

TOTALMD SOFTWARE LICENSE AGREEMENT

IMPORTANT - READ CAREFULLY: This TotalMD Software License Agreement (hereinafter "Agreement") is a legal contract between _____ (hereinafter "Licensee") and TotalMD, Inc. ("hereinafter Licensor"), for a license to use the TotalMD Onsite software as set forth in Exhibit A to this Agreement (hereinafter "Software") in object code only. "Software" also includes any supplied corrections, bug fixes, enhancements, updates or other modifications created and supplied by Licensor and any user manuals or other documentation supplied by Licensor in conjunction with the Software. For purposes of this Agreement, each of Licensor and Licensee may be referred to individually as a "Party" and jointly as the "Parties."

1. LICENSE TERMS

a. *Grant of License.* Licensor hereby grants to Licensee, upon payment of the appropriate license fees and subject to the terms and conditions of this Agreement, a nonexclusive license to use the Software in accordance with the terms and conditions of this Agreement.

b. *License Fees; Refunds.* For use of the Software, Licensee agrees to pay an installation fee in the amount of one hundred and ninety-nine dollars (\$199.00). In addition, the Licensor shall pay the License Fees for the Software as set forth in Exhibit A, based upon the specific version of the Software selected by Licensee (e.g., Standard, Complete, or Complete Elite). Licensor offers a thirty (30) day money back satisfaction guarantee. If Licensee is not satisfied within the Guarantee Period, Licensee must notify Licensor in writing and request a refund. Licensee must also grant Licensor remote access to Licensee's server for Licensor to remove the Software from Licensee's server. The license fees set forth in Exhibit A are for a single Licensee physical location. The license fees set forth in Exhibit A also include 10 concurrent workstation licenses with no limit on the number of actual users so long as they are all at the one location. A custom quote for multiple physical locations and concurrent workstation licensed in excess of ten will be quoted in writing upon Licensee request.

c. *Authorized Use.* Licensee may install the main database for operating the Software only on a single server at a given time. In addition, Licensee may maintain the Software on one additional server, provided that the additional server is used only for training, testing, bug fixes, etc. For the convenience of Licensee, Licensee and any users authorized by Licensee may install an unlimited number of Software clients for the purpose of accessing the Software from any number of client workstations. Notwithstanding the foregoing, Licensee's use of the Software by concurrent users shall be limited to the number of users for which Concurrent User Licenses have been purchased by Licensee.

d. *Restrictions on Use.* Licensee agrees to use the Software only for Licensee's own business operation. Without purchasing additional licenses, Licensee shall not (i) permit any parent, subsidiaries, affiliated entities or third parties to use the Software, (ii) process or permit to be processed the data of any other party, (iii) use the Software in the operation of a service bureau, or (iv) allow any remote access via an Application Service Provider (ASP) model to the Software through any means at any time.

e. *Modifications; Reverse Engineering.* Licensee agrees that only Licensor shall have the right to alter, maintain, enhance or otherwise modify the Software. Licensee shall not disassemble, decompile or reverse engineer the Software. Licensee shall not permit or assist any third party to disassemble, decompile or reverse engineer the Software.

f. *Term.* The initial term of this Agreement shall be for a period of twenty-four (24) months (the "initial Term"). After the Initial Term, this Agreement will convert to a month-to-month term and continue until either Party provides the other Party with a written notice of termination (the "Termination Notice") and this Agreement shall be terminated as of the last day of the month following the month in which the Termination Notice was provided.

g. *Reservation of Rights.* Licensor hereby reserves any and all rights not expressly granted in this Agreement, including, but not limited to, the right to license the Software to any third party.

h. *Effect of Termination.* After termination, the license to use the Software shall continue and, provided Licensor does not violate the terms of this Agreement set forth in Section 1c, Section 1d, Section 1e, and Section 1i, Licensor may continue to use the Software but Licensor will no longer have any obligation to provide Licensee with Software updates or upgrades, support, or maintenance services.

i. *Copies.* Licensee, solely to enable it to use the Software and enjoy the rights granted herein, may make two archival copies of the Software, provided that each copy shall include Licensor's copyright notice and any other proprietary notices. Licensee shall have no other right to copy, in whole or in part, the Software. Any copy of the Software made by Licensee is the exclusive property of Licensor.

j. *Material Terms and Conditions.* Licensee specifically agrees that each of the terms and conditions of this Section 1, including timely payment of all invoices, are material and that failure of Licensee to comply with these terms and conditions shall constitute a breach of this Agreement and shall be sufficient cause for Licensor to terminate this Agreement without further notice. The presence of this Subsection 1.f shall not be relevant in determining the materiality of any other provision or breach of this Agreement by either Party.

