



**SYNOVUS®**

# Synovus Integrated Healthcare Solutions Service Addendum

**Synovus Treasury Management Services  
Synovus Integrated Healthcare Solutions Addendum**

1. **Acceptance of Synovus Integrated Healthcare Solutions.** By selecting the Integrated Healthcare Solutions (the “**Integrated Healthcare Solutions**”) on the Enrollment Form, you agree to the terms of this Synovus Integrated Healthcare Solutions Addendum (the “**Integrated Healthcare Solutions Addendum**”), and this Integrated Healthcare Solutions Addendum hereby becomes a part of the Master Services Agreement for Treasury Management Services (the “**Master Services Agreement**”). Together, this Integrated Healthcare Solutions Addendum and the Master Services Agreement shall constitute one “Integrated Healthcare Solutions Agreement,” for the Integrated Healthcare Solutions, the terms and conditions of which shall be binding upon both parties and shall govern the establishment and continued use by Customer of the Integrated Healthcare Solutions. Customer acknowledges the receipt of a copy of this Integrated Healthcare Solutions Addendum and the current Master Services Agreement. This Integrated Healthcare Solutions Addendum is effective as of the date accepted by Bank. Capitalized terms used but not defined herein shall have the meanings provided in the Master Services Agreement. If a discrepancy or inconsistency is determined to exist between the terms of the Master Services Agreement and the terms of this Integrated Healthcare Solutions Addendum, the terms of this Integrated Healthcare Solutions Addendum will control with respect to the Integrated Healthcare Solutions, but only to the extent necessary to resolve the discrepancy or inconsistency.
2. **Integrated Healthcare Solutions.** As a precondition to Bank’s obligation to provide the Integrated Healthcare Solutions to Customer, Customer must have entered into, and hereby represents and warrants to Bank that it has entered into, a separate agreement with Revenue Management Solutions, LLC (“**RMS**”) for RMS to provide certain health care payment services to Customer (“**RMS Customer Agreement**”). Customer acknowledges and agrees that Bank is not a party to the RMS Customer Agreement and that RMS, not Bank, is the provider of and, as between Bank, Customer, and RMS, fully responsible for the services RMS provides to Customer under the separate RMS Customer Agreement. Customer also must have entered into the following Addenda to the Master Services Agreement: either Information Reporting Services Addendum or the Lockbox Services Addendum and, if applicable, the HIPAA Lockbox Services Addendum (collectively “**Related Addenda**”).
3. **Services.** The Integrated Healthcare Solutions provided by Bank under this Integrated Healthcare Solutions Addendum will assist Customer with its use of RMS’s services provided by RMS to Customer under the RMS Customer Agreement. As elected by Customer on the Enrollment Form, the Integrated Healthcare Solutions will consist of the Bank’s provision of the information, data and reports provided to Customer under the Related Addenda (collectively “**Information**”) to RMS for the Accounts designated on the Enrollment Form. Customer agrees that Bank will use commercially reasonable efforts to deliver to RMS all Information to RMS that is received by Bank in the course of performing Services for Customer under the applicable Related Addenda. Under this Integrated Healthcare Solutions Addendum, depending on the Information Customer selects for the RMS Services, Bank may use File Transfer Protocol, Electronic Data Interchange, or other means to send the Information to RMS, as reasonably determined by Bank. Customer hereby authorizes Bank to work with RMS to set up the systems, means, and protocols by which Bank will deliver data to RMS under this Integrated Healthcare Solutions Addendum.
4. **HIPAA Information Disclosure; Authorization.** This paragraph applies to Integrated Healthcare Solutions that include Information under the HIPAA Lockbox Services Addendum. Customer understands and agrees that the HIPAA Lockbox Services Addendum governs the obligations of Bank for Information that is covered by HIPAA. Customer acknowledges and agrees that the Integrated Healthcare Solutions may require Bank to send Lockbox Information, including without limitation Protected Health Information, to RMS regarding Customer and Customer’s account(s). Customer hereby authorizes Bank to provide RMS, its agents, and its subcontractors with Lockbox Information as part of the RMS Services under this Integrated Healthcare Solutions Addendum according to instructions provided by Customer and by RMS. Customer represents and warrants to Bank that Customer has entered into a business associate agreement with RMS for the purposes of the HIPAA Lockbox Services Addendum and for purposes of the Integrated Healthcare Solutions under this Integrated Healthcare Solutions Addendum. Moreover, by electing to include Information covered by the HIPAA Lockbox Services Addendum under this Integrated Healthcare Solutions Addendum, Customer agrees to ensure that the Bank’s Integrated Healthcare Solutions comply with all relevant obligations and requirements under HIPAA.
5. **Service Procedures.** Customer agrees to follow the Service Procedures outlined herein, or as otherwise provided in any additional Service Procedures for the Integrated Healthcare Solutions.
6. **Ordinary Care.** In performing the Integrated Healthcare Solutions, Bank shall exercise ordinary care, subject to the limitations set forth in this paragraph or elsewhere in this Integrated Healthcare Solutions Addendum. Customer agrees that Bank shall be deemed to have exercised ordinary care in the performance of the duties required of Bank under the Integrated Healthcare Solutions Addendum if Bank substantially follows the Service Procedures.
7. **Changes in Integrated Healthcare Solutions.** Bank may withdraw or modify the Integrated Healthcare Solutions as provided in the Master Services Agreement and Customer may request changes to or additional Services by entering into one or more new Enrollment Forms with Bank, subject to Bank’s approval.
8. **Fees; Referral Fee.** Customer is solely responsible for payment of fees and costs charged by Bank for the Integrated Healthcare Solutions provided under this Integrated Healthcare Solutions Addendum, and for the fees and costs charged by RMS to Customer under the RMS Customer Agreement. Customer acknowledges that Bank will receive a referral fee from RMS if Customer enters into a RMS Customer Agreement after a referral of Customer to RMS by Bank. Customer is not entitled to any part of this referral fee, nor is Customer entitled to any offset or refund of fees payable by Customer to Bank as a result of the referral fee.
9. **Relationship of Parties; Warranty Disclaimers; Limitations on Liability.** Customer acknowledges and agrees RMS is an independent contractor, not an employee, partner, joint venture partner, or agent of Bank. RMS is not an affiliate or subsidiary of

