



PracticeAdmin, LLC

Subscriber Agreement

Version 5.0 – Effective January 26, 2026

This PracticeAdmin Subscriber Agreement (the "Subscriber Agreement") constitutes a binding agreement between PracticeAdmin, LLC, with offices located at 222 West Main Street, Belleville, IL 62220, USA ("PracticeAdmin," "we," "us," or "our") and the customer identified in an applicable Order Form ("Customer," "you," or "your") governing your and your Authorized Users' access to and use of PracticeAdmin's Services, as defined below..

By (a) executing an Order Form that references this Subscriber Agreement, (b) by subscribing to or using the PracticeAdmin Services, or (c) by executing a separate document incorporating these terms, as amended from time to time, you agree to be bound by this Subscriber Agreement, as amended. If you do not agree to the foregoing, you are not permitted to access or use the Services.

Use of the Services is also governed by:

- the Order Form(s) executed between you and PracticeAdmin;
- any applicable Business Associate Agreement ("BAA");
- PracticeAdmin's website Terms of Service; and
- PracticeAdmin's Privacy Statement;

each as may be updated from time to time. These documents are incorporated into this Subscriber Agreement by reference.

1. Definitions

For purposes of this Subscriber Agreement:

1.1 "Affiliate" means any entity that directly or indirectly controls, is controlled by, or is under common control with a party.

1.2 "Authorized User(s)" means individuals whom you authorize to access and use the Services under your account, including your employees, contractors, and any other individuals you permit to use the Services on your behalf.

1.3 "BAA" means any Business Associate Agreement executed between PracticeAdmin (as Business Associate) and Customer (as Covered Entity or Business Associate), governing the use and protection of Protected Health Information.

1.4 "Credentials" means usernames, passwords, security tokens, API keys, or any other authentication mechanisms used to access the Services.

1.5 "Customer Data" means all data, information, and content submitted to or stored in the Services by or on behalf of Customer or its Authorized Users, including Patient Information,

billing data, demographic data, schedules, claims, and any other information associated with Customer's use of the Services.

1.6 "Order Form" means a mutually executed ordering document, quote, or similar instrument that identifies Services to be provided by PracticeAdmin, associated fees, subscription terms, and any additional commercial terms.

1.7 "Patient" means an Individual, defined under HIPAA at 45 C.F.R. § 160.103 as "the person who is the subject of protected health information."

1.8 "Patient Information" means any information relating to an identified or identifiable Patient, including but not limited to Protected Health Information as defined under HIPAA and its implementing regulations, to the extent applicable.

1.9 "PHI" or "Protected Health Information" means "protected health information" as defined by the Health Insurance Portability and Accountability Act of 1996 and its implementing regulations, as amended ("HIPAA").

1.10 "Services" means, collectively, the PracticeAdmin software products, modules, functionality, portals, and related services made available to you under an Order Form and this Subscriber Agreement, including all updates and enhancements thereto.

1.11 "Site" means PracticeAdmin's websites and any subdomains, including any web-based portals made available as part of the Services.

1.12 "Third-Party Services" means any products, services, applications, systems, or websites not owned by PracticeAdmin that may integrate or interact with the Services (for example, clearinghouses, payors, labs, EHRs, APIs, or other external systems).

2. Relationship to Order Forms, BAA, and Other Documents

2.1 Order Forms. Each Order Form is incorporated into and made part of this Subscriber Agreement. If there is a conflict between an Order Form and this Subscriber Agreement, the Order Form will control with respect to the specific Services and commercial terms set forth in that Order Form.

2.2 BAA. To the extent Customer Data includes PHI and the parties have executed a BAA, the BAA is incorporated by reference. In the event of a conflict between this Subscriber Agreement and the BAA regarding terms specific to the use or protection of PHI, the BAA will control. For all other matters in the BAA, including but not limited to PracticeAdmin's liability to Customer, or indemnification obligations to Customer, this Subscriber Agreement will control.

2.3 Other Policies. Your access to and use of the Site is also subject to PracticeAdmin's Website Terms of Service and Privacy Statement, as posted on the Site and updated from time to time. In the event of a conflict between this Subscriber Agreement and such

policies, this Subscriber Agreement will control unless expressly stated otherwise in those policies.

3. License Grant and Use of Services

3.1 License Grant. Subject to your compliance with this Subscriber Agreement and payment of all applicable fees, PracticeAdmin grants you a limited, non-exclusive, non-transferable, non-sublicensable, revocable license to access and use the Services solely for your internal business operations during the applicable subscription term identified in the Order Form.

3.2 Scope of Use. Your use of the Services is limited to the scope, features, and number of Authorized Users, locations, and other usage parameters set forth in any applicable Order Form. You may not exceed such limits without PracticeAdmin's prior written consent and payment of any additional fees thereby required.

