



TERMS AND CONDITIONS

1. **PURCHASE AGREEMENT.** Advanced Data Systems Corp. ("ADS") agrees to license the Medics software (hereinafter called "ADS Application Software" or "the Software") to Customer (also referred to as "Licensee") subject to the terms and conditions hereinafter set forth upon acceptance of this Purchase Agreement in writing by an authorized officer of ADS.

2. **SOFTWARE LICENSE AGREEMENT.** ADS hereby grants and Customer hereby accepts a non-exclusive and non-transferable license to use the hosted ADS Application Software Programs for the term of this Agreement, while all amounts due to ADS are paid in full, for the sole use of Customer in Customer's own business. Customer acknowledges that they have purchased a license for the use of ADS' proprietary Application Software on an "as is" basis. The Software is and shall remain the sole property of ADS and payment of the license fee only permits Customer to access and use the hosted Application Software programs supplied by ADS as described in this Agreement. Customer acknowledges that the Software is a valuable and unique asset of ADS which contains proprietary information and valuable trade secrets and is protected by federal copyright laws. Customer acknowledges that no rights to duplicate the Software or documentation are granted or implied by payment of the license fee. Any breach of the foregoing conditions will permit ADS to terminate the license granted hereunder and terminate access to the Software immediately, to recover its property by all remedies available at law or in equity, in addition to claims for monetary damages including but not limited to all costs and attorney's fees incurred by ADS. Licensee shall: (a) neither transfer, copy, divulge, or permit access to or use of the Software or any part thereof to or by other person(s) or entity(ies), (b) maintain the Software in Licensee's control and possession at all times, and (c) take all reasonable steps to protect the Software from copying or unauthorized use or disclosure, (d) only use ADS for Telephone Support, Software Updates, and Customization of the Software, (e) neither solicit and/or hire any current ADS employee, (f) remit required payments to ADS in accordance with the terms of this Agreement, (g) neither stop payment on any check transmitted to ADS or fail to ensure that Customer's check is not rejected by Customer's bank due to insufficient funds or any other reason.

3. **PAYMENT.** Payment for training, implementation, and other upfront/one-time costs on Purchase Agreement are payable upon Customer's signing of this Agreement, with the monthly payments and other amounts due to ADS payable as documented on the Purchase Agreement. This Agreement provides for either (i) quarterly payments or (ii) monthly payments, both of which require a signed ACH Agreement. Client's first quarterly or monthly payments begin on the first day of the month following the month in which the first initial training session is completed, and no later than 90 days after the date this Agreement is signed by Customer, thereafter payments for the following month/quarter are to be paid 3 business days prior to the start of the following month/quarter. Customer agrees that this Agreement is not contingent upon Customer obtaining financing. Customer agrees to pay any sales and/or other taxes and tariffs due upon the sale, purchase, use, and operation of the System or related services. Customer agrees that ADS' obligation to provide Training, System documentation, Telephone Support, and any other products and/or services as specified in the Agreement will be provided only if Customer has made payments in accordance to the agreed upon payment plan per this Agreement. Customer agrees not to make any deduction from, nor shall it assert any right of set-off against any payments related to this Agreement. If Client has any outstanding amounts due to ADS or any affiliated ADS companies beyond the specified payment terms, ADS reserves the right to delay or suspend the implementation process until all such outstanding amounts are paid in full. This clause does not alter or affect any other provisions of this Agreement; all other terms and conditions shall remain as stated herein. A Claim is considered a transaction of up to five (5) Procedures with the same date of service for a patient. Each bundle of up to 5 additional procedures for that patient on that date will be counted as an additional claim, regardless of party being billed. All charges and payments received and due hereunder are non-refundable. All 3rd party fees included in the Purchase Agreement are subject to change upon increase from the Third Party. Customer will be given 30 days notice of any such change.

4. **FORCE MAJEURE, SYSTEM ACCESS AND ACCEPTANCE.** ADS will prepare the System for Customer's access as specified in this Agreement subject to the terms and conditions of this Agreement. ADS will prepare the System during ADS' normal business day. Customer understands and agrees that ADS has no responsibility for Customer-supplied equipment such as Personal Computers, Printers or any other devices hooked up to the System. Additionally, Customer understands and agrees that ADS has no responsibility for the compatibility of these devices with the System. Customer's acceptance of the System shall be final and irrevocable and Customer agrees that claims of non-conformity shall not be made thereafter. Upon access to the System and proper performance of ADS' standard diagnostic procedures of the System, Customer agrees that acceptance of the System shall be deemed to have occurred, with or without a written acceptance. Specifications contained herein are the sole and complete definition of the System as purchased by the Customer hereunder.

5. **TRAINING AND CUSTOMER'S OBLIGATIONS.** ADS' obligation to provide Training, System Documentation, Telephone Support, and any other products and/or services as specified in the Agreement are subject to the provisions of paragraph 3. System training consists of the number of hours of training as specified in this Agreement to be provided to Customer's personnel as specified in Agreement with the then current System Documentation. Scheduling of training sessions shall be determined by ADS according to ADS' training schedule. Customer will designate one specific Contact person to act as liaison between Customer and ADS.

