**WEBCHART**

**Services License Agreement**

This Services License Agreement (the “Agreement”) is by and between Medical Informatics Engineering, Inc. (“MIE”) whose principal place of business is at 6302 Constitution Driv, Fort Wayne, Indiana 46804, USA, and the Customer agreeing to these terms (“Customer”) whose principal place of business is as entered by the Customer.

1. **DEFINITIONS**.

“Authorized User” means a person who is not a Provider, but whose employment or relationship with Customer necessitates that person’s access or use of a Service.

“Business Associate Agreement” means the Business Associate Agreement incorporated into this Agreement and agreed to by Customer. [**Note to MIE: Hyperlink to BAA**]

“Effective Date” means the date that the Customer agrees to the terms of this Agreement by clicking the “I AGREE” button or, if executed, the date that the Agreement is fully executed by MIE and Customer.

“Fees” means any amount payable by Customer to MIE for the provision of Services pursuant to this Agreement as is listed in the WebChart App Store, <https://store.webchart.app/>, or otherwise agreed to by Customer and MIE.

“License” means the license granted to Customer pursuant to Section 2 of this Agreement.

“Provider” means a person who provides medical or other healthcare services on behalf of the Customer. A “Provider” includes, but is not limited to, Physicians, Dentists, Optometrist, Podiatrists, Psychologists, Speech/Language Pathologists, Audiologists, Pharmacists Acupuncturist, Social Workers, Therapists, Counselors, Dieticians, Hypnotists, Occupational Therapists, Physical Therapists, Mid-Level Provider (including Nurse Practitioners, Nurse Midwives, Physician Assistants, Nurse Anesthetists, Advance Practice Nurses, Athletic Trainers, Dental Hygienist) and other individuals providing healthcare services. Providers may also be defined as those who independently write prescriptions, create orders, or bill for patient encounters.

“Services” means the services: (a) chosen by Customer at the WebChart App Store: <https://store.webchart.app/>; and, (b) any and all other services, products or software provided by MIE to Customer.

“Territory” means the United States of America.

