WebDM EMR

WebDMEMR TERMS OF SERVICE AGREEMENT / CONTRACT
Version 1/28/2016

INTRODUCTION (May-25-2009)
Welcome to WebDMEMR! The following contract expresses what you can expect from us (WebDMEMR), and what we expect from you (the SUBSCRIBER).

DEFINITIONS (May-25-2009)
WebDMEMR is a web based application being offered in an Application Service Provider (ASP) format, from now on called "WebDMEMR". The subscriber creates an account with WebDMEMR by using the sign up section of the WebDMEMR.com website. Using this section, the subscriber will create a "Site Administrator" account. The "Site Administrator" is responsible for paying a monthly fee for the center's health care providers (HCPs) and regular users who are using WebDMEMR. From now on the "Site Administrator" will be called the HCP SUBSCRIBER.

Patients can also access their electronic medical record to view data and also to store electronic documents, as needed. General patient access to their protected health information (PHI) is free of charge, although a premium service will convey a minimal monthly fee. From now on the patient will be called the PATIENT SUBSCRIBER.

WebDMEMR is a HIPAA compliant Electronic Medical Record (EMR) for Disease Management that any HCP can utilize for his or her practice. WebDMEMR can also be used by patients in order to store and organize their lifetime health documents, accessible on the internet. It offers a web based continuity of care electronic medical record throughout the lifetime of a patient that can be used by all the patient's HCPs no matter where they are physically located.

WebDMEMR is an EMR that is based on modules which can be populated by different assigned office personnel and can be edited longitudinally in time as needed. The module of Evaluation and Management Services (Visits or Progress Notes) can only be closed by the HCP. Once a visit or progress note is closed, it, along with any linked information, is sealed and cannot be opened again. Editing it would require an extra "clarification note" or "addendum" to the original visit. Each HCP decides whether to make a Progress Note public or not. A visit with "public" status makes the Progress Note available to be read by other users outside of the center who have access to the same patient. Non-public visits have limited, "read only" access to the original site's personnel exclusively. A "Progress Note" can be as extensive as the HCP desires by linking the previously populated modules to the progress note before closing the visit.

WebDMEMR has Modules for Clinical Investigational Trials, Computerized Physician Order Entry (CPOE) and a Document Catalog, used to store any type of electronic documents, such as lab results, procedures, clinical trial documents etc, all categorized for easy retrieval. It WebDMEMR utilizes CPT coding for all labs & procedures and ICD-9 American Medical Association (AMA) codes for diagnoses in the "Problem List" and in the "ASSESSMENT" section of the SOAP FORMAT Progress Note.

Patients may sign up and view the different modules and also have access to scan and store documents in their Document Catalog (DC). Documents in the DC that have been linked to a "Progress Note" by a HCP are sealed and cannot be removed or edited from the DC.

ACCESS (May-25-2009)
WebDMEMR, the electronic medical record, can be accessed from the website: WebDMEMR.com. Subscribers may sign up as patients, paying HCP Subscribers, or nonpaying HCP Subscribers. The latter will only have one time access authorized by a patient subscriber utilizing the patient's consent with the purpose of benefiting from reviewing the patient's past medical history and use of medications. This nonpaying SUBSCRIBER can also write a "Progress Note" for that particular intervention with the patient, providing CONTINUITY OF CARE for the benefit of the patient.

A patient record can be created in two ways. First, the patient can create his/her own EMR by accessing the "Sign Up" Section of the website and filling out the General Demographic module and utilizing the DC to store documents as needed. Thereafter, the system identifies the recurring patient when logging in with her/his passwords. Second, a patient record can be created for the first time by a Subscribing Center. Thereafter, when the patient visits a second paying subscriber; the system will share the patient's PHI with that second site, after the patient authorizes to do so by one of the identification methods provided by WebDMEMR. Now the patient's EMR will be accessed and shared from both sites caring for the patient's health and each site will have access to certain information, i.e. labs, procedures, vital signs, change in medications etc. When the medical record is opened for the first time by the patient, as described above, when visiting a paying subscriber, the site can request the patient's EMR by utilizing any of the patients' authenticating methods. In other words, the PHI of a patient will never be given to a second party without DIRECT authorization from the patient.

