MEDAVISE, INC.
SaaS License
Software License and Application Services Agreement For Medical Providers

BY USING MEDAVISE, INC.'s ("Medavise") BILLING APPLICATION, YOU ARE AGREEING TO BE BOUND BY THE TERMS OF THIS AGREEMENT.

IF YOU DO NOT AGREE TO THE TERMS OF THIS AGREEMENT, DO NOT USE THE APPLICATION.

This Software License and Application Services Agreement (this "Agreement") is effective as of the day you electronically agree to be bound by it (the "Effective Date"). This Agreement is by and between the SaaS developer MEDAVISE, Inc. 2454 N. McMullen Booth Rd, Suite 700, Clearwater, FL 33759 ("MEDAVISE" and/or "SaaS Provider") and the customer whose company name you typed above ("Customer"). In the event you type the incorrect or incomplete name of the entity, you agree that the Customer is the person or entity receiving the benefit/services of this Agreement. MEDAVISE and Customer are sometimes collectively referred to herein, collectively as the "Parties" and each individually as a "Party".

RECITALS

WHEREAS, Customer ("Provider") owns and/or operates certain medical practices ("Practices") which bill under the Federal Employee Compensation Act ("FECA");

WHEREAS, MEDAVISE owns and hosts a software solution that facilitates the billing and collection of claims for services provided by Practices or Providers (the "MEDAVISE BILLING SOLUTION");

WHEREAS, the Parties desire to enter into this Agreement to provide for the terms under which MEDAVISE will provide the MEDAVISE BILLING SOLUTION to Provider and its third-party medical billing service as it pertains to the Practices more specifically defined herein.

NOW THEREFORE, in consideration of the monetary value paid hereunder, mutual promises, and other good and valuable consideration the receipt and sufficiency of which is hereby agreed upon, the Parties hereby agree as follows:

AGREEMENT

1. RECITALS AND EXHIBITS. The Parties hereby agree the Recitals in this Agreement are true and correct and, together with all exhibits and attachments, are incorporated

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into this Agreement by reference.

2.   DEFINITIONS.   Unless otherwise specifically defined in this Agreement, all capitalized terms used in this Agreement shall have the meanings ascribed to them below.

2.1.   "Confidential Information" shall mean all data or material of a Party, including any such information disclosed prior to the date of this Agreement, in written and/or electronic form, and including without limitation, information acquired by the other Party in writing, orally or by inspection of a Party's property, relating to (without limitation): a Party's business affairs, products, services, intellectual property, patents, software, proprietary methodologies, concepts, ideas, processes, systems, equipment, hardware, computer programs, research or development activities, and all engineering, technical or scientific data, information, or know-how of a Party or of any other person or entity as to which a Party is obligated to maintain in confidence, which is disclosed in oral, written, graphic or electronic form and that is not available to the public. "Confidential Information" shall expressly include but not be limited to any document relating to, or contracting with, a Party, a disclosing Party's pricing. Even if a Party does not mark, label, or identify any of the above-described information as proprietary or confidential for purposes of this Agreement, it shall not affect its status as part of the Confidential Information protected by this Agreement.

2.2.   "Customer Responsibilities" shall mean those requirements and procedures required to be performed by the Provider, including but not limited to:

Provider will be responsible for the following tasks/activities, both initially and throughout the ongoing Term:

(a)   Assigning an employee as project manager who shall be responsible for coordinating all Customer activity related to the deployment and operation of the MEDAVISE BILLING SOLUTION and Services.

(b)   Providing adequate internet connectivity between MEDAVISE BILLING SOLUTIONS' Hosting location. Customer expressly acknowledges that failure of Customer to properly establish connectivity to MEDAVISE or MEDAVISE SaaS will restrict the ability of MEDAVISE SaaS to retrieve/process Customer's data. MEDAVISE shall not be responsible for any delay in performance or damages incurred as a result of Customer's delay in properly establishing connectivity. Maintenance and infrastructure failure caused by factors outside of the

MEDAVISE BILLING SOLUTION SaaS structure or control are the responsibility of the Customer and MEDAVISE shall not be liable.