(a) Customer agrees to advise ADS by telephone (at telephone number designated by ADS) by 12:00 noon on the preceding business day of a scheduled training session for cancellation or rescheduling of that session.

(b) Customer agrees that training shall be completed within one hundred eighty (180) days after access to the System and that ADS and/or its representatives shall have no further obligation to provide any training after such one hundred eighty (180) day period. Failure to complete training within the one hundred eighty (180) day period shall not relieve Customer of any of its obligations hereunder and shall not constitute default on the part of ADS and/or its representatives.

(c) Customer agrees to prepare the site(s) at their location(s) where System will be accessed, by the System access date and that Customer will be in compliance with ADS minimum hardware and internet access requirements.

(d) Customer shall have sole responsibility for the preparation, entry, and verification of any and all data required to be provided for proper operations and use of the System. ADS and its representatives shall not under any circumstances whatsoever have any responsibility or liability in connection with any such data.

6. **TELEPHONE SUPPORT AND SOFTWARE UPDATES.** ADS' obligation to provide Telephone Support, Software Updates, System Documentation and any other products and/or services as specified in the Agreement are subject to the provisions of paragraph 3. Access date of the System shall commence the period specified herein for ADS to use its best efforts to provide Customer with Telephone Support and Software Updates. Telephone advisory support shall be furnished to Customer Contact person only by their calling (800) 899-4237 (or other number specified by an authorized officer of ADS) during ADS normal business day or by emailing ADS Software Support as specified by ADS. Telephone advisory support, Software Updates and any service provided to Customer by ADS are subject to applicable ADS policies and procedures in effect at that time. Telephone advisory support is denoted as assisting Customer Contact person with System operations.

questions, and shall not exceed four hours per month for the period as specified herein. ADS does not provide training or support for any alterations, attachments, modifications or additions to the System (including Hardware and Software not provided by ADS), or for any System so modified after installation of the original System as provided by ADS.

7. **LIMITED WARRANTY.** ADS WARRANTS THAT SOFTWARE WILL FUNCTION FOR PHYSICIAN MEDICAL BILLING AS DEFINED BY MEDICARE PART B REQUIREMENTS AND OTHER PAYERS USING EDI CLEARINGHOUSE STANDARD 835 AND 837 FORMATS. ADS FURTHER WARRANTS THAT THE SOFTWARE WILL FUNCTION SUBSTANTIALLY AS PER THEN CURRENT SYSTEM DOCUMENTATION. ASIDE FROM THE FORGOING WARRANTY, ADS AND ITS REPRESENTATIVES HAVE NOT MADE NOR DO THEY MAKE ANY WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, WITH RESPECT TO ALL OR ANY PORTION OF ANY PRODUCTS AND/OR SERVICES PROVIDED TO CUSTOMER (INCLUDING THE SOFTWARE, TRAINING AND SERVICES) INCLUDING, BUT NOT LIMITED TO, WARRANTIES OR

MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, CONDITION, QUALITY, DURABILITY, PERFORMANCE, FUNCTIONALITY, SUITABILITY, AND/OR USABILITY OF ANY SUCH PRODUCTS AND/OR SERVICES, OR THAT THE SYSTEM WILL SATISFY CUSTOMER'S EXPECTATIONS OR THAT THE OPERATION OF THE SYSTEM WILL BE UNINTERRUPTED OR ERROR FREE. All Software, training and services provided to Customer by ADS are provided solely on an "as is" basis. It is agreed that ADS and its representatives shall not be liable to the Customer or others, for any claim, loss or damage caused or alleged to have been caused directly or indirectly by the System or use thereof or by ADS and/or its representatives' inability to deliver, install, maintain or instruct Customer in the use of the System. It is further agreed that in no event shall ADS and/or its representatives be responsible or liable for incidental or consequential damages, even if ADS and/or its representatives have been advised of the possibility of such damages, nor shall ADS and/or its representatives' liability for damages to Customer or third parties, if same are assessed or awarded notwithstanding the provisions of this paragraph 7, ever exceed actual, direct damages up to but not exceeding an amount equal to three (3) times the average monthly fee paid by Customer to ADS for the Software for Practice Management and/or Electronic Health Records (EHR) monthly fees in the past 3 months.

8. **INDEMNIFICATION AND PRODUCT LIABILITY.** The "ADS Application Software" is copyrighted by ADS and is the sole property of ADS. ADS shall indemnify and hold Customer harmless against any claim for copyright infringement which may arise in connection with the "ADS Application Software" System. In addition, ADS shall indemnify and hold Customer harmless for any claim or allegation asserted against Customer that the "ADS Application Software" System violates a Trademark, License, Licensing Agreement, Patent, or that the System in any way infringes upon a 3rd party's Intellectual Property rights which may arise in connection with the "ADS Application Software" System. Customer shall promptly notify ADS in writing of any claim under this paragraph, and provide all reasonable assistance in connection therewith. Customer shall indemnify and hold ADS and its representatives harmless from and against any and all actions, claims or demands, regardless of form, arising out of or in any way connected with the System, or this Agreement, including but not limited to the installation, maintenance, use or operation of the System. Customer agrees that ADS and/or its representatives have no control over, and are not responsible for the manner in which the System will be used by the Customer. Customer shall assume all responsibility for any and all sums which ADS, its representatives and/or the Customer becomes obligated to pay because of injury to persons or damage to property caused by or resulting, directly or indirectly, in any manner whatsoever from the installation, maintenance, use or operation of the System, or the failure of the System to comply with any laws or obligations.

