

PLEASE CAREFULLY READ THE FOLLOWING TERMS AND CONDITIONS RELATING TO YOUR USE OF SERVICES PROVIDED BY NATIONAL ELECTRONIC ATTACHMENT, INC. (“Services”).

As used in this agreement, “we,” “our,” and “us” refer to National Electronic Attachment, Inc., and our successors and assigns, and “you” and “your” refer to the individual or entity subscribing for the Services.

By using the Services, you agree to the terms and conditions set forth in this agreement (this “Agreement”). If you do not agree to the terms and conditions set forth in this Agreement, do not use the Services. We reserve the right, in our sole discretion, to change, modify, add or remove provisions of this Agreement at any time. You should check this Agreement periodically for changes. By using the Services after we make any changes to this Agreement available on our website or, in our sole discretion, otherwise communicate such changes to you in any end user messaging within your Services or by such other means as we may deem appropriate from time to time (including electronic mail or conventional mail), you agree to accept those changes, whether or not you have reviewed them. If you do not agree to this Agreement, you should not use the Services and you should arrange to cancel your account or subscription with us, as applicable.

## 1. Scope of Agreement

Unless we indicate otherwise, this Agreement applies to the following, which are collectively referred to as the Services:

- a. use of our software, including but not limited to FastAttach, FastKapture, FastResponse, and FastLook to capture, review, or track electronic documentation; and
- b. use of third-party software, including but not limited to Vyne Connect email services; and
- c. the training and technical support services related to the foregoing services either provided by us or our designated third party.

## 2. Limited License to Use Software

Some of the Services may allow you to download client software (“Software”) which may update automatically. So long as you comply with the terms of this Agreement, we hereby grant you a limited, nonexclusive, nontransferable, revocable license to use the Software, solely to access the Services. This license is for the sole purpose of enabling you to use and enjoy the benefit of the Services as provided by us, in the manner permitted by the terms of this Agreement. You may not copy, modify, distribute, sell, or lease any part of our Services or included Software, nor may you reverse engineer or attempt to extract the source code of that Software, unless laws prohibit those restrictions or you have our written permission. Notwithstanding anything to the contrary contained in this Agreement, the Services known as “Vyne Connect” are subject to the Protected Trust, LLC terms and conditions provided to you upon registration for such services and such terms supersede the conflicting terms of this Agreement, except that this Agreement shall control with respect to the payment terms; length of agreement terms; and support services.

Open source software is important to us. Some Software used in our Services may be offered under an open source license that we will make available to you. There may be provisions in the open source license that expressly override some of the terms of this Agreement.

### 3. Your Use of the Services

Unless otherwise specified, you agree not to assign, transfer or sublicense your rights as a registered user of the Services. You understand that only you may use your administrative user account and password, and that your subscription to the Services may not be shared with others. You agree to be financially responsible for all usage or activity of the Services subscribed to by you. To subscribe to the Services, you represent that you are a United States citizen or resident with a valid United States mailing address.

By using the Services you are indicating your acceptance to this Agreement, just as if you had signed this Agreement. If you do not comply with this Agreement at any time, we reserve the right to cancel or terminate your password, user account, and/or access to the Services (or any part thereof). In our sole discretion and without prior notice or liability, we may discontinue, modify or alter any aspect of the Services. If you do not abide by the terms of this Agreement, except as we may otherwise provide from time to time, you agree that we may immediately deactivate or delete your user account and all related information and/or files in your user account and/or bar any further access to such information and/or files. Further, you agree that we shall not be liable to you or any third-party for any termination or cancellation of your access to, or use of, the Services. You acknowledge that your only right with respect to any dissatisfaction with any modification or discontinuation of the Services made by us pursuant to any provision of this Agreement, or any policies or practices by us in providing the Services, including without limitation any change in template content, administrative tool content, or any change in the amount or type of fees or charges associated with the Services, is to cancel or terminate your subscription. From time to time, we may supplement this Agreement with additional terms and conditions pertaining to specific content, activities or events (“Additional Terms”). Such Additional Terms may be posted on our website, or, in our sole discretion, otherwise communicated to you in any end user messaging within your Services or by such other means as we may deem appropriate from time to time (including electronic mail or conventional mail). You understand and agree that such Additional Terms are hereby incorporated by reference into this Agreement.