(c)   Providing all management and security for Customer networks and applications.

(d)   Providing, as reasonably requested by MEDAVISE, information necessary to complete the creation of a MEDAVISE BILLING SOLUTIONS customer account, and all information necessary to process MEDAVISE claims on the customer's behalf. This information shall include all set-up detail for data structures and reports, and any additional documentation that may be deemed necessary for Customer to optimize use of the MEDAVISE BILLING SOLUTION.

(e)   Assuring compliance of HIPAA and all other relevant state and federal law.

(f)   Obtaining Billing Agent's insurance coverage, including general liability and error and omission insurance by third-party medical billing service provider.

2.3.   "End User" shall mean the Customer Personnel or an agent of the Customer who enters data into the MEDAVISE BILLING SOLUTION.

2.4.   "Fee" shall mean any fee payable to MEDAVISE by Customer contemplated under this Agreement.

2.5.   "Including" shall mean "including without limitation".

2.6.   "Personnel" shall mean employees, independent contractors and consultants of a Party. For the avoidance of doubt, the Managing Agent shall be deemed Customer's Personnel.

2.7.   "MEDAVISE BILLING SOLUTION" shall have the meaning given to it in the Recitals and shall include the Results, work product, reports and analytics generated therefrom. MEDAVISE BILLING SOLUTION shall further include the combination of technology, commonly known as MEDAVISE BILLING SOFTWARE™, and representing the proprietary software which may be licensed by a Customer and reside on a combination of servers belonging to Customer, MEDAVISE or Customer's third-party vendor, at any given time.

2.8.   "MEDAVISE SaaS" shall mean that portion of the MEDAVISE Solution that is centrally hosted by MEDAVISE or via its third-party hosting provider, and is the platform by which an aspect of the MEDAVISE BILLING SOLUTION is delivered to Customer as a service, and is accessible to Customer by a web browser in connection with this Agreement

2.9.   "Results" shall mean any results, such as databases or reports that are created

through the use of the MEDAVISE BILLING SOLUTION.

2.10. "Practice" shall also be known as "Site" and shall mean the entity, facility and/or facilities at which Customer does business.

2.11. "SaaS" also known as MEDAVISE Services shall mean those services provided in conjunction with MEDAVISE BILLING SOFTWARE™ to allow the access and use of the MEDAVISE BILLING SOLUTION;

2.12. "Services" shall mean the services provided by MEDAVISE that form the MEDAVISE BILLING SOLUTION.

2.13. "Term" shall have the meaning given to it in Section 7.1.

2.14. "User" shall mean Customer's Personnel who may be designated by Customer as an authorized user of any Service, including the MEDAVISE BILLING SOLUTION.

3.   SCOPE.

3.1. Use. MEDAVISE shall provide the MEDAVISE BILLING SOLUTION and MEDAVISE Services to Customer for use in accordance with this Agreement during the Term. Customer may use the MEDAVISE BILLING SOLUTION and the Services at Customer's Practices designated herein, for processing completing and submitting Federal Workman Compensation claims to the US Department of Labor and not for any other purpose. Distribution, sublicense, timesharing, rental, service bureau usage or other similar purposes are prohibited. MEDAVISE may, at MEDAVISE's sole discretion, upgrade, update, modify, enhance and/or repair the Services, and/or MEDAVISE BILLING SOLUTION from time to time, provided that MEDAVISE shall give reasonable notice to Customer prior to making such changes if they are reasonably likely to have a material effect on Customer's use of the Services, and/or MEDAVISE BILLING SOLUTION. Customer may not modify the MEDAVISE BILLING SOLUTION.