3.3 Permitted Authorized Users. You may authorize Authorized Users to access and use the Services on your behalf, provided that (a) you remain responsible for all activity under your account, and (b) each Authorized User agrees to comply with this Subscriber Agreement. You shall ensure that only Authorized Users have access to the Services.

3.4 Reservation of Rights. Except for the limited rights expressly granted in this Subscriber Agreement, PracticeAdmin and its licensors retain all right, title, and interest in and to the Services, Site, software, documentation, and all related intellectual property rights.

4. User Accounts, Credentials, and Security

4.1 Account Registration; Responsibility for Authorized Users.

To access certain Services, you must register an account and designate at least one administrative Authorized User. You may determine the number of Authorized Users authorized to access and use the Services on your behalf, provided that (a) you remain responsible for all activity conducted under your account, and (b) you ensure that each Authorized User's access to and use of the Services complies with this Subscriber Agreement and all applicable laws and regulations.

You shall ensure that only Authorized Users are permitted to access the Services. You are responsible for the acts and omissions of your Authorized Users, as well as any other persons who access the Services using your Credentials. PracticeAdmin is not liable for any loss or damage arising from unauthorized access resulting from your failure to safeguard Credentials.

All information you or your Authorized Users provide must be current, accurate, and complete, and you agree to promptly update such information as necessary.

4.2 Credentials. Access to the Services requires valid Credentials. You are solely responsible for:

- (a) maintaining the strict confidentiality of all Credentials;
- (b) instructing your personnel not to share their Credentials;
- (c) any activity occurring under your account; and
- (d) promptly notifying PracticeAdmin in writing of any actual or suspected unauthorized use, loss, or compromise of Credentials.

4.3 Suspension for Security Reasons. PracticeAdmin may, in its sole discretion and without liability, suspend or disable any Credentials or access to the Services if PracticeAdmin reasonably believes that (a) a security breach has occurred; (b) your account is being misused; or (c) such action is necessary to protect the Services or any third party.

5. Prohibited Uses

You agree that you will not, and will not permit any third party to:

- (a) copy, reproduce, republish, distribute, transmit, or otherwise exploit the Services or Site content except as expressly permitted in this Subscriber Agreement;
- (b) modify, adapt, translate, or create derivative works of the Services;
- (c) reverse engineer, decompile, disassemble, or otherwise attempt to derive or access the source code or underlying structure of the Services;
- (d) remove, alter, or obscure any proprietary or copyright notices;
- (e) use any robot, spider, scraper, or other automated device or process to access the Services for any purpose;
- (f) bypass, circumvent, or attempt to defeat any security or authentication measures, including but not limited to hiding or falsifying identity;
- (g) probe, scan, or test the vulnerability of any system or network associated with the Services;
- (h) interfere with or disrupt the Services or any servers or networks connected to the Services, including by overloading, flooding, or launching denial-of-service attacks;
- (i) rent, lease, resell, sublicense, or otherwise provide access to the Services to any third party, except as expressly authorized in an Order Form;
- (j) use the Services to send spam or other unsolicited communications;
- (k) use the Services in violation of any applicable law, regulation, or professional code of conduct, including but not limited to HIPAA, HITECH, and state privacy laws;
- (l) use the Services in any manner that infringes or misappropriates any intellectual property, privacy, or other rights of PracticeAdmin or any third party; or

(m) use the Services outside the scope of your internal business operations, or for any unlawful, fraudulent, or harmful purpose.

6. Fees, Billing, and Payment Terms

6.1 Fees. Your use of the Services is subject to the fees set forth in the applicable Order Form and PracticeAdmin's then-current price list. Additional services requested by you subsequent to submission of an Order Form will be subject to additional charges.

6.2 Invoices and Payment. Unless otherwise specified in an Order Form, invoices are due upon receipt. Failure to receive an invoice does not relieve you of your obligation to pay for the Services.

6.3 Late Payments. Invoices unpaid after thirty (30) days from the invoice date will be subject to a recurring monthly late fee of twenty-five dollars (US \$25.00) plus five percent (5%) simple interest against the overdue, unpaid amount, charged to cover collection costs, and invoiced monthly until the account is paid in full.

6.4 Payment Methods, Declined Charges, and Returned Checks. PracticeAdmin, in its sole discretion, will determine acceptable payment methods. If PracticeAdmin agrees to accept checks and any check is returned, you agree that the check may be re-presented electronically and that PracticeAdmin may electronically debit your bank account for a return check fee of the greater of: a) twenty-five dollars (US \$25.00); or b) the maximum allowed by applicable law. If you use a different payment method, which is rejected due to insufficient funds or other reasons, PracticeAdmin may charge you an additional fee which is the greater of: a) twenty-five dollars (US \$25.00); or b) the maximum allowed by applicable law.

