of any other default or of any other term or condition, but shall apply solely to the instance to which such waiver is directed.
12. Assignment; Severability. Participant agrees not to assign any rights under this Agreement; any attempted assignment shall be null and void and shall result in the termination of this Agreement. If any part of this Agreement shall be invalid or unenforceable, such invalidity or unenforceability shall not affect the validity or enforceability of any other part or provision of this Agreement which shall remain in full force and effect.
13. Governing Law. This Agreement shall be governed by the laws of the State of Delaware, excluding any such laws that might direct the application of the laws of another jurisdiction. The parties agree that the federal or state courts of Delaware shall have exclusive jurisdiction to hear any dispute under this Agreement.
14. Entire Agreement. This Agreement represents the entire agreement between the parties regarding the subject matter hereof and supersede any and all prior agreements between the parties, whether written or oral, regarding the subject matter hereof. This Agreement may not be modified or amended except by written agreement between the parties hereto.