### 4. Compliance with Laws.

You hereby represent and warrant that you shall comply with all applicable Federal, State and local laws relating your use of the Services, including, but not limited to, all applicable provisions of the Health Insurance Portability and Accountability Act of 1996, as amended by the Health Information Technology for Economic and Clinical Health Act as a part of the American Recovery and Reinvestment Act of 2009, as the same may be hereafter modified or amended.

### 5. Charges and Fees; NO REFUNDS

As a user of the Services, you agree as follows:

A. You agree to pay the fixed and periodic charges and fees previously disclosed to you by us, applicable taxes, and other charges and fees incurred in order to access the Services. You acknowledge and agree that we will charge you for each of your Enrolled Offices. You agree to register each of your Treatment Offices as an Enrolled Office pursuant to our standard registration procedures, which shall include, but is not limited to, providing us with the name or tradename, if any, of the provider associated with such Treatment Office, the NPI number associated with such Treatment Office, and the street address and phone number of the physical location of such Treatment Office. As used in this Agreement, “Enrolled Office” shall mean any of your Treatment Offices to whom you desire to provide Services that is properly registered with us. As used in this Agreement, “Treatment Office” shall mean each of your single physical treatment offices, regardless of whether you use centralized billing through one office. Central billing offices for practice management groups are not considered a single Treatment Office. We will assign a unique facility identification number to each Enrolled Office. You agree to notify us at least once per year of any changes to any registration information relating to a Treatment Office and/or providers previously provided by you.

B. We reserve the right to increase charges and fees, or to institute new charges or fees at any time, upon reasonable advance notice communicated to you prior to implementing such charges or fees, including, without limitation, through a posting on our website, end user messaging within your Services, or such other means as we may deem appropriate from time to time (including electronic mail or conventional mail). Except for applicable registration, start-up or similar fees and as otherwise specifically agreed by us in writing, we will automatically charge your credit card, debit card or other account acceptable to us (i) if you are on an annual subscription plan, at the start of subscription plan and at the start of each renewal period, or (ii) if you are on a monthly subscription plan, on the last business day of the month during which the Services were provided, in either case, unless you terminate or cancel your subscription at least seventy-two (72) hours before the relevant billing period begins pursuant to Section 6 below. The renewal charge will be the same as the prior period’s charge, unless we notify you in advance at the time of subscription or prior to the beginning of the renewal period as described above. Each time you use the Services, you reaffirm your agreement that we may charge your credit card, debit card, or other form of acceptable payment, if applicable. In the event we cannot charge your account, we reserve the right to terminate your access to and use of the Services.

C. In addition to the fees and charges set forth above, you are responsible for all charges and fees associated with connecting to the Services, including without limitation all telephone access lines (including long-distance charges, when applicable), internet service provider fees, telephone and computer equipment, sales taxes and any other fees and charges necessary to access the Services.

D. For purposes of your use of the Services, you agree to provide us with true, accurate and complete information as required by the subscription or sign up process (“Subscription Data”) to the Services, including your legal name, address, telephone number, email address, applicable billing information (e.g., credit card number and expiration date) and information described in Section 5A above, and to allow us to share your Subscription Data with third parties for the purpose of verifying the information you provide and billing your credit card or otherwise charging your account. You agree to maintain and promptly update the Subscription Data and any other information you provide to us to keep it accurate. Without limiting any other provision of this Agreement, if you provide any information that is untrue, inaccurate, or incomplete, or we have

reasonable grounds to suspect that such is the case, we reserve the right to suspend or terminate your user account or subscription and refuse any and all current or future use by you of the Services (or any portion thereof).

E. You are entirely responsible for maintaining the confidentiality of your password and user account information. You must notify us immediately in the event of any known or suspected unauthorized use of your user account, or any known or suspected breach of security, including loss, theft, or unauthorized disclosure of your or any other personal password or credit card information. In the event of a breach of security by you, you will remain liable for any unauthorized use of your subscription until you update your Subscription Data.

