

Select one:

_____ Carequality

_____ General Healthway Initiatives

Healthway, Inc. Membership Agreement

This Membership Agreement ("Agreement") is entered into as of the last date written below ("Effective Date") by and between Healthway, Inc. ("Healthway"), a Virginia nonstock membership corporation, and the undersigned ("Applicant") (collectively "the Parties").

In consideration of the admission of Applicant to Healthway as a Member, the Parties hereby agree as follows:

- 1. Agreement to the Terms of the Organizational Documents.** By the signature of its authorized representative below, Applicant agrees to be bound by the terms hereof, as well as the terms and conditions stated in the Articles of Incorporation and Bylaws, any amendments thereto, and the terms of any rules, policies, procedures and other documents that are adopted by the Board of Directors pursuant to the Bylaws from time to time ("Organizational Documents") as such terms apply to members. Copies of the Organizational Documents are available for review at the Healthway website. Applicant is encouraged to review these materials prior to the execution of this Agreement.
- 2. Admission.** This Agreement is not binding on Healthway unless accompanied by a Membership Application and the Membership Fee as set forth in Section 4. Requirements for admission as a member in Healthway are as defined in the Bylaws.
- 3. Membership Term.** Applicant agrees that the term of membership shall be on a year-to-year basis, expiring on the first anniversary of the Effective Date. Annually, Healthway will invoice the then-current renewal Membership Fee to Applicant at least ninety (90) days prior to the expiration of the term and Applicant's payment thereof shall constitute a renewal of membership as a Non-Founding Member, provided that Applicant continues to meet the requirements for membership as defined in the Bylaws. Failure to make a timely renewal payment shall be cause for termination of membership and member benefits.
- 4. Membership Fee.** Applicant shall pay, on an annual basis, the applicable annual membership fee in accordance with the fee schedule adopted by the Healthway Board of Directors and set forth on the Healthway website ("Membership Fee"). Applicant agrees that, once paid, all Membership Fees are nonrefundable for any reason, including termination of membership. If Applicant fails to pay the Membership Fee within forty-five (45) days of such Fee becoming due, Applicant's membership in Healthway shall be terminated.
- 5. License to Use Member Logo.** Pursuant to Section 5(b) of this Agreement, Healthway grants to Applicant a non-transferable, non-assignable license to use the applicable Healthway and Carequality Member logos ("Member Logo"); provided, however, that Applicant may only use such Member Logo in furtherance of Healthway's business interests

and never to the detriment of Healthway. Notwithstanding any other provision of this Agreement, all rights, titles and interests in and to the Member Logo, as well as any derivative works and physical embodiments thereof, at all times belong to, vest and remain vested in Healthway.

6. **Notices.** All notices required hereunder or under the Organizational Documents shall be in writing and sent to the Applicant's representative designated below at the address set forth below or to such addresses as such Applicant's representative may later specify by written notice to the Executive Director of Healthway.

NAME OF APPLICANT'S REPRESENTATIVE
DESIGNATED TO RECEIVE NOTICES: _____
ADDRESS: _____
EMAIL: _____
TELEPHONE NUMBER: _____

If Applicant's representative does not update his or her contact information then Applicant waives any right to receive any notice. Any notices given under this Agreement or any Organizational Document will be delivered in accordance with the Bylaws.

7. **Governing Law.** This Agreement shall be construed and controlled by the laws of the Commonwealth of Virginia, without reference to conflict of laws principles.
8. **Jurisdiction.** The Parties agree that all disputes between Applicant and Healthway or between or among Applicant and any other member or members of Healthway that arise in any way out of or in connection with this Agreement or the Organizational Documents or otherwise out of or in connection with the activities of Healthway shall be heard exclusively in, and Healthway and Applicant irrevocably consent to jurisdiction and venue in, the state and Federal courts of the Commonwealth of Virginia.
9. **Complete Agreement; No Waiver.** This Agreement sets forth the entire understanding of Healthway and the Applicant and supersedes all prior agreements and understandings with respect to its subject matter, unless otherwise stated in this Agreement. The waiver of any breach or default will not constitute a waiver of any other right hereunder or any subsequent breach or default.
10. **Amendment.** This Agreement may be amended by Healthway by providing notice to Applicant at least thirty (30) days before any such amendment takes effect and the terms of the amended Agreement will be effective with respect to Applicant unless Applicant provides its notice of termination within thirty (30) days of the date on which the notice of amendment is sent to member at the address listed in Section 7 of this Agreement.
11. **Assignment.** Neither party may assign this Agreement without the prior written consent of the other party.
12. **No Third Party Beneficiaries.** This Agreement is entered into for the benefit of the Parties and not for the benefit of any third party. Applicant agrees that it will not assert rights under any agreement between Healthway and any other member unless such agreement provides

by its express terms that Applicant is a party to or an intended beneficiary of that agreement with express rights of enforcement.

13. **Compliance with Laws.** Notwithstanding anything contained in this Agreement to the contrary, the obligations of the Parties will be subject to all applicable laws, regulations and orders, present and future, of any governmental authority having jurisdiction over the Parties. It is the intention of the Parties that this Agreement and all Organizational Documents will comply with all applicable laws and regulations.
14. **General Construction.** As used in this Agreement, the plural form and singular form each shall be deemed to include the other in all cases where such form would apply. “Includes” and “including” are not limiting, and “or” is not exclusive.
15. **Independent Contractors.** The relationship of Healtheway and the Applicant established by this Agreement is that of independent contractors. This Agreement does not give Healtheway or the Applicant the power to direct and control the day-to-day activities of another; constitute Healtheway, the Applicant, or any member of Healtheway as partners, joint ventures, co-owners, principal agent, or otherwise participants in a joint or common undertaking; or allow Healtheway or the Applicant to create or assume any obligation on behalf of another for any purpose whatsoever.
16. **Warranty of Signature.** This Agreement must be signed by a representative of the Applicant that is authorized to commit the Applicant to all of the terms of this Agreement. By signing this Agreement, the person signing represents and warrants that he or she has been so authorized by the Applicant to enter into the obligations set forth in this Agreement and has read and understood this Agreement and all other Organizational Documents.

Does your organization consent to receive electronic notices, in lieu of paper, from Healtheway? YES NO

Company Name: _____ Date: _____

Contact Name: _____
(Name/Title)

Company Address: _____

Telephone Number: _____ Fax Number: _____
(Please Include Country Code where appropriate)

Email Address: _____

Web Page URL: _____

Signature: _____

Date: _____

Name Title: _____

Acceptance:

This Agreement is accepted as of this ____ day of _____, 20__.

Healthway, Inc., a Virginia corporation

By: _____

Name: _____

Its: _____