

HANDSHEALEHR.COM

SERVICE SUBSCRIPTION AGREEMENT

This Service Subscription Agreement (the “Agreement”) is made between Hands Heal Electronic Health Records, LLC (“HHEHR”), a Washington limited liability company, and the person or entity whose name is entered below (the “Subscriber” or “you”) (individually and collectively, the “Parties”).

HHEHR provides health record services by subscription for individual massage therapists, massage clinics, and massage schools through its website, www.handshealehr.com (the “Site”), where subscribers can maintain client health records. By signing up for a subscription plan with HHEHR at www.handshealehr.com/pricing.asp and checking “I AGREE” below, you are agreeing to use your account and all subaccounts, if any, in accordance with the following terms and conditions.

1. Definitions:

- 1.1 **Applicable Law** means all applicable federal, state, and local laws, statutes, ordinances, rules, and regulations of any jurisdiction or agency including, health-care and privacy statutes and any regulations promulgated and in effect under such statutes.
- 1.2 **Authorized Personnel** means a person (such as a clinic massage therapist or massage school student) (1) given authority by Subscriber to create an Authorized Personnel Account to use the Services in accordance with this Agreement, including creating and managing User Accounts, and (2) whom Subscriber has identified by legal name in Subscriber’s account.
- 1.3 **Authorized Personnel Account** means an account created by Authorized Personnel to use the Services as a subaccount to a Subscriber Account.
- 1.4 **Confidential Information** means any information relating to HHEHR’s business, financial affairs, current or future products or technology, trade secrets, customers, or any other information that is treated or designated by HHEHR as confidential or proprietary, or would reasonably be viewed as confidential or as having value to HHEHR’s competitors. Confidential Information does not include information that is publicly available or becomes known to the public other than as a result of disclosure by Subscriber or Authorized Personnel.
- 1.5 **Personal Information** means information specific to Subscriber’s patients and/or clients, including name, address, phone number, email address, and insurer.
- 1.6 **Personal Health Information** means health related information of Subscriber’s patients and/or clients, including any information constituting a medical record.
- 1.7 **Privacy and Data Security Requirements** means all applicable privacy and data security requirements and generally accepted industry standards and any applicable successor provisions, including but not limited to the Health Insurance Portability and Accountability Act (HIPAA).
- 1.8 **Subscriber Account** means an account created by Subscriber to use the Services.

- 1.9 **Subscriber Account Information** means all information submitted or uploaded for the Services and/or to Site by Subscriber, including all information submitted or uploaded by Authorized Personnel or Users, Personal Information, and Personal Health Information.
- 1.10 **Services** means the services provided by HHEHR under this Agreement.
- 1.11 **User** means a patient and/or client to whom Subscriber or Authorized Personnel have given login credentials for the purpose of accessing the User's stored records in an individual "**User Account.**" A User is not permitted to use the Services other than to access records in his or her User Account.

2. **HHEHR Services**

2.1 Registration of Subscriber Account

- 2.1.1 This Agreement is effective as of the date that Subscriber (1) has selected a subscription plan at www.handshealehr.com/pricing.asp; (2) has executed this Agreement by clicking "I AGREE" below; and (3) has set up an account on the Site (the "**Effective Date**").
- 2.1.2 Subscriber agrees, represents, and warrants that all information submitted by Subscriber to set up the Subscriber Account is true and accurate.
- 2.1.3 By setting up a Subscriber Account, Subscriber represents and warrants that it has read and agrees to (1) the terms of use for HHEHR's Site, available at www.handshealehr.com/documents/terms.pdf, and (2) HHEHR's privacy policy, available at www.handshealehr.com/documents/policy.pdf.

2.2 Grant of License to Use HHEHR Services. Subject to the terms of this Agreement, HHEHR grants Subscriber a non-exclusive, personal, non-transferable, limited license to use the Services, and a non-exclusive, personal, non-transferable, limited license to use any computer or mobile applications furnished by HHEHR for access or use of the Services.