2. INTELLECTUAL PROPERTY RIGHTS

a. *Title.* Licensee acknowledges and agrees that Licensor owns all right and title to and in the Software including all proprietary rights, including patent, copyright, trade secret, trademark and other proprietary rights, in and to the Software and any corrections, bug fixes, enhancements, updates or other modifications, including custom modifications, to the Software, whether made by Licensor or any third party. Licensee shall make no claim to title to the Software at any time.

b. *Transfers.* Except in conjunction with a sale of all or substantially all of Licensee's business, Licensee shall not sell, license, publish, display, distribute, or otherwise transfer to a third party the Software or any copy thereof, in whole or in part, without Licensor's prior written consent.

c. *Confidentiality.* Licensee and Licensor agree that certain confidential information may be exchanged by and between the Parties. The Parties agree to keep all such confidential information confidential and confidential information belonging to either Party shall not be disclosed by the other Party without express written permission from the owner of the confidential information.

3. WARRANTY; DISCLAIMER OF WARRANTIES

a. *Warranty.* Licensor warrants to Licensee that for a period of thirty (30) days ("Warranty Period") after the Software is first installed at Licensee's facility that the Software will substantially comply with Licensor's then current specifications for the Software. Licensor shall promptly repair or replace any Software that does not conform to Licensor's specifications. If Licensor cannot timely repair or replace the affected Software within the Warranty Period, Licensor shall promptly refund all license fees paid by Licensee to Licensor under the terms and conditions of this Agreement and Licensee shall uninstall and cease using all Software.

b. *Disclaimer.* EXCEPT AS EXPRESSLY SET FORTH HEREIN, THERE ARE NO OTHER WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, WARRANTIES AS TO TITLE OR INFRINGEMENT OF THIRD-PARTY RIGHTS, MERCHANTABILITY, OR FITNESS FOR A PARTICULAR PURPOSE. THE SOFTWARE, DOCUMENTATION AND OTHER FILES ARE PROVIDED "AS IS." LICENSOR AND ITS SUPPLIERS DO NOT AND CANNOT WARRANT THE PERFORMANCE OR RESULTS YOU MAY OBTAIN BY USING THE SOFTWARE. Some jurisdictions do not allow the exclusion of implied warranties, so the above exclusion may not apply to Licensee. This warranty gives Licensee specific legal rights, and Licensee may also have other legal rights, which vary from jurisdiction to jurisdiction.

c. *Warranty Limitation.* Licensee is solely responsible for providing the appropriate operating environment for using the Software. Licensee's failure to provide the appropriate operating environment, as set forth in including the hardware and software in Exhibit A, shall release Licensor from all responsibility to comply with any warranty provision set forth herein.

d. *Invalidation of Warranty.* Licensee acknowledges and agrees that any non-authorized modifications made to the Software, including changes made to the main database for operating the Software by means other than the standard user interface to the Software, will invalidate any and all warranty for the Software.

4. LIMITATION OF LIABILITY

IN NO EVENT SHALL LICENSOR BE LIABLE TO LICENSEE OR ANY THIRD PARTY FOR ANY INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL, EXEMPLARY OR OTHER SIMILAR DAMAGES, INCLUDING LOST

PROFITS, LOST OPPORTUNITIES, AND/OR LOSS OF SERVICE ARISING FROM THE USE OF OR INABILITY TO USE THE SOFTWARE, LOSS OR CORRUPTION OF DATA, AND/OR FROM ANY BREACH OF WARRANTY, EVEN IF LICENSOR HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. IN NO EVENT SHALL LICENSOR'S TOTAL LIABILITY TO LICENSEE EXCEED THE AMOUNT LICENSEE PAID IN LICENSE FEES IN A SINGLE YEAR.