9. **GOVERNING LAW, SEVERABILITY OF PROVISIONS.** This Agreement shall be governed by, construed and enforced in accordance with the laws of the State of New Jersey. Captions provided herein are for convenience only and shall not be used in interpretations of the respective sections. In the event that any portion or clause of any provision of this Agreement which is deemed prohibited or unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective to the extent of such prohibition or unenforceability without invalidating the remaining provisions hereof or thereof or affecting the validity or enforceability of such provision in any other jurisdiction.

10. **BINDING EFFECT.** This Agreement shall be binding upon and inure to the benefit of ADS and Customer, and their respective successors and assigns, except that Customer shall not have the right to assign its rights or delegate its duties and/or obligations hereunder, or any interest herein without the prior express written consent of ADS. Customer agrees that any attempt to do so is void.

11. **NOTICES.** All notices to be given pursuant to the terms and conditions of this Agreement shall be given in writing via mail to the parties at their respective addresses as set forth in the Agreement or to such other addresses as either party may advise the other of in writing.

12. **MISCELLANEOUS.**

(a) Any modifications or amendments to this Agreement must be approved in writing by the Board of Directors of ADS. ADS' obligation to provide training, system documentation, telephone support, and any other products and/or services as specified in the Agreement are subject to the provisions of paragraph 3. ADS shall have no obligation to provide Customer with any product, services, credits and/or rebates, which are not expressly set forth herein.

(b) Customer agrees that at no time has there been any representation or promise by any representative of ADS that ADS will obtain financing for Customer or aid Customer in obtaining such financing, and Customer has not entered into this transaction upon reliance of any such representation.

(c) Any payments made either as deposit, monthly, or installment payments hereunder are to be retained by ADS as liquidated damages in the event of any breach of any Terms or Conditions by Customer under the Agreement. ADS shall be permitted to retain any or all monies paid by Customer and shall also have the right to make claim for Customer's specific performance and all monies due in accordance with this Agreement.

(d) Customer understands and agrees that failure by Customer to schedule and accept access to the System within one hundred eighty (180) days of the date of Contract constitutes default under this Agreement and ADS shall retain all monies paid by Customer and ADS shall also have the right to make claim for Customer's specific performance and all monies due in accordance with this Agreement.

(e) Customer is hereby given three business days within which to furnish written notice of cancellation of this Agreement to ADS. In the event such written notice is not received by ADS within four business days of ADS' receipt of this Agreement signed by Customer then in such event Customer shall have no further right of cancellation hereunder.

(f) **Customer and ADS understand and agree that their sole and exclusive remedy for any claims that each may have against the other arising under or in connection with this agreement shall be determined by Arbitration with ADR Options, Inc., 1800 John F Kennedy Blvd Ste 1110, Philadelphia, PA 19103, having exclusive jurisdiction over such claims. It is further agreed by the parties that any hearing before ADR Options shall take place in the State of New Jersey. It is further agreed by customer that all costs of Arbitration shall be paid by, and be the responsibility of customer. The Award of the Arbitrator from ADR Options, Inc. shall be final and binding and may be entered in any Court having jurisdiction thereof.**

(g) No action, whatsoever its form which arises out of this Agreement may be brought by either party more than one year after access to the System, except payments due to ADS.

(h) Customer acknowledges that Customer has read this Agreement, and by executing this Agreement with their signature, understands it and agrees to be bound by its terms and conditions. This agreement contains the entire understanding among the parties and supersedes any prior understanding and/or written or oral agreements among them respecting the within subject matter. There are no representations, agreements, arrangements, or understanding, oral or written, between or among the parties hereto relating to the subject matter hereof that are not fully expressed herein. This contract is the full and final expression of the agreement and shall not be contradicted by any prior or subsequent written or oral agreement unless signed by both parties.

(i) After initial term, either Party must provide thirty (30) days' written notice of intent to cancel, otherwise this agreement will renew in twelve (12) month increments at the standard ADS rates in effect at the time. At the end of the term Customer will be given a backup of their data. Data extractions will be quoted in Customer's requested format and charged based on the time and effort.

(j) iPhone/Android Mobile Application works on most devices.

(k) Patient Portal contains one standard questionnaire and three consents. Additional customization available for which fees apply.

(l) Storage up to 15 GB per Provider.

(m) Third party services, etc. are provided by those parties. They are billed separately and supported by those parties and are not considered part of this agreement.

(n) ADS will back up all Customer data in the Software hosted on ADS' server.