If the patient visits a HCP who is not a subscriber, the patient may choose to give the HCP access to view his/her EMR. If the patient is subscribed to a premium service, he/she can grant access to the non paying HCP to write the progress note in his or her EMR, guaranteeing CONTINUITY OF CARE.

When commencing with WebDMEMR's service, a site administrator initially assigns the controlled access to the different modules, according to the privileges desired for each site user. Access to WebDMEMR is secured by the usage of passwords, usernames, favorite questions answered and/or by utilizing timed sensitive 2-form authentication tokens.

BUSINESS ASSOCIATE AGREEMENT (May-25-2009)
WebDMEMR's "business associate" feature allows centers to add patient records to their patient list from another center (that subscribes to WebDMEMR) without the authorization of the patient. Each site administrator from the centers involved must acknowledge the association in the site admin module. It is the responsibility of each center to obtain any consent or authorization and to uphold all requirements mandated or required by HIPAA (Health Insurance Portability and Accountability Act of 1996 and the federal HIPAA privacy regulations at 45 C.F.R. parts 160 and 164), or applicable state law, prior to accepting a "business associate" relationship with another center. WebDMEMR assumes NO responsibility or liability for users who misuse this feature. Each site administrator is required to attain and maintain any written agreements and apply all necessary administrative, technical and physical procedures required by law to protect Protected Health Information (PHI) or Individual Identifiable Health Information. PHI means Individually Identifiable Health Information that is transmitted or maintained in any form or medium, i.e. electronic exchange. Individual Identifiable Health Information means information including demographic information that refers to an individual's past, present or future health, that identifies an individual, or that could be useful in identifying an individual as defined by the federal HIPAA privacy regulations at 45 C.F.R-164.501.

AMERICAN MEDICAL ASSOCIATION CODES (May-25-2009)

The American Medical Association provides the CPT & ICD-9 Codes for WebDMEMR. *CPT ® Copyright 2009 American Medical Association. All rights reserved*. Fee schedules, relative value units, conversion factors and/or related components are not assigned by the AMA, are not part of CPT and the AMA is not recommending their use. The AMA does not directly or indirectly practice medicine or dispense medical services. The AMA assumes no liability for data contained or not contained herein. CPT is a registered trademark of the American Medical Association. (See Appendix #2- AMA License Agreement)

FEES AND PAYMENT (August-27-2009)

There will be an initial set-up fee. The first month usage of WebDMEMR is completely free. Thereafter, the center will be billed based on the amount of visits the center creates, regardless of visit status. i.e. "closed" or "not closed", within that month. There will be a different fee for regular visits and clinical study visits. A detailed pricing scale of the visit charges can be found in the appendix: "WebDMEMR Price Scheme". It can also be found on the WebDMEMR website under "Price Scheme".

Each user, with the exception of the Site Admin, of the system will be charged a $40 per month subscription fee. This monthly user subscription fee will cover unlimited access and usage of WebDMEMR and fees paid to the American Medical Association for the usage of CPT and ICD-9 codes. Additional charges include a "data storage fee" which is based on the data size of the "Documents Catalog" of each center. Other miscellaneous charges and hardware devices can be found on the "WebDMEMR Price Scheme". (See Appendix - WebDMEMR Price Scheme)

Billing Cycle and Schedule**:** Each client will have their own billing cycle, which starts the day that the center is created and ends 1 month later. For centers created on the 28th, 29th, 30th or 31st of the month, the billing cycle will be moved to the 27th day of the next month. At the end of each billing cycle, each center will be sent an invoice for the prior month's consumption. A Center will have 15 days from the end date of the billing cycle to make payment. Those centers with automatic debit will be charged on the due date. If no payment is received 13 days after the due date, WebDMEMR will automatically disconnect all users from that center.