6.5 Fee Changes. Unless otherwise agreed by the parties in an Order Form, PracticeAdmin may modify its fees and charges for the Services upon thirty (30) days' prior notice. Continued use of the Services after the effective date of any fee change constitutes your acceptance of the revised fees.

6.6 Suspension for Non-Payment. PracticeAdmin may suspend or limit your access to the Services if any undisputed amount remains unpaid thirty (30) days after the invoice date. Reactivation of a suspended account may require that you agree to changes to payment terms and may also result in reactivation fees.

6.7 Collection and Attorneys' Fees. If PracticeAdmin, in its sole discretion, initiates collection or legal action to recover unpaid fees, you agree to be subject to the jurisdiction and venue set forth in this Subscriber Agreement and to pay all reasonable attorneys' fees and collection costs incurred by PracticeAdmin.

7. Customer Data, Patient Information, and Legal Compliance

7.1 Ownership of Customer Data. As between you and PracticeAdmin, you retain all right, title, and interest in and to Customer Data. PracticeAdmin does not claim ownership of Customer Data.

7.2 PracticeAdmin Use of Customer Data. You grant PracticeAdmin a non-exclusive, worldwide, royalty-free license to host, use, reproduce, transmit, display, and process Customer Data solely (a) to provide, maintain, secure, and support the Services; (b) to prevent or address service, security, or technical issues; (c) as required by law; and (d) as otherwise permitted in this Subscriber Agreement or in a BAA.

7.3 De-Identified and Aggregated Data. PracticeAdmin may create, derive, and use de-identified and/or aggregated data derived from Customer Data and any Outputs generated through the Services (“De-Identified Data”), provided that such De-Identified Data does not identify Customer, any Authorized User, or any Patient, and is created in compliance with applicable law, including HIPAA and applicable privacy and data protection laws.

De-Identified Data is not Customer Data and does not constitute PHI or personal data for purposes of this Subscriber Agreement. De-Identified Data may include de-identified and/or aggregated data derived from Outputs, prompts, usage patterns, and interaction metadata generated through the use of any artificial intelligence or machine-learning features of the Services.

Subject to the foregoing, PracticeAdmin and its Affiliates may use, disclose, commercialize, publish, analyze, distribute, and otherwise exploit De-Identified Data for any lawful purpose, including without limitation analytics, benchmarking, research, product development, service improvement, marketing, business planning, and development of new products and services, without restriction and without obligation to Customer.

7.4 Customer Responsibilities and Legal Compliance. You represent and warrant that:

- (a) You have obtained and will maintain all necessary consents and authorizations from Patients, customers of yours and other individuals and entities whose information is contained in Customer Data;
- (b) You will comply with all applicable federal, state, and local laws and regulations relating to the collection, use, transmission, processing, disclosure, and storage of Customer Data, including Patient Information and PHI;
- (c) You will not use the Services to store or transmit any data for which you do not have lawful rights or permissions;
- (d) Your instructions to PracticeAdmin, if any, regarding either the Services or the use, transmission, processing, disclosure, and storage of Customer Data, will comply with all applicable federal, state, and local laws and regulations.

(e) You will use your best efforts to ensure that all persons under your control who use the Services comply with applicable laws and this Subscriber Agreement.

7.5 Role of PracticeAdmin. You acknowledge and agree that, with respect to Customer Data, PracticeAdmin acts as a service provider and, if a BAA is in place, as a “Business Associate” as defined by HIPAA. You further agree that it is solely your responsibility to determine whether the Services are appropriate for your intended use and to ensure your compliance and your Authorized Users' compliance with all applicable legal and professional obligations.

8. Data Security, Privacy, and HIPAA / BAA

8.1 Safeguards. PracticeAdmin will implement and maintain administrative, physical, and technical safeguards reasonably designed to protect Customer Data against accidental or unlawful destruction, loss, alteration, unauthorized disclosure, or access, consistent with applicable law and industry standards.

8.2 BAA. If the Services involve PHI and the parties have executed a BAA, PracticeAdmin will comply with its obligations as a Business Associate under the BAA. To the extent the BAA imposes more specific or stringent requirements regarding PHI, the BAA shall control as to such PHI.

8.3 Privacy Statement and Cookies. Your use of the Site is subject to PracticeAdmin's Privacy Statement, which describes how PracticeAdmin collects, uses, and discloses certain personal information, as well as its use of cookies and IP address tracking. Certain cookies are required for login and proper functioning of the Services and are transmitted through encrypted communications (such as HTTPS) for privacy.

9. Data Retention, Export, and Post-Termination Access

9.1 Retention During Term. PracticeAdmin will retain Customer Data in active systems for the duration of the applicable subscription term, subject to its standard data retention and backup policies in effect from time to time.

9.2 Customer Responsibility for Record Retention. It is your responsibility to comply with all applicable laws, regulations, and professional requirements regarding the retention, archiving, and destruction of medical and billing records. PracticeAdmin does not provide legal advice and does not assume responsibility for your record-retention obligations.

