Subscription Agreement

(i) This Subscription Agreement is subject to the "Terms of Service", located here: http://onetouchemr.com/terms_of_service.htm

(ii) Services. OT EMR shall provide Customer access to OT EMR's electronic medical records service ("Services"). The Service shall be accessible using web browsers and, optionally, mobile device applications in accordance with the Subscription Agreement and the Terms of Service.

(iii) Fees and Payment. Customer will be invoiced for the Fee and Taxes each month for the duration of the Subscription Agreement. If necessary, OT EMR will also include in each invoice any other sales and other taxes that are levied or imposed by reason of the transactions contemplated under this Subscription Agreement, except for federal and state net income taxes imposed on OT EMR. Any fees to be pre-paid are due upon signing of the Subscription Agreement, and all other fees are due within 30 days of receipt of the invoice. Customer will reimburse any costs and expenses (including reasonable attorneys' fees) incurred by OT EMR to collect any amount that is past due. In addition, in the event that Customer fails to pay any invoice within 30 days, OT EMR may, in its sole discretion, suspend Services or immediately terminate this Subscription Agreement under section (iv) of this Subscription Agreement.

Activation of a Provider Seat on the Silver, Gold, or Platinum plans obligates Customer to pay fees for that seat for a 12-month Initial Term, billed monthly. Deactivation of a Provider Seat, or termination of this Agreement, prior to the end of the Initial Term does not reduce or eliminate Customer's obligation to pay fees for the remainder of the Initial Term.

(iv) Term and Termination. This Subscription Agreement will commence on the later of the Start Date or the date that the Subscription Agreement is signed by all parties, and will continue in effect until the Termination of Customer's relationship with OT EMR pursuant to Section 10 of the Terms of Service. Upon termination of this Subscription Agreement, OT EMR shall send Customer a final invoice that includes fees and taxes for the entire month in which the Subscription Agreement was terminated. Upon termination of this Subscription Agreement, OT EMR shall provide Customer with access to Customer data for a period of 90 days following termination. After the 90 days have elapsed, OT EMR will not provide Customer access to Customer data.

Upon termination, Customer's account will be placed in read-only mode for 90 days. During this period, Customer may export its complete data using OT EMR's built-in export tools at no charge, which satisfies any obligation OT EMR may have under a Business Associate Agreement or applicable law to return Customer's data upon termination, or may request that OT EMR perform a full data extraction on Customer's behalf for a one-time fee calculated per OT EMR's then-current extraction fee schedule. Requests for OT EMR-performed extraction must be submitted in writing before the end of the 90-day period. Customer is solely responsible for retaining its records, including patient records, for as long as required by applicable law. After the 90-day period, OT EMR has no further obligations to store Customer data or provide Customer access to it, and OT EMR may, in its sole discretion and without further notice, archive and/or permanently delete such data.

(v) Warranty Disclaimer. OT EMR disclaims all warranties pursuant to Section 12 of the Terms of Service.

(vi) Limitation of Liability. OT EMR limits liability as stated in Section 13 of the Terms of Service.

(vii) Customer Liability. The Customer agrees to be jointly and severally liable for any and all damages resulting directly or indirectly from the violation of the Terms of Service by any of its principals, agents, and employees who use the Services under this Subscription Agreement.

(viii) Miscellaneous.

a. This Subscription Agreement, the Terms of Service or any legal matter arising out of the Subscription Agreement or the Terms of Service shall be governed by the laws of the State of Texas without regard to its conflict of laws provisions.

b. Customer and OT EMR are independent contractors, and this Subscription Agreement is not exclusive.

c. Customer may not assign this Subscription Agreement, directly or indirectly, by operation of law or otherwise, without OT EMR's prior written consent.

d. Any addendum referencing this Subscription Agreement is governed by this Subscription Agreement.

e. This Subscription Agreement supersedes any addendum in the event of a conflict. This Subscription Agreement also supersedes the terms contained in any purchase order issued by Customer to OT EMR.

f. This Subscription Agreement does not affect the terms of any other Subscription Agreement between the Customer and OT EMR.

g. If any court of law, having the jurisdiction to decide on this matter, rules that any provision of the Subscription Agreement is invalid, then that provision will be removed from the Subscription Agreement without affecting the rest of the Subscription Agreement or the Terms of Service. The remaining provisions of the Subscription Agreement and the Terms of Service will continue to be valid and enforceable.

h. All notices required under this Subscription Agreement will be delivered by e-mail to support@onetouchemr.com.

i. Each party has participated in negotiating and drafting this Subscription Agreement, so if an ambiguity or a question of intent or interpretation arises, this Subscription Agreement is to be construed as if the parties had drafted it jointly, as opposed to being construed against a party because it was responsible for drafting one or more provisions of this Subscription Agreement.

j. In the event that the Uniform Computer Information Transaction Act, any version thereof or a substantially similar law (collectively "UCITA") is enacted as to be applicable to the performance of OT EMR under this Subscription Agreement, the statute shall not govern any aspect of this Subscription Agreement, any license granted hereunder, nor any of the rights and obligations of the parties pursuant to this Subscription Agreement.

(ix) The parties agree that the Subscription Agreement may be executed in multiple counterparts, identically worded, each of which shall be deemed an original and all of which shall constitute a single agreement of the parties.

(x) Arbitration. ANY CLAIM, DISPUTE, OR CONTROVERSY (WHETHER IN CONTRACT, TORT, OR OTHERWISE, WHETHER PREEXISTING, PRESENT OR FUTURE, AND INCLUDING STATUTORY, CONSUMER PROTECTION, COMMON LAW, INTENTIONAL TORT AND EQUITABLE CLAIMS) BETWEEN CUSTOMER AND OT EMR, its

agents, employees, principals, successors, assigns, affiliates (collectively for purposes of this paragraph, "OT EMR") arising from or relating to this Subscription Agreement, its interpretation, or the breach, termination or validity thereof, the relationships which result from this Subscription Agreement (including, to the full extent permitted by applicable law, relationships with third parties who are not signatories to this Agreement) SHALL BE EXCLUSIVELY AND FINALLY SETTLED BY ARBITRATION. THE ARBITRATION SHALL BE HELD IN DALLAS, TEXAS AND CONDUCTED IN ACCORDANCE WITH THE COMMERCIAL ARBITRATION RULES OF THE AMERICAN ARBITRATION ASSOCIATION. THE ARBITRATION SHALL BE CONDUCTED BEFORE THREE ARBITRATORS, ONE SELECTED BY EACH OF THE PARTIES, AND THE THIRD SELECTED BY THE FIRST TWO ARBITRATORS. JUDGMENT UPON THE AWARD RENDERED MAY BE ENTERED IN ANY COURT HAVING JURISDICTION, OR APPLICATION MAY BE MADE TO SUCH COURT FOR JUDICIAL ACCEPTANCE OF THE AWARD AND IN ORDER OF ENFORCEMENT AS THE CASE MAY BE.

Each party hereto warrants and represents that a duly authorized representative of such party has executed this order and this order constitutes the legal, valid and binding obligation of such party.