1. **LICENSE**.
   1. Grant of License.Subject to the terms and conditions herein, MIE grants Customer a nonexclusive, nontransferable license to use the Services solely within the Territory. Customer acknowledges that it is not being sold any product or Service and that Customer’s use of the Services is in the nature of a license only.
   2. Application of Use.Customer shall under no circumstances assign, transfer, disclose, sub-license, or allow or permit any other person within its reasonable control (including without limitation, any employee or agent) to assign, transfer, disclose, or sub-license the Services (in any format) or the License to any other person or entity, and any purported attempt to do so shall be deemed to be a material breach of this Agreement. Further, if Customer obtains knowledge of such prohibited assignment, transfer, disclosure, or sub-license to any person within its reasonable control (whether by knowledge of such person’s activities or by notice from MIE), Customer shall prevent or remedy such prohibited activity.
   3. Use by Providers and by Authorized Users. The Fees paid by Customer shall be based upon the number of Providers and Authorized Users using the Services upon the Effective Date of this Agreement unless otherwise set forth in the WebChart App Store, and as may be updated by Customer or MIE pursuant to the terms of this Agreement. Each Provider and Authorized User will be provided an account, which may not be accessed by any other Provider or Authorized User. Customer shall provide notice to MIE of additional Providers and Authorized Users that have used or will use the Services that were not identified to MIE as of the Effective Date and shall continue to update that list quarterly or as requested by MIE. If Customer allows more Providers and Authorized Users to utilize the Services than what is identified, MIE reserves the right to charge additional Fees for the Providers and Authorized Users.
   4. Prohibition on Third Party Access.Under no circumstances shall Customer allow any person or entity that is not a Provider or Authorized User to access or use the Services. Customer shall be solely responsible for each Provider’s and Authorized User’s compliance with this Section 2.4 and shall provide the appropriate training to and monitoring of each Provider and Authorized User to ensure compliance with this Agreement.
   5. Additional Fees. Customer shall pay any implementation, project management, license and other applicable one-time fees, and shall pay the monthly, annual, or other applicable Fees for the Services upon adding a Provider.
   6. Limitations and Restrictions on Use of the Services. Customer hereby acknowledges that it will obtain the Services by accessing a website. Subject to Section 7.10, Customer shall not access, or attempt to access, the Services through any other method. Except as expressly authorized herein, Customer shall not:
      1. copy, decompile, reverse, engineer, disassemble, modify or create derivative works from the Services, or any part thereof, or attempt to do any of the preceding actions;
      2. use the Services for any purpose other than the purpose for which they are provided;
      3. use the Services or allow any Provider or Authorized User to use the Services for any illegal, indecent, obscene, threatening, harassing, defamatory, malicious, fraudulent or inappropriate reasons; or
      4. allow Providers or Authorized Users that have been terminated by Customer or are no longer contracted or employed by Customer to access the Services.
   7. No Software License or Trademark Rights. Customer acknowledges that it is not being granted any license to any software pursuant to this Agreement. No license, right or interest in any MIE (or MIE’s licensors’) trademark, trade name, or service mark is granted. Any rights not explicitly granted to Customer are expressly reserved by and to MIE.
   8. Compliance with Law and Business Associate Agreement.
      1. Customer hereby agrees to use the Services only in compliance with any applicable law, including, but not limited to, (a) the Health Insurance and Portability and Accountability Act (HIPAA), the Health Information Technology for Economic and Clinical Health Act (HITECH) as well as other international, federal and state laws or guidance from regulatory agencies governing the privacy and protection of protected health information and personally identifiable information (collectively, the “Privacy Laws”); (b) any federal or state laws or regulations governing the delivery of health care services or the billing of health care services, including the delivery and billing of telehealth or telemedicine services, including any federal or state laws or regulations from the U.S. Department of Health & Human Services, the Centers for Medicare and Medicaid Services and the U.S. Drug Enforcement Agency (collectively, the “Healthcare Laws”); and, (c) any recordkeeping or retention laws governing medical, health or other related records (the “Record Retention Laws”). The Healthcare Laws, the Privacy Laws and the Record Retention Laws are collectively referred to herein as the “Laws”. Customer shall be solely responsible for each Provider’s and Authorized User’s compliance with the Laws and shall immediately notify MIE in writing of any violation or suspected violation of the Laws as it relates to Customer’s, a Provider’s or an Authorized User’s use of or access to the Services or access to the Services by a user that is not authorized. Customer acknowledges that the Services and all related technical information and materials are subject to export controls under the U.S. Export Administration Regulations and the applicable export controls of the United State of America, including any changes to those regulations that take effect after your agreement to obtain the License. You agree to (a) comply strictly with all legal requirements established under these controls, (b) cooperate fully with MIE in any official or unofficial audit or inspection that relates to these controls and (c) not export, re-export, divert or transfer, directly or indirectly, any such item or direct products thereof to any country that is embargoed.