9.3 Data Export Upon Termination. Upon expiration or termination of the Services for any reason, and upon your written request made within ninety (90) days following the effective date of termination (the “Export Period”), PracticeAdmin will make available to you a one-time export of Customer Data in a common, machine-readable format (for example, CSV, JSON, or other reasonably available format, which may include HL7 where applicable), subject to: (a) your payment in full of all outstanding fees and charges, including any then-

current data export or retrieval fees; and (b) your reasonable cooperation in specifying export parameters.

9.4 Delivery Timeframe. PracticeAdmin will use commercially reasonable efforts to complete the data export within thirty (30) days after receiving a complete and valid written export request and confirmation of payment in full of any outstanding amounts due.

9.5 Backups and Archives. PracticeAdmin may maintain backup or archival copies of Customer Data for disaster-recovery and business-continuity purposes in accordance with its standard backup policies, which may involve retention for up to one hundred eighty (180) days after deletion from active systems. Such backups and archives are not intended as an online archive service for Customer and will not be made available to you except (a) as part of the one-time export described in Section 9.3, or (b) as otherwise required by law or by a separately executed agreement (such as a BAA).

9.6 Deletion of Customer Data. After the Export Period, or upon completion of the requested one-time export (whichever occurs first), PracticeAdmin may permanently delete Customer Data from its active systems and backups in the ordinary course of business, except to the extent retention is required by law, regulation, court order, or a separately executed agreement. PracticeAdmin shall have no obligation to maintain or provide any Customer Data beyond the Export Period.

10. Intellectual Property; Feedback

10.1 PracticeAdmin IP. The Site, Services, software, documentation, and all related materials, including all modifications, enhancements, and derivative works, are and will remain the exclusive property of PracticeAdmin or its licensors.

10.2 Trademarks. "PracticeAdmin" and all associated logos, designs, and service names are trademarks of PracticeAdmin. You may not use any PracticeAdmin trademarks without PracticeAdmin's prior written consent, including in any manner that (a) is likely to cause confusion; (b) suggests endorsement or sponsorship; or (c) disparages PracticeAdmin.

10.3 Customer Feedback. If you provide PracticeAdmin with suggestions, comments, or other feedback regarding the Services ("Feedback"), you grant PracticeAdmin a non-exclusive, perpetual, irrevocable, royalty-free license to use and incorporate such Feedback into its products and services without restriction or compensation to you.

11. Third-Party Services; Use of Artificial Intelligence

11.1 Third-Party Services.

The Services may enable integration or connection with Third-Party Services. You are solely responsible for selecting and enabling any Third-Party Services and for complying with their terms and conditions. PracticeAdmin does not control and is not responsible for any Third-Party Services.

Disclaimers for Third-Party Services. PracticeAdmin makes no representations or warranties regarding Third-Party Services and specifically disclaims any liability arising from or related to Third-Party Services, including data loss, downtime, or non-compliance with legal requirements.

Links. The Site may contain links to third-party websites. Such links are provided for convenience only. PracticeAdmin does not endorse and is not responsible for the content, products, or services of any linked site.

11.2 Use of Artificial Intelligence.

(a) The Services may include features or functionality that utilize generative artificial intelligence, machine learning, large language models, or similar technologies (“AI Features”). AI Features may be provided by PracticeAdmin or its third-party service providers. PracticeAdmin may modify, enhance, replace, suspend, or discontinue any AI Features at any time in its discretion.

(b) Inputs; Outputs.

In connection with AI Features, you or your Authorized Users may have the ability to submit data, content, instructions, prompts, or other inputs (“Inputs”) and receive generated responses, recommendations, analyses, or other outputs (“Outputs”). You are solely responsible for all Inputs you submit and for your evaluation and use of any Outputs. PracticeAdmin owns and is responsible for any Inputs or Outputs that result from our use of the AI Features. For clarity, PracticeAdmin does not own any Customer Data, even if included in Inputs or Outputs.

(c) No Accuracy or Suitability Guarantee.

You acknowledge and agree that Outputs may be inaccurate, incomplete, misleading, biased, or otherwise unreliable, may change over time, and may not be appropriate for any particular purpose. Outputs are not a substitute for professional judgment, advice, or independent verification. You are solely responsible for determining whether and how to rely on Outputs.

(d) No Liability for AI Outputs.

TO THE MAXIMUM EXTENT PERMITTED BY LAW, PRACTICEADMIN DISCLAIMS ALL LIABILITY ARISING FROM OR RELATED TO AI FEATURES, INPUTS, OR OUTPUTS, INCLUDING ANY ERRORS, OMISSIONS, INACCURACIES, OR RELIANCE THEREON, EXCEPT TO THE EXTENT A CLAIM ARISES FROM PRACTICEADMIN'S BREACH OF ITS EXPRESS INTELLECTUAL PROPERTY INDEMNIFICATION OBLIGATIONS WITH RESPECT TO THE SERVICES THEMSELVES.

