

Automated Medical Assistant (AMA)

Customer Agreement

Our terms and conditions of service

By clicking the "I accept" or "Submit" or "Continue" or "Register" button(s) displayed as part of the ordering process, you agree to the following terms and conditions (the "Agreement") governing your use of Advanced Billing Solution, Inc's online service (the "Software Service"). If you are entering into this Agreement on behalf of a company or other legal entity, you represent that you have the authority to bind such entity to these terms and conditions, in which case the term "Customer" shall refer to such entity. If you do not have such authority, or if you do not agree with these terms and conditions, you must NOT click the "I accept" or "Submit" or "Continue" or "Register" button(s) and may not use the Software Service.

RECITALS

WHEREAS, Vendor is engaged in the development, marketing, selling, and support of software for the healthcare industry; and

WHEREAS, Customer is a practice management consultant, third-party medical billing company, medical practice, hospital, or other healthcare practice or organization.

WHEREAS, Vendor desires to provide Customer, and Customer desires to use, its online service, which includes one or more software applications and data encryption, transmission, access and storage upon the terms and conditions set forth in this Agreement.

NOW, THEREFORE, the parties hereto, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged and agree as follows:

AGREEMENT

1. Definitions

“Content” means data, materials, documentation, text, pictures, audio and visual information, and similar works of authorship contained or made available to Customer in the course of using the Software Service, and does not include Customer Data and the data of Customer’s clients.

"Clearinghouse Partners" means any third-party electronic clearinghouse service provider with which Vendor has a business relationship to provide and resell electronic connectivity to government and commercial insurance payers for standardized healthcare transactions, such as electronic claims processing, electronic remittance advice, and more.

“Customer Data” means any data, information or material provided or submitted by Customer, or Customer’s clients, to the Software Service in the course of using the Software Service.

“Data Conversion Fees” means any fees that Vendor charges Customer for the conversion of data into the Software Service.

“Electronic Clearinghouse Fees” means any fees that Vendor charges Customer for providing electronic clearinghouse services.

“End User License Agreement” means Vendor’s end user license agreement, which sets forth the obligations with which the users of the Software Service must comply, attached hereto as Exhibit E as may be modified by Advanced Billing Solutions, Inc. from time to time.

“Excess Data Storage Fees” means any fees that Vendor charges Customer for data storage space in excess of the monthly allowance provided to Customer.

“Intellectual Property Rights” means all inventions, unpatented inventions, patent applications, patents, design rights, copyrights, developments, trademarks, service marks, trade names, shop rights, licenses, domain name rights, mask work rights, know-how and other trade secret rights, and all other intellectual property rights, derivatives thereof, and forms of protection of a similar nature anywhere in the world.

“Advanced Billing Solutions, Inc. Technology” means all of Vendor’s proprietary technology (including software, hardware, products, processes, algorithms, user interfaces, know-how, techniques, designs, and other tangible or intangible technical material or information) made available to Customer by Vendor in providing the Software Service.

“Billing Provider” means any Provider that bills for their own services or the services of another provider that they supervise under their name and credentials.

"Rendering Provider" means any healthcare professional that provides billable services to patients whom is an employee, customer, or has an employment, contractor, or agent relationship with a customer, for which the Service organizes information and provides medical billing and practice management.

"Software Service" means one or more software applications and data encryption, transmission, access and storage, that are part of Vendor's online medical practice management, electronic billing, and other healthcare information technology services developed, operated, and maintained by Vendor, accessible via <http://www.automatedmedicalassistant.com> or another designated website or IP address, Internet-based software programs to which Customer is granted access under this Agreement, including the Automated Medical Assistant (AMA) Technology and the Content.

"Subscription Fees" means any fees that Vendor charges Customer for monthly licenses to access and use the Software Service.

"Training Fees" means any fees that Vendor charges Customer for providing training to Customers.

"User(s)" means Customer's employees, representatives, consultants, contractors, clients, or agents who are authorized to use the Software Service and have been supplied user identifications and passwords by Customer (or by Vendor at Customer's request).

"Vendor Trademark" means Vendor's trademarks that are valid, in existence and registered with U.S. Patent and Trademark Office.

"Vendor Materials" means all Software Services, (including all demonstration and other copies thereof), sample data, user materials, marketing materials, agreements and other documentation provided or made accessible by Vendor to Customer.

2. License Grant & Restrictions

2.1 License to Use Software Service

Vendor hereby grants to Customer a non-exclusive, non-transferable, worldwide right to use, and authorize the access and use of, the Software Service, during the term and to the extent expressly set forth and upon the terms and conditions herein only for the following uses: (i) Customer's own internal business purposes, which shall also include use by its subcontractors; and (ii) use by Customer's clients, for which Customer provides medical billing, collection, and other administrator support services. All rights not expressly granted to Customer are reserved by Vendor.

2.2 Restrictions

Customer shall not (a) license, sublicense, sell, resell, transfer, assign, distribute or otherwise commercially exploit or make available to any third party the Software Service except to an end user under the terms and conditions set forth in this section; (b) authorize the access and use of the Software Service to any Customer that has not agreed to be bound by the Vendor End User License Agreement then in effect; (c) use the Software for any purpose not expressly permitted herein; (d) decompile, disassemble, or otherwise reverse-engineer the Software Service; (e) send spam or otherwise duplicative or unsolicited messages in violation of applicable laws; (f) send or store infringing, obscene, threatening, libelous, or otherwise unlawful or tortuous material, including material harmful to children or violative of third party privacy rights; (g) send or store material containing software viruses, worms, Trojan horses or other harmful computer code, files, scripts, agents or programs; (h) interfere with or disrupt the integrity or performance of the Software Service or the data contained therein; or (i) attempt to gain unauthorized access to the Software Service or its related systems or networks.

2.3 Reservation of Rights

Vendor reserves all rights in the Software Service, the Vendor Trademark, and other Vendor materials and intellectual property rights not expressly granted herein.

3. Fees and Payment Terms

3.1 Fees

Customer agrees to pay to Vendor the fees described and in the amount set forth in Exhibit B (Pricing) of this Agreement. Notwithstanding anything to the contrary in the Agreement, all fees are subject to change by Vendor, with thirty (30) days written notice and in Vendor's sole discretion.

3.2 Invoices/Billing

Vendor shall charge Customer's credit card on a monthly basis for the following services: (a) Subscription Fees in advance for the current month for all Billing Providers in Customer's account; (b) Electronic Clearinghouse Fees, Patient Statement Mailing Fees, Paper Claim Mailing Fees, and Excess Data Storage fees for the prior month, as applicable; and (c) All Training, Data Conversion, Data Interface and other services that Customer elects to utilize.

3.3 Payment Terms

All monthly subscription fees are non-refundable, though subscriptions for subsequent months can be cancelled at any time by written notice sent registered mail to: Advanced Billing Solutions, Inc, 150 S.W. 12th Avenue, Suite 330, Pompano Beach, FL 33069.

3.4 Nonpayment and Suspension

In addition to any other rights granted to Vendor herein, Vendor reserves the right to suspend or terminate this Agreement and Customer's access to the Software Service if Customer's credit card is declined for any part of the balance due. Delinquent accounts are subject to interest of 1.5% per month on any outstanding balance, or the maximum permitted by law, and such interest shall begin to accrue after thirty (30) days from the billing date. Customer will be charged for Software Service during any period of suspension. In the event that Vendor does not receive full payment by Customer within thirty (30) days of the date a payment is due, such nonpayment by Customer shall constitute a material breach of this Agreement. If either party initiates termination of this Agreement, Customer will be obligated to pay the balance due on its account computed in accordance with the terms of this Agreement.

3.5 Billing

Customer agrees to provide Vendor with complete and accurate billing and contact information. This information includes Customer's legal company name, street address, e-mail address, and name and telephone number of an authorized billing contact. Customer agrees to promptly update this information, but in no event later than five (5) days, of any change to it. If Customer believes that its bill is incorrect, Customer must contact Vendor in writing within thirty (30) days of the invoice date of the invoice containing the amount in question to be eligible to receive an adjustment or credit. Customer agrees not to withhold payment on any invoice while Vendor reviews its request for an adjustment or credit. In the event that Vendor issues an adjustment or credit that exceeds the current balance on Customer's account, then Vendor agrees to refund the difference to Customer within thirty (30) days.