      2. Customer, its Authorized Users and Providers have obtained any and all necessary consents, authorizations or permissions required by applicable law, including the Laws, to process any data, including PHI and PII, to the extent that such data is processed using the Services.
      3. Customer understands that the use of the Services is also governed by the Business Associate Agreement incorporated herein and agrees to all terms of the Business Associate Agreement.
   9. Title and Protection. In the event that Customer violates this Agreement and copies, translates, modifies, adapts or creates a derivative work from the Services, Customer agrees that MIE or its licensors will own all rights in any resulting work product. If, by operation of law, any person is deemed to possess any rights in such items (“Author”), Customer will cause the Author to assign such rights to MIE and its licensors. To the extent that such rights are inalienable under applicable law, Customer will cause the Author to waive and agree not to exercise such rights and, if such waiver and agreement are deemed invalid, to grant MIE, its licensors and their designees the exclusive, perpetual, irrevocable, worldwide and royalty-free right to use, market and modify such items without identifying the Author or seeking the Author's prior consent. Upon MIE’s request, Customer will cause the Author to execute any instrument that is appropriate to give full legal effect to the provisions of this Section. Customer further agrees not to remove from the Services any copyright and proprietary information notices.
   10. Reports and Audits. MIE or its designee may audit the computer equipment and records used by Customer in receiving the Services to determine whether Customer has complied with its obligations under this Agreement. In the event that such audit reveals use of the Services beyond the scope permitted by this Agreement, MIE may, at its option, either: (i) invoice Customer, and Customer will promptly pay MIE the additional Fees for the additional use and reimburse MIE for the costs of conducting the audit, or (ii) in the case of a violation of Section 2.7, pursue MIE’s remedies for a material breach of this Agreement and reimbursement for the costs of the audit. Further, if MIE’s audit reveals any material breaches of this Agreement, MIE may obtain any remedies available to it under this Agreement. MIE’s access and audit rights shall survive for a period of two (2) years after termination of this Agreement.
   11. Term of Agreement. The term of the Agreement shall be for a period of three (3 ) years from the Effective Date (the “Initial Term”). At the end of the Initial Term this Agreement shall automatically renew for individual terms of one (1) year (each a “Renewal Term”). The Initial Term and the Renewal Terms are sometimes collectively referred to herein as the “Term.”
   12. Updates. Customer acknowledges that the Service may require the user to accept and allow installation of periodic updates to software controls needed to support the WebC hart software application. Customer agrees that the installation process for updates will be accepted as a necessary component to enable proper performance of the Service.
   13. Terms of Use/Portal Terms. Customer acknowledges that it shall cause its Authorized Users and Providers to agree to MIE’s standard Terms of Use, Portal Terms and/ or Telehealth Terms of Use (collectively, the “Terms of Use”). Customer further acknowledges and agrees that any patient or client of Customer that accesses any portal or telemedicine platform as part of the Services will also have to comply with the Terms of Use.
   14. Support. All support and implementation for the Services shall be as set forth on the WebChart App Store or as determined by any agreement entered into by Customer and a MIE authorized reseller, as applicable.
2. LIMITATION ON COMPETITION. Customer hereby warrants and represents that its use of the Services is not for the purpose of competing with MIE or enabling any third parties to compete with MIE. Customer shall be responsible for each Provider’s and Authorized User’s compliance with this Section.
3. LIMITED WARRANTY, INDEMNIFICATION, DISCLAIMERS, LIMITATIONS.
   1. Limited Warranty. MIE warrants that it is the owner of, or otherwise has the right to license the Services to Customer. MIE further warrants that the Services will perform in accordance with MIE’s standard documentation during the Term. In the event that MIE breaches the preceding performance warranty, and such breach has not been cured within sixty (60) days, Customer’s only remedy is termination of this Agreement pursuant to Section 5. The limited warranty set forth in this Section will be null and void upon Customer’s material breach of this Agreement.
   2. Indemnity.