3.2. Limited License. MEDAVISE grants Customer for the Term a non-exclusive, Practice-specific, non-transferable, revocable license to use via MEDAVISE BILLING SOLUTION, the object code version of the MEDAVISE BILLING SOFTWARE for the limited purposes set forth in this Agreement. Customer has no rights in or to the Services, and/or MEDAVISE BILLING SOFTWARE except those expressly granted by this Agreement. Customer shall not undertake to copyright, trademark or patent the Services, and/or MEDAVISE

BILLING SOLUTION, or any component thereof. Customer shall not, and shall not attempt to, reverse engineer, disassemble or decompile the MEDAVISE BILLING SOFTWARE, or permit cause or enable any third party to do so. Customer shall not sell, transfer, publish, disclose, display or otherwise make available the Services, and/or MEDAVISE BILLING SOLUTION or copies thereof in any form whatsoever, including flow charts, reports, recommendations, logic diagrams, object code, source code and technical documentation, to any third party without the prior written approval of MEDAVISE. Customer shall secure and protect the Services, and/or MEDAVISE BILLING SOLUTION and all copies thereof in a manner consistent with the maintenance of MEDAVISE's rights herein and take appropriate action by instructing Customer's Personnel who are permitted access to the Services, and/or MEDAVISE BILLING SOLUTION to satisfy Customer's obligations under this Agreement. Any changes, advice, modifications, enhancements or evaluations of or concerning the Services, and/or MEDAVISE BILLING SOLUTION generated or proposed by Customer shall be the exclusive property of MEDAVISE and shall not give Customer any right, title or interest in or to the Services, and/or MEDAVISE BILLING SOLUTION. All ideas, concepts, know-how or techniques relating to the Services, and/or MEDAVISE BILLING SOLUTION developed by either Party in connection with this Agreement shall be the exclusive property of MEDAVISE.

3.3   MEDAVISE shall provide the following limited Services:

3.3.1. Implementation Services of MEDAVISE BILLING SOFTWARE™ (not to exceed 2 hours of Service*)

(a)   MEDAVISE shall set up Provider's Personnel access and use permissions to MEDAVISE as a web application based on roles defined by Customer.

3.3.2   Training (not to exceed 2 hours of Service*)

(a)   MEDAVISE shall provide one (1) two-hour scheduled training session by webinar for Customer Personnel in connection with MEDAVISE SaaS.

3.3.3   Application Hosting Services

(a)   MEDAVISE BILLING SOLUTION shall be delivered via MEDAVISE SaaS and hosted by MEDAVISE BILLING during the Term.

(b)   MEDAVISE shall provide its standard technical support (9 AM to 4 PM ET US). The scope of support shall be limited to the MEDAVISE Application and data access of the

MEDAVISE BILLING API. All other support, including technical support of any other information technology service, custom report generation, shall be invoiced as Additional Services at MEDAVISE's then standard billing rate.

(c)   MEDAVISE shall support supervisor and standard User access permission roles as defined by the Customer.   Application access will be defined by User/Personnel email addresses provided by Customer.

3.3.4 MEDAVISE BILLING SOLUTION

(a)   MEDAVISE BILLING SOLUTION shall update data at fifteen (15) minute intervals.

3.3.5 Data/Storage Management Service

(a)   MEDAVISE shall host no more than 12 months of Customer data at any given time.

3.4   Terms and conditions denoted with and asterisk * shall indicate that the Parties agree that where additional Services exceed the maximum number of hours allotted for the above enumerated tasks, Customer shall pay MEDAVISE its then current rate for such "Additional Services".

4   FEES AND TAXES.

4.1   <u>Fees</u>. Customer shall pay MEDAVISE sums equal to the following:

•Ten percent (10%) of all monies received for Customer services initially billed through the MEDAVISE BILLING SOLUTION.

•Forty percent (40%) of all monies received for Customer services previously billed through a third-party and audited or rebilled by MEDAVISE BILLING SOLUTION.

•Customer approves MEDAVISE BILLING automatically fee increase by three percent (3%) every twelve months.

•All Fees are due upon receipt of an invoice.

4.2   <u>Taxes</u>. In addition to the Fees, Customer shall pay any current and future local, state and federal taxes and duties applicable to this Agreement, including all income, sales, use and services taxes, excluding, however, all taxes on or measured by MEDAVISE's net income.

