

EHR YOUR WAY BY ADAPTAMED

This Adaptamed License and Terms of Service (this “Agreement”) governs your use of the MyAdaptamed.com or EHRYOURWAY.com websites (the “Sites”) and the “Service” (as defined below). The terms “we,” “us,” and “EHR YOUR WAY” refer to Adaptamed LLC, a Delaware limited liability company doing business as EHR YOUR WAY, and **YOUR NAME GOES HERE**. “You” and “your” refers to each authorized user of the Site and Service in connection with the treatment center, medical practice, or authorized person designated on the signature page to this Agreement or your purchase order. The individual signing this Agreement below represents and warrants that he or she is authorized to execute this Agreement on behalf of all of all of the members and staff of the company, practice or physician’s office who will have access to the Site or the Service.

THIS IS A LEGAL AGREEMENT (“AGREEMENT”) BETWEEN YOUR NAME GOES HERE AND ADAPTAMED, LLC. PLEASE READ THIS DOCUMENT CAREFULLY BEFORE USING THE SITE OR THE SERVICE. BY SIGNING THIS AGREEMENT, YOU ARE AGREEING TO BE BOUND BY, AND ARE BECOMING A PARTY TO, THIS AGREEMENT. IF YOU DO NOT AGREE TO THE TERMS OF THIS AGREEMENT, PLEASE NOTIFY US IMMEDIATELY.

The Site is intended to provide users with an easy-to-use online management solution including a complete electronic medical records and practice management system, document management system, emergency website, and patient portal (collectively, the “Service”). You acknowledge that, like all websites, the Site may experience periodic and unexpected loss of services or slowdowns in response time and agree that we will not be held liable for loss, damage or injury sustained as a result thereof.

We may modify the Site and the Service, and this Agreement from time to time. Any new features that augment or enhance the Site, including the release of new tools and resources, will be subject to this Agreement as may be in effect at such time. You can review the most current version of the Terms of Service at any time by visiting our website: www.ehrYOURway.com. By using the Site and Service you agree to be bound by the then-current version of this Agreement. If at any time you do not agree to the then-current version of this Agreement you must cancel your account.

User Conduct

As a condition of your use of the Site and the Service, you warrant to us that you will not use the Site or Service for any purpose that is unlawful or prohibited by this Agreement. You may not use the Site or the Service in any manner which could damage us, the Site, or the Service (including without limitation by disabling, overburdening, or impairing the Site or interfere with any other party’s use and enjoyment of the Site or the Service). You may not: (i) upload, post, or otherwise transmit through or on the Site any viruses or other harmful, disruptive or destructive files; (ii) obtain or attempt to obtain any materials or information through any means not intentionally made available or provided for through the Site; (iii) attempt to decipher, decompile, disassemble or reverse engineer the Site or Service or allow others to do so; or (iv) modify or create derivative works of the Site or Service. In addition, you agree that you are solely responsible for actions and communications undertaken or transmitted under your account, and that you will comply with all applicable laws and regulations that relate to your use of or activities on the Site. The Site is controlled and operated in the United States. If you are in a jurisdiction which restricts you from accessing the Site or Service, you may not access or use the Site or Service. We make no representation that the Site or Service is appropriate or available for use outside the United States.

Subscription/Account Details

In order to subscribe to the Site and use the Service you must be and you hereby represent and warrant that you are, licensed in the United States or an employee of a company, independent contractor of a company, or medical practice licensed to practice in the United States.

If you or anyone in your organization or an independent contractor for your organization, uses any features that require medical licensing, you hereby represent and warrant that you or they are currently licensed; or a physician licensed to practice medicine in the United States; or an independent contractor of your company who is licensed to practice medicine in the United States; or an employee of a company, or medical practice of one or more doctors, licensed to practice medicine in the United States.

Physician accounts may only be used by one physician: multiple physicians may not share a single account/login. You are responsible for all content posted and activity that occurs under your account. We may change our Service fees from time to time (including but not limited to monthly subscription fees, storage fees, file generation fees, faxing fees, or emailing fees) upon thirty (30) days notice. We may also provide notice by posting the changes to the Site. We encourage you to revisit the Site frequently to stay fully informed.