      1. MIE shall indemnify Customer against any final non-appealable judgment award issued from a court of competent jurisdiction against Customer that is caused by a direct violation of any valid third party United States copyright, patent rights, trade secrets, or trademark due to the use of the Services as contemplated herein (other than a liability caused by Customer or due to the use of any third party software or hardware). To obtain such indemnity, Customer must provide written notice to MIE within 10 days of becoming aware of any such claim or violation and fully cooperate with MIE in the defense of such claim or violation. MIE shall conduct the defense and any settlement negotiations in any such third-party action arising as described herein. MIE’s indemnification is limited to the Services in the form provided to Customer by MIE and does not cover any claims arising from modifications or use of the Services in combination with software or other items not provided by MIE. If a third party infringement claim causes Customer’s quiet enjoyment and use of any Service to be stopped, MIE shall be entitled, at MIE’s own expense and option, and as Customer’s sole remedy, to either (i) replace the Service at issue, or part thereof, with a functionally equivalent and non-infringing product; or (ii) modify the Service at issue so it becomes non-infringing and performs in a substantially similar manner; or (iii) obtain a license for Customer to continue use of the Service at issue; or (iv) refund to Customer any Fees paid by Customer for the License related to the Service at issue for only that time period in which Customer was not able to utilize the Service, which refund shall not equate to more than what was paid by Customer during the immediately preceding twelve (12) months prior to the date that Customer was not able to utilize the Services.
      2. Customer shall defend, indemnify and hold MIE harmless from any liability, claim, loss, expense or costs (including reasonable attorneys’ fees) relating to or arising out of: (i) any claim or allegation that any information, design, specification, instruction, data, modifications or enhancements to any Services, or other material furnished by Customer (collectively, the “Material”) infringes a valid copyright, patent or other intellectual property right of a third party in the United States; (ii) any claim or allegation that Customer, Authorized User, Providers or any other employee or agent of Customer breached this Agreement or violated the Laws; (iii) any claim or allegation that arises out of the use of the Services by Customer, an Authorized User, a Provider or any other individual or entity using the Services through Customer; (iv) any claim or allegation that arises out of any curative, therapeutic, clinical, diagnostic or medical advice, care or information provided by the Customers, Authorized Users or Providers through the Services, including through any telemedicine platform, messaging or other electronic exchange; (v) any failure by Customer, an Authorized User or Provider to obtain any and all necessary consents, authorizations or permissions required by applicable law, including the Laws, to process any data, including PHI and PII; and (vi) any failure by Customer, Authorized Users or Providers to maintain any records in compliance with the Laws. MIE shall have the option to conduct the defense of any such claims at Customer’s expense or have Customer retain control of the defense. MIE will provide Customer with the assistance, information, and authority reasonably necessary to perform its defense of the claim should Customer retain control of the defense and Customer will reimburse MIE for reasonable out-of-pocket expenses incurred by it in providing such assistance. Customer shall receive the written permission of MIE prior to settling any claims, which permission shall not be unreasonably withheld. In the event that any Material is believed by Customer to infringe upon a third party’s intellectual property right, Customer will, at its option and expense, either (i) modify the Material to be non-infringing while providing functionally equivalent performance; (ii) obtain for MIE a license to continue using the Material; or (iii) require return of the infringing Material and all rights thereto from MIE.
      3. This Section 4.2 constitutes the entire liability and exclusive remedy of either party with respect to any infringement claim.
   3. Disclaimers and Limitations.
      1. MIE does not make any, and expressly disclaims all, warranties, conditions and representations other than the warranties, conditions and representations expressly made in this Agreement, whether oral or written, express or implied, or arising by usage of trade or course of dealing, including, without limitation, the warranties of merchantability, fitness for a particular purpose, satisfactory quality, title and non-infringement. The remedies set forth herein will be the sole and exclusive remedies of Customer.
      2. The parties understand that Customer may use certain third-party software or equipment in conjunction with the Services. MIE makes no warranties or representations, express or implied, as to the quality, capabilities, operations, performance or suitability of the third-party software or equipment, including the ability to integrate same with the Services. The quality, capabilities, operations, performance and suitability of the third-party software or equipment lie solely with Customer and the vendor or supplier of such third-party software or equipment.
      3. MIE shall not be liable for any losses or damages arising from the actions, omissions or negligence of any Provider, Authorized User or patient or client of Customer as it relates to their use of or access to the Service.