Fees are subject to change: WebDMEMR reserves the right to change or add any fees or surcharges at any time as required in the future, with a 30 day advance notice, but will always maintain competitive market prices. Subscriber will be notified in a minimum of 30 days before the rate change is to take effect. Should no written cancellation or notification be received by WebDMEMR, the Subscriber understands and agrees to be bound by the higher rate and/or added service charge beginning in the next billing cycle.

The monthly subscription fee, already agreed upon the signing of this contract, will be automatically debited in advance from a credit card or checking account on the first day of each month. Unrecovered payments will have a 10% surcharge after the due date on the invoice, which is 15 days after the start of the clients billing cycle. This surcharge will be automatically added to the next billing cycle. If a Subscriber's account remains overdue due to unrecovered payments, WebDMEMR reserves the right to suspend Subscriber's account until the entire outstanding balance has been paid.

The SUBSCRIBER agrees to provide WebDMEMR with accurate, complete and updated information required by the registration process contained in this Service Agreement, including Subscriber's legal name, address, telephone number(s) and applicable payment data (i.e., credit card number, expiration date, checking account information). The SUBSCRIBER agrees to notify WebDMEMR within 30 days of any changes in customer registration data. Failure to fully comply with this provision will result in immediate suspension or termination of the Subscriber's use of the services.

COMPANY RESPONSIBILITIES (May-25-2009)

It is the responsibility of WebDMEMR to maintain the security of the data and the confidentiality in the access of the protected health information (PHI). WebDMEMR's database is in a DATA CENTER located in Dallas, Texas, guaranteeing around the clock accessibility, security and redundancy.

WebDMEMR is responsible for the retention of the electronic files for an indeterminate period of time and may decide to purge and archive data after 6 years. Data will never be deleted and will be available upon request.

WebDMEMR may elect to electronically monitor any and all traffic which utilizes its Services. It may monitor its Subscribers to try and ensure adherence to international, federal, state and local laws as well as to this Service Agreement. Furthermore, WebDMEMR shall also monitor and disclose any content, records or electronic communication of any kind: (1) to satisfy any law, regulation or authorized governmental request; (2) if such disclosure is necessary to operate the services; or (3) to protect the rights or property of WebDMEMR, its Subscribers, Users, or PHI.

WebDMEMR reserves the right to prohibit conduct, communication or content which it deems, in its sole discretion, to be harmful to individual Subscribers, WebDMEMR or other third parties' rights or violates applicable law. Notwithstanding the foregoing, WebDMEMR does not have the practical ability to restrict conduct, communication or content which might violate its Service Agreement prior to transmission within the WebDMEMR, nor can it ensure prompt editing or removal of questionable content after on-line posting. Accordingly, WebDMEMR shall not assume liability for any action or inaction with respect to conduct, communication or content within WebDMEMR.

WebDMEMR may monitor or disclose any private electronic communication where permitted or required by law or necessary to protect the rights and interests of WebDMEMR as discussed elsewhere in this Agreement. WebDMEMR may terminate immediately without notice any Subscriber who misuses or fails to abide by this Service Agreement, including without limitation, misuse of the different modules within the WebDMEMR.

SUBSCRIBERS AND USERS' RESPONSIBILITIES (May-25-2009)

It is the responsibility of the SUBSCRIBER to pay all fees associated with the connection to the internet to access the services and for obtaining computer equipment or other access devices, necessary to access the Services. It is the responsibility of the SITES and all USERS to maintain the security and confidentiality of the PHI as outlined in the HIPAA regulations. Sites and Users are also responsible for controlling access to the PHI in the EMR and not sharing or providing passwords between users. It is also the responsibility of the PATIENTS to maintain and manage his/her username, passwords and access codes in a safe and secure manner. WebDMEMR is not liable for irresponsible behavior and unauthorized use of passwords by patients or users of the sites. The Subscriber and its USERS agree to keep his or her password confidential and to notify WebDMEMR immediately of any breach of this Contract or unauthorized use of the password.

