

iCompli-MD, iCompli-ACO and iCompli-Networx Subscription Agreement

This Healthcare Compliance Manager, LLC Subscription Agreement is between the entity you represent, or, if no such entity is designated by you, you individually (“you” or “your”), and Healthcare Compliance Manager, LLC (“HCM”, “we”, “us”, or “our”) and consists of the below terms and conditions. It is effective on the date you purchase HCM services.

1. General.

- a. Right to Use.** We grant you the right to access and use iCompli-MD, iCompli-ACO and iCompli-Networx (HCM Services) and use the forms, documents, training materials and data included with your Subscription, as further described in this agreement. We reserve all other rights.
- b. Acceptable Use.** You will use HCM Services as described in this agreement. You may not reverse engineer, decompile, disassemble or work around technical restrictions in HCM Services. You may not rent, lease, lend, resell, transfer, or host HCM Services, or any portion thereof, to or for third parties.
- c. Acceptance of this Agreement.** Your purchase and use of HCM Services indicates your acceptance of this Agreement. If you are accepting this Agreement for an entity, you verify that you have the authority to bind the entity to this agreement. If you do not accept the terms of this Agreement, do not purchase or use the services.

2. Confidentiality.

You agree that you shall treat the design and performance of HCM Services made available to you via password protected access and any documentation or materials made available to you under this agreement as confidential and shall not disclose them to any third party except in the furtherance of the subscriber’s business relationship with a vendor or contracted business associate. If you are a government customer, this Section is subject to the requirements of applicable trade secret, public records, and similar laws.

3. Orders, Prices, term, termination, and suspension.

- a. Orders and pricing.** Orders are initiated by completing a purchase from the HCM website:
http://www.healthcarecompliancemanager.com/Healthcare_Compliance_Manager-iCompli/subscribe.html. Pricing will be as offered on the HCM website at the time of purchase.
 - (i) Billing Practitioners** upon purchasing an annual subscription will be given access to HCM Services along with their direct support personnel and approved business associates.

- (ii) Non-Billing Staff for a subscribed entity who directly support a subscribed Billing Practitioner may be added as users and given access to HCM Services without incurring additional user fees as long as the Subscription fee is paid for all participating Billing Practitioners for the business entity. You may increase or decrease the number of non-billing users at any time. Non-billing staff members have the same restrictions and responsibilities under this agreement as Billing Practitioners irrespective of matters of consideration.
- (iii) Business Associates who are outside your organization may be added as non-billing users to HCM Services as part of this agreement without additional user fees as long as the Subscription fee is paid for Billing Practitioners for the business entity. You may increase or decrease the number of Business Associate users at any time. Business Associate users have the same restrictions and responsibilities under this agreement as Billing Practitioners irrespective of matters of consideration.
- (iiii) Network Management Administrators are eligible to access an iCompli-Networx site without paying a user fee to access HCM Services. The iCompli-Networx site and its use will be covered during Administrator training. Terms of this agreement apply to iCompli-MD, iCompli-ACO and the iCompli-Networx Services.

b. Pricing and Payment. Payments are to be made in advance according to pricing shown on the HCM website at:

http://www.healthcarecompliancemanager.com/Healthcare_Compliance_Manager-iCompli/subscribe.html. An iCompli-MD or iCompli-ACO subscription must be purchased for each Billing Practitioner that is to be included as a user in a participating business entity's named iCompli-MD or iCompli-ACO site provided as a service by HCM. Prices are fixed at the time the Order is first placed and apply throughout the Term of the Agreement but are subject to change at the beginning of the Subscription renewal period. With respect to any offerings available free of charge, provisions in this agreement with respect to pricing, cancellation fees and payment do not apply.

c. Subscription Term and Renewal.

- (i) The term for HCM Services is twelve (12) months. You may choose to have a Subscription automatically renew or terminate upon expiration of the Term. If you wish to terminate the subscription at the end of the term you must notify HCM at least thirty (30) days prior to the expiration of the term.