(e) Ownership and License to Outputs.

As between the parties:

(i) PracticeAdmin retains all right, title, and interest in and to the Services, AI Features, models, algorithms, and any PracticeAdmin intellectual property embodied in the Outputs; and

(ii) subject to your compliance with this Subscriber Agreement, PracticeAdmin grants you a limited, non-exclusive, non-transferable, non-sublicensable license to use Outputs solely in the form generated through the Services and solely for your internal business purposes.

No rights are granted to use Outputs to develop, train, or improve competing products or services.

(f) No Training Rights to Identifiable Customer Data.

PracticeAdmin will not use identifiable Customer Data or PHI to train general-purpose AI models except as permitted by applicable law and any applicable BAA. Nothing in this Subscriber Agreement transfers ownership of Customer Data to PracticeAdmin.

12. Representations and Warranties

12.1 Customer Representations. You represent and warrant that:

(a) you have full power and authority to enter into and perform this Subscriber Agreement;

(b) your use of the Services will comply with this Subscriber Agreement and all applicable laws, including but not limited to laws regarding privacy, billing, submission of medical claims, registration of certain types of businesses, use of subcontractors, storage of PHI and Customer Data, anti-kickback, and marketing; and

(c) you will not introduce into the Services any viruses, malware, or other harmful code.

12.2 PracticeAdmin Representation. PracticeAdmin represents that it has the authority to grant the rights and licenses set forth in this Subscriber Agreement and that it will provide the Services in a commercially reasonable manner.

13. Disclaimers

THE SITE, SERVICES, AND ALL CONTENT ARE PROVIDED ON AN “AS IS,” “AS AVAILABLE,” WITH ALL FAULTS BASIS. YOUR USE IS AT YOUR OWN RISK.

TO THE MAXIMUM EXTENT PERMITTED BY LAW, PRACTICEADMIN EXPRESSLY DISCLAIMS ALL WARRANTIES OF ANY KIND, WHETHER EXPRESS, IMPLIED, STATUTORY, OR OTHERWISE, INCLUDING WITHOUT LIMITATION ANY IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, NON-INFRINGEMENT, AND WARRANTIES ARISING FROM COURSE OF DEALING OR USAGE OF TRADE.

PRACTICEADMIN DOES NOT WARRANT THAT THE SERVICES WILL BE UNINTERRUPTED, TIMELY, SECURE, OR ERROR-FREE, OR THAT THE SERVICES WILL BE FREE FROM VIRUSES OR OTHER HARMFUL COMPONENTS.

WITH REGARD TO THIRD PARTY INTEGRATIONS: PRACTICEADMIN DOES NOT WARRANT THAT THE SERVICES (INCLUDING BUT NOT LIMITED TO PRACTICEADMIN SERVICES RELATED TO SCHEDULING, ELECTRONIC HEALTH RECORDS, AND INSURANCE VERIFICATION) WILL WORK PROPERLY WITH ANY THIRD-PARTY SERVICES. EXCEPT FOR INTEGRATIONS SPECIFICALLY OFFERED IN AN ORDER FORM AND PAID FOR BY YOU, INTEGRATION WITH THIRD-PARTY SERVICES MAY BE DEPRECATED OR REMOVED AT ANY TIME.

14. Exclusion Of Damages and Limitation of Liability

14.1 Exclusion of Certain Damages. TO THE MAXIMUM EXTENT PERMITTED BY LAW, IN NO EVENT WILL PRACTICEADMIN BE LIABLE TO YOU OR ANY THIRD PARTY FOR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL, EXEMPLARY, OR PUNITIVE DAMAGES (INCLUDING, WITHOUT LIMITATION, DAMAGES FOR LOSS OF PROFITS, LOSS OF REVENUE, LOSS OF GOODWILL, LOSS OF DATA, OR BUSINESS INTERRUPTION) ARISING OUT OF OR RELATED TO THESE TERMS OR YOUR USE OF OR INABILITY TO USE THE SERVICES, EVEN IF PRACTICEADMIN HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

14.2 Limitation of Liability. IF, NOTWITHSTANDING THE OTHER PROVISIONS OF THESE TERMS, PRACTICEADMIN IS FOUND LIABLE FOR ANY DAMAGES OR LOSS ARISING FROM OR RELATED TO THESE TERMS OR YOUR USE OF THE SERVICES, PRACTICEADMIN'S AGGREGATE LIABILITY SHALL IN NO EVENT EXCEED THE LESSER OF (A) FIVE HUNDRED DOLLARS (US \$500.00) OR (B) THE FEES ACTUALLY PAID BY YOU TO PRACTICEADMIN FOR THE SERVICES DURING THE THREE (3) MONTHS IMMEDIATELY PRECEDING THE EVENT GIVING RISE TO THE CLAIM.

