

CHARTCONNECT MEDMANAGER SUBSCRIPTION AGREEMENT

Customer Contact

Name Title Phone Email
Organization Name _____
Tax ID _____

Billing Contact

Name Title Phone Email

Billing Address

Street Address City State Zip

Fees

Set up: # of *providers _____ X \$400 = _____
(Set up waived if organization already subscribes to another ChartConnect product)

Monthly fee: # of *providers _____ X \$50 = _____/month

First Payment due:

Set up + first month

Promotional Discount Code**: _____ ** Valid discount codes applied to second month of service.

*For billing purposes, a "provider" is defined as any licensed healthcare professional whose medical services are billed to insurance, Medicare or patients, employed by the practice, whether part- or full-time.

To activate registration, print out, date and sign this Subscriber Agreement, and send to ChartConnect with a check in the amount indicated above under "First Payment due". Subsequent monthly fees will be billed to the billing contact listed above at the first of each month. Read the "Agreement" below for complete details. Your signature confirms that you understand and accept the conditions stated on the following page.

Authorized Customer Signature

Date

Print Name: _____

ChartConnect Contact

ChartConnect Headquarters, Inc.
101 S 3rd St. Yakima WA 98901
Phone: 877-567-6825
Fax: 509-457-0777
Email: sales@chartconnect.com

Agreement

SERVICES, TERMS & CONDITIONS ChartConnect agrees to provide Customer access to ChartConnect MedManager application and database services, running on ChartConnect-maintained servers, starting upon receipt of first payment and continuing for one year thereafter. The subscription shall be automatically renewed for additional one year terms unless cancelled by either party with 90 days notice. Service is available via an Internet connection arranged for and paid by the Customer separately. ChartConnect will maintain mirrored-drive copies of Customer data, daily backups and offsite backups according to the ChartConnect “Disaster Recovery Document”.

Set up includes: setup on the ChartConnect servers, activation of standard, current interfaces and up to 2 online training sessions. Phone and on-site support will be provided from 8:00am until 6:00pm PST Monday through Friday. Phone support is included in the monthly subscription fee. On-site support is available at normal ChartConnect rates – currently \$500 per day plus expenses. Subscription fees also include any updates to the application made on a regular basis and available as standard features to existing or new clients. (Optional add-on features may be offered from time to time as an extra fee). Additional support charges requested and provided will be billed to Customer at month end and due by the 10th of the following month.

DEFINITION OF SUBSCRIBER The subscriber count will be the total number of licensed healthcare professionals, who’s medical services are billed to insurance, Medicare or patients, employed by the Customer practice or facility, whether part- or full-time.

CONFIDENTIALITY/NON-DISCLOSURE/NON-COMPETE ChartConnect and Customer jointly agree to take all reasonable steps necessary to maintain the confidentiality of any confidential or proprietary information they become aware of during the course dealing with one another whether or not designated as confidential in writing. Customer agrees not to develop or encourage the development of a product similar in purpose to ChartConnect during this contract or for a period of 24 months thereafter. Company agrees not to recruit or hire any employee of ChartConnect, either as an employee, contract labor or recruiting for another company while that employee is employed by ChartConnect or for a period of twelve months after the employee leaves ChartConnect and for a period of twelve months after this contract ends.

GENERAL LIMITATION OF LIABILITY OF CHARTCONNECT Neither party provides any warranty, expressed, implied, statutory or otherwise and specifically disclaims any warranty of merchantability or fitness for a particular purpose, with respect to the service and related documentation. In no event shall ChartConnect be liable for any lost profits, incidental, special or consequential, or other damages similarly arising out of any breach of this agreement or obligations under this agreement. Customer agrees that in no event shall ChartConnect’s liability exceed the amount Customer pays for three months ChartConnect service. Customer acknowledges computers and networks are fallible and therefor ChartConnect shall not be liable for any damages caused by delay in delivery, installation or furnishing of the Software under this agreement. ChartConnect’s sole obligation will be to correct any delay, content errors or omissions within a reasonable period of time after being notified of such. No action arising out of any claimed breach of the agreement or transactions under this license may be brought by either party more than two years after the cause of action has accrued.

NOTICE: Unless otherwise provided herein, all notices and communications concerning this Agreement shall be made in writing and shall be deemed duly given when delivered in hand, US mail or via fax to the parties as indicated above in “Customer Contact” and “ChartConnect Contact”

ONEHEALTHPORT: All of the terms of the OneHealthPort Participating Organization and Subscriber agreements apply to the use of this service when accessed using the OneHealthPort System ID.