**AGREEMENT FOR eSimplify™**

**PRACTICE ANALYTICS SERVICES**

This Agreement is entered into by eSimplify Enterprises, Inc (“eSimplify”) and the business entity on whose behalf the registrant accepts this Agreement (“Client”). By clicking the “Accepted” button associated with this Agreement, the registrant binds Client to the terms of this Agreement.

**RECITALS**

 Client delivers products and/or services to health care practitioners and/or health care institutions. eSimplify offers an on-line practice analytics software tool, for use by businesses in the health care industry in analyzing health care practice claims data and comparing that claims data to regional and national data provided by the Centers for Medicare and Medicaid Services, known as the eSimplify™ Practice Analytics service (the “Service”). Client has agreed to subscribe to the Service on the terms provided in this Agreement.

 **NOW, THEREFORE**, the parties agree as follows:

1. **Practice Analytics Data**. Client shall designate in writing the states for which Client wishes to have billing claims data. eSimplify shall upload and organize data for the designated states to a secure, password protected web page that is unique to Client (the “Client Page”). eSimplify will organize the data on the Client Page in the format prescribed by eSimplify, for the purpose of enabling Client to use that information when providing services to its customers. eSimplify reserves the right to modify the manner in which it organizes and displays the data that it presents in the Client Page.
2. **Price; Payment Terms**. In consideration of the services to be provided by eSimplify under this Agreement, Client shall pay eSimplify a fee equal to the level of the subscription. There are three tiers, Basic, Premium and Enterprise for access to data for provider whose aggregated data is reported on the Client Page per month during the term of this Agreement. Basic subscription is priced at $145/month, price for premium is $295/month and price for Enterprise is $795/month. Client may elect to pay the fee up to twelve months in advance. That fee shall be payable via credit card, through a secure third-party payment processing service. eSimplify shall charge that fee to the credit card account authorized by Client on the same day each month (or if that day is a Saturday, Sunday or holiday, the next business day). A $25.00 late payment will apply to any monthly fee payment received by eSimplify within 5 days after eSimplify charges that fee to Client’s credit card. Monthly fees that are more than 15 days past due (calculated from the day on which eSimplify first attempts to charge the fee) will accrue service charges at the rate of 1% per month. Client shall reimburse eSimplify for all costs of enforcing this Agreement, including without limitation, court costs and attorney fees. While this Agreement is in effect, if Client wishes to add health care billing data for specialties or states in addition to the data for which Client has subscribed on the effective date of this Agreement, eSimplify will charge Client an additional fee for that additional data, at the rate set forth in this Section. The parties will confirm in writing any additional data ordered by Client and the additional fee payable by Client. All amounts paid by Client to eSimplify under this Agreement are non-refundable.
3. **Term**. This Agreement shall be effective upon execution by both parties. It will remain in effect for 12 full calendar months after the month in which eSimplify first uploads data to the Practice Analytics tool. This Agreement may not be cancelled during the original term. After the initial 12 full month term, (a) this Agreement shall automatically renew on a month-to-month basis; and (b) either party may terminate this Agreement upon 30 days prior written notice, effective as of the last day of the month in which that 30 day notice expires.
4. **Termination for Default**. Either party may terminate this Agreement, effective upon written notice to the other party, if the other party fails to cure a material default in performing its obligations under this Agreement within 30 days after receiving written notice describing that default in reasonable detail. eSimplify may suspend the Service at any time Client is in default.
5. **Confidentiality and HIPAA Business Associate**.
6. **Confidential Information:** eSimplify agrees to keep all personal and financial information concerning Client and any patient information (“Confidential Information”) absolutely confidential and protected, except as may be necessary to perform services hereunder. The obligation to protect this Confidential Information will survive the termination of this Agreement and will continue indefinitely.
7. **HIPAA Business Associate:** Client understands that its relationship with eSimplify will require that a “Business Associate Agreement” is executed between the parties. The Business Associate Agreement utilized will incorporate the provisions of the Omnibus Final Rule and will conform with the privacy, security and breach notification requirements mandates under the Health Insurance Portability and Accountability Act (HIPAA) and under the Health Information Technology for Economic and Clinical Health Act (HITECH).
8. **Disclosures Required by Law:** eSimplify may disclose Confidential Information to a third party where Client has consented in writing to the disclosure, the disclosure is required by law, and the disclosure is in compliance with applicable laws and regulations. However, eSimplify must give prompt notice to Client of any possible or prospective order (or proceeding pursuant to which any order may result) in order to afford Client a reasonable opportunity to prevent or limit any disclosure.
9. **Agreement Terms are Confidential:** Client will not divulge the contents, terms or conditions of this Agreement to any third party without the express written consent of eSimplify.
10. **Disclaimer**. eSimplify will upload and display on the Client Page information provided to it by CMS, without altering, correcting or otherwise revising any of that data. Client acknowledges that the most recent data available from CMS is at least 2 years old. eSimplify makes no representations or warranties to Client regarding the accuracy, completeness and utility of any information displayed on the Client Page. Client is solely responsible for any use that it makes of the data displayed on the Client Page. Client may use or rely on that data, at its sole risk. Client shall hold eSimplify harmless from any liability that results from Client’s use of data or its reliance on data displayed on the Client Page.
11. **Force Majeure**. Neither party shall be liable for any delay in performing its obligations under this Agreement that is caused by Acts of God, severe weather, Internet outages, governmental action, acts of terrorism or other causes that are outside of the control of that party. If any such event prevents performance for more than 30 consecutive days, either party may terminate this Agreement, effective upon written notice to the other party. The occurrence of a force majeure event will have no effect on the obligation of Client to pay eSimplify for services rendered under this Agreement.
12. **Limitation of Liability**. Neither party shall be liable to the other party for any indirect, incidental, consequential, exemplary or punitive damages that result from the performance or breach by that party of its obligations under this Agreement, regardless of the theory of liability under which such damages arise and regardless of whether the possibility of incurring such damages is known to the parties at the time this Agreement is signed. In all events, the liability of eSimplify to Client under this Agreement shall not exceed the amounts actually paid by Client to eSimplify under this Agreement for the six month period (or if shorter, the length of time this Agreement has been in effect) prior to the occurrence of the event giving rise to the applicable damage claim.
13. **General**. This Agreement is governed by Michigan law, without giving effect to its choice of law principles. This Agreement is binding on the parties and upon their respective successors and assigns. This Agreement represents the entire understanding of the parties regarding its subject matter. There are no separate agreements between the parties regarding that subject matter, whether written or oral. This Agreement may be modified only by a written document signed by both parties. All notices regarding this Agreement shall be given in writing and shall be delivered in person, by certified mail return receipt requested, by overnight courier with proof of delivery or by email, with proof of receipt. Notices shall be effective upon receipt or upon refusal of delivery.

By clicking the “Accepted” button on the right, Client (i) agrees to be bound by the terms of this Agreement, (ii) represents to eSimplify that the person who accepts this Agreement has the authority to do so, and (iii) that the information filled into the Client Registration page where this Agreement appears is accurate. Add “Accepted” Button here

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