3.6 Electronic Payments

Customer agrees to provide Vendor with updated credit card or ACH information and expressly authorizes Vendor to charge Customer's credit card or ACH information each month for an amount equal to Customer's current balance. In the event that either a) Customer's credit card or ACH information changes, b) Customer's credit card or ACH information becomes expired, or c) Customer is notified by Vendor of an unsuccessful attempt by Vendor to charge Customer's credit card or ACH information for Customer's monthly invoice total, then Customer agrees to update its account with valid credit card or ACH information as soon as possible, but in no event later than five (5) days. If, at any time, Customer revokes credit card or ACH authorization, then such revocation shall be considered a material breach of this Agreement.

3.5 Taxes

Vendor's fees are exclusive of all taxes, levies, or duties imposed by taxing authorities, and Customer shall be responsible for payment of all such taxes, levies, or duties, excluding only United States (federal or state) taxes based solely on Vendor's income.

4. Customer's Obligations

4.1 Customer Responsibilities

Customer is responsible for all activity occurring under its accounts and shall abide by all applicable local, state, national and foreign laws, treaties and regulations in connection with its use of the Software Service, including those related to data privacy, international communications and the transmission of technical or personal data. Customer shall: (i) notify Vendor immediately of any unauthorized use of any password or account or any other known breach of security; (ii) restrict access and use of the Software Service by unauthorized users; and (iii) not impersonate another Vendor user or provide false identity information to gain access to or use the Software Service.

4.2 Customer Data

Customer shall have sole responsibility for the accuracy, quality, integrity, legality, reliability, appropriateness, and intellectual property ownership of all Customer Data and Vendor shall not be responsible or liable for the deletion, correction, destruction, damage, loss or failure to store any Customer Data.

5. Vendor's Obligations

5.1 End User Training and Support by Vendor

In the event that any Customer elects to receive support services related to the Software Service from Vendor by requesting such services in an order, then Vendor agrees to provide end user support to Customer upon the terms set forth in Exhibit B (Pricing) of this Agreement.

5.2 Maintenance

During the term of the Agreement, Vendor shall provide to Customer the same software updates, patch releases and new versions of the software that it makes generally available to its other customers. If

Vendor modifies the Software Services for its customers generally, then Vendor reserves the right to modify the Software Services provided hereunder; provided, however, that if such modifications are substantive in nature so as to materially alter the benefits derived by Customer, then Customer shall have the right to terminate its subscriptions hereunder with respect to such affected application or Software Service by written notice to Vendor.

5.3 Service Level Agreement

As set forth in Exhibit C (Service Level Agreement) to this Agreement, Vendor's Service Level Agreement sets forth standards for the resolution of problems reported to Vendor's customer support help desk, as well as Service Level Credits awarded to Customer in the event that Vendor does not comply with these standards. In no event shall the cumulative total amount of the Service Credits for all Service Levels issued to Customer in any month exceed the monthly recurring charges invoiced to Customer for that month.

5.5 Customer Data

In the event that a) Customer terminates this Agreement, b) Customer has paid the outstanding balance on its account, and c) Customer provides written request to Vendor within ten (10) days of termination, then Vendor will make available to Customer a file containing a computer-readable representation of Customer's data within forty five (45) days of Customer's request. These data will include patient demographics and charge data uploaded by Customer to the Software Service, and will be provided by Vendor to Customer in a format that can be reasonably used by a competent third-party software company or information technology consultant. The charge for this service is discussed in Exhibit B (Pricing).

6. Confidentiality; Proprietary Rights and Information

6.1 Confidential Information

6.1.1 Vendor's Confidential Information

Vendor's Confidential Information includes without limitation any confidential and/or proprietary information concerning inventions, trade secrets, know-how, methods, processes, techniques, technologies, other technical, business and operational information, and information embodied in all related Intellectual Property Rights, in and to the Automated Medical Assistant (AMA), the Software Service, any modifications, updates, copies, customizations, derivative works, augmentations, or translations thereto, and any suggestions, ideas, enhancement requests, feedback, recommendations or other information provided by Customer or any other party relating to the Software Service.

6.1.2 Customer's Confidential Information

Customer's Confidential Information includes without limitation any confidential and/or proprietary information concerning Customer Data, inventions, trade secrets, know-how, methods, processes, techniques, technologies, other technical, business and operational information. Customer's Confidential Information does not include any suggestions, ideas, enhancements requests, feedback, recommendations or other information provided to Vendor related to the Software Service.

6.1.3 Confidentiality Obligations

The parties acknowledge that in connection with the matters governed by this Agreement, they may receive, obtain, or have access to Confidential Information of each other. Except as otherwise provided herein, Confidential Information shall remain the exclusive property of the disclosing party, and neither party may use or disclose any Confidential Information of the other party to any third party. The parties agree to instruct their employees to keep confidential all Confidential Information. The parties agree that the following information is not Confidential Information within the meaning of this Agreement: 1) information that is or becomes part of the public domain through no act or omission of the receiving party, its employees, agents successors or assigns; 2) information that was lawfully disclosed to the receiving party by a third party having the right to disclose it; 3) information that was independently developed by the receiving party without use of or reference or reliance on the Confidential Information. 4) in the Party's possession prior to disclosure hereunder; 5) disclosed by the Party pursuant to a written permission from the other Party to disclose (subject to any restrictions therein); or 6) required to be disclosed in a judicial or administrative proceeding, or as otherwise required to be disclosed by law.

6.2 Confidentiality of Patient Records

The parties agree to be bound by the terms of the HIPAA Business Associates Agreement attached hereto as Exhibit F. Furthermore, Vendor shall only disclose to and/or allow any entity or person to have access to Customer and its Client's Protected Health Information, as defined in Exhibit F, who has a need to know such information for the purposes of fulfilling the obligations of this Agreement and has signed a copy of the attached Exhibit F. This requirement applies to Vendor and any and all of Vendor's officers, employees, affiliates, agents, third party vendors, subcontractors and all others; including, but not limited to, back up sites, and all other vendors and suppliers of Vendor who potentially have access to confidential patient information or other protected health information as defined in the HIPAA business associates agreement attached.

6.3 Vendor Ownership

Vendor owns all worldwide right, title and interest, including all related Intellectual Property Rights, in and to the Automated Medical Assistant (AMA), name and logo, in and to the product name, in and to

the Automated Medical Assistant (AMA) Technology, the Software Service, any modifications, updates, copies, customizations, derivative works, augmentations, or translations thereto, and any suggestions, ideas, enhancement requests, feedback, recommendations or other information provided by Customer or any other party relating to the Software Service. This Agreement is not a sale and does not convey to Customer any rights of ownership in or related to the Software Service, the Automated Medical Assistant Technology or the Intellectual Property Rights owned by Vendor.

7. Term and Termination

7.1 Term

The term of this Agreement shall commence on the Effective Date and shall extend for an initial period of one (1) month. Thereafter, the Agreement is automatically renewed for successive one (1) month terms, unless either party terminates this agreement prior to the end of the initial, or each renewal term. The initial term and any renewal term will be collectively referred to as the “term” of the Agreement.

7.2 Termination for Cause

Either party may terminate if the other party materially breaches any provision of the Agreement, and such breach is not cured within thirty (30) days after demand for cure is made in writing. The parties also acknowledge that failure of Customer to make payments for invoiced amounts within thirty (30) days from the payment due date on any invoice shall be considered a material breach of this Agreement. Vendor may terminate the Agreement immediately if Vendor becomes aware of any unlawful use of the Software Service or any application; provided, the parties agree Vendor has no duty to monitor such unlawful use.

7.3 Effect of Termination

Upon expiration or termination of the Agreement, all rights granted to Customer relating to the Software Service shall terminate and revert automatically to Vendor. Within (30) days after the termination of this Agreement, each party shall return the other party’s Confidential Information.

8. Representations, Warranties, and Disclaimers

8.1 Mutual Warranties

Each party hereby represents and warrants to the other that (i) such party has the right, power and authority to enter into this Agreement, grant the licenses granted herein, and to fully perform all its

obligations hereunder; and (ii) the making of this Agreement does not violate any agreement existing between such party and any third party.