      4. MIE shall not be liable for any potential risks associated with the use of telemedicine services, including Customer’s, Provider’s or Authorized User’s failure to comply with the laws or any applicable standard of care. Further, MIE shall not be liable for any delay or inability to provide treatment via telemedicine due to a failure of electronic equipment or internet transmission or a lack of access to medical records or complete treatment information when providing telemedicine services.
      5. The Customer acknowledges that MIE is under no obligation to record any encounter conducted by the Customer, its Providers or Authorized Users via telemedicine and it is the responsibility of the Customer to ensure that any information obtained during the telemedicine encounter is properly documented.
      6. The Customer acknowledges that MIE is not responsible for compliance with the Retention Laws and that any retention of medical or other records is the sole obligation of the Customer and the Providers. The Customer and the Providers shall not direct any patients or other individuals to contact MIE directly to access any records held by MIE. The Customer is solely responsible for responding to any record request made by a patient or individual and shall not request that MIE send any records directly to a patient or individual.
      7. The amounts to be paid to MIE under this Agreement do not include any assumption of risk and MIE will not, under any circumstances, be liable for (i) consequential, indirect, special, punitive or exemplary damages or lost profits, whether foreseeable or unforeseeable, whether claimed under contract, tort, breach, failure of warranty or any other legal theory or (ii) loss of or damage to hardware or software computer systems, Customer data or programming.
      8. The maximum aggregate liability of MIE for all claims under this Agreement will be 100% of the fee received by MIE during the twelve (12) months immediately following the effective date of this Agreement.
      9. The Customer specifically waives its right to participate in any class action or class-wide arbitration brought against MIE related to or arising from the Services or this Agreement.
      10. The limited warranties provided in this Agreement extend only to Customer.
      11. Any action permitted under this Agreement and not brought within 12 months after a party knew or should have known of the occurrence of the act or event giving rise to the liability is barred.
      12. Any Services (including modifications to the Services) provided by MIE to Customer, in addition to the products or Services that MIE has specifically agreed to provide in this Agreement, will be provided subject to this Section 4.3.
      13. The Services provided to Customer are not guaranteed to meet all of Customer’s actual or stated requirements. The Services may require changes, including modifications (including changes and modifications at an additional cost) in order to function in Customer’s unique environment. MIE does not represent and disclaims any warranty that the functioning of the Services will be uninterrupted or error free, or that the Services will meet all of Customer’s requirements.
   4. The parties agree that in the event that any remedy under this Agreement is determined to have failed of its essential purpose, all limitations of liability and exclusions of damages shall be unaffected by such a determination.
4. **BREACH, TERMINATION, SURVIVAL**.
   1. Breach. Upon any failure by either party to perform or comply with any of its material obligations under this Agreement, including the obligation to make payments under this Agreement or any other agreement between MIE and Customer when due, which breach is not cured within 30 days of receipt of written notice, the non-breaching party will have the right, without waiving any right or remedy otherwise available, to cease performance until such failure is remedied or terminate the Agreement.
   2. Termination.
      1. Either party may terminate this Agreement at any time by providing the other party written notice of termination thirty (30) business days prior to such termination. If Customer terminates this Agreement at any time pursuant to this Section 5.2.1, any prepayment of Fees made by Customer shall be nonrefundable to Customer.
      2. Upon the termination of this Agreement, MIE will have the right to discontinue providing the Services to Customer. Upon termination, Customer may obtain any data owned by it and within the possession of MIE by paying MIE’s then-current rates for compiling that data in machine readable format. Customer may also request that MIE provide its data in a specific format, subject to prepayment of MIE’s then-current rate for taking that action. Should Customer not initiate a transfer of data and agree to pay MIE’s then-current rates for compiling the data, as applicable, MIE reserves the right to initiate deletion of any of Customer’s data in accordance with its ordinary procedures for deletion of that information. Termination of this Agreement is without prejudice to any rights of either party against the other and termination will not relieve either party of any of its obligations to the other existing at the time of termination. In the event that this Agreement is terminated by either Customer or MIE, Customer shall pay all Fees due and owing through the date of termination.
   3. Survival. Provisions concerning the parties’ rights and obligations which by the content of the provision operate after termination or which are necessary to enforce any right will survive termination of this Agreement.
5. **PAYMENT AND TAXES**.