4.3   <u>Past Due Amounts</u>. Interest shall accrue on all amounts past due under this Agreement at the lesser of one and eight-tenths percent (1.8%) per month or the maximum rate

of interest allowed by applicable law.

5 PROPRIETARY RIGHTS.

5.1 Customer's Rights. Customer shall own all data captured by the Customer's hardware; provided, however, that MEDAVISE, in its sole discretion, shall have the unrestricted, perpetual right and license to view and use all data acquired by or derived from the MEDAVISE BILLING SOLUTION in the manner set out under its then current Privacy Policy and/or any manner whatsoever provided that its source is kept anonymous and confidential by MEDAVISE.

5.2 MEDAVISE Rights. All right, title, and interest in all patents, copyrights, trademarks, trade secrets and other intellectual property rights in the MEDAVISE BILLING SOLUTION and the Services, including all Results, reports and other work product, are and shall remain solely MEDAVISE's.

5.3 Transfer of Protected Information: Customer will handle and transmit all data for processing by MEDAVISE BILLING SOLUTIONS in compliance with all federal and state laws protecting health and/or financial information, including but not limited to compliance with the "Security Standards for the Protection of Electronic Protected Health Information," found at 45 CFR Part 160 and Part 164, Subparts A and C, commonly known as the Security Rule. Customer agrees to fully indemnify MEDAVISE for any violation of protected information law(s) associated with the the handling and transport of MEDAVISE claims on behalf of the Customer.

5.4 Confidential Information. Each Party shall at all times, both during the term of the Agreement and for a period of two (2) year(s) thereafter, keep in confidence all of the other Party's Confidential Information. Each Party shall use the other Party's Confidential Information solely for the performance of its obligations under of this Agreement and the purposes contemplated hereby. Neither Party shall disclose the other Party's Confidential Information to any person except its Personnel to whom it is necessary to disclose the Confidential Information in furtherance of this Agreement, providing they have agreed to receive it under terms at least as restrictive as those specified in this Agreement. Each Party shall take commercially reasonable measures to maintain the confidentiality of the other Party's Confidential Information, but never less than the standard of care that an ordinary prudent business would exercise to maintain the secrecy of its own confidential information. Medical, financial and patient information protected by law relating to provider patients shall be kept confidential unless disclosure is necessary to

process Provider Claim and then may be used for such lawful purpose.

5.5   Exceptions to Confidential Information. Confidential Information shall not include information to the extent that: (i) such information is or becomes publicly available other than through any act or omission of either Party in breach of this Agreement; (ii) such information was rightfully received by the receiving Party, other than under an obligation of confidentiality, from a third party who had no obligation to the other Party not to disclose such information to others; (iii) such information was rightfully in the possession of the receiving Party at the time of the disclosure; or (iv) a law or court order mandates the disclosure of such information, provided that prior to such disclosure the disclosing Party shall give sufficient notice to the other Party so that the other Party may take reasonable steps to oppose or limit such disclosure. The Party upon which the obligation to disclose is imposed pursuant to the foregoing clause (iv), agrees to support and participate in the pursuit of a protective order if the other Party so requests. If a protective order is not obtained or if the provisions of this Agreement are waived in writing by the disclosing Party, the Party being compelled to disclose the Confidential Information agrees to furnish only that portion of the Confidential Information which it is advised by written opinion of counsel is legally required. If such Confidential Information is disclosed under Court Order then such Confidential Information shall remain confidential in accordance with this Agreement and the Court Order to the extent permitted by applicable law.

6   WARRANTIES AND RELATED MATTERS.

6.1   Warranties. No specific result from the provision of the MEDAVISE Services, Services or the MEDAVISE BILLING SOLUTION is assured or guaranteed.