F. You agree that all fees and charges assessed by us are nonrefundable, regardless of whether you have selected the monthly subscription option or annual subscription option, and regardless of whether your subscription and use of the Services is cancelled by us or you for any reason. Examples of nonrefundable fees include, but are not limited to, the sign up (i.e., registration) fee, Annual fee and the full monthly subscription fee, if the monthly subscription option was selected, or full annual subscription fee, if the annual subscription option was selected, for any month (or portion thereof) or year (or portion thereof), as applicable, elapsed (regardless of whether you used the Services during that period).

G. If your check is returned or your debit card transaction is denied due to insufficient funds, we reserve the right to charge you, and you hereby agree to pay, a fee, in addition to any other fees owed under this Agreement, of at least \$50.00 per returned check or denied transaction. No post-dated checks will be accepted.

## 6. Cancellation of Subscription

We or you may terminate or cancel your subscription to the Services at any time. You understand and agree that the cancellation or termination of your subscription is your sole right and remedy with respect to any dispute with us including, without limitation, any dispute related to, or arising out of: (i) any terms of this Agreement or our enforcement or application of this Agreement; (ii) any of our practices or policies, including our Terms & Conditions and Privacy Policy, or our enforcement or application of these policies; (iii) the content available through the Services; (iv) your ability to access and/or use any the Services components; or (v) the amount or types of our fees or charges, surcharges, applicable taxes, or billing methods, or any change to our fees or charges, applicable taxes, or billing methods. Upon cancellation or termination of your subscription to the Services, we may immediately deactivate your user account and/or delete all related information and/or files in your user account and/or bar any further access to such information and/or files, except as we may otherwise provide from time to time.

You can cancel your subscription by contacting Customer Service or by such other means as we may provide from time to time. We will attempt to process all cancellation requests within 72 hours after we receive your request. If you cancel less than 72 hours before the relevant billing period begins, you agree that you will be liable for the then current annual or monthly subscription fee, as applicable, for such billing period, and are not entitled to a refund of that final subscription fee. We reserve the right to collect fees, surcharges, or costs incurred before your cancellation takes effect.

7. Storage of Your Information. If you have fully paid all amounts due and owing by you under this Agreement, we will store 13 months of data sent and/or stored by you using the Services, said data includes patient information, insurance information and attachments. The 13-month period will commence on the first of the month following sign up or other date designated by us. Data will be automatically deleted on a rolling monthly basis so that all data older than 13 months is deleted. For example, data stored as of April 1 of the current year will be deleted as of May 1 the following year, and data stored as of May 1 of the current year will be deleted as of June 1 of the following year, etc. A schedule of data purge dates is provided below. DATA CURRENTLY STORED BY US THAT WAS NOT SUBMITTED WITHIN THE PREVIOUS 13-MONTH PERIOD WILL BE DELETED AND WILL NO LONGER BE AVAILABLE. NO DATA WILL BE STORED LONGER THAN 13-MONTHS. YOU ARE SOLELY RESPONSIBLE FOR ANY DATA BACKUP AND STORAGE BEYOND THE 13-MONTH PERIOD. In the event you fail to pay any amounts owed under this Agreement, in addition to any other rights and remedies available to us, we shall not be obligated to store any data sent and/or stored by you using the Services, and we may delete any and all data then being stored by us, in our sole discretion.

<b>Data Stored as of</b>	<b>Will be Deleted as of</b>
April 1 of current year	May 1 of following year
May 1 of current year	June 1 of following year
June 1 of current year	July 1 of following year
July 1 of current year	August 1 of following year
August 1 of current year	September 1 of following year
September 1 of current year	October 1 of following year
October 1 of current year	November 1 of following year
November 1 of current year	December 1 of following year
December 1 of current year	January 1 of following year
January 1 of current year	February 1 of following year
February 1 of current year	March 1 of following year
March 1 of current year	April 1 of following year

8. Availability of the Services

The availability and use of the Services is dependent upon technology from third-party providers. We will make commercially reasonable efforts to ensure availability consistent with, but not beyond, what is provided by such third-party providers. Your right to cancel the Services is your only right in the event the availability of the Services does not meet your business or technical requirements.

9. Privacy and Security

We are committed to protecting your privacy and security. For more information, you should review our Privacy Policy posted on our website, which is incorporated into this Agreement by this reference.

## 10. Limitations of Use

The Services are provided for the benefit of our clients. Any use by any party that is not our client is subject to additional fees and surcharges.

