

PracticeAdmin Web Site Subscriber Agreement

Please review this Agreement in its entirety before using PracticeAdmin, and PracticeAdmin products and services as licensed by the American Medical Association in utilization of the Current Procedural Terminology. This is a binding agreement ("Agreement") between PracticeAdmin ("We", "Us" or "Our") and our clients ("You" or "Your"). This Agreement governs your use of the PracticeAdmin Web Site and our medical billing software, "Practice Admin™", including, without limitation, all content such as the current provider terminology as a licensee of the American Medical Association, text, information, images, and audio (collectively, "Content") and all services ("Services") made available to you through the PracticeAdmin Web Site (this Site and the Content and Services are collectively referred to herein as the "Site") by us and/or third parties.

By using PracticeAdmin products and services and Practice Admin™, you indicate your conclusive acceptance of this Agreement.

You may only access and use Practice Admin™ if you agree to be bound by the terms and conditions stated in this Agreement. If you do not agree to the terms of this Agreement, please do not access or use this site in any manner.

This agreement is nontransferable, nonexclusive and for the sole purpose of internal use by you and only within the United States and it's territories.

You understand that any and all updated versions of the current procedural terminology contained in this site are wholly dependent on our contractual relationship with the American Medical Association.

You understand that the American Medical Association has the sole copyright to the current procedural terminology contained in the site.

You understand that the American Medical Association does not endorse our product or services and is to be held harmless of any and all liability arising from any use (authorized or unauthorized) of this site or any breach of this agreement.

You are prohibited from using any and all information contained in the site in any public electronic bulletin board or public computer based information system (including the internet and World Wide Web unless subject to the provisions of this agreement).

You are prohibited from publishing, copying, translating or transferring possession any part or all information from the site.

You are prohibited from creating derivative works based on any information contained in the site and making said information available to any unauthorized party by selling, leasing or otherwise.



PracticeAdmin may revise this Agreement at any time in our sole discretion. If PracticeAdmin decides to change our privacy policy, we will post those changes in our Privacy Policy. Please review it regularly for changes when visiting our site.

1. Access. Practice Admin™ is Password Protected and will be accessible to your designated Contact identified on the Client Enrollment form, and to other users subsequently enrolled online (collectively, "Users"). All User information provided to us, including without limitation the information on the Client Enrollment Form, and the Staff Enrollment information entered, including subsequent updates, via the maintenance pages of the Site, must be current, accurate, and complete. If we at any time discover any error or omission in the information you provide to us, we may, at our option, terminate the right to access and use the Site by any User. You are responsible for the acts or omissions by your personnel's use of the Site, and for any damages incurred by you as a result thereof. Users must abide by the PracticeAdmin Web Site User Policy, as may be amended from time to time by us at our sole discretion. The current version of such policy is posted on the Site in printable format, and is hereby incorporated herein by reference. You may be asked to accept additional terms and conditions prior to enrolling in or using certain additional Services. You acknowledge that the Practice Admin™ software necessary for accessing and using the website will be downloaded onto your computer and that, from time to time, periodic updates will automatically be downloaded as well.

2. Security. To gain access to, and to use Practice Admin™ requires the use of a valid Username and Password. Certain Services are intended for access and use solely by physicians and/or *authorized* members of their staff. If you are a physician, or a physician's authorized representative, it is your sole responsibility to identify members of your staff who should be permitted to access and use such Services, and to authorize, monitor, and control access to and use such Services by your staff members. You are solely responsible for (1) maintaining the strict confidentiality of Digital IDs, Usernames, and Passwords (collectively, "IDs") assigned to your personnel, (2) instructing your personnel to not allow another person to use their IDs to access the Site, (3) any charges, damages, or losses that may be incurred or suffered as a result of you or your personnel's failure to maintain the strict confidentiality of their IDs, and (4) promptly informing us in writing of any need to deactivate an ID due to security concerns or personnel changes. We are not liable for any harm related to the theft of your IDs, your disclosure of your IDs, or your authorization to allow another person or entity to access and use the Site using your IDs. You agree to immediately notify us of any unauthorized use of your IDs.