Payment, Refunds, Upgrading and Downgrading Terms

Monthly Service subscription fees are payable no later than the 5th calendar day of each month, and are non-refundable. Unless noted otherwise, all fees are exclusive of all taxes, levies, or duties imposed by taxing authorities, and you will be responsible for payment of all such taxes, levies, or duties. If your account is delinquent for more than fifty-five (55) consecutive days, you will be given notice and five (5) days to cure. If your account remains delinquent after sixty (60) consecutive days, we may suspend or terminate your account. **IMPLEMENTATION FEES ARE NON-REUNDABLE.**

Termination

We can cancel your account and terminate this Agreement: (i) with thirty (30) days prior written notice for any or no reason; or (ii) immediately if you breach this Agreement or if any representation or warranty you have made is or becomes untrue. Upon cancellation you will pay any outstanding amounts owed to us. Upon your request upon cancellation we will provide you with a backup of your User Data (as defined below). We may charge you up to \$299 for this backup. Alternately, you may at any time, export a copy of your data using the export functionality provided in the software. You must cease all use of the Site, the Content, and the Service immediately upon termination. Termination of this Agreement and cancellation of the Service are without prejudice to any rights of either party, and termination will not relieve either party of any of its obligations to the other existing at the time of termination or surviving thereafter.

Downtime

We take access to the software seriously and have taken precautions including redundancy to minimize risk of failure.

If for any reason our data center or our servers are down, you will have full access to all historical data from our redundant system.

However, there will be limited write functionality until the issue is fixed.

Training and Support.

Your paid subscription includes the following web based training:

Front Office: 10 Hours (Usual training 2-4 hours)

Providers: 10 Hours (Usual training 2-3 hours)

License

All images, graphics, illustrations, design, icons, photographs, data, text and other materials that are part of the Site but not including forms provided by "YOU" which may be deemed copyrighted by "YOU" and excluding the User Data (as defined below) (collectively the "Content") are and will remain exclusively owned by us and you will not acquire any right, title or interest in and to the Content. All intellectual property rights arising from or embodied in the Site, the Service, or the Content, are and will remain our sole and exclusive property, and you will not acquire any right, title or interest in and to the same, except for the limited rights expressly granted in this Agreement. Subject to your compliance with this Agreement we hereby grant you a limited, terminable, personal, non-exclusive license to access and use the Site solely as provided in this Agreement. You may not download or modify the Site or any information or data therein, except for the data you provide to the Site (the "User Data"). We will not be liable for any loss or damage arising from your failure to comply with this Agreement. All User Data that you provide to the Site will remain your property and your responsibility, and you hereby grant us a non-exclusive, non-transferable license, for so long as your account is active, to copy, use, publicly display (if you have designated such User Data for public viewing or viewing by other members of the Site) and transmit on the Site your User Data.

Medical Disclaimer/Assumption of Risk

The Site and Service only provide administrative assistance and do not in any way provide medical advice. It is your obligation to evaluate the information available on the Site. Because you are a licensed professional or work under the supervision of a licensed professional, you must exercise your professional judgment in evaluating any information on the Site, and we encourage you to confirm the information contained on the Site with other sources before using it for any purpose whatsoever. You agree and understand that any information on the Site posted by others is based on the licensed professional or providing physician's evaluation of the particular situation or patient, which likely has taken into consideration variables that are unique to such situation or patient and may not be present in or applicable to any other situation or patient. You may not use any Content posted on the Site unless and until you have concluded in your own sound judgment and professional medical opinion that the information is appropriate for use with a specific situation or patient.

No information posted on the Site is intended to be used as a substitute for your own independent evaluation of your own clinical situations and patients. We are not responsible for the accuracy of any Content or other information posted on the Site, including without limitation any information you, other licensed professionals or other physicians post to the Site. We will not be liable for any damages resulting from your use of any Content or information on the Site. Similarly, we will not be liable for another user's use of any Content or information you post. Information posted on the Site may not be correct, reliable, appropriate, or relevant for a particular patient and/or medical situation. We do not recommend or endorse any specific studies, tests, products, procedures, opinions, licensed professionals, physicians, clinics, or other information that may be mentioned or referenced on the Site.