- 2.2.1 Subscriber may not: (a) make the Services, in whole or in part, available to any other person, entity, or business except in accordance with the subscription plan selected by Subscriber and the terms and conditions of this Agreement; (b) copy, reverse engineer, decompile, or disassemble the Services, in whole or in part, or otherwise attempt to discover the source code to the programs, software, or applications used by the Services; or (c) modify, combine, integrate with, or otherwise make the Services accessible to any other software or services not provided or approved by HHEHR.
- 2.2.2 By entering into this Agreement and using the Services, Subscriber obtains no rights to the Services or any component thereof, except for the limited license expressly granted by this Agreement. HHEHR also reserves the right to revoke access to the Services at any time, for any reason.
- 2.2.3 Subscriber understands and agrees that licenses to use the Services are not transferable between Subscribers or Authorized Personnel. For example, if a massage school, as the Subscriber, purchases a license for a student, and the

student graduates, the school must obtain a new license to replace that of the departing student. With the consent of the school, the graduating student may retain his or her Account, but the student must purchase a separate subscription to obtain a license to use the Services and access the Account.

2.2.4 The rights granted under this Section 2 terminate immediately upon expiration, termination, and/or Subscriber's breach of this Agreement.

2.3 Use of Accounts.

2.3.1 The Services, Site (including HHEHR's programs, software, or applications) may be used to set up Subscriber Accounts, Authorized Personnel Accounts, and User Accounts only as provided in this Agreement. Subscriber remains solely responsible for all use and content of Subscriber's Account, including the use and content of Authorized Personnel Accounts and User Accounts.

2.3.2 Subscriber. Only Subscriber may obtain, access, manage, or otherwise use Subscriber's Account. Subscriber may authorize up to the number of Authorized Personnel Accounts and User Accounts paid for under the plan selected by Subscriber. For plan pricing, go to www.handshealehr.com/pricing.asp. Subscriber is solely responsible to ensure that each Authorized Personnel (a) has the authority to use the Services; (b) has knowledge of the terms of this Agreement and uses the Services only in accordance with this Agreement; and (c) has one and only one logon credential and uses only that unique credential for accessing and using the Services. Subscriber agrees to implement and maintain all reasonable and necessary systems and protocols to ensure that Subscriber, Authorized Personnel, and User credentials for accessing their respective Accounts are protected by all Privacy and Data Security Requirements. Subscriber must immediately notify HHEHR if authorization to use the Services is withdrawn for any Authorized Personnel.

2.3.3 Authorized Personnel. Only Subscriber and Authorized Personnel may obtain, access, manage, or otherwise use Authorized Personnel Accounts.

2.3.4 Users. Subscriber and Authorized Personnel may permit Users to create User Accounts subject to the capacity and functionality limits of the Site and HHEHR's software and according to the plan selected by Subscriber. For plan pricing, go to www.handshealehr.com/pricing.asp. Subscriber is solely responsible to ensure that each User has one and only one discrete User Account and that each User uses only his or her unique credentials for accessing records in that User Account. Subscriber further agrees to implement and maintain all reasonable and necessary systems and protocols to ensure that a User's credentials for accessing his or her User Account are protected by all Privacy and Data Security Requirements.

2.4 No Third-Party Access. Except as required by law, Subscriber may not, without HHEHR's express prior written agreement, permit any third party (1) other than Authorized Personnel to use or access the Services or (2) other than the User to access that User's Account. Subscriber agrees to notify HHEHR promptly of any

unauthorized use or access of the Services, including any service or system that seeks to integrate with HHEHR's Services.

2.5 Automatic Payment for HHEHR Services & Automatic Renewal of Subscription.

2.5.1 In exchange for HHEHR providing the Services, Subscriber agrees to pay to HHEHR the applicable fees for the subscription plan selected by Subscriber. Subscriber understands and agrees that all fees paid are **non-refundable**, except that HHEHR will refund a pro rata portion of monthly Service fees for amounts paid in advance as provided in Section 12.

www.handshealehr.com/pricing.asp.

2.5.2 Unless agreed otherwise in writing, **PAYMENT IS AUTOMATICALLY CHARGED** to the credit card you provided when setting up your account(s).

