

ELECTRONIC MEDICAL RECORDS (EMR) USER AGREEMENT

Thank you for your interest in EMR Complete online software. We have attempted to produce a product that we feel will have broad application. EMR Complete is a web-based program. This provides the unique advantage of being able to use your business information from any place that provides access to a computer (assuming it meets system requirements) and broadband internet connectivity. Because this is an on-line program, you will not have our software on your local computer, and any business data entered into our program will be stored on our off-site servers.

Redundant equipment with firewalls, load balancing, and failover are used to ensure continuous operation of our website. Database and file backup ensure quick retrieval of data in the case of unforeseen circumstances. Our goal is to have our website available to our users at all times. However, periodic maintenance requires that our website be down for limited periods of time. We are also unable to control circumstances which might interrupt service, such as natural disasters, or local events that might impact our users' ability to access the internet. As a result, there might be periods of time during which you may not have access to your business data.

We look forward to working with you and appreciate your input as well as suggestions for enhancements that we might incorporate in future releases.

This Agreement is made by and between _____ Practice/Facility name on EMR Complete Account ("USER"), and EMR Complete ("EMR").

1. RECITALS

WHEREAS, User and EMR Complete have entered into an Agreement for services including the storage and maintenance of Protected Health Information generated by User.

NOW, THEREFORE, in consideration of the mutual covenants and conditions herein contained, the parties hereto agree as follows:

2. INCORPORATION OF SERVICE AGREEMENTS

The terms and conditions of the Service Agreements are hereby incorporated into this Agreement. All terms and definitions therein shall have the same meaning in this Agreement, unless otherwise provided herein.

3. AUTHORIZATION TO INCORPORATE MEDICAL REPORTS

User hereby authorizes EMR Complete to incorporate Medical Reports related to a patient of User into such patient's medical records maintained by EMR Complete on behalf of User under the Service Agreements. In performing such service, EMR Complete shall protect and preserve the confidentiality of such Medical Reports and any other Protected Health Information ("PHI") received by EMR Complete in conjunction therewith as is more specifically provided for in the Service Agreements, and subject to the terms and conditions thereof.

4. FEE FOR SERVICES

For the rendering of the services provided for herein, User shall pay EMR Complete flat fees of \$99.95* per month, per unlimited providers (including MDs, nurse practitioners, physician assistants, counselors, Etc.). All fees are due in advance of the first full month of service. Once EMR Complete receives this Agreement the User will be sent an invoice for the first full month's fee of \$99.95* per month. All fees are due and payable before the 1st day of the first full month of service. See Customer Authorization Recurring Auto Payment Form for automatic payments to avoid disruption of service. No refunds will be issued for mid-month cancellations or advance payments. Account disruption due to nonpayment is not to be considered the cancellation of EHR 24/7 and is independent of the following cancellation of services policy.

5. CANCELLATION OF SERVICES

If User wishes to cancel this service it must complete the product cancellation form. Upon request to cancel EMR Complete will send the product cancellation form to User. User shall not consider the cancellation complete until the time that it has received an email confirmation to the email address on the account. Cancellation can only be requested by the EMR Complete account owner. Additionally, User acknowledges that any unpaid account balance must be paid prior to EMR Complete processing the cancellation request and said unpaid balance may delay the processing of the cancellation. Upon User's request EMR Complete will create a copy of all medical records contained in User's account and provide User with media storage containing all data. EMR Complete will charge User a one-time fee of \$50.00* to extract the data. User may elect to extract the data itself at no cost.

6. SYSTEM REQUIREMENTS

Internet Browser

Internet Explorer version 11 or above, with a 128-bit encryption

Safari version 11.1.2 or above, with 128-bit A

Chrome version 58+ or above, with a 128-bit encryption

Mozilla Firefox

Windows: OS (PC):

Windows 7, or above

MAC OS

MAC OS 10.11, or above

iPad

Internet Connection:

High-Speed internet connection via DSL, cable modem, or T1 line.

Bandwidth to support the number of users in your office accessing the internet simultaneously.

7. ADDITIONAL RECOMMENDATIONS/REQUIREMENTS

- An email account through the provider of your choice (required for communications and notifications from EMR)
- Adobe Acrobat Reader 9 or above (for records printing)
- Microsoft Excel 2003 or above (optional for exporting reports)
- 7zip (optional for extracting downloadable patient charts)

8. EHR SECURITY REQUIREMENTS

User designates EMR Complete to manage security controls using industry standards and HIPAA best practices to include but not limited to: unique user ids, password complexity, minimum password length, limiting password reuse, banner notification and password expiration notice.

INWITNESS WHEREOF and acknowledging acceptance and agreement of the foregoing, the User shall affix their signature hereto.

Name (President/CEO/Owner of Entity who owns
the EMR Complete Account)

Signature

Title (President/CEO/Owner of Entity,
who owns the EMR Complete Account)

Practice/Facility Name

Contact Name / Phone Number

EMR Complete Representative

Username (If you are a current EMR Complete user)**

ACTIVATION DATE. The date entered above is the date your EHR
account will be activated, and the date you will start being billed
for the service. If left blank it will default to the date this
agreement is received.

* Rates /Terms are subject to change.

** If you are not a current EMR complete user you must complete the enrollment process.

Please email this completed User Agreement to vicdu@hotmail.com or fax to 732-753-0044.

For questions call 732-616-8090