Your HIPAA Obligations

Use and disclosure of health information, patient records, and related identifying information (“health information”) is subject to extensive United States Federal and state regulation, including the Health Insurance Portability and Accountability Act of 1996 (“HIPAA”). You agree to comply at all times with your obligations under HIPAA, all regulations promulgated there under from time to time, and all

other applicable Federal and state laws and regulations. While the Service provides an infrastructure for efficient storage, retrieval and distribution of health information, making medical and/or legal determinations concerning the disclosure and distribution of any health information is solely your responsibility. Certain areas of the Site allow users to share information and content with one another. You may not disclose or distribute any health information unless permitted by law. You may not post or store health information in areas of the Site or Service where such information may be disclosed or distributed, unless you use the term “Patient,” redacting all other potentially identifiable information, and otherwise at all times comply with applicable laws and regulations. You may from time to time wish to disclose health information to insurance companies, HMOs, other health care providers, laboratories, and similar companies. It is your responsibility to comply with HIPAA and all other applicable laws and regulations in connection with such disclosure. Without limitation, you understand that written patient consent to disclose or release health information is generally required by law prior to disclosure or release of health information. We do not provide any guidance with respect to compliance with applicable laws and regulations.

Site Operations

We use third party vendors and hosting partners to provide the necessary hardware, software, networking, storage, and related technology required to run the Site and Service. You are responsible for obtaining, installing and maintaining your own internal equipment and communications services necessary to access and use the Site and Service at your cost. The Site may contain links to other websites (“Linked Sites”). We do not operate or control any information, products or services on the Linked Sites, and neither endorse nor approve any products or information offered at Linked Sites. You may access Linked Sites at your own risk.

Privacy.

All information that we obtain from you, or from transactions processed through the Site, including names, addresses, telephone numbers, e-mail addresses, credit card numbers, and any other information concerning use, transactions, and traffic through the Site may be collected and used by us as provided in our Privacy Policy which can be accessed through the following link:www.Adapatmed.com

Disclaimer of Warranties

THE SITE, THE SERVICE, AND ALL CONTENT ARE PROVIDED ON AN “AS IS” AND “AS AVAILABLE” BASIS WITHOUT ANY REPRESENTATIONS OR WARRANTIES OF ANY KIND. USE OF THE SITE AND SERVICE IS AT YOUR SOLE RISK AND NEITHER ADAPTAMED, LLC, NOR ANY OF ITS EMPLOYEES, REPRESENTATIVES, OR AGENTS HAVE WARRANTED OR WILL WARRANT THAT THE SITE OR SERVICE WILL BE UNINTERRUPTED OR ERROR FREE OR THAT ERRORS WILL BE CORRECTED. ADAPTAMED, LLC, EXPRESSLY DISCLAIMS ALL WARRANTIES CONCERNING THE SITE, THE SERVICE, AND ALL CONTENT, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, ANY IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR USE, AND NON- INFRINGEMENT. NO RESELLER OR SALES PERSON IS AUTHORIZED TO MODIFY THIS DISCLAIMER OR AGREEMENT IN ANY WAY. ANY MODIFICATION TO THIS WILL BE INEFFECTIVE AND OF NO FORCE OR EFFECT UNLESS IT IS IN WRITING AND SIGNED BY THE COMPANY’S MANAGER OR PRESIDENT.

Indemnification

You will defend, indemnify, and hold Adaptamed, LLC, and its members, managers, officers, directors, employees, agents, and representatives harmless from and against all claims, demands, actions, causes of action, costs, damages, expenses, penalties, liabilities, and losses, including without limitation attorney’s fees and costs incurred, whether or not a lawsuit or other action is filed, arising out of or related to (i) your (or your employees, representatives, agents, independent contractors and other persons using your account to access the Site or Service) access or use of, or inability to access or use, the Site, the Service, or the Content and other information contained in the Site, the Service, or the other websites to which they are linked; (ii) any of the User Data or other communications or Content that you (or your employees, representatives, agents, independent contractors or other persons using your account to access the Site or Service) submit to the Site or Service; and (iii) your breach (or the breach of your employees, representatives, agents, independent contractors or other persons using your account to access the Site or Service) of this Agreement or the falsity of any representation or warranty made by you in this Agreement.