- (ii) Trial Subscriptions cannot be renewed.

d. Taxes. Subscription Prices exclude federal, state or county taxes. You shall pay any applicable value added, goods, services, sales, or like taxes that are owed with respect to any Order placed under this agreement and which we are permitted to collect from you under applicable law. You shall be responsible for any applicable stamp taxes and for all other taxes that you are legally obligated to pay including any taxes that arise on the distribution or provision of HCM Services to your Business

- Associates. We shall be responsible for all taxes based on our net income or our property ownership. If any taxes are required to be withheld on payments you make to us, you may deduct such taxes from the amount owed to us and pay them to the appropriate taxing authority, provided however that you promptly secure and deliver an official receipt for those withholdings and other documents we reasonably request to claim a foreign tax credit or refund. You will make certain that any taxes withheld are minimized to the extent possible under applicable law.
- e. **Term and termination.** This agreement will remain in effect unless you terminate it by contacting HCM by e-mail or in writing, except for trials which automatically terminate.

 - f. **Subscription termination.** You may terminate a Subscription at any time by providing a 30 day written notice of the intent to terminate. However, all amounts owed are due before the termination request can become effective.
 - (i) **One Year Subscription.** All Subscriptions are for a term of 12 months and are non-refundable after payment is made.

 - (iii) **Effect of termination or expiration on Software.** If this agreement or a Subscription is terminated or expires you will lose access to HCM Services. Forms, Documents and Data will be archived by HCM for 120 days. Access may be restored upon renewal of the Subscription to HCM Services.

 - g. **Suspension.** We may suspend your use of Our Services if: (1) you fail to respond to a claim of alleged infringement under Section 5 within a reasonable time; (2) you do not pay amounts due under this agreement. A suspension will apply to the minimum necessary part of the HCM Services and will be in effect only while the condition or need exists. We will give notice before we suspend subscription services, except where we reasonably believe we need to suspend immediately. We will give at least 30 days' notice before suspending for non-payment. If you do not fully address the reasons for the suspension within 60 days after we suspend, we may terminate your Subscription.

 - h. **Transfer of Subscription:** It is permissible for the purchaser an iCompli-MD or iCompli-ACO subscription to transfer the subscription to another user. HCM must be notified of the request to transfer the subscription by e-mail at support@healthcarecompliancemanager.com. The original subscriber's user name and e-mail will be deleted from the associated site and will be replaced with the name and e-mail of the Billing Practitioner to which the subscription is being transferred. The original subscription term will remain and renewal will be based on the original purchase date.

4. *Warranties.*

- a. **Limited warranty.**

- (i) **Our Services.** We warrant that HCM Services will perform as described in the training material. Any failure to perform as described will be remedied by Healthcare Compliance Manager, LLC.
 - (ii) **Online Services.** Our Services are cloud-based and supported by a third-party cloud services provider. Any interruption in services will be addressed by Healthcare Compliance Manager, LLC. No financial restitution is offered as a result of Our Services being unavailable due to an outage by the third-party cloud services provider.
 - c. **DISCLAIMER.** Other than this warranty, we provide no express or implied warranties, whether express, implied, statutory, or otherwise, including warranties of merchantability or fitness for a particular purpose. These disclaimers will apply except to the extent applicable law does not permit them. Our Services are a cloud-based subscription that incorporates guidance from the Office of Inspector General with resources to assist in the development, implementation and management of an effective compliance program. Every reasonable effort has been made to assure the accuracy of the information provided. However, the responsibility, liability or consequences for compliance with applicable laws and regulations lie with the entity. Therefore, Healthcare Compliance Manager, LLC does not accept responsibility or liability in regard to errors, omissions, misuse and misinterpretation of this program, nor do we offer any warranty or guarantee for the information contained within this program. The information contained in the templates, forms and tools are not intended as legal advice for your particular circumstances or business practices. Therefore, it is the subscriber's responsibility to seek private legal counsel on how these laws, regulations, policies and contracts apply and may affect your specific business circumstances and operations. Furthermore, HCM products may only be accessed by registered subscribers and may not be copied, reproduced, dismantled, quoted, or presented without the expressed written approval of Healthcare Compliance Manger, LLC.