2.5.3 Subscriber agrees that the fees are consistent with fair market value in an arm's-length transaction and that the fees charged by HHEHR in this Agreement reflect the allocation of risks as set forth herein. By entering into this Agreement, Subscriber acknowledges and represents that it has read and understands these allocations of risk limiting the liability of HHEHR, and that it understands that a modification of the allocation of risks would affect the fees charged, and that Subscriber, in consideration of the fees, agrees to such allocation of risk.

2.5.4 If Subscriber's credit card on file expires or is denied for payment, HHEHR will send Subscriber notice to update the credit card information. If Subscriber fails to update the credit card to allow for payment within thirty (30) days, HHEHR may in its sole discretion and without limitation terminate the Services without notice and close Subscriber's Account, as well as the associated Authorized Personnel and User Accounts.

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2.5.5 **AUTOMATIC RENEWAL**: To maintain continuity of the Services, Subscriber's subscription plan and this Agreement automatically renew for one year upon expiration of the term, unless Subscriber terminates this Agreement, as provided in Section 12.

BY CLICKING "I AGREE" BELOW, SUBSCRIBER GIVES ITS CONSENT FOR **AUTOMATIC RENEWAL** OF THE SERVICES, THIS AGREEMENT, AND THE APPLICABLE FEES **WITHOUT FURTHER NOTICE** UNLESS THE AGREEMENT IS TERMINATED AS SET FORTH HEREIN.

3. Use of Information

3.1 Subscriber hereby authorizes HHEHR to use and disclose Subscriber Account Information as follows:

3.1.1 HHEHR may permit unrestricted access to Subscriber Account Information by Authorized Personnel. Subscriber remains responsible for ensuring that such use of such information is consistent with the relevant legal restrictions.

- 3.1.2 HHEHR may use Subscriber Account Information for the proper management and administration of the Services and to fulfill HHEHR's legal responsibilities, which may include disclosure to third-party business associates that have entered into a business associate agreement. HHEHR may also disclose Subscriber Account Information for such purpose if the disclosure is required by law. Without limiting the foregoing, HHEHR may permit access to its system by developers under contract who have entered appropriate confidentiality agreements.
- 3.1.3 Except as provided under this Agreement, HHEHR will not use or disclose Subscriber Account Information in any manner that would violate the requirements of the Privacy and Data Security Requirements if done by Subscriber.
- 3.2 Subscriber agrees that it remains responsible for all information submitted for the Services or to the Site, including all Subscriber Account Information. Subscriber acknowledges and agrees that federal and state laws other than Privacy and Data Security Requirements may impose additional restrictions on the use and disclosure of certain types of health information, or health information pertaining to certain classes of individuals. Subscriber agrees that it is solely responsible for ensuring that use of the Services by Subscriber, Authorized Personnel, and Users complies with the law, including Privacy and Data Security Requirements, whether or not Subscriber is subject to HIPAA.
- 3.3 Subscriber agrees to immediately notify HHEHR of any breach or suspected breach of the security for information uploaded and/or accessible when using the Services or any unauthorized use or disclosure of information within or obtained from the Services. Subscriber agrees to take all reasonable and necessary action to mitigate the breach, suspected breach, or unauthorized use or disclosure of information, including as HHEHR may direct, and Subscriber agrees to cooperate with HHEHR in investigating and mitigating the same.

4. Intellectual Property Rights.

Subscriber agrees and acknowledges that HHEHR owns all rights, title, and interest in and to the Site and the Services. Nothing in this Agreement or otherwise may be construed to convey to Subscriber any interest whatsoever in the Site or the Services, including, without limitation, any HTML, JAVA, or other programs, software, or applications used in connection with the Services hereunder.

5. Computer Systems

Subscriber agrees to acquire, install, configure, and maintain all hardware, software, software updates, and communications systems necessary to access the Services ("Implementation"). Subscriber's Implementation must comply with the specifications established by HHEHR. Subscriber agrees to ensure that the Implementation is compatible with the Services. If HHEHR notifies Subscriber that the Implementation is incompatible with the Services, Subscriber agrees to eliminate the incompatibility, and HHEHR may suspend Services to Subscriber until the incompatibility is resolved.