8.2 Customer Warranty

Customer represents and warrants that it (i) shall take reasonable commercial steps to have all of its users, employees, agents and independent contractors comply with this Agreement; (ii) will use and permit use of the Software Service only in accordance with the terms and conditions of this Agreement; (iv) shall authorize the access and use of the Software Service only to User's that have agreed to be bound by the End User License Agreement then in effect; and (v) will comply with all applicable laws, regulations, and ordinances in its marketing, distribution, and use of the Software Service.

8.3 Vendor Warranty

Vendor represents and warrants that it (i) shall take reasonable commercial steps to have all of its users, employees, agents and independent contractors comply with this Agreement; (ii) it will provide the Software Service in a manner consistent with available documentation and that the Software Service will perform substantially in accordance with its intended purpose under normal use and circumstance; and (iii) the Software Service and related services and materials provided hereunder do not to the knowledge of Vendor management contain any viruses or disabling code.

8.4 Disclaimer of Vendor Warranties

EXCEPT AS SET FORTH IN SECTION 8.3 (VENDOR WARRANTY) OF THIS AGREEMENT, VENDOR DOES NOT WARRANT OR REPRESENT, AND SPECIFICALLY DISCLAIMS ANY REPRESENTATION OR WARRANTIES REGARDING THE QUALITY, RELIABILITY, TIMELINESS OR SECURITY OF THE SOFTWARE SERVICE SHALL MEET CUSTOMER'S REQUIREMENTS OR THAT CUSTOMER'S USE OF THE SOFTWARE SERVICE SHALL BE UNINTERRUPTED OR ERROR-FREE OR IMMUNE FROM FRAUDULENT INTRUSION AND/OR UNAUTHORIZED USE OR DISCLOSURE. VENDOR ASSUMES NO RESPONSIBILITY FOR ASSURING THE PROPER AND LAWFUL USE OF THE SOFTWARE SERVICE BY CUSTOMER. VENDOR MAKES NO WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE IN CONNECTION WITH THE SOFTWARE SERVICE, AND ANY SUCH WARRANTIES ARE DISCLAIMED.

EXCEPT AS SET FORTH IN SECTION 8.3 (VENDOR WARRANTY) OF THIS AGREEMENT, VENDOR ASSUMES NO RESPONSIBILITY OR LIABILITY FOR THE DELETION OR FAILURE TO STORE, OR TO STORE PROPERLY, DELIVERY, FAILURE TO DELIVER OR TIMELY DELIVERY OF CUSTOMER DATA. CUSTOMER ASSUMES THE ENTIRE RISK IN DOWNLOADING OR OTHERWISE ACCESSING ANY DATA, FILES OR OTHER MATERIALS

OBTAINED FROM THIRD PARTIES AS A PART OF THE SERVICES.

VENDOR'S SOFTWARE SERVICE MAY BE SUBJECT TO LIMITATIONS, DELAYS, AND OTHER PROBLEMS INHERENT IN THE USE OF THE INTERNET AND ELECTRONIC COMMUNICATIONS. VENDOR IS NOT RESPONSIBLE FOR ANY DELAYS, DELIVERY FAILURES, OR OTHER DAMAGE RESULTING FROM SUCH PROBLEMS, INCLUDING, WITHOUT LIMITATION, LOSS OF DATA.

EXCEPT AS SET FORTH IN SECTION 8.3 (VENDOR WARRANTY) OF THIS AGREEMENT HEREOF, VENDOR DOES NOT GUARANTEE THAT THE SOFTWARE SUPPORT SHALL IN ALL CASES MEET CUSTOMER'S REQUIREMENTS, AND VENDOR LIKEWISE DISCLAIMS ANY WARRANTY THAT THE SOFTWARE SUPPORT SHALL SUCCESSFULLY ACCOMPLISH THE SPECIFIC OBJECTIVES DESIRED BY THE CUSTOMER.

THE SOFTWARE SERVICE IS NOT FAULT TOLERANT AND IS NOT DESIGNED OR INTENDED FOR USE IN HAZARDOUS ENVIRONMENTS REQUIRING FAIL-SAFE PERFORMANCE, INCLUDING WITHOUT LIMITATION, IN THE OPERATION OF NUCLEAR FACILITIES, AIRCRAFT NAVIGATION OR COMMUNICATION SYSTEMS, AIR TRAFFIC CONTROL, WEAPONS SYSTEMS, DIRECT LIFE-SUPPORT MACHINES, OR ANY OTHER APPLICATION IN WHICH THE FAILURE OF THE SERVICE COULD LEAD DIRECTLY TO DEATH, PERSONAL INJURY, OR SEVERE PHYSICAL OR PROPERTY DAMAGE (COLLECTIVELY, "HIGH RISK ACTIVITIES"). VENDOR EXPRESSLY DISCLAIMS ANY EXPRESS OR IMPLIED WARRANTY OF FITNESS FOR HIGH RISK ACTIVITIES.

9. Indemnification

9.1 Vendor Indemnification

9.2 Customer Indemnification

Customer shall indemnify, defend, and hold harmless Vendor, its suppliers, licensors and affiliates and the directors, officers, employees and agents of the foregoing with respect to any and all claims, demands, damages, costs and expenses, including reasonable attorneys' fees and litigation expenses, arising out of or as a result of Customer's breach of the representations, warranties, obligations, covenants or agreements herein, or from legal proceedings threatened or instituted against Vendor, its suppliers, licensors and affiliates, or the directors, officers, employees and agents of the foregoing, as a result of any claims by third persons or entities against any of them arising from: (i) any claim, brought against Vendor by any third party, which claim arises out of Customer's use, of the Software Services, (ii) any breach by Customer of Sections 2.1 or 2.1 of this Agreement, or (iii) any unauthorized use or distribution or re-distribution of the Software Services provided or delivered by Vendor in connection with this Agreement.

10. Limitations of Liability

NOTWITHSTANDING ANY PROVISION IN THIS AGREEMENT, ANY PURCHASE ORDER OR ANY DOCUMENT RELATED TO THIS AGREEMENT TO THE CONTRARY: (i) VENDOR (OR ITS AFFILIATES) SHALL NOT BE LIABLE FOR CONSEQUENTIAL, EXEMPLARY, SPECIAL, INDIRECT, INCIDENTAL OR PUNITIVE DAMAGES, FOR LOST PROFITS, FOR THE PROCUREMENT OF SUBSTITUTE SERVICES OR FOR LOSS OF DATA, GOODWILL OR ANY OTHER DAMAGE TO INTANGIBLE PERSONAL PROPERTY, WHETHER INCURRED OR SUFFERED AS A RESULT OF UNAVAILABILITY OF THE SOFTWARE SERVICE OR OTHERWISE OR, WHETHER ARISING IN TORT (INCLUDING NEGLIGENCE), CONTRACT OR ANY OTHER LEGAL THEORY, EVEN IF VENDOR OR ITS AFFILIATES HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES; AND (ii) , IN NO EVENT SHALL VENDOR'S AGGREGATE LIABILITY HEREUNDER, FOR ANY CAUSE ARISING OUT OF OR RELATED TO VENDOR'S PERFORMANCE OR NON-PERFORMANCE UNDER THIS AGREEMENT, OR OTHERWISE, EXCEED THE AMOUNT OF THE FEES PAID OR PAYABLE HEREUNDER TO VENDOR IN THE TWO MONTHS (2) PERIOD PRIOR TO THE TIME IN WHICH THE DIRECT DAMAGES ARE INCURRED. THIS LIMITATION SHALL APPLY TO ALL CAUSES OF ACTION OR CLAIMS IN THE AGGREGATE, INCLUDING WITHOUT LIMITATION, BREACH OF CONTRACT, BREACH OF WARRANTY, NEGLIGENCE, STRICT LIABILITY, MISREPRESENTATION AND OTHER TORTS. THIS LIMITATION SHALL APPLY NOTWITHSTANDING ANY FAILURE OF ESSENTIAL PURPOSE OF ANY LIMITED REMEDY.