5. TRAINING AND MAINTENANCE

a. *Included Training.* Licensor shall provide initial user training for the Software (the "Included Training") shall be as set forth in Exhibit B. Licensee is responsible to ensure that an adequate number of Licensee personnel are properly trained to ensure proper operation of the Software at the conclusion of the initial training and for subsequent operation of the Software as well.

b. *Additional Training.* After completion of the Initial Training, Licensor shall provide Licensee with additional training for the Software as set forth in Exhibit B (the "Additional Training") or as otherwise determined by the mutual written agreement of the Parties. Unless otherwise agreed in writing, Licensee shall be responsible for hourly charges and all reasonable travel costs that may be associated with the provision of the additional training by Licensor.

c. *Included Maintenance.* Licensor shall provide support for the Software, as set forth in Exhibit B, during the Initial Term and so long as Licensee continues to make monthly payments thereafter (hereinafter "Initial Maintenance Period").

d. *Excluded Maintenance.* Any necessary maintenance due to improper and/or unauthorized use of the Software by Licensee shall not be covered under the maintenance provisions of this Agreement. Improper and/or unauthorized use of the Software includes modifying or accessing the main database for the Software by means other than the user interface provided with the Software. Charges for maintenance not covered under the terms of this Agreement shall be billed at Licensor's then effective rates. Determination that specific support or maintenance requests are non-covered maintenance shall be made in Licensor's reasonable discretion.

6. GENERAL PROVISIONS

a. *Modifications.* No modification or waiver of this Agreement or any provisions shall be binding unless made in writing and signed by the Parties hereto.

b. *Governing Law/Venue/Jurisdiction.* This Agreement shall be governed by and construed under the laws of the State of Arizona, without regard to any conflicts of law provisions. The application of the United Nations Convention on Contracts for the International Sale of Goods is expressly excluded. Venue and jurisdiction for any action brought to interpret or enforce this Agreement shall be proper only in the state of Arizona and each Party hereby consents to such exclusive and personal jurisdiction and venue. Licensee is solely responsible for ensuring compliance with the laws, including the tax laws, of their jurisdiction as related to their licensing and use of the Software.

c. *Termination.* Without prejudice to any other rights, and notwithstanding any other provision set forth herein, Licensor may terminate this Agreement if Licensee fails to comply with the terms and conditions of this Agreement. In such event, Licensee must destroy all copies of the Software.

d. *Severability.* Except as otherwise set forth in this Agreement, the provisions of this Agreement are severable, and if any one or more such provisions shall be determined to be invalid, illegal or unenforceable, in whole or in part, the validity, legality and enforceability of any of the remaining provisions or portions thereof shall not in any way be affected thereby and shall nevertheless be binding between the Parties hereto. Any such invalid, illegal or unenforceable provision or portion thereof shall be changed and interpreted so as to best accomplish the objectives of such provision or portion thereof within the limits of applicable law.

e. *Complete Agreement.* Licensor and Licensee agree that this Agreement is the complete and exclusive statement of the agreement between the Parties, which supersedes and merges all prior proposals, understandings and all other agreements, oral or written, between the Parties relating to the subject matter of this Agreement.

f. *Waiver.* Any waiver, either expressed or implied, by either Party of any default by the other in the observance and performance of any of the conditions and/or covenants of duties set forth herein shall not constitute or be construed as a waiver of any subsequent or other default.

g. *Read and Understood.* Licensee hereby acknowledges that it has read and understands this Agreement and agrees to be bound by its terms. Licensee has had an opportunity to consult with counsel of their choosing regarding this Agreement and has either done so or elected not to do so.

h. *Headings.* The headings to the Sections and Subsections of this Agreement are included merely for convenience of reference and shall not affect the meaning of the language included therein.

i. *Mediation/Arbitration.* Licensor and Licensee agree to submit any dispute regarding the interpretation or enforcement of this Agreement to mediation and/or arbitration prior to initiating litigation.

j. *Binding Effect.* This Agreement shall extend to the benefit of and be binding upon the Parties and their respective successors and assigns.

7. SIGNATURES

Intending to be bound hereby, the duly authorized representatives of the Parties have affixed their signatures below.