3. Fees and Payment Terms. Your use of Practice Admin™ is subject to your payment of fees for the services you utilize, and certain services provided to you through this Site may be subject to additional charges, as per our currently prevailing price list. We will invoice you monthly for all fees and charges you incur. Invoices are due and payable within 15 days from the date of invoice. Late payments will be subject to a late fee equal to 1.5% per month on the overdue amount or the maximum legal rate, whichever is less. If your payments are late for two consecutive months, PracticeAdmin reserves the right to suspend user access to your account until such time as your account balance is paid in full.

4. Patient Data and Legal Compliance. The Services provided through the Site may enable Users to transmit, store, and receive confidential patient information



("Patient Information"). State and Federal laws, as well as ethical and licensure requirements of your profession may impose obligations with respect to patient confidentiality that may limit the ability of physicians, health care providers, and persons acting on their behalf, to make use of certain Services or to transmit certain information to third parties. You represent and warrant that you will, at all times during the term of this Agreement and thereafter, comply with all laws directly or indirectly applicable to you that may now or hereafter govern the gathering, use, transmission, processing, receipt, reporting, disclosure, maintenance, and storage of the Patient Information, and use your best efforts to cause all persons or entities under your direction or control to comply with such laws. You are, at all times during the term of this Agreement and thereafter, solely responsible for obtaining and maintaining all patient consents and all other legally necessary consents or permissions required or advisable to disclose, process, retrieve, transmit, and view the Patient Information you transmit, store, or receive in connection with the Site and the Services. You agree that we, our licensors, and all other persons or entities involved in the operation of Services provided through the Site, have the right to monitor, retrieve, store and use Patient Information in connection with the operation of such Services, and are acting on your behalf in transmitting Patient Information. We agree to use commercially reasonable efforts to maintain the confidentiality of such information and prevent the disclosure of such information to third parties except in connection with the transmission, storage, retrieval, and disclosure of such information on your behalf and as may be required or permitted by law. *We cannot and do not assume any responsibility for your use or misuse of patient information or other information transmitted, monitored, stored or received using the site or the services.*

5. General Disclaimers. *The site is provided to you on an "as is, with all faults" basis, and your use thereof is at your own risk. We make no warranties of any kind, either express or implied, including, without limitation, the implied warranties of merchantability, fitness for a particular purpose, title, or non-infringement, or warranties arising by course of dealing or custom of trade. We make no representation or warranty that any content is accurate, complete, appropriate, reliable, or timely. We also make no representations or warranties that your access to and use of the site (1) will be uninterrupted or error-free, (2) is free of viruses, unauthorized code, or other harmful components, or (3) is secure. You are responsible for taking all precautions you believe necessary or advisable to protect you against any claim, damage, loss or hazard that may arise by virtue of your use of the site.* Some jurisdictions do not permit the exclusion or limitation of implied warranties. Therefore, only if required by applicable law, some or all of the exclusions or limitations above may not apply to you. You may have other rights depending on the jurisdiction of your domicile.

PracticeAdmin shall not be liable for coding or processing any incorrect, incomplete or duplicate information received from Client, or professional courtesy or insurance-only claims, nor shall PracticeAdmin be liable for any loss of revenue resulting from any delay in the coding and processing of accounts due to the untimely, inaccurate and/or incomplete billing information used by Client on PracticeAdmin's Web Site. PracticeAdmin will not be liable for unpaid claims resulting from Client's failure to use appropriate demographic information, insurance company information, procedure and diagnosis codes, referral or authorization numbers, and necessary medical documentation. Any charge processed by the PracticeAdmin system that is missing any of the necessary billing information, or that is not used on PracticeAdmin in the required format, will be notified by PracticeAdmin to Client. PracticeAdmin will not be liable for any delay in payment or any unpaid claims resulting from problems experienced by



payors or clearinghouses in preparing for, and/or implementing, payor or clearinghouse systems for compliance with the HIPAA transaction standards as contained in 45 CFR Parts 160 and 162.

6. Exclusion of Damages. *Under no circumstances whatsoever will we be responsible or liable to you or any other entity for any direct, compensatory, indirect, incidental, consequential (including lost profits and lost business opportunities), special, exemplary, or punitive damages that result from or relate in any manner whatsoever to (1) your use of the site, or reliance on the content, or (2) errors, inaccuracies, omissions, defects, untimeliness, security breaches, or any other failure to perform by us or our content providers. The foregoing exclusion shall apply regardless of whether we have been advised of the possibility of such damages.* Some jurisdictions do not permit the exclusion of certain types of damages. Therefore, only if required by applicable law, some or all of the exclusions above may not apply to you. You may have other rights depending on the jurisdiction of your domicile.

