

PRACTICEADMIN TERMS OF SERVICE

Please review these Terms of Service in their entirety before using any PracticeAdmin product or service. This is a binding agreement between PracticeAdmin ("We", "Us" or "Our") and our customers ("You" or "Your"). These Terms of Service governs your use of the PracticeAdmin web sites ("Site"); our software products and services (collectively, "Services"); and, without limitation, all text, information, images, and audio (collectively, "Content") made available to you by us and/or third parties. By using the PracticeAdmin Site, Services, and Content, you indicate your conclusive acceptance of these Terms of Service. You may only access and use Practice Admin Services and Content if you agree to be bound by the terms and conditions stated in these Terms of Service. If you do not agree to these Terms of Service, do not access or use our Services or Content in any manner.

You are prohibited from using any and all Content in any 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 of any or all the Content or Services. You are prohibited from creating derivative works based on the Content and Services or making said Content or Services available to any unauthorized party by selling, leasing or otherwise.

PracticeAdmin reserves the right to make changes to these Terms of Service at any time without advance notice. It is at all times your responsibility to read the most current version of these Terms of Service before using the Site, Services, or Content to ensure that you agree to the terms and conditions of any changes made to the Terms of Service.

- 1. Access.** The Services are Password Protected and will be accessible to your designated Contact identified on the initial order form, and to other users subsequently enrolled (collectively, "Users"). All User information provided to us, including without limitation the information on the order forms, and the information entered, including subsequent updates, via the maintenance pages of our products, 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 products by any User. You are responsible for the acts or omissions by your personnel's use of the products and services, 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 PracticeAdmin software necessary for accessing and using the products and services 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, the Services requires a valid Username and Password. Certain Services are intended for access and use solely by healthcare providers ("Providers") and/or authorized members of their staff. If you are a Provider, or a Provider'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 Usernames, and Passwords (collectively, "IDs") assigned to your Users, (2) instructing your personnel to not allow another person to use their IDs to access the

Services, (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 Services using your IDs. You agree to immediately notify us of any unauthorized use of your IDs.

3. **Fees and Payment Terms.** Your use of the Services is subject to your timely payment of fees, and certain services provided to you may be subject to additional charges, as per our currently prevailing price list. PracticeAdmin, in its sole discretion, will determine the payment methods accepted from any customer. If PracticeAdmin agrees to accept checks as a form of payment from you, you agree that returned checks may be electronically re-presented and that we may electronically debit your bank account for a return check fee of \$25 or the maximum allowed by your state for any returned checks. All charges and fees, including recurring monthly fees, may change at any time, upon thirty (30) days' notice to you. Invoices are due upon receipt. Failure to receive an invoice from us does not relieve you of your obligation to pay for Services. Invoices unpaid after twenty-five (25) days will be subject to a recurring monthly late fee equal to \$25.00 plus five percent (5%) of the overdue amount, or the maximum legal rate, whichever is less, until the invoice is paid in full. Delinquent accounts may be suspended at PracticeAdmin's sole discretion. Reactivation of a suspended account may involve changes to payment terms and may result in reactivation fees.
4. **Patient Data and Legal Compliance.** The Services provided 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 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 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 Services.*

5. **General Disclaimers.** *The Site, Services, and Content are 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 and/or Services (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 customer, 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 customer on PracticeAdmin's Site and/or Services. PracticeAdmin will not be liable for unpaid claims resulting from customer's failure to use appropriate demographic information, insurance company information, procedure and diagnosis codes, referral or authorization numbers, and necessary medical documentation. 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 Services, 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 \$500.00 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 Services. You acknowledge that absent your agreement to this limitation of liability, we would not provide the Site, Services, or Content 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 these Terms of Service, (2) your unauthorized or unlawful use of the Site, Services, or Content and (3) the unauthorized or unlawful use of the Site, Services, or Content by any other person using your IDs.
9. **Entire Agreement.** These Terms of Service contains the entire agreement between you and us relating to the subject matter hereof, and supersedes any other oral or written communications relating thereto. These Terms of Service 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 these Terms of Service at any time without advance notice. We agree to post the amended form of these Terms of Service on the PracticeAdmin Web Site, and such amended form shall be effective immediately upon its posting. It is at all times your responsibility to read the most current version of these Terms of Service before using the Site, Services, or Content to ensure that you agree to the terms and conditions of any changes made to the Terms of Service. Your access of the Site or Services shall constitute your agreement with these Terms of Service. You agree that these standards for notice of changes to these Terms of Service are reasonable. In the event that any provision of these Terms of Service shall be held by a court of competent jurisdiction to be contrary to law, or becomes unenforceable for any reason whatsoever, then the remaining provisions shall remain in full force and effect.

10. **Termination.** Unless specified otherwise on your order form or other written agreement with PracticeAdmin, You may terminate any Services 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, Services, or Content immediately and automatically terminates without further notice upon your breach of these Terms of Service. We may terminate your right to use the Site, Services, or Content at any time, with or without cause. All terms survive termination that by their nature survive for a party to assert its rights and receive the protections of this agreement. We reserve the right to discontinue or make changes to the Site, Services, and Content at any time. It is your responsibility to comply with any state or federal laws or regulations regarding medical record retention. PracticeAdmin reserves the right to delete any data stored in our systems once Services have been terminated. Following termination, upon your request, PracticeAdmin will provide you with one copy of data that you had entered into the Services, 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 and until your account balance is paid in full.

11. **U.S. Government Rights.** 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 these Terms of Service without our prior written permission. Any attempt by you to assign your rights under these Terms of Service without our permission shall be void. The waiver by us of a breach of any provision of these Terms of Service shall not operate or be construed as a waiver of any other or a subsequent breach of the same or a different kind. These Terms of Service are governed by the laws of the State of Georgia, without giving effect to any principles of conflicts of law.