6.2   Disclaimer. EXCEPT AS EXPRESSLY PROVIDED IN SECTION 6.1, NEITHER MEDAVISE NOR MEDAVISE's PERSONNEL, AGENTS, AFFILIATES, SUBCONTRACTORS AND LICENSORS, MAKES ANY EXPRESS OR IMPLIED WARRANTIES OR REPRESENTATIONS OF ANY KIND, IN LAW OR EQUITY, WITH RESPECT TO MEDAVISE SERVICES AND MEDAVISE BILLING SOLUTION OR THE USE THEREOF OR THE RESULTS TO BE OBTAINED THEREFROM. EACH OF MEDAVISE's EMPLOYEES, AGENTS, AFFILIATES, SUBCONTRACTORS AND LICENSORS DISCLAIMS ANY EXPRESS OR IMPLIED WARRANTIES, INCLUDING DISCLAIMING ANY WARRANTIES OF MERCHANTABILITY, FITNESS FOR A

PARTICULAR PURPOSE, UP-TIME, RESPONSE TIME, OR NON-INFRINGEMENT OF THIRD-PARTY RIGHTS. EXCEPT AS EXPRESSLY SET FORTH IN THIS AGREEMENT. SERVICES AND PRODUCTS ARE PROVIDED ON AN "AS IS" BASIS.

6.3   Limitations of Liability. THE LIABILITY OF MEDAVISE AND MEDAVISE PERSONNEL, AGENTS, AFFILIATES, SUBCONTRACTORS AND LICENSORS TO CUSTOMER AND CUSTOMER'S PERSONNEL, AGENTS, AFFILIATES, SUBCONTRACTORS AND CUSTOMERS ARISING OUT OF THIS AGREEMENT AND/OR THE SERVICES AND PRODUCTS PROVIDED TO CUSTOMER HEREUNDER SHALL BE LIMITED TO DIRECT DAMAGES AND SHALL NOT EXCEED, IN THE AGGREGATE, THE AMOUNT OF THE SERVICE FEES PAID BY CUSTOMER TO MEDAVISE UNDER THIS AGREEMENT DURING THE TWELVE (12) MONTHS PRECEDING THE DATE ON WHICH SUCH LIABILITY AROSE. IN NO EVENT SHALL MEDAVISE OR MEDAVISE's PERSONNEL, AGENTS, AFFILIATES, SUBCONTRACTORS AND LICENSORS BE LIABLE FOR THIRD PARTY CONTENT THAT GETS UPLOADED OR INCORPORTED IN ANY WAY INTO DEVELOPMENT TOOLS SOLUTION OR YOUR WEBSITE AND WHICH FAILS TO MEET GUIDELINES OR VIOLATES THE AMERICANS WITH DISABILITIES ACT, §§504, or 508 OF THE REHIBILITATION ACT OF 1973 et seq. OR ANY STATE LAWS REGARDING DISABILITY ACCOMODATIONS, INCIDENTAL, SPECIAL, INDIRECT OR CONSEQUENTIAL DAMAGES (INCLUDING LOST PROFITS OR MISSED SAVINGS) SUFFERED BY CUSTOMER, CUSTOMER's PERSONNEL, AGENTS, AFFILIATES, SUBCONTRACTORS OR END-USER, EVEN IF MEDAVISE HAS PREVIOUSLY BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. IN NO EVENT SHALL A CAUSE OF ACTION BE ASSERTED BY ONE PARTY AGAINST THE OTHER PARTY PURSUANT TO THIS AGREEMENT MORE THAN TWO (2) YEARS AFTER SUCH CAUSE OF ACTION AROSE; PROVIDED, HOWEVER, THAT SUCH LIMITATION SHALL NOT APPLY TO INFRINGEMENT OF MEDAVISE's INTELLECTUAL PROPERTY, BREACHES BY CUSTOMER OF MEDAVISE's INTELLECTUAL PROPERTY RIGHTS OR CUSTOMER'S DUTY OF CONFIDENTIALITY TO MEDAVISE HEREUNDER. PROVIDER SHALL INDEMNIFY MEDAVISE AND HOLD IT HARMLESS

FOR ERRORS AND OMISSIONS, FAILURE TO ABIDE BY LAW, OR FAILURE OF ITS CONTRACTUAL DUTIES UNDER THIS AGREEMENT BY PROVIDER OR ITS THIRD-PARTY BILLING SERVICES PROVIDER.