11. Export Controls and Restriction Rights

THIS AGREEMENT IS EXPRESSLY MADE SUBJECT TO ANY LAWS, REGULATIONS, ORDERS, OR OTHER RESTRICTIONS ON THE EXPORT FROM THE UNITED STATES OF AMERICA OF THE SERVICE, CONTENT, AUTOMATED MEDICAL ASSISTANT TECHNOLOGY OR INFORMATION ABOUT SUCH SERVICE, WHICH MAY BE IMPOSED FROM TIME TO TIME BY THE GOVERNMENT OF THE UNITED STATES OF AMERICA. CUSTOMER SHALL NOT EXPORT THE SERVICE INCLUDING, WITHOUT LIMITATION, CONTENT, AUTOMATED MEDICAL ASSISTANT TECHNOLOGY AND INFORMATION ABOUT THE SERVICE WITHOUT THE WRITTEN CONSENT OF ADVANCED BILLING SOLUTIONS, INC. AND COMPLIANCE WITH SUCH LAWS, REGULATIONS, ORDERS OR OTHER RESTRICTIONS.

The Services are a commercial product, developed at private expense, and provided with restricted rights. Use, reproduction, release, modification or disclosure of the Services, or any part thereof, including technical data, by the Government is restricted in accordance with Federal Acquisition Regulation ("FAR") 12.212 for civilian agencies and Defense ("DFARS") 227.7202 for military agencies.

12. Miscellaneous

12.1 Entire Agreement

This Agreement and all attachments (which collectively are considered the “Agreement”) comprises the entire agreement between the parties and supersedes all prior or contemporaneous negotiations, discussions or agreements, whether written or oral, between the parties regarding the subject matter contained herein. If any provision of this Agreement is held by a court of competent jurisdiction to be invalid or unenforceable, then such provision(s) shall be construed, as nearly as possible, to reflect the intentions of the invalid or unenforceable provision(s), with all other provisions remaining in full force and effect. Except for Vendor’s reservation of its right, as provided in this Agreement, to modify certain terms and conditions of this Agreement, any amendment, change or modification shall be in writing and signed by both parties.

12.2 Notice

Vendor may give notice by means of a general notice on the Software Service, electronic mail to Customer’s e-mail address on record in Vendor’s account information, or by written communication sent by first class mail or pre-paid post to your address on record in Vendor’s account information. Such notice shall be deemed to have been given upon the expiration of 48 hours after mailing or posting (if sent by first class mail or pre-paid post) or 12 hours after sending (if sent by email). Customer may give notice to Vendor (such notice shall be deemed given when received by Vendor) at any time by any of the following: letter sent by confirmed facsimile to Vendor at the following fax number: (954) 783-5176; letter delivered by nationally recognized overnight delivery service or first class postage prepaid mail to Vendor at the following address: Advanced Billing Solutions, Inc. Inc, 150 S.W. 12th Avenue, Suite 330, Pompano Beach, FL 33069. Either party may change their contact information provided that they give written notice to the other party stating the new information.

12.3 Governing Law; Dispute Resolutions

Any dispute, controversy or claim arising out of or relating to this Agreement, or the breach thereof, shall be submitted by either or both parties within thirty (30) days after such dispute, controversy or claim arises to a senior executive of each party, which executives shall meet with one another in person and endeavor through their good faith efforts to find an amicable settlement of such dispute, controversy or claim within sixty (60) days of submission of the matter to them. All reasonable legal fees and court costs required to settle any or resolve any such matters will be awarded to the prevailing party.

12.4 Assignments

Customer may not assign this Agreement or any right or obligation hereunder, directly, indirectly, by operation of law or otherwise, without Vendor’s prior written consent, and any attempt to do so will be void and of no force or effect. Any change of control of Customer will be considered an assignment.

This Agreement is freely assignable and/or transferable by Vendor without the consent of Customer. This Agreement will be binding upon and inure to the benefit of the permitted successors and assigns of each party.

12.5 No Waiver

The failure of Vendor to enforce any right or provision in this Agreement shall not constitute a waiver of such right or provision unless acknowledged and agreed to by Vendor in writing.

12.6 Relationship of the Parties

No joint venture, partnership, employment, or agency relationship exists between Customer and Vendor as a result of this Agreement or use of the Software Service.

12.7 Marketing

The parties agree that Vendor has the right to use Customer's name as a Vendor customer, as well as any testimonials, in Vendor's promotional, advertising and marketing materials and campaigns.

12.8 Non-solicitation of Employees

Customer agrees during the term of this agreement, and for ten (10) years thereafter, not to solicit for hire or hire as a consultant, employee, or otherwise any current or former employee or contractor of Vendor who had involvement with the performance of the agreement.

12.9 Force Majeure

Vendor shall not be responsible for any delays, errors, failures to perform, interruptions or disruptions in the Services for the time and to the extent such failure or delay is due to causes beyond its reasonable control, including, but not limited to, any act of God, labor dispute or disturbance, material shortage or rationing, fire, storm, tornado, tidal wave, vandalism, riot, explosion, power outage, earthquake, flood, civil disturbance, sabotage, act of war, act of terrorism, governmental action or regulation, communication or utility failure or casualty caused by any acts of God, strikes, lockouts, riots, acts of war, changes in law or regulations, fire, flood, earthquake, or storm (collectively "Force Majeure Items").

12.10 Survival

The provisions of Sections 2.3, 3, 6, 7, 12.8, and any payment obligations of either party shall survive the expiration or termination of this Agreement for any reason. All other rights and obligations of the parties shall cease upon termination of this Agreement.

**EXHIBIT A - ADVANCED BILLING SOLUTIONS, INC.
SERVICES**

EXHIBIT B - PRICING

1. Subscription Fees

Vendor's subscription fees include the monthly license to use the Software Services. Vendor charges a monthly subscription fee per Billing Provider associated with Customer's account. Vendor's subscription fees are as follows:

1.1 Basic Subscription

The basic subscription includes full, unlimited use of the entire application.

Price: \$19.95 per month per Billing Provider

1.5 Managing Subscriptions

Vendor shall charge a monthly subscription fee based upon the number of active Billing Providers associated with Customer's account. Upon registration, Customer is set up with one billing provider – at a fee of \$19.95 per month. Customer is responsible for adding and/or removing Providers from its account prior to their billing date each month for the Subscription Editions in that month. Vendor does not issue credits for partial months for Provider records removed (or marked inactive). To remove or inactivate a billing provider, Customer must contact Vendor, in writing, prior to the next billing date.

2. Support Fees

Vendor will provide technical support and training for the first 30 days at no charge. If elected by a Customer, Vendor will provide to Customer with ongoing support for the Software Service via email messages to Vendor. Customer shall be responsible for payment to Vendor for any Support Services under any of the following and at the following rates:

2.1 Premium Email Support

Under this support package, Vendor shall provide Customer with email support services during Normal Business Hours with a target response time of two (2) business days.

Price: \$29 per case

2.5 Scheduled Phone Support

Vendor shall provide scheduled telephone support to Customer on a per-incident basis in one hour blocks of time. Customer may request scheduled phone support with one business day advance notice to Vendor, and Vendor shall make every commercially reasonable effort to provide such scheduled phone support to Customer during Normal Business Hours.

Price: \$150 per hour, billed in ten minute increments

2.6 Other Terms

For the purposes of this section, a “Case” is defined as any request by Customer for software support services other than i) a software flaw verified by Vendor, or ii) a request for any other professional services such as data import, data interface, training, encounter forms, or any other services subject to other fees.

Business Hours are the hours of 9:00 am through 5:00 pm, Eastern Standard Time Time, Monday through Friday, except holidays. Notwithstanding anything to the contrary in the Agreement, all rates for Support Services are subject to change by Vendor, without notice and in Vendor’s sole discretion.

3. Training Fees

If requested by Customer, then Vendor agrees to provide additional training upon pricing as follows.

3.1 Self-Paced Training Videos

Vendor shall make available one or more self-paced training videos.

Price: No charge

3.2 Private Training

Vendor shall offer private, one-on-one training to Customer.

Price: \$150.00 per hour for web-based training, or \$1,500.00 per day plus travel expenses for onsite training

6. Miscellaneous Fees

6.1 Custom Form Fees

If elected by Customer, Vendor agrees to provide programming services to create custom forms and reports that may be printed directly from the Software Service upon the following pricing:

Price: \$250 per form for modifications to existing forms, \$1,500 per form for new custom forms, or \$150 per hour, whichever is less.

6.3 Excess Data Storage Fees

The maximum disk storage space provided to Customer at no additional charge is equal to 1 GB per billing provider. If the amount of disk storage required exceeds the maximum disk storage space, Customer will be charged the amount set forth immediately following this paragraph. Vendor will use reasonable efforts to notify Customer when the average storage used per provider reaches approximately 90% of the maximum (additionally Vendor shall automate notification and reporting related to such storage usage); however, any failure by Vendor to so notify Customer shall not affect Customer's responsibility for such additional storage charges.