YOU ACKNOWLEDGE THAT THIS LIMITATION OF LIABILITY REFLECTS AN ALLOCATION OF RISK AND IS AN ESSENTIAL ELEMENT OF THE EXCHANGE OF CONSIDERATION BETWEEN YOU AND PRACTICEADMIN.

15. Indemnification; Insurance

15.1 Customer Indemnification. You agree to defend, indemnify, and hold harmless PracticeAdmin and its officers, directors, employees, agents, and Affiliates from and

against any and all claims, demands, losses, damages, liabilities, costs, and expenses (including reasonable attorneys' fees) arising out of or related to:

- (a) your breach of this Subscriber Agreement or any Order Form;
- (b) your misuse of the Services;
- (c) any Customer Data, Patient Information, or PHI you submit or make available through the Services;
- (d) your violation of applicable laws, regulations, or professional obligations (including HIPAA and state privacy or billing laws); or
- (e) any use of the Services by your Authorized Users or any person using your Credentials.

15.2 PracticeAdmin Indemnification. PracticeAdmin will defend, indemnify, and hold you harmless from and against third-party claims brought against you alleging that the Services, when used by you in accordance with this Subscriber Agreement, infringe a valid U.S. patent, copyright, or trademark, or misappropriate a third party's trade secret, or arise solely from PracticeAdmin's gross negligence or willful misconduct in its provision of the Services (including a security breach or unauthorized disclosure of Customer Data within PracticeAdmin's systems), and will pay any final judgments awarded or settlements entered into by PracticeAdmin in connection with such claims. This obligation is conditioned on you:

- (a) providing prompt written notice of the claim;
- (b) granting PracticeAdmin sole control over the defense and settlement of the claim; and
- (c) providing reasonable cooperation at PracticeAdmin's expense.

15.3 Exclusions. PracticeAdmin's indemnity obligations do not apply to claims arising from:

- (a) your use of the Services in combination with products, services, data, or processes not provided by PracticeAdmin;
- (b) your modification of the Services;
- (c) your failure to follow instructions or documentation provided by PracticeAdmin regarding the use of the Services;
- (d) your failure to pay for the Services or your failure to pay for Third-Party Services; or
- (e) Customer Data or Third-Party Services.

15.4 Mitigation. If the Services are, or in PracticeAdmin's reasonable opinion are likely to be, subject to a claim of infringement or misappropriation, PracticeAdmin may, at its option and expense:

- (a) procure for you the right to continue using the Services;
- (b) modify or replace the Services so they are non-infringing and materially equivalent; or
- (c) terminate the affected Services and refund any prepaid, unused fees for the remaining portion of the applicable subscription term.

15.5 Insurance. During the term of this Subscriber Agreement, PracticeAdmin will maintain in force insurance policies that are commercially reasonable for a company of its size and nature, which may include general liability and cyber-liability / network security insurance.

16. Service Modifications, Maintenance, and Force Majeure

16.1 Modifications and Updates. PracticeAdmin may from time to time modify, enhance, update, or otherwise change the Services or any part thereof, including by adding, changing, or removing features or functionality. PracticeAdmin will use commercially reasonable efforts not to materially reduce the core functionality of the Services during the applicable subscription term.

16.2 No Guarantee of Specific Features. You acknowledge that the Services are an evolving, hosted solution and that PracticeAdmin does not guarantee the continued availability of any particular feature, module, or integration. PracticeAdmin will have no liability to you or to any third party for any modification, suspension, or discontinuation of any part of the Services, subject to any express commitments in an Order Form or Service Level Agreement (if any).

16.3 Maintenance and Downtime. The Services may be unavailable from time to time due to planned maintenance, emergency maintenance, or unplanned outages. PracticeAdmin will use commercially reasonable efforts to:

- (a) schedule planned maintenance during off-peak hours; and
- (b) provide prior notice of planned maintenance that is expected to result in more than de minimis downtime.

16.4 Emergency Maintenance. PracticeAdmin may perform emergency or unscheduled maintenance, including security patches and critical fixes, without prior notice where reasonably necessary to protect the security, integrity, or availability of the Services or Customer Data.

16.5 Force Majeure. Neither party shall be liable for any delay or failure in performance under this Subscriber Agreement (other than payment obligations) to the extent caused by events beyond its reasonable control, including but not limited to acts of God, natural

disasters, fire, flood, explosion, war, terrorism, civil unrest, labor disputes, pandemics or epidemics, power or internet outages, failures of third-party hosting or telecommunications providers, acts of government, or any other similar events or circumstances (each, a “Force Majeure Event”). The affected party shall use commercially reasonable efforts to mitigate the impact of the Force Majeure Event and to resume performance as soon as reasonably practicable. If a Force Majeure Event continues for more than thirty (30) consecutive days, either party may terminate the affected Services upon written notice.