FOR Licensor:

FOR Licensee:

Signature

Signature

Printed Name and Title

Printed Name and Title

Date

Date

EXHIBIT A

TotalMD Onsite Software Description

TotalMD Onsite provides a database and user interface for the management of various aspects of medical practice management and may include optional multiple cooperating software modules to track and report on operational aspects such as patient tracking and invoicing. Additional system utilities are included for system and file maintenance.

With TotalMD Onsite you are responsible for purchasing, installing and maintaining a dedicated Server as well as making sure the workstations (Clients) are able to connect to the Server either through a local Intranet or the Internet. In order to install the software and provide adequate support, including installation and uninstallation, TotalMD requires remote access to be available to the server.

TotalMD Onsite is offered in Three Different Packages:

Practice Management / Electronic Health Records Monthly Pricing

For the Cloud or On-Premise Versions, pay a simple low monthly fee for training and unlimited tech support and upgrades.

Features	Standard \$99/Month*	Complete \$199/Month*	Complete Elite \$299/Month*‡
Unlimited Tech Support Click here for more info	Yes	Yes	Yes
Software Upgrades	Yes	Yes	Yes
Online Backup** Click here for more info	Yes	Yes	Yes
Included Online Training	2 Hours	5 Hours	8 Hours
Standard Scheduling	Yes	Yes	Yes
Ledger	Yes	Yes	Yes
Claims/Statements	Yes	Yes	Yes
Reports	Yes	Yes	Yes
Advanced Security	Yes	Yes	Yes
Office Messaging	Yes	Yes	Yes
Auto Finance Charges	Yes	Yes	Yes
Online Insurance Verification†	Yes	Yes	Yes
Credit Card Module†	Yes	Yes	Yes
Create Your Own Custom Reports	Yes	Yes	Yes
Electronic Health Records	No	Yes	Yes
Advanced Scheduling	No	Yes	Yes
Coding Advisor (Medical Coding Tool)	No	Yes	Yes
Time Clock	No	Yes	Yes
Electronically Sign Consent Forms	No	Yes	Yes
Electronically Organize and Store Documents by Patient	No	Yes	Yes
Electronic Prescriptions	No	No	Yes
Controlled Substance eRx Capability	No	No	Yes
Smart Phone E-Prescribe App	No	No	Yes
Patient Portal	No	No	Yes
Patient Two Way Direct Texting	No	No	Yes
Appointment Reminder Texting	No	No	Yes
Birthday Texting	No	No	Yes
Custom EHR Template Discount	No	No	50%
Online Training Discount	No	No	25%
5-Step Training Discount Click here for more info	No	No	10%
Custom Report Discount	No	No	15%

*Also requires \$199 setup fee. For cloud versions, more than one provider requires an additional fee. For local in office versions, more than 10 computer licenses require an additional fee. Online/Cloud versions can be canceled at any time with a 30-day advanced notice. Local in office versions require a 24-month minimum commitment.

** Included with Online/Cloud versions only and not with local in office versions.

‡ 6 Months Minimum for Cloud

†Contract and additional fees apply to this service.

Server Specifications*

Operating System	Windows 2003 Server, Windows 2000 Server, Windows 2008 Server (R2), Windows 2012 Server (R2)
Processor	Intel i3 @ 3.1 Ghz or faster processor or equivalent
.Net Framework	.Net Framework 4.0
RAM	4 GB MB or more (some operating systems might require more)
Hard disk	Minimum 500 GB of available space

Client Workstations Standards*

Operating System (w/ current updates)	Windows XP Professional; Windows Server 2000 Professional; Windows XP Tablet PC Edition; Windows Vista; Windows 7; Windows 8 (8.1); Windows 10
Processor	Intel i3 @ 3.1 Ghz or faster processor or equivalent
RAM	4 GB MB or more (some operating systems might require more)
Hard disk	150 GB of available space
CD-ROM Drive	Windows standard
LCD Monitor	Minimum 1024x768 resolution
Video Card	32-bit color, 1024x768 resolution

***meet or exceed**

EXHIBIT B

Included Training

Standard	2 hours, online training included
Complete	5 hours, online training included
Complete Elite	8 hours, online training included

Additional Training

As quoted.

Included Maintenance

Software upgrades, patches, and bug fixes, as released.

Telephone Technical Support

Telephone technical support to be provided during the Licensors regular business hours.