Price: \$15.00 per month for each 100 MB in additional storage space

7. Electronic Clearinghouse Fees

If elected by a Customer, Vendor will provide electronic clearinghouse services through a reseller relationship with Vendor's Clearinghouse Partners upon the following terms.

7.1 Electronic Claims Submission

Electronic claims submission service includes sending electronic claims in Print Image format to Vendor's Clearinghouse Partner. Vendor shall charge Customer a fee for each electronic claim transaction as follows:

Price: \$0.22 per claim

7.3 Paper Claims Mailing Services

Paper claims mailing services includes sending batches of paper claims to Vendor's Clearinghouse Partners for printing and mailing (postage is included). Customer will be charged at the following rates:

Price: \$0.44 per paper claim

EXHIBIT C - SERVICE LEVEL AGREEMENT

1. Scheduled Maintenance Windows

Vendor may temporarily shut down the service for scheduled maintenance, which may include such activities as installing new versions of the service, upgrading hardware infrastructure, or any other maintenance as necessary. Vendor intends to perform scheduled maintenance, when necessary, between the hours of 5 PM Eastern Standard Time on Fridays and 9 AM Eastern Standard Time on Mondays. Vendor shall make reasonable efforts to notify Customer at least twenty-four (24) hours prior to any scheduled maintenance.

EXHIBIT E - END USER LICENSE AGREEMENT

By clicking the "I accept" or "Submit" or "Continue" or "Register" button(s) displayed as part of the ordering process, you agree to the following terms and conditions (the "Agreement") governing your use of Advanced Billing Solution, Inc's online service (the "Software Service").

This End-User License Agreement ("Agreement") is a binding legal contract between you (either an individual or a legal entity) and Advanced Billing Solutions, Inc., (collectively "Advanced Billing Solutions, Inc.").

By signing this Agreement you will be bound by the terms of this Agreement. You agree to comply with this Agreement and to cause all of your employees who have use of or access to the Service (as hereinafter defined) to be bound by this Agreement. If you do not agree to the terms of this Agreement, Advanced Billing Solutions, Inc. is not willing to license any right to use or access any Service to you. In such event, you may not download, install, access, use or copy any Service.

As used in this Agreement, the term "Service" means any Advanced Billing Solutions, Inc. software or services rightfully provided, or rightfully made available, to you by an Advanced Billing Solutions, Inc. authorized customer ("Subscriber") under the terms of a valid Customer Agreement between Advanced Billing Solutions, Inc. and Subscriber ("Customer Agreement"), including any or all associated web sites, media, printed materials and any "on-line" or electronic documentation.

SERVICE ACCESS AND USE LICENSE

The Service is licensed to you, not sold. Except for the limited license granted in this Agreement, Advanced Billing Solutions, Inc. and its licensors retain all right, title and interest in the Service, including any updates, modifications, enhancements, or otherwise therefore, all copies thereof, and all proprietary rights in the Service, including copyrights, patents, trademarks and trade secret rights.

1. GRANT OF LICENSE

This Agreement grants you the following rights:

1.1 Hosted Service. During the term of this Agreement, Advanced Billing Solutions, Inc. grants you a

personal, nontransferable, nonexclusive and nonassignable license to access and use via the Internet the portion of the Service that is hosted by Advanced Billing Solutions, Inc. or its subcontractors.

1.2 Local Service. During the term of this Agreement, Advanced Billing Solutions, Inc. grants you a personal, nontransferable, nonexclusive and nonassignable license to use the portion of the Service that is expressly provided or made available to you for the purpose of local installation and operation.

1.3 Enhancements. Advanced Billing Solutions, Inc. reserves the right to upgrade, enhance, change or modify the Service at any time in its sole discretion (“Enhancements”). Any Enhancements made available to you by Advanced Billing Solutions, Inc., if any, will be subject to the terms of this Agreement, except to the extent that conflicting or more restrictive provisions are agreed upon in future agreements relating to such Enhancements.

1.4 Term. This Agreement shall commence on the date this Agreement is executed by you and shall continue until the earlier of (i) the termination of this Agreement, or (ii) the expiration or termination of the Customer Agreement.

2. LIMITATIONS ON LICENSE

The license granted to you in this Agreement is restricted as follows:

2.1 Limitations on Copying and Distribution. You may not copy or distribute the Service in any form whatsoever.

2.2 Limitations on Reverse Engineering and Modification. You may not reverse engineer, decompile, disassemble, modify or create works derivative of the Service. You may not alter or modify any disabling mechanism which may be resident in the Service.

2.3 Sublicense, Rental and Third Party Use. You may not assign, sublicense, rent, timeshare, loan, lease or otherwise transfer the Service, or directly or indirectly permit any third party to use or copy the Service. You will keep any passwords associated with the use of the Service in strict confidence, and will not share such passwords with any third party.

3. DISABLING MECHANISM

YOU ACKNOWLEDGE AND AGREE THAT THE SERVICE MAY HAVE A MECHANISM WHEREBY ADVANCED BILLING SOLUTIONS, INC. CAN DISABLE THE SERVICE. YOU AGREE THAT ADVANCED BILLING SOLUTIONS, INC. MAY USE ANY SUCH MECHANISM

IN THE EVENT OF YOUR BREACH OF THIS AGREEMENT, OR A BREACH OF YOUR SUBSCRIBER'S CUSTOMER AGREEMENT.

4. TERMINATION

4.1 Breach of Agreement. Without prejudice to any other rights, Advanced Billing Solutions, Inc. may immediately and without notice terminate this Agreement and all rights granted hereunder if you fail to comply with any of the terms and conditions of this Agreement.

4.2 Infringement Claims. In the event of a claim of intellectual property infringement by any third party relating to the Service ("Infringement Claims"), Advanced Billing Solutions, Inc. reserves the right to immediately terminate this Agreement and the rights granted hereunder.

4.3 Unlawful Use. Advanced Billing Solutions, Inc. may terminate the Agreement immediately if Advanced Billing Solutions, Inc. becomes aware of or suspects any unlawful use of the Services; provided, the parties agree Advanced Billing Solutions, Inc. has no duty to monitor for such unlawful use.

4.4 Termination of Subscription Agreement. In the event of any termination or expiration of your Subscriber's Customer Agreement, Advanced Billing Solutions, Inc. may terminate this Agreement and the rights granted hereunder, with or without cause, in its sole discretion.

4.5 Licensee's Termination Obligations. In the event of any expiration or termination of this Agreement for any reason, you must remove all copies of the Service and all of its components from all of your systems, and destroy all such Service, components and copies, along with all related media and documentation.

5. EXPORT

You may not export the Service without the prior written approval of Advanced Billing Solutions, Inc.. If the Service was purchased in the United States, you agree to comply with all applicable United States laws and regulations pertaining to export controls. If the Service was purchased outside the United States, you may not re-export the Service except as permitted by the laws of the United States and the laws of the jurisdiction in which you purchased the Service.

6. U.S. GOVERNMENT RESTRICTED RIGHTS

The Services are a commercial product, developed at private expense, and provided with restricted

rights. Use, reproduction, release, modification or disclosure of the Services, or any part thereof, including technical data, by the Government is restricted in accordance with Federal Acquisition Regulation (“FAR”) 12.212 for civilian agencies and Defense (“DFARS”) 227.7202 for military agencies..

7. ACCEPTABLE USE POLICY.

You agree to adhere to Advanced Billing Solution, Inc’s acceptable use policy regarding use of the Service, (“Acceptable Use Policy”), including without limitation, any additional terms and conditions with respect to the Service as may appear in said Acceptable Use Policy. You acknowledge that, from time to time, Advanced Billing Solutions, Inc. may publish a revised Acceptable Use Policy. You agree that your continued use of the Service after such publication shall be deemed acceptance of such revised Acceptable Use Policy.

YOU FURTHER AGREE TO COMPLY WITH ANY AND ALL REVISIONS AND EXTENSIONS TO THE ADVANCED BILLING SOLUTIONS, INC. ACCEPTABLE USE POLICY, AS SUCH REVISIONS AND EXTENSIONS MAY BE POSTED AT [HTTP://WWW.AUTOMATEDMEDICALASSISTANT.COM](http://www.automatedmedicalassistant.com) AND AGREE TO REVIEW SUCH PAGE FROM TIME TO TIME FOR SUCH UPDATES.