Limitation of Liability

WE WILL NOT BE LIABLE FOR (i) ECONOMIC, INCIDENTAL, CONSEQUENTIAL, INDIRECT, SPECIAL, PUNITIVE OR EXEMPLARY DAMAGES OR LOST PROFITS, WHETHER FORESEEABLE OR UNFORESEEABLE, WHETHER CLAIMED UNDER CONTRACT, TORT, NEGLIGENCE, BREACH, FAILURE OF WARRANTY OR ANY OTHER LEGAL THEORY OR (ii) LOSS OF OR DAMAGE TO HARDWARE OR SOFTWARE, CUSTOMER DATA OR PROGRAMMING. THIS LIMITATION OF LIABILITY IS INTENDED TO APPLY WITHOUT REGARD TO WHETHER OTHER PROVISIONS OF THIS AGREEMENT HAVE BEEN BREACHED OR PROVEN INEFFECTIVE. OUR MAXIMUM AGGREGATE LIABILITY FOR ALL CLAIMS UNDER THIS AGREEMENT, OR OTHERWISE ARISING FROM OR RELATING TO YOUR USE OF THE SITE OR SERVICE, WILL BE LIMITED TO THE AMOUNT OF FEES YOU HAVE ACTUALLY PAID TO US UNDER THIS AGREEMENT. IMPLEMENTATION FEES ARE NON-REFUNDABLE.

Assignment and Transfer

You may assign or otherwise transfer this Agreement or any of your rights or obligations hereunder, directly or indirectly, by operation of law or otherwise, only with our prior written consent, which will not unreasonably be withheld.

General Terms and Conditions

This Agreement will be interpreted and enforced according to the laws of the State of California, without application of its conflicts or choice of law rules. This Agreement and the provision of the Site and Service will be deemed to be entirely performed in San Diego, California. You hereby irrevocably submit to the exclusive jurisdiction of the state and federal courts located in San Diego County, California, for any action or proceeding regarding the Site, the Service, or this Agreement. In the event any action or proceeding ("Proceeding") is initiated by a party against the other party to enforce, interpret, or otherwise obtain judicial or quasi-judicial relief in connection with this Agreement, the prevailing party in such Proceeding will be entitled to recover from the other party all costs, expenses, actual attorney's and expert witness fees, relating to or arising out of such Proceeding (whether or not such Proceeding proceeds to judgment). Our failure or delay to enforce any provision of this Agreement will not be deemed either a waiver of such provision or a waiver of the right to enforce such provision.

If any provision, or part thereof, of this Agreement is judicially declared invalid, void or unenforceable, each and every other provision, or part thereof, nevertheless will continue in full force and effect, and the unenforceable provision will be changed or interpreted so as best to accomplish the objectives and intent of such provision within the limits of applicable law. Use of the Site and Service is unauthorized in any jurisdiction that does not give effect to all provisions of this Agreement, including without limitation this paragraph. You agree that no joint venture, partnership, employment, or agency relationship exists between you and us as a result of this Agreement or use of the Site or Service. We may assign this Agreement, in whole or in part, at any time. Subject to restrictions on transfer contained in this Agreement, this Agreement will be binding upon and will inure to the benefit of the successors in interest and assigns of each party. You are not permitted to modify this Agreement unless such modification has been agreed to in writing by Adaptamed, LLC.

YOU MUST AGREE TO THIS AGREEMENT IN ORDER TO CREATE AN ACCOUNT AND USE THE SITE AND SERVICE.

- **Yes, I accept the Adaptamed License and Terms of Service.**

Authorized Person's Name: _____

Authorized Signature: _____

Date: _____

Company: YOUR NAME GOES HERE