6.4   Provider agrees to associate Medavise as the EDI Billing Agent/Clearinghouse in your account within the Office of Worker's Compensation Program (OWCP) at the U.S. Department of Labor of the Medical/Billing Provider.

6.5   Provider represents and warrants that it/he/she has satisfied all Customer Responsibilities and will continue to do so throughout the Term of this Agreement.

7   TERM AND TERMINATION.

7.1   Term. The initial term of this Agreement (the "Term") shall be for twelve (12) months from the Effective Date. Commencing 365 days from Effective Date ("Initial Term End") and on each one-year anniversary of the Initial Term End thereafter, the Term shall automatically renew for an additional twelve (12) months unless terminated in writing by either party.

7.2   Termination. Either Party may terminate this Agreement at will with 14 days written notice or immediately for a material breach by the other Party of this Agreement. Notwithstanding the aforementioned notice requirement, MEDAVISE may immediately terminate and accelerate payments if any Fees are more than sixty (60) days overdue.

7.3   Insolvency. MEDAVISE has the right, but not the obligation, to terminate Services and/or accelerate the payments to be made by Customer under this Agreement in the event Customer files for relief under relevant laws seeking insolvency relief, reorganization or a debt restructuring arrangement, or upon any general assignment for the benefit of its creditors, or upon the appointment of a receiver, liquidator or trustee of any of its property or assets, or upon the liquidation, dissolution or winding up of its business. MEDAVISE's rights set forth in this Section shall not operate to the exclusion of, or preempt any other creditor right which MEDAVISE may assert.

8   MISCELLANEOUS.

8.1   Binding Nature and Assignment. This Agreement is binding on the Parties and their respective successors and permitted assigns. MEDAVISE may assign this Agreement to any subsidiary or affiliate under its control, or as part of the sale or assignment of that part of its

business which includes any substantial portion of its information technology, intellectual property assets, or pursuant to any merger, consolidation or other reorganization, without Customer's consent, upon notice to Customer. Customer shall not assign this Agreement without MEDAVISE's prior written consent, which shall not be unreasonably withheld. An assignee of either Party, if authorized hereunder, shall have all of the rights and obligations of the assigning party set forth in this Agreement.

8.2   Integration. This Agreement supersedes all prior and contemporaneous agreements concerning any products and/or Services, including any letter of intent or memorandum of understanding. There are no representations, understandings or agreements between Customer and MEDAVISE relative to this Agreement that are not fully expressed in this Agreement. Each Party acknowledges that it has entered into this Agreement based solely upon the express representations and warranties set forth in this Agreement. Any terms contained in Customer's purchase orders, acknowledgements or other forms shall be void and of no effect. This Agreement may be amended, modified or changed only by a written instrument executed by both Customer and MEDAVISE.

8.3   Severability. If any of the provisions of this Agreement are invalid under any applicable law, rule or regulation, such provisions or portions thereof are to that extent, and only to that extent, deemed reformed, if possible, to cure such invalidity in keeping with the terms of the Agreement to the maximum effect allowed by law.

8.4   Construction. In construing this Agreement, the singular and plural shall each include the other, and this Agreement shall be read accordingly when required by the facts.

8.5   Waiver. No delay or omission by either Party to this Agreement to exercise any right or power under this Agreement shall impair such right or power or be construed to be a waiver thereof.

8.6   Force Majeure. MEDAVISE shall be excused from performance under this Agreement for any period and to the extent that it is prevented from performing any action pursuant to this Agreement, in whole or in part, as a result of delays beyond its reasonable control caused by the other Party or by an act of God, war, civil disturbance, pandemic, terrorism, court order, labor dispute, industry-wide parts shortage, quarantine or pandemic, or other cause beyond its reasonable control, including failures or fluctuations in power, heat, light,

air conditioning or telecommunications or broadband equipment.