6. Subscriber Representations & Warranties. Subscriber represents and warrants to HHEHR that:

- 6.1 In using the Services, the information and content submitted for the Services or to the Site does not infringe or otherwise violate the intellectual property or other rights of others, and will not be otherwise unlawful, infringing, threatening, libelous, defamatory, obscene, pornographic, or in violation of any law.
- 6.2 Subscriber's use of the Site and Services complies with Applicable Law and Privacy and Data Security Requirements. Subscriber acknowledges and agrees that HHEHR gives no assurance that Subscriber's use of the Services will not violate any law or regulation.

7. Confidential Information

Subscriber may not, without HHEHR's prior written consent, at any time, during or after the term of this Agreement, directly or indirectly, divulge or disclose Confidential Information, except as is necessary for using the Service. Subscriber will hold all Confidential Information in strict confidence and to take all measures necessary to prevent unauthorized copying, use, or disclosure of Confidential Information, and to keep the Confidential Information from falling into the public domain or into the possession of persons not bound to maintain its confidentiality. Subscriber may disclose Confidential Information only to Authorized Personnel who have a need to use it for the purpose of using the Services. Subscriber agrees to inform all such recipients of the confidential nature of Confidential Information and to instruct them to deal with Confidential Information in accordance with the terms of this Agreement. Subscriber must promptly advise HHEHR in writing of any improper disclosure, misappropriation, or misuse by any person of the Confidential Information that comes to Subscriber's attention.

8. Disclaimer and Limited Warranty

Nothing contained herein may be construed to mean that HHEHR is responsible in any way for the services provided by Subscriber or for the content of any Subscriber Account Information. Subscriber is entirely responsible for such services and content and all obligations with respect to Subscriber's third parties, including, Subscriber's employees, Authorized Personnel, patients, clients, or Users. Except as expressly set forth in this paragraph, HHEHR disclaims all other express warranties and all warranties, duties and obligations implied in law, including, but not limited to, implied warranties of merchantability and fitness for a particular purpose. HHEHR's limited warranty set forth herein is in lieu of all liabilities or obligations of HHEHR for damages arising out of or in connection with the Site or the Services.

9. Limitation of Liability

HHEHR will not be responsible to Subscriber or any third parties under any circumstances for any indirect, incidental, consequential, special, punitive, or exemplary damage or losses which Subscriber may incur in connection with the Site or Services regardless of the type of claim or the nature of the cause of action, and even if HHEHR has been advised of the possibility of such damage or loss. In no event may HHEHR's total cumulative liability for direct damages incurred for any reason and upon any cause of action arising from or relating to this Agreement or the subject matter hereof, including tort, contract, negligence, and strict liability, exceed the fees paid to HHEHR by Subscriber hereunder. Subscriber acknowledges and agrees that the foregoing limitations of liability are essential elements of the bargain and that in the absence of such limitations, the financial and other terms of this Agreement would be substantially different.

10. Indemnification.

Subscriber agrees to indemnify, hold harmless, and defend HHEHR, its affiliates and each of its directors, officers, employees, and agents from any suits, claims, damages, demands, proceedings, and other actions brought by a third party, and all associated expenses (including but not limited to reasonable attorney fees, assessments, fines, losses, penalties, and/or costs of investigating and responding to any Data Security Breach) (collectively, "Claims") arising out of or relating to any acts by Subscriber, Authorized Personnel, or Users undertaken in connection with the Site or Services, including, without limitation, (a) Subscriber's, Authorized Personnel's, and Users' use of the Site or Services; (b) Subscriber's, Authorized Personnel's, or Users' breach of any obligation, representations, or warranty set forth in this Agreement; (c) the gross negligence or willful misconduct of Subscriber, Authorized Personnel, or Users; and/or (d) information or content that Subscriber, Authorized Personnel, or Users submitted, uploaded, and/or stored for the Services or to the Site, including or Subscriber's, Authorized Personnel's, and Users' collection, processing, storage, use, transmission, destruction, or loss any data, Personal Information, Personal Health Information, or Subscriber Account Information. The remedies set forth herein are in addition to any other remedies available to HHEHR at law or in equity.