17. Term, Termination, and Suspension

17.1 Term. Unless otherwise agreed in an Order Form, the term of this Subscriber Agreement is annual, automatically renewing each year, and will remain in effect for so long as you have an active subscription to any of the Services pursuant to an Order Form, or have any outstanding obligations to PracticeAdmin, subject to termination as provided for below.

17.2 Termination by Customer. Unless otherwise specified in an Order Form or other written agreement, you may terminate the Services at any time by providing written notice to PracticeAdmin at least thirty (30) days prior to the intended date of termination.

17.3 Termination or Suspension by PracticeAdmin. PracticeAdmin may, in its sole discretion, suspend or terminate your access to the Services (in whole or in part) at any time, with or without cause, including, without limitation, if you breach this Subscriber Agreement, fail to pay fees when due, misuse the Services, or present a security risk.

17.4 Effect of Termination. Upon termination or expiration of the Services:

- (a) your right to access and use the Services terminates;
- (b) all undisputed fees and charges then due and payable shall become immediately due; and
- (c) the data retention and export provisions in Section 9 will apply.

18. Audit Rights and Compliance Review

18.1 Customer Audit Requests. Upon your reasonable written request, PracticeAdmin will make available information in a response reasonably necessary to demonstrate its compliance with its obligations relating to data security, privacy, and confidentiality under this Subscriber Agreement and any applicable BAA.

18.2 Frequency and Scope. Unless otherwise required by law or by a government or regulatory authority, you may not request such information or documentation more than once in any twelve (12) month period, and requests shall be limited to information directly relevant to the Services and to the protection of Customer Data.

18.3 Confidentiality. All information and documentation disclosed by PracticeAdmin in connection with any audit or compliance review shall be deemed PracticeAdmin's confidential information, and you shall protect it with at least the same degree of care you use to protect your own confidential information, and in no event less than a reasonable degree of care.

19. Dispute Resolution and Time Limits to Bring Claims

19.1 Good-Faith Resolution. The parties will use good-faith efforts to resolve any dispute, controversy, or claim arising out of or relating to this Subscriber Agreement or the Services (a "Dispute") through discussions between individuals with decision-making authority.

19.2 Mediation. If the parties are unable to resolve a Dispute informally within thirty (30) days, either party may request that the Dispute be submitted to non-binding mediation before a mutually agreed mediator in Illinois. The parties will share the mediator's fees and expenses equally.

19.3 Arbitration. Any dispute between the parties, whether or not arising out of this Subscriber Agreement or its performance shall be determined by one arbitrator in binding arbitration administered by the American Arbitration Association. The arbitrator shall have the sole right to determine arbitrability of each claim, and award preliminary, temporary, and permanent injunctive relief. All hearings shall be held by audio conference or video conference. The arbitrator's award shall be final and binding on the parties and may be entered and enforced in any court of competent jurisdiction.

19.4 Waiver of Class Actions and Jury Trial. TO THE MAXIMUM EXTENT PERMITTED BY LAW, EACH PARTY AGREES THAT ANY DISPUTE WILL BE CONDUCTED ONLY ON AN INDIVIDUAL BASIS AND NOT IN A CLASS, COLLECTIVE, REPRESENTATIVE, OR PRIVATE ATTORNEY GENERAL ACTION. EACH PARTY HEREBY WAIVES ANY RIGHT TO A JURY TRIAL IN ANY DISPUTE TO THE EXTENT PERMITTED BY LAW.

19.5 Time Limit to Bring Claims. ANY CAUSE OF ACTION OR CLAIM YOU MAY HAVE ARISING OUT OF OR RELATING TO THESE TERMS OR THE SERVICES MUST BE COMMENCED WITHIN ONE (1) YEAR AFTER THE CAUSE OF ACTION ACCRUES; OTHERWISE, SUCH CAUSE OF ACTION OR CLAIM IS PERMANENTLY BARRED.

20. Governing Law, Jurisdiction, and Venue

20.1 Governing Law. These Terms and any disputes arising out of or related to the Services are governed by the laws of the State of Illinois, without giving effect to its conflict of laws principles.

20.2 Jurisdiction and Venue. Except as otherwise provided in herein (regarding arbitration), you and PracticeAdmin agree to submit to the exclusive personal jurisdiction and venue of the Circuit Court of the 20th Judicial Circuit, St. Clair County, Illinois, and the United States District Court for the Northern District of Illinois with respect to any disputes arising out of

or relating to this Subscriber Agreement or the Services, including actions to enforce an arbitration award or to seek injunctive relief.

20.3 Use Outside the U.S. PracticeAdmin makes no representation that the Services or Site are appropriate or available for use in locations outside the United States, or at all times in any specific location. Those who access the Site or Services from other jurisdictions do so on their own initiative and are responsible for compliance with local laws.