All Fees are payable one month in advance, and MIE shall be entitled to retain those Fees whether or not Customer uses the License or the Services. The Fees charged by MIE are subject to change during the Term but shall not increase by more than ten percent (10%) in any calendar year. Any payments due to MIE that remain unpaid 30 days after the due date will be considered delinquent and subject to late penalty Fees of the lesser of 18% per year or the highest rate permitted in any State within the United States from the due date until the amount is paid. MIE reserves the right to suspend or change access to any Services, including altering the access so that it is “read only”, if any payment is not received when due. All amounts payable by Customer to MIE under this Agreement are exclusive of any tax or similar governmental charge that may be assessed by any jurisdiction on the License or performance of Services. Customer is responsible for paying all such taxes, except for any tax on the net income or net worth of MIE.

1. **MISCELLANEOUS**.
   1. Governing Law, Etc. This Agreement will be governed by the internal laws of the State of Indiana, without reference to its choice of law rules, and may be executed in counterparts. If a provision of this Agreement is held invalid under any applicable law, such invalidity will not affect any other provision of this Agreement and such invalid provision shall be deemed modified to the extent necessary to make it valid and enforceable or, if such provision cannot be so modified, it shall be deemed deleted from this Agreement. The venue for litigation regarding any aspect of this Agreement will be in the state courts of the State of Indiana located in Allen County, Indiana or the United States Federal Courts for the Northern District of Indiana, and the parties consent to such jurisdiction.
   2. Attorneys’ Fees and Costs. In the event that MIE institutes, or is made a party to, litigation with Customer or one of Customer’s Providers, Authorized Users, patients or clients regarding the rights and obligations created under this Agreement or the Services, MIE shall be entitled to recover its attorneys’ fees, costs, and expenses incurred in that litigation.
   3. Non-waiver. The failure of either party to enforce any provision of this Agreement will not constitute a waiver of its right to subsequently enforce such provision.
   4. Force Majeure. If the performance of either party is delayed or prevented at any time due to extraordinary circumstances beyond its reasonable control, performance will be excused until such condition no longer exists, except that this Section 7.4 does not excuse the obligation of either party to make payments to the other party when due, nor does it excuse either party from its obligations under Section 7.9 (Nondisclosure Obligations) of this Agreement.
   5. Notices. All notices will be in writing and sent by certified mail or express courier to the address indicated below for MIE or such other address as MIE may indicate by prior written notice to Customer. In addition to providing written notice to MIE via certified mail or express couriers, a copy of all such notices shall be sent to the following email address: [legal@mieweb.com](mailto:legal@mieweb.com).