8. THIRD PARTY CONTENT

Any opinions, advice, statements, services, offers, or other information that is part of the content accessible via the Service that is expressed or made available by third parties are those of the respective authors or distributors and not of Advanced Billing Solutions, Inc.. It is your responsibility to evaluate the information, opinions, advice or other Content available through the Web Site, whether listed or provided by third parties or by Advanced Billing Solutions, Inc.. ADVANCED BILLING SOLUTIONS, INC. ASSUMES NO RESPONSIBILITY AND MAKES NO REPRESENTATIONS, WARRANTIES, RECOMMENDATIONS, ENDORSEMENTS OR APPROVALS WITH REGARD TO THIRD PARTY INFORMATION.

9. NO WARRANTIES

THE SERVICES ARE PROVIDED ON AN “AS AVAILABLE,” “AS IS” BASIS. TO THE MAXIMUM EXTENT PERMITTED BY LAW, ADVANCED BILLING SOLUTIONS, INC. AND ITS LICENSORS DISCLAIM ALL WARRANTIES WITH RESPECT TO THE SERVICES, INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OF NON-INFRINGEMENT, TITLE, MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. ADVANCED BILLING SOLUTIONS, INC. DOES NOT WARRANT THAT THE SERVICES WILL MEET YOUR REQUIREMENTS, OR THAT THE OPERATION OF THE SERVICES WILL BE UNINTERRUPTED OR ERROR-FREE, OR THAT DEFECTS IN THE SERVICES OR RELATED

DOCUMENTATION WILL BE CORRECTED. ADVANCED BILLING SOLUTIONS, INC. MAKES NO REPRESENTATION OF ANY KIND, EXPRESS OR IMPLIED, AS TO THE OPERATION OR RELIABILITY OF THE SERVICES, THE ACCURACY OR COMPLETENESS OF ANY INFORMATION ACCESSIBLE VIA THE SERVICES, OR THE AVAILABILITY, QUALITY OR SAFETY OF ANY PRODUCTS OR SERVICES AVAILABLE THROUGH THE SERVICES. FURTHER, ADVANCED BILLING SOLUTIONS, INC. DOES NOT WARRANT THAT THE SERVICES, OR THE CONTENT AVAILABLE THROUGH THE SERVICES ARE FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS. NO ORAL OR WRITTEN INFORMATION OR ADVICE GIVEN BY ADVANCED BILLING SOLUTIONS, INC. OR SUBSCRIBER SHALL CREATE AN ADVANCED BILLING SOLUTIONS, INC. WARRANTY OR IN ANY WAY INCREASE THE SCOPE OF THIS WARRANTY.

10. NO LIABILITY FOR CONSEQUENTIAL DAMAGES

TO THE MAXIMUM EXTENT PERMITTED BY LAW, IN NO EVENT SHALL ADVANCED BILLING SOLUTIONS, INC. OR ITS SUPPLIERS BE LIABLE FOR ANY DAMAGES WHATSOEVER (INCLUDING WITHOUT LIMITATION, SPECIAL, INCIDENTAL, CONSEQUENTIAL OR INDIRECT DAMAGES, WHICH SHALL INCLUDE, WITHOUT LIMITATION, DAMAGES FOR PERSONAL INJURY, LOST PROFITS, LOST DATA AND BUSINESS INTERRUPTION) ARISING OUT OF THE USE OR INABILITY TO USE THE SERVICES, EVEN IF ADVANCED BILLING SOLUTIONS, INC. HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. IN ANY CASE, ADVANCED BILLING SOLUTION, INC.'S ENTIRE LIABILITY UNDER THIS AGREEMENT SHALL BE LIMITED TO THE INITIAL FEE PAID BY YOU FOR THE SERVICE.

11. INDEMNITY

You agree to indemnify, defend and hold harmless Advanced Billing Solutions, Inc. and its officers, directors, shareholders, agents and affiliates harmless from and against any and all third party claims of any kind (along with attorney's fees and litigation costs) arising out of, resulting from, or in connection with your breach of this Agreement or your use or misuse of the Services, including but not limited to, any allegation that the Customer Data used in any the Service (i) in any way violates any local, state or federal law; is libelous or defamatory; (ii) violates the right of privacy of persons or other state or federal rights; (iii) constitutes a trade secret; or (iv) infringes any copyright, trademark, patent rights, or other intellectual property rights of a third party.

12. GOVERNING LAW

This Agreement is governed by and construed in accordance with the laws of the State of Florida, U.S.A as applied to agreements entered into and wholly performed within Florida between Florida residents. This Agreement shall not be governed by the U.N. Convention on Contracts for the International Sale of Goods. Any action or proceeding brought by either party hereto shall be brought only in a state or federal court of competent jurisdiction located in the County of Broward, State of

Florida and the parties submit to the in personam jurisdiction of such courts for purposes of any action or proceeding.

13. FORCE MAJEURE

Vendor shall not be responsible for any delays, errors, failures to perform, interruptions or disruptions in the Services for the time and to the extent such failure or delay is due to causes beyond its reasonable control, including, but not limited to, any act of God, labor dispute, fire, storm, tornado, tidal wave, vandalism, riot, explosion, power outage, earthquake, flood, civil disturbance, sabotage, act of war, act of terrorism, governmental action or regulation, communication or utility failure, or casualty caused by any acts of God, strikes, lockouts, riots, acts of war, changes in law or regulations, fire, flood, earthquake, or storm (collectively "Force Majeure Items").

14. GENERAL

This Agreement constitutes the entire understanding and agreement between Advanced Billing Solutions, Inc. and you with respect to the transactions contemplated in this Agreement and supersedes all prior or contemporaneous oral or written communications with respect to the subject matter of this Agreement, all of which are merged in this Agreement. This Agreement shall not be modified, amended or in any way altered except by an instrument in writing signed by both of the parties. In the event that any provision of this Agreement is found invalid or unenforceable pursuant to judicial decree, the remainder of this Agreement shall remain valid and enforceable according to its terms. Any failure by Advanced Billing Solutions, Inc. to strictly enforce any provision of this Agreement will not operate as a waiver of that provision or any subsequent breach of that provision. **IT IS EXPRESSLY UNDERSTOOD AND AGREED THAT IN THE EVENT ANY REMEDY HEREUNDER IS DETERMINED TO HAVE FAILED OF ITS ESSENTIAL PURPOSE, ALL LIMITATIONS OF LIABILITY AND EXCLUSIONS OF DAMAGES SET FORTH HEREIN SHALL REMAIN IN EFFECT.**

14.1 CUSTOMER DATA You shall have all responsibility for the accuracy, quality, integrity, legality, reliability, appropriateness, and intellectual property ownership of all data you enter into the Software Service system and Advanced Billing Solutions, Inc. shall not be responsible or liable for the deletion, correction, destruction, damage, loss or failure to store any such data.

14.2 AUTHORIZATION By signing below, you indicate that you have the authority to bind yourself and the entity indicated below to the terms of this Agreement.

AGREED AND ENTERED INTO as of the date written below.

By: _____

Name: _____

Company: _____

Title: _____

Date: _____

Automated Medical Assistant (AMA)

HIPAA Agreement

Business Associates Agreement

1. Definitions

Terms used, but not otherwise defined, shall have the same meaning as those in 45 CFR 160, 162 and 164.

“Business Associate” means “Advanced Billing Solutions, Inc. (ABS)” as defined in this document.

“Covered Entity” means the company or other legal entity that accepts this Agreement.

“Individual” means the same meaning as the term “individual” in 45 CFR § 164.501 and shall include a person who qualifies as a personal representative in accordance with 45 CFR § 164.502(g).

“Privacy Rule” means the current Standards for Privacy of Individually Identifiable Health Information at 45 CFR Part 160 and Part 164, Subparts A and E.

“Protected Health Information” has the same meaning as the term “protected health information” in 45 CFR § 164.501, limited to the information created or received by Business Associate from or on behalf of Covered Entity.

“Provider(s)” means any healthcare professional that provides billable services to patients whom is an employee, customer, or has an employment, contractor, or agent relationship with a customer, for which the Service organizes information and provides medical billing management.