5. *Limitation of liability.*

- a. **Limitation.** The aggregate liability of each party under this agreement is limited to direct damages up to amount you were required to pay for HCM Services during the 12 months before the liability arose and (2) for Products provided free of charge, One Thousand United States dollars (\$1,000.00 USD).
- b. **EXCLUSION.** Neither party will be liable for loss of revenue or indirect, special, incidental, consequential, punitive, or exemplary damages, even if the party knew they were possible.
- c. **Exceptions to limitations.** The limits of liability in this Section apply to the fullest extent permitted by applicable law.

6. Miscellaneous.

a. Notices. You must send notices by mail to the address below.

Notices should be sent to:	Copies should be sent to:
Healthcare Compliance Manager, LLC Chief Financial Officer 16 Owls Roost Ct. Greensboro, NC 27410 USA	Healthcare Compliance Manager, LLC Chief Operating Officer 16 Owls Roost Ct. Greensboro, NC 27410 USA

We may email notices to account administrators you identify. Notices are effective on the date on the return receipt or, for email, when sent. You are responsible for ensuring that the account administrator’s email address specified in the Portal is accurate and current, and you agree that all email notices sent by HCM to such email address will be effective when sent, whether or not you actually receive the email.

- b. Assignment.** You may not assign this agreement either in whole or in part.
- c. Severability.** If any part of this agreement is held unenforceable, the rest remains in full force and effect.
- d. Waiver.** Failure to enforce any provision of this agreement will not constitute a waiver.
- e. No agency.** We are independent contractors. This agreement does not create an agency, partnership, or joint venture.
- f. No third-party beneficiaries.** There are no third-party beneficiaries to this agreement.
- g. Applicable law and venue.** This agreement is governed by North Carolina law, without regard to its conflict of laws principles, except that (i) if you are a U.S. Government entity, this agreement is governed by the laws of the United States, and (ii) if you are a state or local government entity in the United States, this agreement is governed by the laws of that state. Any action to enforce this agreement must be brought in the State of North Carolina. This choice of jurisdiction does not prevent either party from seeking injunctive relief in any appropriate jurisdiction with respect to violation of intellectual property rights.
- h. Entire agreement.** This agreement is the entire agreement concerning its subject matter and supersedes any prior or concurrent communications.
- i. Survival.** The following provisions will survive this agreement’s termination or expiration: 1, 2, 3 4-c, 5-a and b. This agreement will remain in effect for any Subscription Term.

- j. Force majeure.** Neither party will be liable for any failure in performance due to causes beyond either party's reasonable control (such as fire, explosion, power blackout, earthquake, flood, severe storms, strike, embargo, labor disputes, acts of civil or military authority, war, terrorism (including cyber terrorism), acts of God, acts or omissions of Internet traffic carriers, actions or omissions of regulatory or governmental bodies (including the passage of laws or regulations or other acts of government that impact the delivery of HCM Services)). This section will not, however, apply to your payment obligations under this agreement.
- k. Publicity.** Healthcare Compliance Manager, LLC may publicly disclose (orally and in writing) that you are a customer of Healthcare Compliance Manager LLC and a purchaser of Our Services, including in a list of Healthcare Compliance Manager, LLC's customers and other promotional materials.
- n. Contracting authority.** If you are an individual accepting these terms on behalf of an entity, you represent that you have the legal authority to enter into this agreement on that entity's behalf.

7. *Definitions.*

"Our Services". These include iCompli-MD, iCompli-ACO and iCompli-Networx.

"Billing Practitioner". An individual healthcare professional whose services delivered to a patient will generate a bill to be paid on behalf of the patient.

"Participating Business Entity". A named group, practice, organization or hospital of healthcare providers that collectively deliver and bill for healthcare services under the name of the group, practice, organization or hospital.