

MEDICAL REPUBLIC 2.0

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If you are installing trial, evaluation use, or beta Software, please note that special terms and conditions apply, as described below in Sections 4, 5 and 6.

If you use the Software on a Computer that you share with other End Users, and if another End User installs a new version of the Software and accepts a new version of this EULA, you agree to be bound by the new version of the EULA. Please refer to the Help menu in the Software for the most current version of this EULA.

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- (a) "Hub Account" or "Account" means a practice or billing company of MEDICAL REPUBLIC that is assigned Account Credentials that uniquely identifies the business entity to MEDICAL REPUBLIC.
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- (e) "Documentation" means any online help text and/or manuals provided with the Software.
- (f) "End User" means you and any human being whose use of the Software you sponsor.
- (g) "Hosted Services" means any server-based services provided by MEDICAL REPUBLIC to support use of Software.
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(j) "Software" means the MEDICAL REPUBLIC software accompanying this EULA, in object code form, together with any of the following that may form a part of it or subsequently be provided by MEDICAL REPUBLIC for use with it: (A) tools, toolsets, and other software applications or components; (B) graphical, video or audio content; (C) Documentation; and (D) any Updates and Upgrades.

(k) "Terms and Conditions" means the document accessible on the Web Site that sets forth certain terms and conditions related to use of MEDICAL REPUBLIC trademarks, as it may be amended by MEDICAL REPUBLIC from time to time.

(l) "Updates" means enhancements, bug fixes, patches, or other revisions to or modifications of Software that MEDICAL REPUBLIC provides to you or any End User, including those it makes generally available to customers that subscribe to its software maintenance services. Updates do not include Upgrades.

(m) "Upgrade" means a major release of Software, as determined by MEDICAL REPUBLIC in its sole discretion.

(n) "Web Site" means MEDICAL REPUBLIC's web site located at <http://www.MedicalRepublic.com>.

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(b) Hosted Services. Your use of Hosted Services is subject to the terms, conditions and limitations pertaining to the service level, if any, to which you have subscribed, as described in a separate agreement or a formal service offering description posted on the Web Site.

(c) Third-Party Access to Software Functionality. You may permit any number of individual users to access the Software's functionality directly or indirectly via its application program interface or network protocol interface, provided that each user who accesses the Software's functionality in either manner must possess current and valid license rights to a copy of the Software. This right does not apply to trial or preview Software.

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(a) **Use.** If the Software is designated as pre-release or beta software, then you may use it (and any Services MEDICAL REPUBLIC chooses to provide you in connection with it) in a manner consistent with the terms of this EULA solely to test the product internally, test the compatibility of your application or other product(s) that operate in conjunction with the Software, and to evaluate the Software for the purpose of providing Feedback regarding it to MEDICAL REPUBLIC. You may use the Software until the earlier of (i) 120 days from the Delivery Date, (ii) the date of the commercial release of the non-beta version of the Software, or (iii) 10 days after the date on which you or we send written notice to the other terminating your right to use the beta Software, which either of us may do at any time. You may not use the Software in a live operating environment where it may be relied upon to perform in the same manner as a commercially released product or with data that has not been sufficiently backed up. You may not use the Software for benchmark or performance testing.

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(b) MEDICAL REPUBLIC warrants that it will, subject to the terms of this EULA, maintain the availability of the Hosted Service(s) according to the MEDICAL REPUBLIC Terms and Conditions.

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11. TERM AND TERMINATION. The term of this EULA will commence upon installation or use of the Software and continue perpetually, unless you and MEDICAL REPUBLIC enter into a new agreement that entirely replaces this EULA or MEDICAL REPUBLIC terminates this EULA as provided herein. Without prejudice to any other rights, MEDICAL REPUBLIC may terminate this EULA if you fail to comply with its terms and conditions. If MEDICAL REPUBLIC terminates this EULA, (i) you must immediately stop using the Software and destroy all copies of the Software and all of its component parts, and (ii) MEDICAL REPUBLIC will have no further obligation to provide any Services being provided to you or any End Users as of the termination date. The parties' respective rights and obligations under Sections 2 (Ownership), 7 (Restrictions), 9 (Limited Warranty and Warranty Disclaimer), 10 (Exclusion of Damages and Limitation of Liability), and Section 12 (General Provisions) will survive the termination of this EULA. The term of any Services offering to which you subscribe will be extended automatically for successive periods of twelve (12) months (or, if greater than twelve (12) months, the duration of the initial subscription period), and on MEDICAL REPUBLIC's standard terms and prices then in effect, unless either party gives notice of cancellation to the other at least sixty (60) days before the subscription expires.

12. GENERAL PROVISIONS.

(a) Export Restrictions. You agree to comply with all applicable laws and regulations of governmental bodies and agencies related to use of the Software and Services and your performance under this EULA. In particular, you acknowledge that the Software is of United States origin, is subject to United States export laws and regulations, and may not be exported or re-exported to any other country. You represent that you will not use or transfer the Software in violation of any U.S. or foreign laws or regulations, or permit others to do so.

(b) Data Protection. Each party undertakes to comply with its obligations under the relevant EU data protection and privacy legislation including (where applicable) the EC Data Protection Directive (95/46) and equivalent national legislation.

(c) Application Sharing. The Software may contain features that enable software applications to be shared among two or more computers. Use of third party software through any application sharing functionality in the Software may require the third party's consent. Please consult the license agreement associated with the third party software or contact the third party regarding permitted uses of its software.

(d) Waiver. No delay or omission by either party to exercise any right or power arising upon the other party's nonperformance or breach will impair that right or power or be construed as a waiver of it. Any waiver must be in writing and signed by the waiving party. A waiver on one occasion will not be construed as a waiver of any subsequent event of nonperformance or breach.

(e) Severability. If any provision of this EULA is declared to be unenforceable for any reason, the remainder of this EULA will continue in full force and effect, and the unenforceable provision will be

deemed modified to the extent necessary to comply with the applicable requirements of law, while retaining to the maximum extent permitted by law its intended effect, scope and economic effect.

(f) Governing Law. The interpretation and performance of this EULA will be governed by the laws of the State of Wisconsin, USA, applicable to contracts executed in and performed entirely within Wisconsin, but excluding any choice of law principles that would result in the application of the laws of another jurisdiction. The parties expressly agree that the United Nations Convention on Contracts for the International Sale of Goods will not apply to this EULA.

(g) Dispute Resolution. Any litigation arising under or related to this EULA will be brought only in the United States District Court for the District of Wisconsin, or, if federal subject matter jurisdiction is lacking, then in the Wisconsin state trial court for the division and county in which MEDICAL REPUBLIC's or its successor's or assign's principal office in Wisconsin is then located. You hereby submit to the personal jurisdiction of these courts and waive all objections to placing venue exclusively before them. The prevailing party in any litigation arising under or related to this EULA, in addition to any other relief granted to it, will be entitled to recover from the losing party its reasonable attorneys' fees and costs incurred in connection with the litigation. Notwithstanding the foregoing, MEDICAL REPUBLIC acknowledges that the Contract Disputes Act, its implementing regulations, and its judicial interpretations may take precedence when the U.S. Government is the party accepting this EULA, if required by law; whenever commercial item protections or other exceptions permit the commercially offered disputes resolution clause to apply, however, it applies in full force.

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Sales and Marketing Operations
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