“Required By Law” shall have the same meaning as the term “required by law” in 45 CFR § 164.501.

“Secretary” means the Secretary of the United States of America Department of Health and Human

Services or his designee.

2. Obligations and Activities

The obligations and activities of the Business Associate, as required by the Health Insurance Portability and Accountability Act (HIPAA) and in regulations promulgated thereunder, are as follows:

i) Business Associate agrees to not use or disclose Protected Health Information other than as permitted or required by the Agreement or as Required By Law.

ii) Business Associate agrees to use appropriate safeguards to prevent use or disclosure of the Protected Health Information other than as provided for by this Agreement.

iii) Business Associate agrees to mitigate, to the extent practicable, any harmful effect that is known to Business Associate of a use or disclosure of Protected Health Information by Business Associate in violation of the requirements of this Agreement.

iv) Business Associate agrees to report to Covered Entity any use or disclosure of the Protected Health Information not provided for by this Agreement of which it becomes aware.

v) Business Associate agrees to ensure that any agent, including a subcontractor, to whom it provides Protected Health Information received from, or created or received by Business Associate on behalf of Covered Entity agrees to the same restrictions and conditions that apply through this Agreement to Business Associate with respect to such information.

vi) Business Associate agrees to provide access, at the request of Covered Entity, and in the time and manner of within sixty (60) days, to Protected Health Information in a Designated Record Set, to Covered Entity or, as directed by Covered Entity, to an Individual in order to meet the requirements under 45 CFR § 164.524.

vii) Business Associate agrees to make any amendment(s) to Protected Health Information in a Designated Record Set that the Covered Entity directs or agrees to pursuant to 45 CFR § 164.526 at the request of Covered Entity or an Individual, and in the time and manner of within thirty (30) days.

viii) Business Associate agrees to make internal practices, books, and records, including policies and procedures and Protected Health Information, relating to the use and disclosure of Protected Health Information received from, or created or received by Business Associate on behalf of, Covered Entity available to the Covered Entity, or to the Secretary, in a time and manner of within sixty (60) days or

designated by the Secretary, for purposes of the Secretary determining Covered Entity's compliance with the Privacy Rule.

ix) Business Associate agrees to document such disclosures of Protected Health Information and information related to such disclosures as would be required for Covered Entity to respond to a request by an Individual for an accounting of disclosures of Protected Health Information in accordance with 45 CFR § 164.528.

x) Business Associate agrees to provide to Covered Entity or an Individual, in time and manner of within sixty (60) days, information collected in accordance with Section 13 of this Agreement, to permit Covered Entity to respond to a request by an Individual for an accounting of disclosures of Protected Health Information in accordance with 45 CFR § 164.528.

3. Permitted Uses and Disclosures

The permitted uses and disclosures of the Business Associate, as required by the Health Insurance Portability and Accountability Act (HIPAA) and in regulations promulgated thereunder, are as follows:

i) Except as otherwise limited in this Agreement, Business Associate may use or disclose Protected Health Information to perform functions, activities, or services for, or on behalf of, Covered Entity as specified in this Agreement, provided that such use or disclosure would not violate the Privacy Rule if done by Covered Entity or the minimum necessary policies and procedures of the Covered Entity.

ii) Except as otherwise limited in this Agreement, Business Associate may use Protected Health Information for the proper management and administration of the Business Associate or to carry out the legal responsibilities of the Business Associate.

iii) Except as otherwise limited in this Agreement, Business Associate may disclose Protected Health Information for the proper management and administration of the Business Associate, provided that disclosures are Required By Law, or Business Associate obtains reasonable assurances from the person to whom the information is disclosed that it will remain confidential and used or further disclosed only as Required By Law or for the purpose for which it was disclosed to the person, and the person notifies the Business Associate of any instances of which it is aware in which the confidentiality of the information has been breached.

iv) Except as otherwise limited in this Agreement, Business Associate may use Protected Health Information to provide Data Aggregation services to Covered Entity as permitted by 45 CFR § 164.504(e)(2)(i)(B). v) Business Associate may use Protected Health Information to report violations of law to appropriate Federal and State authorities, consistent with § 164.502(j)(1).

4. Obligations

The obligations of Covered Entity, as required by Health Insurance Portability and Accountability Act (HIPAA) and in regulations promulgated thereunder, are as follow:

- i) Covered Entity shall notify Business Associate of any limitation(s) in its notice of privacy practices of Covered Entity in accordance with 45 CFR § 164.520, to the extent that such limitation may affect Business Associate's use or disclosure of Protected Health Information.

- ii) Covered Entity shall notify Business Associate of any changes in, or revocation of, permission by Individual to use or disclose Protected Health Information, to the extent that such changes may affect Business Associate's use or disclosure of Protected Health Information.

- iii) Covered Entity shall notify Business Associate of any restriction to the use or disclosure of Protected Health Information that Covered Entity has agreed to in accordance with 45 CFR § 164.522, to the extent that such restriction may affect Business Associate's use or disclosure of Protected Health Information.

- iv) Covered Entity shall not request Business Associate to use or disclose Protected Health Information in any manner that would not be permissible under the Privacy Rule if done by Covered Entity.

5. Termination

- i) Notwithstanding anything to the contrary stated in this Agreement, upon termination of this Agreement, for any reason, Business Associate shall return or destroy all Protected Health Information received from Covered Entity, or created or received by Business Associate on behalf of Covered Entity. This provision shall apply to Protected Health Information that is in the possession of subcontractors or agents of Business Associate. Business Associate shall retain no copies of the Protected Health Information.

- ii) In the event that Business Associate determines that returning or destroying the Protected Health Information is infeasible, Business Associate shall provide to Covered Entity notification of the conditions that make return or destruction infeasible. Upon determination that return or destruction of Protected Health Information is infeasible, Business Associate shall extend the protections of this Agreement to such Protected Health Information and limit further uses and disclosures of such Protected Health Information to those purposes that make the return or destruction infeasible, for so long as Business Associate maintains such Protected Health Information.

- iii) The respective rights and obligations of Business Associate under this Section 13 of this Agreement

shall survive the termination of this Agreement for any reason.

6. Other

i) The parties agree to take such action as is necessary to amend this Agreement from time to time as is necessary for Covered Entity to comply with the requirements of the Privacy Rule and the Health Insurance Portability and Accountability Act of 1996, Pub. L. No. 104-191.

ii) Any ambiguity in this Agreement shall be resolved to permit Covered Entity to comply with the Privacy Rule.

Automated Medical Assistant (AMA)

Privacy Policy

What this privacy policy covers

This privacy policy pertains to the use of the Automated Medical Assistant (AMA) web, site, owned and operated by Advanced Billing Solutions, Inc. (ABS), at <http://www.automatedmedicalassistant.com>. This privacy policy covers how ABS treats personal information that Automated Medical Assistant (AMA) collects and receives. Personal information is information about you that is personally identifiable like your name, address, email address, phone number, credit card information, and the like. Children under 13 are not permitted to use the Automated Medical Assistant (AMA) service, and so this privacy policy makes no provision for children's use of the site.

Information collection and how it is used

General Information

We collect personal information when you sign up for a paid subscription to the Automated Medical Assistant (AMA) service. When you sign up, we ask for your name, email address, phone number, and your practice's demographic and financial information.

When you sign up for a paid subscription, we will ask you for your credit card information. This information is kept in a secure, encrypted, HIPAA compliant form on Automated Medical Assistant (AMA) premises.

Automated Medical Assistant (AMA) automatically receives and records information on our server logs from your browser, including your IP address and the page you request.

Automated Medical Assistant (AMA) uses information for the following general purposes: products and services provision, billing, identification and authentication, services improvement, contact, research, and anonymous reporting.

IP Addresses

IP Addresses are automatically reported by your browser each time you view a web page or use our service. IP addresses may be used for various purposes, including:

To diagnose or service technology problems reported by our users or engineers that are associated with the IP addresses controlled by a specific web company or ISP.

To estimate the total number of users visiting Automated Medical Assistant (AMA) from specific geographical regions.

Cookies

A cookie is a small amount of data, which often includes an anonymous unique identifier, that is sent to your browser from a web site's computers and stored on your computer's hard drive. Automated Medical Assistant (AMA) uses a "session" cookie that helps the program function at the high level that you would expect.