11. Unauthorized Access; Lost or Corrupt Data; Service Outages.

- 11.1 HHEHR IS NOT RESPONSIBLE FOR UNAUTHORIZED ACCESS TO SUBSCRIBER'S DATA, FACILITIES, OR EQUIPMENT BY PERSONS USING THE SERVICES OR FOR UNAUTHORIZED ACCESS TO, ALTERATION, THEFT, CORRUPTION, LOSS, OR DESTRUCTION OF SUBSCRIBER'S, AUTHORIZED PERSONNEL'S, OR USERS' DATA FILES, PROGRAMS, PROCEDURES, OR INFORMATION THROUGH THE SERVICES, WHETHER BY ACCIDENT, FRAUDULENT MEANS OR DEVICES, OR ANY OTHER MEANS. SUBSCRIBER IS SOLELY RESPONSIBLE FOR VALIDATING THE ACCURACY OF ALL SUBSCRIBER DATA, INCLUDING ALL SUBSCRIBER ACCOUNT INFORMATION AND FOR PROTECTING SUBSCRIBER'S DATA, INCLUDING SUBSCRIBER ACCOUNT INFORMATION, AND PROGRAMS FROM LOSS BY IMPLEMENTING APPROPRIATE SECURITY MEASURES.
- 11.2 SUBSCRIBER HEREBY WAIVES ANY DAMAGES OCCASIONED BY LOST OR CORRUPT DATA OR INFORMATION OR INCORRECT DATA FILES RESULTING FROM PROGRAMMING ERROR, OPERATOR ERROR, EQUIPMENT OR SOFTWARE MALFUNCTION, SECURITY VIOLATIONS, OR THE USE OF THIRD-PARTY SOFTWARE. HHEHR IS NOT RESPONSIBLE FOR THE CONTENT OF ANY INFORMATION TRANSMITTED OR RECEIVED THROUGH HHEHR'S PROVISION OF THE SERVICES.
- 11.3 SUBSCRIBER UNDERSTANDS AND AGREES THAT HHEHR IS NOT RESPONSIBLE FOR INACCESSABILITY OF THE SITE, SERVICES, OR SUPPORT DUE TO ISSUES WITH THIRD PARTY SYSTEMS SUCH AS SERVERS, ISP HOSTS, OR CLOUD COMPUTING PLATFORMS. SUBSCRIBER HEREBY WAIVES ALL CLAIMS, INCLUDING CLAIMS FOR CONSEQUENTIAL DAMAGES AND BUSINESS INTERRUPTION, DUE IN WHOLE OR IN PART TO THIRD-PARTY SYSTEMS.
- 11.4 **Limitation of Liability.** NOTWITHSTANDING ANYTHING IN THIS AGREEMENT TO THE CONTRARY, HHEHR'S AGGREGATE LIABILITY

UNDER THIS AGREEMENT, REGARDLESS OF THEORY OF LIABILITY, IS LIMITED TO THE AGGREGATE FEES ACTUALLY PAID BY SUBSCRIBER UNDER THIS AGREEMENT FOR THE SIX (6) MONTH PERIOD PRECEDING THE EVENT FIRST GIVING RISE TO THE CLAIM.

12. Term and Termination

The initial term of this Agreement is twelve (12) months from the Effective Date.

THEREAFTER, THIS AGREEMENT AND THE SERVICES ARE **AUTOMATICALLY RENEWED** FOR A PERIOD OF TWELVE (12) MONTHS **WITHOUT FURTHER NOTICE** UNLESS THE AGREEMENT IS TERMINATED AS SET FORTH HEREIN.

- 12.1 Notwithstanding anything to the contrary in this Agreement, HHEHR may terminate the Agreement or suspend access to the Services at any time and for any reason by notifying Subscriber of such termination or suspension, and such termination or suspension will take effect immediately. Subscriber may terminate this Agreement upon thirty (30) days' written notice to HHEHR.
- 12.2 If this Agreement is terminated for any reason other than a breach of the Agreement by Subscriber, then HHEHR will refund to Subscriber a pro-rata share of the fees paid by Subscriber in advance for the Services.
- 12.3 The foregoing rights to terminate are in addition to, not in lieu of, all other rights and remedies which may be available to either Party under this Agreement, at law and/or in equity.