Online Conduct: Any conduct by a Subscriber that in WebDMEMR's sole discretion restricts or inhibits any other Subscriber from using the Services will not be permitted. Subscriber agrees to use the Services solely for lawful purposes. Subscriber is prohibited from posting on or transmitting through the Services any unlawful, harmful, threatening, abusive, harassing, defamatory, vulgar, obscene, profane, hateful, racially, ethnically or otherwise objectionable material of any kind, including but not limited to, any material which encourages conduct that would constitute a criminal offense, give rise to civil liability, or otherwise violate any applicable local, state, national or international law. WebDMEMR reserves the right to suspend or terminate any Subscriber whose actions are in violation of acceptable on-line conduct, the determination of which resides in WebDMEMR sole discretion.

Compliance with Applicable Laws: Subscribers and Users acknowledges that the Internet is governed by applicable state, federal and international laws, that such laws are currently evolving and may well continue to evolve for some time to come. Subscribers and Users understand and agree that it is their SOLE responsibility to educate themselves as to the applicable laws and to govern their actions accordingly. Notwithstanding the above, Subscribers and Users agree to conform their conduct to all applicable state, federal and international regulations. Subscribers and Users understand and agree that failure to conform their conduct to all applicable state, federal and international laws will be grounds for termination of their account with WebDMEMR.

CONTENTS (May-25-2009)

(A) Distribution/Uploading of Third Party Content. Users may upload digital files or documents into the Document Catalog within the WebDMEMR only information, photos, video, sounds, or other material (collectively known as Content) that is not subject to any copyright or other proprietary rights protection (collectively known as Public Domain Content), or Content in which the author has given express authorization for on-line distribution. Any copyrighted Content submitted with the consent of the owner should contain a phrase such as "Copyright owned by _____ [insert name of owner]; Used by Permission." The unauthorized submission of copyrighted or other proprietary content constitutes a breach of this Service Agreement and could subject you to criminal prosecution as well as personal liability for damages in a civil suit. The SUBSCRIBER, not WEBDMEMR or its employees or independent contractors, are liable for all damages arising from such submission. By submitting content to be included or uploaded to a Home Page or Web Site created by WebDMEMR or another entity for inclusion in the Services or by submitting such content to any "Public Area" (i.e., those areas of the WebDMEMR that are generally accessible to other Users, such as Home Pages, chat rooms, message boards, and file uploads), you automatically grant, or warrant that the owner of such Content has expressly granted WebDMEMR the royalty fee, perpetual, irrevocable, nonexclusive right and license to use, reproduce, modify, adapt, publish, translate and distribute the content (in whole or in part) worldwide and/or to incorporate it in any other works in any form, media, or technology now known or hereafter developed for the full term of any copyright that may exist in such Content. You also permit any Customer to access, view, store, or reproduce the Content for that Customer's personal use. Subject to this grant, the owner of Content placed on the system retains any and all rights which may exist in such Content.

EXPORT: The United States export control laws regulate the export and re-export of technology originating in the United States. This includes the electronic transmission of information and software to foreign countries and to certain foreign nationals. Subscriber agrees to abide by these laws, including but not limited to the Export Administration Act, the Arms Export Control Act and their implementing regulations. Subscriber agrees not to transfer, by electronic transmission or otherwise, any Content derived from the Services to either a foreign national or a foreign destination without first obtaining the required government authorization. Subscriber further agrees not to upload to the Services any data or software that cannot be exported without the prior written government authorization, including but not limited to certain types of encryption software. This assurance and commitment shall survive termination of this Service Agreement. In addition, the United States export control laws currently prohibit nationals of Cuba, Iran, Libya, North Korea and Syria from gaining access to certain Content on the Services at this time.