Protected Health Information

When you or other users at your company, or your company's customers, use the Automated Medical Assistant (AMA) service, you may in the course of normal business operation provide Automated Medical Assistant (AMA) with PHI. Automated Medical Assistant (AMA) will only disclose the PHI to you, your customers, and your agents, as authorized by you in the service's operation and configuration.

Automated Medical Assistant (AMA) limits the ability to access your or your company's customers' PHI only to employees that are responsible for the development, provisioning or maintenance of the services, or in provisioning support.

Information sharing and disclosure

Automated Medical Assistant (AMA) may be required to disclose personally identifiable information under special circumstances, such as to comply with subpoenas or when your actions violate the Automated Medical Assistant (AMA) Terms of Service.

Automated Medical Assistant (AMA) may share demographic information with business partners, such as "5% of Automated Medical Assistant (AMA) customers are in the south Florida region" or the like. No personally identifiable information will ever be used without your permission (i.e. we will ask you for a quote or testimonial). No PHI will ever be shared with any third party, as per the HIPAA Privacy

Rule.

Automated Medical Assistant (AMA) does not rent, sell, or share personal information about you with other people or nonaffiliated companies except to provide products or services you've requested or when we have your permission.

It may be necessary to share information in order to investigate, prevent, or take action regarding illegal activities, suspected fraud, situations involving potential threats to the physical safety of any person, violations of Automated Medical Assistant (AMA)'s terms of use, or as otherwise required by law.

We will transfer information about you if Automated Medical Assistant (AMA) is acquired by or merged with another company. In this event, Automated Medical Assistant (AMA) will notify you by email or by putting a prominent notice on the Automated Medical Assistant (AMA) web site before information about you is transferred and becomes subject to a different privacy policy.

Changes to this privacy policy

We may update this policy at any time for any reason. If there are any significant changes to how we handle personal information we will send a notice to the contact email address specified in your company's Automated Medical Assistant (AMA) account or by placing a prominent notice on our site.

Questions

If you have questions or suggestions you can contact us at:

Automated Medical Assistant (AMA) Support - Privacy Policy
150 S.W. 12 th Avenue, Suite 330
Pompano Beach, FL 33069
AdvancedSolns@aol.com

Last Updated

This policy was last updated on February 28, 2009

Automated Medical Assistant (AMA)

Security Notice

What this security policy covers

This security policy pertains to the security measures in place at Advanced Billing Solutions, Inc. (ABS) for protection of personal and protected health information.

Unique identification of users

To comply with the HIPAA requirements and to provide a high quality secure service, Advanced Billing Solutions, Inc. (ABS) requires all users to have a unique username. Advanced Billing Solutions, Inc. (ABS) currently requires a valid email address in addition to a unique username in order to access the Automated Medical Assistant (AMA) service.

In addition to a username, every user account must be protected with a password of sufficient complexity. Advanced Billing Solutions, Inc. (ABS) allows its customers to set their own password complexity policy

All Advanced Billing Solutions, Inc. (ABS) sign-ins are protected by account lock-out systems. If a user incorrectly authenticates a number of times, their user account will be locked until an administrative user unlocks it.

Security on the Automated Medical Assistant (AMA) web site

Access to the Automated Medical Assistant (AMA) service is protected by SSL security. Your browser will usually display an indicator (such as a "lock" icon) when using a secure SSL connection. The service/application is located on a server hosted entirely by Advanced Billing Solutions, Inc. (ABS). All communications are secured with public-key encryption.

Group-based security

Every user in the Advanced Billing Solutions, Inc. (ABS) system belongs to one or more groups. Group assignments are defined by the Administrator of each practice. Each group dictates a set of permissions.

Application locking

In accordance with HIPAA policies, the Automated Medical Assistant (AMA) service will automatically lock up if left unattended for a period of time. Correct credentials of the user will need to be provided prior to using the application again.

Advanced Billing Solutions, Inc. (ABS) password policy

Advanced Billing Solutions, Inc. (ABS) system passwords are meant to serve as the last line of defense in protecting sensitive patient medical and financial records, as well as practice financial information. They serve as a deterrent to malicious agents as well as protection against casual or accidental lowering of security through carelessness.

The passwords are encouraged to be as long as possible and to maintain a level of complexity such that they will not be easily guessed or cracked by a determined attacker. A user may change their password at any time on the login screen.

Advanced Billing Solutions, Inc. (ABS) will never store any passwords in permanent storage in a way that is reversible. The Automated Medical Assistant (AMA) software will never show the password in plain-text, human-readable form.

Changes to this security policy

Advanced Billing Solutions, Inc. (ABS) may update this policy at any time for any reason. If there are any significant changes to how we handle security we will send a notice to the contact email address specified in your company's Advanced Billing Solutions, Inc. (ABS) account or by placing a prominent notice on our site.

Questions

If you have questions or suggestions you can contact us at:

Avenue, Suite 330
AdvancedSolns@aol.com

Pompano Beach, FL 33069

To report a security violation, please call us at 800-815-BILL.

Last Updated

This policy was last updated on February 28, 2009.

Automated Medical Assistant (AMA)

Nondisclosure Agreement

By clicking the "I accept" or "Submit" or "Continue" or "Register" button(s) displayed as part of the ordering process or on the User Information screen, you agree to the following terms and conditions.

This Nondisclosure Agreement (the "Agreement") is entered into by and between you ("Receiving Party") and Gary S. Traub and Advanced Billing Solutions, Inc, at 150 SW 12th Ave. Suite #330, Pompano Beach Fl. 33069 ("Disclosing Party") for the purpose of preventing the unauthorized disclosure of Confidential Information as defined below. The parties agree to enter into a confidential relationship with respect to the disclosure of certain proprietary and confidential information ("Confidential Information").

- 1. Definition of Confidential Information.** For purpose of this Agreement, "Confidential Information" shall include any information or material related to software and/or software development and/or the Automated Medical Assistant, and/or related activities by Disclosing Party.
- 2. Obligations of Receiving Party.** Receiving Party shall hold and maintain the Confidential Information in strictest confidence for the sole and exclusive benefit of the Disclosing Party. Receiving Party shall carefully restrict access to Confidential Information to employees, contractors and third parties as is reasonably required and shall require those persons to sign nondisclosure restrictions at least as protective as those in this Agreement. Receiving Party shall not, without prior written approval of Disclosing Party, use for Receiving Party's own benefit, publish, copy, or otherwise disclose to others, or permit the use by others for their benefit or to the detriment of Disclosing Party, any Confidential Information. Receiving Party shall return to Disclosing Party any and all records, notes and other written, printed, or tangible materials in its possession pertaining to Confidential Information immediately if Disclosing Party requests it in writing.
- 3. Time Periods.** The nondisclosure provisions of this Agreement shall survive the termination of this Agreement and Receiving Party's duty to hold Confidential Information in confidence shall remain in effect until the Confidential Information no longer qualifies as a trade secret or until Disclosing Party sends Receiving Party written notice releasing Receiving Party from this Agreement, whichever occurs first.
- 4. Relationship.** Nothing contained in this Agreement shall be deemed to render either party a partner, joint venture or employee of the other party for any purpose.
- 5. Severability.** If a court finds any provision of this Agreement invalid or unenforceable, the remainder of this Agreement shall be interpreted so as best to effect the intent of the parties.
- 6. Integration.** This Agreement expresses the complete understanding of the parties with respect

to the subject matter and supersedes all prior proposals, agreements, representations and understandings. This Agreement may not be amended except in a writing signed by both parties. Both parties have participated in the drafting of this Agreement and no construction of this Agreement will be based on the identity of the drafting party.

7. **Waiver.** The failure to exercise any right provided in this Agreement shall not be a waiver of prior or subsequent rights.
8. **Governing Law.** This Agreement shall be governed by Florida Law. Any disputes arising under it if filed in Court, shall be pursued in Broward County Court or Federal District Court for the Southern District of Florida, depending on the nature of the dispute, without regard to the laws which would normally apply to venue selection.
9. **Successor Liability, Authority to Sign and Counterparts.** This Agreement and each party's obligations shall be binding on the representatives, assigns and successors of such party. Each party has signed this Agreement through its authorized representative. This agreement may be signed in counterparts.

Disclosing Party:

(Signature)
Gary S. Traub, Ph.D
Advanced Billing Solutions, Inc.

Receiving Party:

(Signature)

(Typed or Printed Name)

Date:_____ .