## 11. Links

This Agreement applies only to the Services, and not to the websites of any other person or entity that may be linked from references within, or otherwise available through, Services. We may provide, or third parties may provide, links to other worldwide websites or resources. You acknowledge and agree that we are not responsible for the availability of such external sites or resources, and do not endorse (and are not responsible or liable for) any content, advertising, products, or other materials on or available from such websites or resources. You further acknowledge and agree that, under no circumstances, will we be held responsible or liable, directly or indirectly, for any loss or damage that is caused or alleged to have been caused to you in connection with your use of, or reliance on, any content, advertisements, products or other resources available on any other website (regardless of whether we directly or indirectly link to such content, advertisements, products or other resources). You should direct any concerns with respect to any other website to that website's administrator or webmaster.

## 12. Timely Provision of Communication and Information

You agree that you will (i) timely respond to all communications by us or any of our designated third parties, and (ii) provide us or any of our designated third parties, as soon as is reasonably possible, all materials in your possession required by us to perform the Services.

## 13. Disclaimers of Warranties

PLEASE NOTE THE FOLLOWING IMPORTANT DISCLAIMERS OF WARRANTIES: THE SERVICES, INCLUDING THE PRODUCTS, OFFERINGS, CONTENT AND MATERIALS WITHIN THE SERVICES, ARE PROVIDED "AS IS" AND WITHOUT WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED. WE DISCLAIM ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO WARRANTIES OF TITLE OR IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR PARTICULAR PURPOSE, COMPATIBILITY, SECURITY, ACCURACY OR NON-INFRINGEMENT.

NEITHER US, ANY OF OUR AFFILIATES, NOR ANY OF OUR OR THEIR RESPECTIVE LICENSORS, LICENSEES, SERVICE PROVIDERS, OR SUPPLIERS WARRANT THAT ANY FUNCTION CONTAINED IN THE SERVICES WILL BE UNINTERRUPTED OR ERROR-FREE, THAT DEFECTS WILL BE CORRECTED, OR THAT THE SERVERS THAT MAKE THE SERVICES AVAILABLE ARE FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS.

NEITHER US, ANY OF OUR AFFILIATES, NOR ANY OF OUR OR THEIR RESPECTIVE LICENSORS, LICENSEES, SERVICE PROVIDERS OR SUPPLIERS WARRANT OR MAKE ANY REPRESENTATIONS REGARDING THE USE OR THE RESULTS OF THE USE OF ANY PRODUCTS, OFFERINGS, OR CONTENT, INCLUDING, WITHOUT LIMITATION,

THE SERVICES, IN TERMS OF THEIR CORRECTNESS, ACCURACY, RELIABILITY, OR OTHERWISE.

FURTHER, PLEASE NOTE THAT NO ADVICE OR INFORMATION, OBTAINED BY YOU FROM OUR PERSONNEL OR THROUGH THE SERVICES SHALL CREATE ANY WARRANTY NOT EXPRESSLY PROVIDED FOR IN THIS AGREEMENT.

14. Limitation of Liability

YOU EXPRESSLY UNDERSTAND AND AGREE THAT WE AND OUR AFFILIATES SHALL NOT BE LIABLE FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, EXEMPLARY OR PUNITIVE DAMAGES, OR ANY OTHER DAMAGES WHATSOEVER, INCLUDING BUT NOT LIMITED TO, DAMAGES FOR LOSS OF PROFITS, GOODWILL, USE, DATA OR OTHER INTANGIBLE LOSSES (EVEN IF WE HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES), ARISING OUT OF, OR RESULTING FROM, (A) THE USE OR THE INABILITY TO USE THE SERVICES; (B) THE USE OF ANY CONTENT OR OTHER MATERIAL ON ANY WEBSITE OR WEBSITES LINKED OR OTHERWISE AVAILABLE THROUGH THE SERVICES, (C) THE COST OF PROCUREMENT OF SUBSTITUTE GOODS AND SERVICES RESULTING FROM ANY GOODS, DATA, INFORMATION OR SERVICES PURCHASED OR OBTAINED OR MESSAGES RECEIVED OR TRANSACTIONS ENTERED INTO THROUGH OR FROM THE SERVICES; (D) UNAUTHORIZED ACCESS TO OR ALTERATION OF YOUR TRANSMISSIONS OR DATA; (E) STATEMENTS OR CONDUCT OF ANY THIRD PARTY; OR (F) ANY OTHER MATTER RELATING TO THE SERVICES.