Third-Party Consent: WebDMEMR is a distributor (and not a publisher) of Content supplied by SUBSCRIBERS and USERS. Accordingly, WebDMEMR has no more editorial control over such Content than does a public library, bookstore or newsstand. Any opinions, advice, statements, services, offers or other information or Content expressed or made available by third parties, including Subscribers, Information Providers, Merchants, Customers or any other user of the Services, are those of the respective author(s) or users and not of WebDMEMR. Neither WebDMEMR nor any third party provider of information guarantees the accuracy, completeness, or usefulness of any Content nor its merchantability or fitness for a particular purpose. Sections below contain the complete provisions governing the limitation of liabilities and disclaimers of warranty. In many instances, the Content available through the WebDMEMR represents the opinions and judgments of the respective Information Provider, Subscriber or USER. WebDMEMR neither endorses nor is responsible for the accuracy or reliability of any opinion, advice or statement made within the EMR of any patient in the WebDMEMR. Under no circumstances will WebDMEMR be liable for any loss or damage caused by Subscriber's reliance on information obtained through the system. It is the responsibility of Subscriber to evaluate the accuracy, completeness or usefulness of any information, opinion, advice or other Content available through the WebDMEMR. Please seek the advice of professionals, as appropriate, regarding the evaluation of any specific information, opinion, advice, or other Content.

SETUP AND PASSWORD (May-25-2009)

The Site Administrator is responsible for providing the information for all the users in their network who need access to the system and will be responsible for the administration of that network. He/she will take full responsibility for the information that they insert, view and disclose.

Upon enrollment as a Subscriber, he/she will complete the "sign up" process and WebDMEMR will assign the username of the Site Admin. This username will always be the word "admin" followed by the assigned center number within the WebDMEMR system. For example if the Subscriber is the 100th center in the system, the site administrator's username will be Admin100. In an email from WebDMEMR, an initial log-in password for the site admin will be emailed to the site administrator. For security purposes, the system will occasionally request a change of the log-in password. After the site administrator has changed his/her password, the site administrator module will allow for the site administrator to create any & all users for the center. All USERS of the system are responsible for maintaining the confidentiality of his or her passwords and are liable for any harm resulting from disclosing or allowing disclosure of any password. USERS are not authorized to distribute their passwords to anyone. If a USER does so, he or she remains liable to WebDMEMR (and any other person or entity) for any and all damages caused whether he or she knew about the actions of the person to whom such password(s) was disclosed. In addition, WebDMEMR will in no way be liable for any damages caused to the USER, who revealed his or her password to another nor will WebDMEMR be liable to any third parties who may be damaged as a result of the password disclosure and for the actions of the person to whom the password was disclosed. In the event of a breach of security, Subscriber or USER will remain liable for any unauthorized use of the Services until he/she notifies WebDMEMR by e-mail at info@webdmemr.com or by calling 787-721-5926.

HELP DESK SUPPORT (May-25-2009)

WebDMEMR offers all Subscribers help desk support in order to assist the Subscribers and USERS in accessing their account. Help desk support is offered either via on-line assistance or over the telephone. WebDMEMR has standard hours for help desk support and after hours support (See Appendix #3- WebDMEMR Support Contact Information and Schedule)

TRAINING (May-25-2009)

Any in person or special initial training session negotiated is charged upfront as stated in the WebDMEMR price Scheme. Any training session thereafter will be charged. It is the responsibility of the center, to have all users present during the initial training. (See Appendix - WebDMEMR Price Scheme)

PRIVACY CONSIDERATIONS (May-25-2009)

The protected health information of the patient will only be viewed by his/her HCP and the users of that site and by those health care service entities permitted by law. It may be accessed at some time by software programmers and / or IT personnel of WebDMEMR and Data Center, who are obliged to comply with the HIPAA Privacy Regulation of the protected health information. For more information please refer to the WebDMEMR Privacy Policy (See Appendix #4 - WebDMEMR Privacy Policy).