8.7   Governing Law. This Agreement shall be governed by state and federal laws within the State of Florida, United States of America without regard to its conflicts of laws provisions.

8.8   Arbitration. *Any and all disputes, controversies, claims, or demands arising out of or relating to this Agreement or any provision hereof, whether in contract, tort or otherwise, at law or in equity, for damages or any other relief, shall be exclusively resolved by binding arbitration. Any such arbitration proceeding shall be conducted exclusively in Hillsborough County, Florida. A Party may appear by phone. There shall be one arbitrator mutually agreeable to the Parties. If the Parties cannot agree, the American Arbitration Assoc. will appoint an arbitrator qualified in SaaS contract law. In any arbitration the Parties shall be responsible for their own costs and expenses of arbitration, including their own attorneys' fees. This arbitration provision shall be enforceable in either federal or state court. Any party to any award rendered in such arbitration proceeding may seek a judgment upon the award and any federal or state court having jurisdiction may enter that judgment. Notwithstanding the foregoing, nothing shall prevent either party from seeking temporary injunctive or other equitable relief to maintain the status quo until the matter in controversy is arbitrated or to determine arbitrability or to enforce arbitration hereunder.*

8.9   Third Party Beneficiary. Except as otherwise provided in this Agreement, this Agreement is made and entered into for the sole protection and benefit of the Parties to this Agreement and is not intended to convey any rights or benefits to any third party, nor shall this Agreement be interpreted to convey any rights or benefits to any other Party except the Parties to this Agreement.

8.10   Survival of Obligations. The obligations of the Parties under this Agreement, at Paragraphs 5.3 and 6, that the Parties have expressly agreed shall survive the expiration or termination of this Agreement or that, by their nature, would continue beyond the expiration or termination of this Agreement, shall survive the expiration or termination of this Agreement for any reason. Upon the expiration or termination of this Agreement for any reason, any charges due and owing either Party shall be paid by the other Party within thirty (30) days.

8.11   Relationship of the Parties. MEDAVISE shall deliver a SaaS software solution as

an independent contractor. Nothing in this Agreement or in the performance of the Services by MEDAVISE shall be construed to create: (i) a partnership, joint venture or other joint business arrangement between Customer and MEDAVISE or any of its affiliates; (ii) any fiduciary duty owed by one Party to the other Party or any of its affiliates; or (iii) a relationship of employer and employee between the Parties.

8.12   Publicity. Each Party agrees that without the written consent of the other Party, which shall not be unreasonably withheld, it shall not use in advertising, publicity or otherwise (including on the Internet) the name of the other Party, or any trademark, trade dress, service mark, trade name, symbol or any abbreviation or contraction thereof owned by or referring to the other Party. Notwithstanding the foregoing, MEDAVISE may mention or describe its work for Customer, and identify Customer as a client in MEDAVISE's marketing materials and proposals, whether in printed or electronic media.

8.13   Third Party Notices. All notices shall be deemed to have been duly given when received via overnight mail with tracking ability to the address of the Party identified herein or at a place designated hereafter in writing by the relevant Party.

8.14   Representation of Counsel; Mutual Negotiation. Each Party acknowledges it has had the opportunity to be represented by counsel of its choice in negotiating this Agreement. This Agreement shall therefore be deemed to have been negotiated and prepared at the joint request, direction, and construction of the Parties, at arms-length, with the advice and participation of counsel, and shall be interpreted in accordance with its terms without favor to either Party.

8.15   Representation on Authority of Parties/Signatories. Each person signing this Agreement represents and warrants that he or she is duly authorized and has legal capacity to execute and deliver this Agreement. Each party represents and warrants to the other that the execution and delivery of the Agreement and the performance of such party's obligations hereunder have been duly authorized, and that the Agreement is a valid and legal agreement binding on such party and enforceable in accordance with its terms.

8.16   Binding Effect of Electronic Execution. Customer agrees that by signing this Agreement electronically it intends to enter into a contract with MEDAVISE and understands that its Electronic signature is binding and shall have the same evidentiary force and effect as an

original written signature.