7. Limitation of Liability. *If, notwithstanding the other terms of this agreement, we should have any liability to you or any third party for any loss, harm or damage, you and we agree that such liability shall under no circumstances exceed the lesser of \$500 or the fees you paid us during the three (3) months immediately preceding the day the act or omission occurred that gave rise to your claim. You and we agree that the foregoing limitation of liability is an agreed allocation of risk between you and us and reflects the fees, if any, we charge you to use the site. You acknowledge that absent your agreement to this limitation of liability, we would not provide the site to you.*

8. Indemnity. You agree to defend, indemnify and hold us harmless against any losses, expenses, costs or damages (including our reasonable attorneys' fees, expert fees' and other reasonable costs of litigation) arising from, incurred as a result of, or in any manner related to (1) your breach of the terms of this Agreement, (2) your unauthorized or unlawful use of the Site, and (3) the unauthorized or unlawful use of the Site by any other person using your IDs.

9. Entire Agreement. This Agreement, including the PracticeAdmin Web Site Policy, contains the entire agreement between you and us relating to the subject matter hereof, and supersedes any other oral or written communications relating thereto. This Agreement may not be amended or supplemented by (1) any purchase order or similar form originated by you relating to the subject matter hereof, or (2) statements of any of our employees. We reserve the right to make changes to this Agreement at any time without advance notice. We agree to post the amended form of this Agreement on the Site, and such amended form shall be effective immediately upon its posting. Such amended form shall be deemed to have been physically signed by you through your signature on the Client Enrollment Form. It is at all times your responsibility to read the most current version of this Agreement before using the Site to ensure that you agree to the terms and conditions of any changes made to this Agreement. You agree that these standards for notice of changes to this Agreement are reasonable. In the event that any provision of this Agreement is determined to violate any law or becomes unenforceable for any reason whatsoever, then the remaining provisions of this agreement shall remain in full force and effect.



10. Termination. You may terminate this Agreement at any time upon providing written notice to PracticeAdmin no less than thirty (30) days prior to the intended date of termination. Your right to access and use the Site immediately terminates without further notice upon your breach of this Agreement. We may terminate this Agreement and/or your right to use the Site at any time, with or without cause. Sections 4, 5, 6, 7, 8, 9 and 12 of this Agreement survive the expiration or termination of this Agreement for any reason whatsoever. We reserve the right to discontinue or make changes to the Site at any time. Upon termination, PracticeAdmin will provide you with a copy of your data, upon your request, at the cost to PracticeAdmin of retrieving that data. This cost will be added to your final invoice, and no data will be forwarded to you by PracticeAdmin unless your balance due is current.

11. U.S. Government Rights. Information on the site includes Current Procedural Terminology which is commercial technical data and/or computer data bases and/or commercial computer software and/or commercial computer software documentation, as applicable which were developed exclusively at private expense by the American Medical Association, 515 North State Street, Chicago, IL 60610. U.S. Government rights to use, modify, reproduce, release, perform, display or disclose these technical data and/or computer data bases and/or computer software and/or computer software documentation are subject to the limited rights restrictions of DFARS 252.227-7015(b)(2) (June 1995) and/or subject to the restrictions of DFARS 227.7202-1(a) (June 1995) and DFARS 227.7202-3(a) (June 1995), as applicable for U.S. Department of Defense procurements and the limited rights restrictions of FAR 52.227-14 (June 1987) and/or subject to the restricted rights provisions of FAR 52.227-14 (June 1987) and FAR 52.227-19 (June 1987), as applicable, and any applicable agency FAR Supplements, for non-Department of Defense Federal procurements.

12. Other. We may assign this Agreement, in whole or in part, in our sole discretion. You may not assign your rights under this Agreement without our prior written permission. Any attempt by you to assign your rights under this Agreement without our permission shall be void. The waiver by us of a breach of any provision of this Agreement shall not operate or be construed as a waiver of any other or a subsequent breach of the same or a different kind. If any provision of this Agreement shall be held by a court of competent jurisdiction to be contrary to law, the remaining provisions of this Agreement shall remain in full force and effect. This Agreement is governed by the laws of the State of Georgia, without giving effect to any principles of conflicts of law.