PROPRIETARY RIGHTS (May-25-2009)

By posting messages, uploading files, inputting data, or engaging in any form of communication on our system, the Subscriber is hereby granting to the public an unrestricted license to use, copy, modify, adapt or document in any form any communications, information or any underlying work in which the Subscriber may possess proprietary rights, including but not limited to copyrights. All users of the system are therefore deemed to have disclaimed or waived all copyright ownership rights in their messages or files, even if they contain copyright notices. Subscribers shall have absolutely no recourse against WebDMEMR as the system provider for any alleged or actual infringement of any proprietary rights to which they may claim ownership. The Subscriber's use of WebDMEMR affords the Subscriber access to many of the features of WebDMEMR, but some aspects of WebDMEMR remains within WebDMEMR exclusive proprietary control. WebDMEMR owns the intellectual property rights to any and all protectable components of our system, including but not limited to the computer software, the related documentation, the end-user interfaces, the name of WebDMEMR, many of the individual features, and the collective works consisting of sequences of all public messages on WebDMEMR. The Subscriber may not reproduce any sequence of messages from WebDMEMR,

either electronically or in print, without WebDMEMR's permission. In addition; the Subscriber may not copy, modify, adapt, reproduce, translate, distribute, reverse engineer, decompile or dissemble any aspect of the WBDMEMR which WebDMEMR or its suppliers own.

COPYRIGHT (May-25-2009)
The content, organization, gathering, compilation, magnetic translation, digital conversion and other matters related to WebDMEMR are protected under applicable copyrights, trademarks, and other proprietary (including but not limited to intellectual property) rights, and, the copying, redistribution, use or publication by the Subscriber or User of any such content or any part of WebDMEMR is prohibited.

TERMINATION BY SUBSCRIBER (May-25-2009)
The account can be cancelled at any time (via postal or facsimile mail) for any reason, without any long term commitment. In the event that the Subscriber wishes to terminate the service, WebDMEMR will provide reasonable time to print out hard copies of all the medical records in the WebDMEMR. For an added service charge, WebDMEMR can deliver all the subscriber's medical records in a PDF format or transfer data to another electronic database solution. Once terminated, WebDMEMR may purge all data files associated to the subscriber's account and any other information in the system belonging to the Subscriber. However, the initial set up fee monthly subscription fees already charged shall not be refunded, nor is the Subscriber entitled to any refund for any unused portion of the monthly subscription fee.

Termination of SUBSRIBER automatically terminates service to all other users or sub-accounts under SUBSCRIBER'S Master Account(s). Upon termination, SUBSCRIBER shall have no right to: (1) access any stored Content on the Services and any such Content will be forfeited; (2) any user time, game or other credit(s) and such credit(s) will be forfeited; (3) third-party merchandise or services and WebDMEMR shall have no responsibility to notify any third-party Merchants, nor for any consequences resulting from lack of notification.

TERMINATION BY COMPANY (June-22-2009)
WebDMEMR reserves the right to terminate or suspend any individual Subscriber's access to all or part of the Services, without notice, for any conduct that WebDMEMR, in its sole discretion, believes violates this Service Agreement. This includes and is not limited to a subscriber using the service without the intention of creating visits, for failure to pay for any outstanding balance, for interfering with another Customer's use of the Services, or is otherwise harmful to another Customer, third-party Information Provider, Merchant, Licensor, service provider or WebDMEMR's interests. In most cases, a reasonable amount of time will be provided, permitting the subscriber to restore records in hard copies or prepay WebDMEMR a service charge to transfer data to another electronic database solution. In rare cases WebDMEMR may refuse the subscriber access to information already entered into the system if in any way WebDMEMR believes that the subscriber has fraudulently used the system in a way that is not intended or because the Subscriber has not fully paid any outstanding balance. Termination or suspension of WebDMEMR automatically cancels or suspends, as the case may be, Subscriber's license to use the Services.