13. Retention, Transfer, and Destruction of Account Information after Termination.

- 13.1 HHEHR will retain a copy of Subscriber Account Information for sixty (60) days after termination. Upon written request, HHEHR will provide Subscriber by digital download one (1) copy of Subscriber Account Information, unless Subscriber is otherwise in breach of this Agreement.
- 13.2 Subscriber may request the transfer of any Account Information (Subscriber, Authorized Personnel, or User) by providing written notice to HHEHR. By requesting the transfer of Account Information, Subscriber represents and warrants that it has the express, written consent of each Subscriber, Authorized Personnel, and/or User whose Account Information is to be transferred. **Subscriber agrees to indemnify, hold harmless, and defend HHEHR**, its affiliates and each of its directors, officers, employees, and agents from any suits, claims, damages, demands, proceedings, and other actions, and all associated expenses (including but not limited to reasonable attorney fees, assessments, fines, losses, penalties, and/or costs of investigation and response) arising out of or relating to such transfer of information.
- 13.3 **After one hundred eighty (180) days from the date of termination, Subscriber agrees that HHEHR may destroy all Subscriber Account Information.** Notwithstanding anything to the contrary in this Agreement and without limitation, **Subscriber agrees to indemnify, hold harmless, and defend HHEHR**, its affiliates and each of its directors, officers, employees, and agents from any suits, claims, damages, demands, proceedings, and other actions, and all associated expenses (including but not limited to reasonable attorney fees, assessments, fines,

losses, penalties, and/or costs of investigation and response) arising out of or relating to such destruction of information.

14. Dispute Resolution

- 14.1 Arbitration Agreement and Class Action Waiver. The Parties agree that any dispute, controversy, or claim arising out of or relating in any way to the Services will be finally resolved by arbitration. The arbitral tribunal has the power to rule on any challenge to its own jurisdiction or to the validity or enforceability of any portion of this agreement to arbitrate. The Parties agree to arbitrate solely on an individual basis and expressly waive the ability to participate in a class or representative proceeding, including any class arbitration or representative arbitration proceedings. The arbitral tribunal may not consolidate more than one person's claims and may not otherwise preside over any form of a representative or class proceeding. In the event the prohibition on class arbitration is deemed invalid or unenforceable, then the remaining portions of the agreement to arbitrate will remain in force. To the extent that a Party opts out of arbitration following the procedure set forth below, or if this arbitration agreement is found inapplicable to a dispute between the Parties, the Parties expressly waive the ability to participate in any class or representative litigation.
- 14.2 Arbitration Procedures/Arbitrator Authority. The Parties agree that the disputes and claims subject to arbitration pursuant to this Agreement will be resolved by a single arbitrator mutually agreed upon by the Parties. If the Parties cannot agree on an arbitrator, then an arbitrator will be selected pursuant to Rule 12 of the JAMS Streamlined Arbitration Rules and Procedures. The arbitrator is bound by and must strictly enforce these terms and conditions and any other applicable agreement between the Parties, and may not limit, expand, or otherwise modify any of these terms and conditions or the provisions of any other applicable agreement between the Parties. The arbitrator may award any relief that a court of law could, applying the limitations of liability contained in these terms and conditions. The arbitrator may award injunctive relief if permitted by law – but the injunctive relief awarded by the arbitrator may not extend beyond the Parties' dealings with one another. The laws of the State of Washington will apply to any claims or disputes between the parties. Any arbitration will be held in Seattle, Washington, unless otherwise agreed upon by the Parties in writing. Each party will bear its own expenses in the arbitration and will share equally the costs of the arbitration; provided, however, that the arbitrator must award costs and fees to the prevailing Party if it is determined that the other Party submitted a claim with no reasonable basis or filed any claim in bad faith.
- 14.3 Opt Out. Subscriber may opt out of this agreement to arbitrate by providing written notice of the intention to do so to HHEHR no later than 60 days after initial acceptance of these terms and conditions. The procedure spelled out herein is the only way to opt out of arbitration, and any attempts to opt out after the deadline set forth herein will be ineffective. Notwithstanding the decision to opt out of arbitration, Subscriber still waives the ability to participate in any class or representative litigation.