YOU ACKNOWLEDGE AND AGREE THAT THE LIABILITY OF NATIONAL ELECTRONIC ATTACHMENT, INC. IN ANY AND ALL CATEGORIES AND FOR ANY AND ALL CAUSES ARISING OUT OF THIS AGREEMENT OR OUT OF ANY SERVICES PERFORMED UNDER THIS AGREEMENT SHALL NOT IN THE AGGREGATE EXCEED THE TOTAL MONTHLY FEES PAID BY YOU TO US DURING THE PRECEDING THREE-MONTH PERIOD.

YOU ACKNOWLEDGE AND AGREE THAT, EXCEPT AS SET FORTH IN THE FOLLOWING SENTENCE, WE SHALL NOT BE LIABLE IF AN ELECTRONIC DOCUMENT IS REJECTED OR LOST, OR IF THERE ARE DELAYS IN THE PROCESSING OF ELECTRONIC DOCUMENTS. IF, SOLELY THROUGH THE FAULT OF US, AN ELECTRONIC DOCUMENT IS REJECTED OR LOST, THEN WE WILL REFILE SUCH ELECTRONIC DOCUMENT AT NO ADDITIONAL CHARGE TO YOU. YOU AND WE HEREBY ACKNOWLEDGE AND AGREE THAT NATIONAL ELECTRONIC ATTACHMENT, INC'S LIABILITY UNDER THIS PARAGRAPH SHALL BE LIMITED TO THE ADDITIONAL COST INCURRED BY NATIONAL ELECTRONIC ATTACHMENT, INC. IN REFILING SUCH ELECTRONIC DOCUMENT.

IF ANY PORTION OF THIS LIMITATION OF LIABILITY IS FOUND TO BE INVALID, LIABILITY IS LIMITED TO THE FULLEST EXTENT PERMITTED BY LAW.

#### 15. Indemnification

You agree to indemnify, hold harmless and, at our option, defend us and our affiliates, and our and their officers, directors, employees, stockholders, agents and representatives from any and all third party claims, liability, damages and/or costs (including, but not limited to, reasonable attorneys' fees and expenses) arising from your improper use of the Services, your exercise of internet electronic commerce and/or any failure to comply with any such laws, taxes, and tariffs, your violation of this Agreement, or your infringement, or the infringement or use by any other user of your account, of any intellectual property or other right of any person or entity.

#### 16. Governing Law and Choice of Forum

This Agreement shall be governed by and construed in accordance with the laws of the State of Georgia, without giving effect to any principles of conflicts of law. You agree that any action at law or in equity arising out of or relating to your use of the Services or this Agreement shall be filed only in the state or federal courts located in Dekalb County in the State of Georgia and you hereby consent and submit to the personal jurisdiction of such courts for the purposes of litigating any such action.

#### 17. Taxes

You acknowledge and agree that you are solely responsible for paying any taxes, tariffs, or other charges incurred or otherwise due from you as a result of your use of the Services.

#### 18. Miscellaneous Terms

In any action against us arising from the use the Services, the prevailing party shall be entitled to recover all legal expenses incurred in connection with the action, including but not limited to its costs, both taxable and non-taxable, and reasonable attorneys' fees.

If any provision of these terms shall be unlawful, void, or for any reason unenforceable, then that provision shall be deemed severable from these terms and shall not affect the validity and enforceability of any remaining provisions.

We may assign our rights and obligations under this Agreement. This Agreement will inure to the benefit of our successors, assigns and licensees. The failure of either party to insist upon or enforce the strict performance of the other party with respect to any provision of this Agreement, or to exercise any right under this Agreement, will not be construed as a waiver or relinquishment to any extent of such party's right to assert or rely upon any such provision or right in that or any other instance; rather, the same will be and remain in full force and effect.

This Agreement constitutes the entire agreement between you and us with respect to the subject matter of this Agreement, and supersedes and replaces any other prior or contemporaneous agreements, or terms and conditions applicable to the subject matter of this Agreement. This Agreement creates no third party beneficiary rights.