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| If to MIE: | MIE, Inc.  Attn: CEO  6302 Constitution Drive  Fort Wayne, IN 46804 |

MIE may send notice to Customer via email to the email address given at registration by Customer.

* 1. Integration, Purchase Order, Invalidity. This Agreement constitutes the true will of the parties and the entire agreement between them with respect to the Services and the license to use the Services, and this Agreement supersedes all previous communications between the parties. This Agreement may only be altered or modified by written instrument duly executed by both parties or as otherwise set forth herein. In the event of any conflict between the terms and conditions of this Agreement and the terms and conditions of any other agreement, purchase order or SOW entered into by the Customer and MIE, the terms and conditions of this Agreement will control. In the event that any portion of this Agreement is found to be invalid or unenforceable, the parties agree that such a finding shall have no effect on the remaining portions of the Agreement.
  2. Cooperation. Both parties will reasonably cooperate with the other in connection with each other’s performance. Customer acknowledges that the timely provision of and access to office accommodations, facilities, equipment, assistance, cooperation, complete and accurate information and data from its officers, agents, and employees, and suitably configured computer products are essential to performance of any Services and Support Services. If the relevant project or any project assumptions are changed by Customer or any other person, MIE will not be responsible for any Services arising from the change unless Customer and MIE specifically consent to the change, scheduling, and additional charges, if any, in a written document signed by both of them.
  3. Assignment. The Agreement shall be binding upon and inure to the benefit of the parties and their respective successors and permitted assigns. Customer will not assign or sublicense, in whole or in part, by way of a stock or asset sale or otherwise, any of its rights or obligations under this Agreement without the prior written consent of MIE, which consent will not be unreasonably withheld or delayed. Any prohibited assignment or sublicense of this Agreement is void.
  4. Nondisclosure Obligation.
     1. Subject to Section 7.10, any information provided by MIE to Customer marked “confidential” under this Agreement (“Confidential Information”) is confidential and will not be disclosed, orally or in writing by Customer to any third party without MIE’s prior written consent.
     2. MIE will keep confidential and not disclose any proprietary information or Confidential Information of Customer to which MIE is permitted access or which is disclosed to MIE by Customer without Customer’s express written consent, except in connection with providing Services to Customer. The Customer’s Confidential Information will include all patient data, to which MIE make no claim of ownership.
     3. Neither party will have any obligation of confidentiality with regard to information which (i) is or becomes a part of the public domain through no act or omission of such party, (ii) was in such party's lawful possession prior to the disclosure thereto and had not been obtained by such party either directly or indirectly from the disclosing party, (iii) is lawfully disclosed to such party by a third party without restriction on disclosure, (iv) is independently developed by such party, or (v) is required to be disclosed by law.
     4. Customer agrees that if Customer breaches any of its obligations of confidentiality, MIE will be irreparably harmed and in addition to all other remedies, MIE is entitled to relief in equity, including an injunction, without the necessity of proof of actual damage.
     5. If Customer supplies MIE with personal data, including protected health information, or otherwise gives MIE access to personal data, Customer represents that it has permission from the owner of the information to grant such access or that Customer is otherwise allowed by applicable law to grant such access.
  5. MIE Policy on Communications Condition of Certification Requirements. MIE acknowledges and agrees that notwithstanding any other provision of this Agreement, including Section 7.9, MIE cannot restrict or prohibit any written, oral, or electronic communications made by the Customer as outlined in the ***WebChart EHR Policy on Communications Condition of Certification Requirements***. Customer acknowledges and agrees that it has read the Policy and understands its rights under the Policy.
  6. Relationship of Parties. The relationship of the parties is that of independent contractors dealing at arms-length and nothing in this Agreement will be construed so as to constitute the parties as partners, joint ventures or co-owners or empower either party to act for, bind or otherwise create or assume any obligation on behalf of the other and neither party will hold itself out as entitled to do the same.
  7. Interpretation. In the event of a dispute between the parties, this Agreement will not be construed for or against either party but will be interpreted in a manner consistent with the intent of the parties as evidenced by the terms of this Agreement. Unless otherwise specified, “days” means calendar days.

**[MIE: Use the following for the Click Thru Agreement]**

**Agreement to *Webchart Services License Agreement*:**

**The Customer acknowledges and agrees that it has read the Webchart Services License Agreement and agrees to all terms contained therein.**

**By clicking “I AGREE” the Customer, by its duly authorized representative, agrees to be bound by all terms of the Webchart Services License Agreement.**

**Agreement to *Business Associate Agreement [Note to MIE: Link BAA HERE]*:**

**The Customer acknowledges and agrees that it has read the Business Associate Agreement and agrees to all terms contained therein.**

**By clicking “I AGREE” the Customer, by its duly authorized representative, agrees to be bound by all terms of the Business Associate Agreement.**

**[MIE: Use the following for the hard copy/executed Webchart Services License Agreement]**

MIE and Customer, by their duly authorized representatives, do hereby execute this Webchart Services License Agreement as of the dates set forth below:

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| --- | --- |
| **“MIE”**  **Medical Informatics Engineering, Inc.**  By: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  Printed Name: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  Title: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ | **“Customer”**  **\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**  By: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  Printed Name: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  Title: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ |

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