15. Miscellaneous

- 15.1 Governing Law & Jurisdiction. This Agreement is governed by and construed in accordance with the laws of the State of Washington, without regard to conflict of laws provisions. Sole and exclusive jurisdiction for any action or proceeding arising out of or relating to this Agreement will be the appropriate state or federal court located in the City of Seattle, King County. By signing this Agreement, Subscriber agrees to submit to the jurisdiction of the federal and state courts of King County, Washington.
- 15.2 Relationship of Parties. The Parties hereto are independent contractors as to each other and nothing in the Agreement may give rise to a partnership, joint venture, or other relationship between the Parties. Neither Party is authorized to make commitments on behalf of or otherwise bind the other Party without the prior written consent of that Party.
- 15.3 Assignment. Subscriber may not, in whole nor in part, assign, transfer, sell or otherwise dispose of any of its rights under this Agreement, whether by operation of law or otherwise, to any third party, without the prior written consent of the HHEHR. Without limiting the foregoing, Subscriber also may not assign, transfer, or otherwise dispose of this Agreement in connection with a merger, acquisition, corporate reorganization, or sale or lease of all or substantially all of its relevant assets, without the prior written consent of HHEHR. Any attempt by Subscriber to assign this Agreement in violation of this Agreement is void. HHEHR may assign this Agreement after providing thirty (30) days' notice to Subscriber. Subject to the foregoing, this Agreement inures to and binds each Party's permitted successors and assigns.
- 15.4 Notices. All formal notices required to be given under this Agreement must be in writing and delivered either by hand, facsimile, certified mail (return receipt requested, postage pre-paid), or nationally recognized overnight delivery service (all delivery charges pre-paid) and addressed to the Parties at the addresses below (or as otherwise designated by the Parties).
- 15.5 Force Majeure. Neither Party is responsible for any delay in performance or failure to meet its respective obligations under this Agreement that is caused, directly or indirectly, by any event beyond the other Party's reasonable control including, but not limited to, fire, flood, explosion, earthquake, strike, embargo, act of terrorism, war, general labor disputes or other act of God (collectively, "Force Majeure"). Subscriber will notify HHEHR as promptly as reasonably practicable if it elects to claim impossibility of performance due to Force Majeure upon learning of the existence of one or more of the conditions set forth herein and will notify HHEHR when such condition(s) have ended.
- 15.6 Waiver and Amendments. No waiver, amendment, alteration, or modification of any provision of this Agreement is effective unless authorized signatories of each Party consent to it in writing. No failure or delay by a Party in exercising any rights, powers, or remedies under this Agreement operates as a waiver of any such right, power, or remedy.

- 15.7 Legal Review. Each Party agrees that it has reviewed this Agreement and all related documents with its counsel and that any rule of construction to the effect that ambiguities are to be construed against the drafting party do not apply to the interpretation of this Agreement or any related document or any amendment hereto or thereto or exhibit herein or therein.
- 15.8 Headings. The headings of the Sections of this Agreement are for convenience only and have no effect on the meanings of the paragraphs.
- 15.9 Entire Agreement & Severability. This Agreement sets forth the entire understanding and agreement of the Parties, and supersedes any and all prior or contemporaneous oral or written agreements or understandings between the Parties, as to the subject matter of this Agreement. If any provision of this Agreement is held by a court of competent jurisdiction to be contrary to any law, the remaining provisions remain in full force and effect.

BY CLICKING "I AGREE" BELOW, YOU ACKNOWLEDGE AND WARRANT THAT YOU HAVE READ THIS AGREEMENT, UNDERSTAND IT, AND AGREE TO BE BOUND BY ITS TERMS AND CONDITIONS.

SUBSCRIBER:

NAME: _____

ADDRESS: _____

I AGREE:

Hands Heal EHR, LLC
1730 N. Northlake Way, Suite 3301
Seattle, WA 9