Bank or otherwise owned or controlled by Bank or any of Bank's affiliates or subsidiaries, and has no authority to act or contract in the Bank's name. Bank hereby disclaims any representations or warranties, whether express, implied or statutory, including, but not limited to, any implied warranties of merchantability, fitness for a particular purpose, title, noninfringement, accuracy or completeness with respect to the Integrated Healthcare Solutions and the services provided to Customer by RMS under the RMS Customer Agreement. Bank disclaims any representations or warranties that the Integrated Healthcare Solutions will be error-free, uninterrupted, confidential, or secure and Bank disclaims, or that any of the foregoing services will be error-free, uninterrupted, confidential, or secure. Bank further disclaims any representations or warranties concerning the confidentiality or security practices or procedures of RMS, RMS's use handling, or treatment of Information, or the time or frequency with which RMS may have access to such Information. Customer understands that internetworking communications utilizing public access facilities may not be accurate, secure, or available and that such communications may be subject to interception, loss, distortion, disruption, or unavailability. Bank shall not be responsible or liable for any function or malfunction of equipment, software, or services, including, but not limited to, any damages or losses relating to the transmission or nontransmission of Information. Bank shall not be responsible or liable for any damage to, or loss, theft, or disappearance of, any Information: (a) once transmitted by Bank to RMS following the instructions of Customer; (b) transmitted following the transmission instructions of RMS; or (c) in the possession, custody, or control of RMS. Customer hereby agrees to release, defend, indemnify, and hold Bank harmless from and against any and all costs, expenses, losses, and damages that Customer may have as a result of any claims which arise or may arise relating in any way to the Integrated Healthcare Solutions, the services provided to Customer by RMS under the RMS Customer Agreement, or the use, handling, management, security, or treatment of said Information by RMS, or a third party gaining access to Information through RMS. In no event shall Bank be liable for any indirect, consequential, incidental, punitive, exemplary or special losses or damages, or expenses that Customer may incur by using the Integrated Healthcare Solutions, the sharing of Information between Bank and RMS, or the use by Customer of the Services provided to Customer by RMS under the RMS Customer Agreement, whether or not the possibility or likelihood of such damage was known or contemplated by Bank. Customer agrees that Customer's sole remedies and recourse for any losses or claims related to the health care payment services provided by RMS to Customer shall be against RMS and not Bank.

10. **Account Terms and Conditions.** The terms and conditions of the Account agreement, the Master Services Agreement, and any other terms applicable to Customer's Accounts (such as Lockbox Services Addendum, the HIPAA Lockbox Services Addendum, or the Information Reporting Services Addendum if applicable) continue to apply and control Customer's Account, including without limitation deposits, funds availability, and Customer's rights of withdrawal.
11. **Termination.** Bank reserves the right to terminate the Integrated Healthcare Solutions at any time without notice to Customer, and/or make a substitute service provider available. The RMS Customer Agreement between Customer and RMS will not be terminated upon the termination affected by the termination of this Integrated Healthcare Solutions Addendum. This Synovus Integrated Healthcare Solutions Addendum, together with the Terms and Conditions, constitute the entire agreement between Customer and the Bank with respect to the subject matter hereof and there are no understandings or agreements related hereto that are not fully expressed herein. Bank may amend or change any of the terms and conditions of this Integrated Healthcare Solutions Addendum at any time upon notice to Customer.
12. **Miscellaneous.** Customer understands and agrees that RMS will receive Information concerning Customer's Accounts through the Integrated Healthcare Solutions. Customer agrees to refrain from using the Integrated Healthcare Solutions for any personal, household, or family uses.