21. Notices

21.1 Notices to You. PracticeAdmin may provide notices to you under this Subscriber Agreement (including notices of changes to this Subscriber Agreement or to fees) by:

- (a) email to the contact(s) listed in your account or most recent Order Form;
- (b) posting on the Site or within the Services; or
- (c) any other method reasonably designed to reach you.

21.2 Notices to PracticeAdmin. Notices to PracticeAdmin must be sent in writing to the address or email set forth in the applicable Order Form or on the Site, or to such other address as PracticeAdmin may designate from time to time.

21.3 Electronic Communications. You consent to receive electronic communications from PracticeAdmin, and agree that all agreements, notices, disclosures, and other communications that we provide electronically satisfy any legal requirement that such communications be in writing.

22. Assignment; Subcontractors; Change of Control

22.1 Assignment. You may not assign or transfer this Subscriber Agreement, any Order Form, or any of your rights or obligations hereunder, whether by operation of law or otherwise, without PracticeAdmin's prior written consent, except in connection with a merger, acquisition, corporate reorganization, or sale of all or substantially all of Customer's assets. Any attempted assignment in violation of this Section will be null and void.

22.2 Subcontractors. PracticeAdmin may engage subcontractors, Affiliates, and third-party service providers (including but not limited to cloud hosting providers, data centers, and support providers) to perform its obligations under this Subscriber Agreement, provided that PracticeAdmin remains responsible for their performance and requires them to be bound by confidentiality, privacy, and security obligations no less protective than those set forth in this Subscriber Agreement and any applicable BAA.

22.3 Use by Affiliates. Your Customers and Affiliates may use the Services under this Subscriber Agreement and the applicable Order Form, provided that you remain

responsible for all obligations under this Subscriber Agreement and for all acts and omissions of your Customers, Affiliates and their Authorized Users.

23. Miscellaneous; Entire Agreement; Survival

23.1 Export Control and Sanctions Compliance. You represent and warrant that:

- (a) you are not located in a country or territory subject to comprehensive U.S. economic sanctions; and
- (b) you are not identified on any U.S. government restricted party list (including, without limitation, the U.S. Treasury Department's Specially Designated Nationals and Blocked Persons List, the U.S. Department of Commerce's Denied Persons List or Entity List, or similar lists).

You agree not to export, re-export, transfer, or otherwise use the Services in violation of any applicable export control, sanctions, or anti-boycott laws, including those administered by the U.S. Departments of Commerce, Treasury, and State. You are solely responsible for compliance with all export and import regulations that may apply to your use of the Services outside the United States.

23.2 Entire Agreement. These Terms, together with all Order Forms, the BAA (if any), the Website Terms of Service, and the Privacy Statement, constitute the entire agreement between you and PracticeAdmin with respect to the subject matter hereof and supersede all prior or contemporaneous oral or written agreements, proposals, or representations.

23.3 Amendments. PracticeAdmin may update or modify this Subscriber Agreement from time to time. For material changes that adversely affect your rights or obligations, PracticeAdmin will use commercially reasonable efforts to provide notice (such as by email or through the Services) at least thirty (30) days before the changes take effect. Your continued use of the Services after the effective date of any updated Terms constitutes your acceptance of the updated Terms.

23.4 Severability. If any provision of this Subscriber Agreement is held to be invalid or unenforceable by a court of competent jurisdiction, the remaining provisions shall remain in full force and effect.

23.5 Waiver. No waiver of any provision of this Subscriber Agreement shall be binding unless in writing and signed by the waiving party. A party's failure to enforce any provision shall not be deemed a waiver of future enforcement of that or any other provision.

23.6 Relationship of the Parties. The parties are independent contractors. Nothing in this Subscriber Agreement shall be construed as creating a partnership, joint venture, agency, or employment relationship.

23.7 Headings. Section headings are for convenience only and shall not affect the interpretation of this Subscriber Agreement.

23.8 Survival. The following provisions shall survive expiration or termination of this Subscriber Agreement and of any Order Form: Fees and Payment; Customer Data; Data Security; Privacy and Compliance (including any applicable BAA); Data Export, Retention, and Deletion; Intellectual Property Rights and Trademarks; Third-Party Services; Use of Artificial Intelligence; Disclaimers; Exclusion of Damages; Limitation of Liability; Indemnification; Audit Rights; Force Majeure; Assignment and Subcontracting; Dispute Resolution and Statute of Limitations; Governing Law and Venue; Confidentiality (if included elsewhere); and any other provisions that by their nature are intended to survive termination or expiration.

24. Contact Information

Questions regarding this Policy may be directed to:

PracticeAdmin, LLC
222 West Main Street, Belleville, IL 62220

KReyes@PracticeAdmin.com

Direct 678-269-4766

Support Desk: 1-844-269-4780 ext. 1