

MEDICAL REPUBLIC SUBSCRIPTION TERMS

1.0 Medical Republic Subscription:

Medical Republic shall provide subscription licensing for its hosted practice management software. All of Medical Republic's software products and subscriptions are licensed for use under the Medical Republic End User License Agreement (EULA).

The Medical Republic Subscription Includes:

- The Medical Republic console software.
- Your monthly account access and maintenance fee including:
 - a) Unlimited access to your account except during scheduled maintenance periods.
 - b) Unlimited user accounts (not concurrent connections).
 - c) Regular back ups of your data.
 - d) Upgrades and/or updates to the client software (automatically downloaded).
 - e) Web-based and phone support.
- Any fees for concurrent user connection licenses purchased.

2.0 Subscription Terms:

The Medical Republic subscription provides the customer with access to the system. The terms of this subscription are:

- 1) Medical Republic requires an Internet connection which is purchased and charged separately. Medical Republic is not responsible for purchaser's inability to contact the Medical Republic servers via purchaser's Internet Service Provider (ISP).
- 2) Delivery terms for the console software are via download from Medical Republic.
- 3) Should a network disruption occur at Medical Republic's server facilities, Medical Republic will make all reasonable attempts to restore connectivity to its servers within 48 business hours. Medical Republic will not be held responsible for any losses, actual, perceived, or otherwise, resulting from the loss of connectivity to its servers.
- 4) Medical Republic is not responsible for loss of network connectivity at the purchaser's site.
- 5) Medical Republic Support is limited to support for the Medical Republic subscription and software components. Technical support not related to Medical Republic (such as Internet connectivity problems or PC support) may be charged at an additional rate or not provided.
- 6) Medical Republic will back up your data on a regular schedule to avoid loss of data in the event of a catastrophe. Should a restore be required of your data, Medical Republic does not guarantee that all data will be restored. In addition, Medical Republic reserves the right to assess a fee for the restoration of data.
- 7) All subscription licenses purchased are subject to the Medical Republic End User License Agreement (EULA) and the provisions therein.
- 8) A concurrent user connection is defined as an active connection to the account (regardless of the user's login). Inactive user connections will automatically reset.
- 9) Medical Republic reserves the right to move your assigned server and its data to alternative hardware in order to maintain performance of the overall system.
- 10) Medical Republic will not be available during server maintenance periods. These periods are normally scheduled during non-business hours, but in the event of an emergency, Medical Republic reserves the right to perform maintenance during business hours.
- 11) Medical Republic or the Purchaser can cancel this subscription at any time for any reason. Purchaser will still be responsible for any fees (prorated) remaining on the account at the time of cancellation.
- 12) Medical Republic reserves the right to charge a reactivation fee for any account deactivated or canceled.
- 13) Medical Republic may assess additional charges to "export" purchaser's data from Medical Republic's data center.
- 14) Medical Republic will hold data for a minimum of 90 days after a deactivation or cancellation. At that time, Medical Republic reserves the right to destroy your data. Purchaser may request immediate destruction of data if desired.
- 15) Medical Republic will not be held responsible for the privacy of data outside its own data centers. Purchaser agrees to take reasonable measures to ensure that only authorized personnel have access to their Medical Republic account. Purchaser agrees to indemnify Medical Republic of any claims regarding breach of privacy. Purchaser agrees to pay any and all costs to Medical Republic (including attorney's fees and damages) arising from any such claim.
- 16) Medical Republic is not responsible for the integrity of the data entered into the purchaser's account. Medical Republic will not be held responsible for any damages (actual, perceived, or otherwise) arising from any incomplete or inaccurate data entered into the purchaser's system.
- 17) Medical Republic reserves the right to change the subscription costs with reasonable notice.

3.0 Payment Terms:

Medical Republic is a subscription based solution and the following payment terms apply to the subscription:

- 1) Payment of the account setup fee and first month of subscription fees is due upon subscription acceptance.
- 2) The Medical Republic monthly fees are charged at the beginning of the subscription period. Medical Republic reserves the right to prorate any remaining refund of monthly fees.
- 3) All monthly fees are to be paid on the 1st of the month (or the next business day if the 1st is a non-working day) for service in the upcoming month. Payment should be received no later than the 7th of the month (or the next business day if the 7th is a non-working day). Medical Republic reserves the right to deactivate access to the account if any outstanding monthly fees remain unpaid after the 7th of the month.
- 4) Sales tax is not included. Purchaser is responsible for any applicable sales tax.
- 5) The first month fee will be prorated for the number of days remaining in the current month of sign-up.
- 6) An account is created and activated upon receipt of first payment.
- 7) All reoccurring subscription fees will be charged automatically on the beginning of the period.
- 8) Prices are quoted in US dollars and payments shall be made in US dollars. The prices do not include taxes, import duties, tariffs, customs charges or similar costs which may be levied by any government or jurisdiction. These charges are the sole responsibility of the purchaser.
- 9) Any discounts quoted are good for 14 days.
- 10) Any litigation arising under or related to this agreement 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 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 agreement, 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 agreement, 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.

4.0 Additional Terms for Medical Republic 1.x Customers:

Existing Medical Republic customers migrating their client databases to the new Medical Republic hosted solution agree to the following additional terms.

- 1) Additional fees for the transfer may be assessed.
- 2) Bills do not transfer.
- 3) Medical Republic will make a best-attempt to migrate patient data from legacy system to a Medical Republic database, but in some cases may not be able to provide a complete patient record due to mistakes in data entry or inaccurate information. In those cases, the patient will have comments associated indicating the problem. In addition, the purchaser will receive an error file of all potential problems. The purchaser will be responsible for correcting those problems as they see fit.
- 4) Medical Republic cannot transfer corrupt databases. Recovery of data may require additional fees or may not be possible at all.
- 5) Existing forms and reports will not transfer. Purchaser will need to remake those with the Medical Republic 2.x built-in form and report designer.