RIGHT TO REFUSE (May-25-2009)
Company reserves the right, in its sole discretion, to refuse contracts at any time.

NON-TRANSFERABLE (May-25-2009)
Subscriber's right to use the Service is not transferable and is subject to any limits established by WebDMEMR.

ACKNOWLEDGMENT (May-25-2009)
This Service Agreement shall be governed by and construed in accordance with the laws of the Commonwealth of Puerto Rico, except with regard to its conflicts of law rules. Each party irrevocably consents to the exclusive jurisdiction of the courts of the Commonwealth of Puerto Rico and the federal courts situated in the Commonwealth of Puerto Rico in connection with any action arising under this Service Agreement or relating to the Services. Any cause of action of Customer or its authorized user(s) with respect to the Services must be commenced within one (1) year after the claim or cause of action arose or the cause of action shall be barred.

LIMITATION OF LIABILITY AND DISCLAIMER OF WARRANTY. (May-25-2009)
SUBSCRIBERS EXPRESSLY AGREE THAT USE OF THE SERVICES IS AT SUBSCRIBER'S SOLE RISK. NEITHER WEBDMEMR, ITS EMPLOYEES, AFFILIATES, AGENTS, THIRD-PARTY INFORMATION PROVIDERS, MERCHANTS, LICENSORS OR THE LIKE, WARRANT THAT THE SERVICES WILL BE UNINTERRUPTED OR ERROR FREE; NOR DO THEY MAKE ANY WARRANTY AS TO THE RESULTS THAT MAY BE OBTAINED FROM THE USE OF THE SERVICES OR AS TO THE ACCURACY, RELIABILITY OR CONTENT OF ANY INFORMATION, SERVICE OR MERCHANDISE PROVIDED THROUGH THE SERVICES. WHILE WEBDMEMR IS DEDICATED TO PROVIDE LOCAL SERVICES IN ITS SERVICE AREA, NEITHER WEBDMEMR NOR ANY OF ITS INDEPENDENT NETWORK SERVICE PROVIDERS MAKE ANY REPRESENTATIONS OR WARRANTIES, EITHER EXPRESS OR IMPLIED, THAT ANY AVAILABLE ACCESS NUMBER WILL BE A LOCAL CALL FROM YOUR AREA CODE AND EXCHANGE.

THE SERVICES ARE PROVIDED ON AN "AS IS," "AS AVAILABLE" BASIS WITHOUT WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO WARRANTIES OF TITLE OR IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, OTHER THAN THOSE WARRANTIES THAT ARE IMPLIED BY AND INCAPABLE OF EXCLUSION, RESTRICTION OR MODIFICATION UNDER THE LAWS APPLICABLE TO THIS AGREEMENT. NO ORAL ADVICE OR WRITTEN INFORMATION GIVEN BY WEBDMEMR, ITS EMPLOYEES, AGENTS, THIRD-PARTY INFORMATION PROVIDERS, MERCHANTS, LICENSORS OR THE LIKE SHALL CREATE A WARRANTY, NOR SHALL CUSTOMER RELY ON ANY SUCH INFORMATION OR ADVICE.

UNDER NO CIRCUMSTANCES, INCLUDING NEGLIGENCE, SHALL WEBDMEMR OR ANYONE ELSE INVOLVED IN CREATING, PRODUCING OR DISTRIBUTING THE SERVICES BE LIABLE FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES THAT RESULT FROM THE USE OF OR INABILITY TO USE THE SERVICES, INCLUDING BUT NOT LIMITED TO RELIANCE BY A SUBSCRIBER ON ANY INFORMATION OBTAINED ON THE SERVICES, OR THAT RESULT FROM ANY MISTAKES, OMISSIONS, INTERRUPTIONS, DELETION OF FILES OR E-MAIL, ERRORS, DEFECTS, VIRUSES, DELAYS IN OPERATION, OR TRANSMISSION, OR ANY FAILURE OF PERFORMANCE, WHETHER OR NOT LIMITED TO ACTS OF GOD, COMMUNICATIONS FAILURE, THEFT, DESTRUCTION OR UNAUTHORIZED ACCESS TO ACCESS PROVIDER'S RECORDS, PROGRAMS OR SERVICES. CUSTOMER ACKNOWLEDGES THAT THIS PARAGRAPH SHALL APPLY TO ALL CONTENT, MERCHANDISE OR SERVICES AVAILABLE THROUGH THE WEBDMEMR. BECAUSE SOME STATES DO NOT ALLOW THE EXCLUSION OF OR LIMITATION OF LIABILITY FOR CONSEQUENTIAL OR INCIDENTAL DAMAGES, IN SUCH STATES WEBDMEMR'S LIABILITY IS LIMITED TO THE GREATEST EXTENT PERMITTED BY LAW.

Notwithstanding the foregoing, in no event shall the total liability of WEBDMEMR or its employees, affiliates, agents, third-party Information Providers, Merchants or Licensors, for all damages, losses and causes of action whether in contract, tort, including negligence, or otherwise, either jointly or severally, exceed the aggregate amount paid by SUBSCRIBER to WEBDMEMR in the 12 months prior to the claimed injury or damage. The foregoing provisions of this Section are for the benefit of WEBDMEMR, its employees, directors, affiliates, agents, Information Providers, Merchants and Licensors, and each shall have the right to assert and enforce these provisions directly on their own behalf.

INDEMNITY (May-25-2009)

The SUBSCRIBER agrees to defend, indemnify and hold harmless WebDMEMR and its officers, directors, employees, agents, third-party Information Providers, Merchants and Licensors, from any claims and expenses, including but not limited to, reasonable attorneys' fees, related to any violation of this Service Agreement by use of Subscriber's Master Account(s), disclosure by Subscriber of his or her password(s) to another, or in connection with the placement or transmission by or through SUBSCRIBER and its USERS of any Content within the WebDMEMR and the services of its third-party Information Providers, Merchants and Licensors.

FINAL DISCLAIMER (May-25-2009)

SUBSCRIBER ACKNOWLEDGES THAT WEBDMEMR IS NOT INTENDED TO DIAGNOSE OR PREVENT ANY MEDICAL CONDITION.

SUBSCRIBER ACKNOWLEDGES THAT WEBDMEMR IS ONLY FOR ORGANIZATIONAL & STORAGE PURPOSES AND DOES NOT ALTER ANT DATA.

SUBSCRIBER ACKNOWLEDGES THAT SUBSCRIBER IS FULLY RESPONSIBLE FOR ALL THE HCPs & USERS OF THE SUBSCRIBER'S CENTER WITH THE WEBDMEMR.

SUBSCRIBER ACKNOWLEDGES THAT SUBSCRIBER HAS READ THIS SERVICE AGREEMENT, UNDERSTANDS IT, AND AGREES TO BE BOUND BY ITS TERMS AND CONDITIONS.

APPENDIXES

       Appendix #1- WebDMEMR Price Scheme
       Appendix #2- AMA License Agreement
       Appendix #3- WebDMEMR Support Contact Information and Schedule

       Appendix #4 - Privacy Policy (version: _____)

I have received and accepted the "Privacy Policy" & "AMA License Agreement"_____ (initial only)

Center Name _____   **Center # or Site Admin #** _____   **Date:** _____

Name of Customer (Authorized Signatory): _____   **Signature:** _____
                              Print Name

Remember to initial each of the previous pages.

P h o n e : 7 8 7 - 7 2 1 - 5 9 2 6 F a x : 7 8 7 - 7 2 1 - 5 4 2 0
Email: info@webdmemr.com   URL: www.webdmemr.com