

The ChartMaker[®] Medical Suite

Improving practice efficiency and patient care



**CHART
MAKER[®]**
Medical Suite



PRACTICE MANAGER • SCHEDULER

Service. Technology. Innovation.

ENTRY POINT • CLINICAL

WWW.STICOMPUTER.COM

System Proposal

ASP Cloud Version

SYSTEM PROPOSAL (ASP)



STI ChartMaker Medical Suite

The STI ChartMaker® Medical Suite is a unified suite of products that can be installed modularly within your office. STI ChartMaker® is designed with the latest technology for the future -- Microsoft SQL database and Microsoft's .Net framework for both client/server and web-based applications.

You can pick and choose the software applications that you need today; billing, scheduling or two options for Electronic Medical Records (EMR) and add the rest whenever you desire in an affordable, phased implementation. More importantly, just like Microsoft Office®, all ChartMaker modules can work independently, or share information and function as a medical practice suite if combined.

STI Cloud Option

STI provides choices on how to host your software. If you prefer, you can take advantage of STI Cloud, an Internet-based option which lets STI host, update, and back-up the application for you on our secure servers for one affordable monthly charge. With STI Cloud you access your practice information from anywhere via the Internet. All software, support, and portal fees are included in one monthly fee.

STI provides a unique option to switch from ChartMaker® Cloud to our in-house client-server version or vice versa and continue to use your patient information as data. All data is owned by you. Vendors with only a cloud-based software version have a stranglehold on your valuable patient data and your practice.

Revenue Cycle Management Option

STI offers a Revenue Cycle Management (RCM) billing service option with either the in-house or cloud versions. We provide a cooperative approach in which you enter patient demographic information and charges through the EMR and an STI RCM partner will provide insurance and patient billing, payment collection and posting, as well as follow-up services at a small percentage of collectable revenue. You control the accuracy of your patient data, can view all information, and only pay for charges that are collected.

Most likely you will substantially reduce your costs as well as improve collections with professional Revenue Cycle Management from an STI partner. If you qualify, some or all software and up-front costs may be waived for the period in which you use STI's professional Revenue Cycle Management.

Proven Experience

Many other vendors are less than five years old, the critical period for business long-term viability. STI has been serving the medical community since 1979.



Made and supported in the USA.

Full Support

Computer hardware and maintenance are available directly from STI to avoid finger pointing between vendors. All products are integrated, so there is no need for an unstable software bridge between your EMR and Practice Management Software.

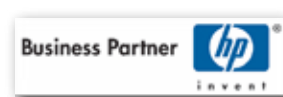
Trust

Purchase your software from a trusted company with an established track record in providing excellent software support to the medical community.

For questions call Joe Cerra:
800-487-9135 x 1188.

STI Computer Services, Inc - ChartMaker® Medical Suite – v. ChartMaker® 2018

Drummond Certification Number: 15.04.04.2296.Char.18.00.0.180430 Date Certified: 04/30/2018



ChartMaker ASP Version

The ASP Monthly Provider Subscription Fee includes the cost of software licenses, hosting your data on our servers, providing high-speed Internet access at the STI location, and performing daily back-up of your STI patient data. The ASP Monthly Provider Subscription Fee includes eight (8) concurrent users for the first provider and additional concurrent users for each additional full-time provider.

Initial ASP Term

The initial term of the ASP agreement is 36 months and your prices are guaranteed for this period, afterwards you can cancel your agreement with 30 days written notice or automatically renew for an additional 6-month agreement at the then current ASP applicable charges. You also have the option to convert to an outright purchase price at this time. If you decide to convert to the client server model we will apply 25% of your paid monthly provider subscription fees up to a maximum of 50% of the total software purchase price. Other vendors may return your data to you on a CD with PDFs, but this data is not usable. To really use your data, you need the software program and not just the data. This is a really big difference, and it is important that you understand it, if you don't please call me and I'll be happy to explain the difference to you in detail.

System Requirements

Besides the ASP Monthly Provider Subscription Fee there are some additional up-front charges for moving your data to the cloud and set-up based on the number of providers, computers or tablets accessing the software. System requirements are \$595 per provider.

Overview

- You get 8 concurrent users/seats, 12 individual user IDs, one new data base, and one new practice (tax ID) with the basic license for first virtual database. Additional seats, tax IDs (practices) and databases are available for an additional charge.
- STI is responsible for the Server and back-up of your STI application data as well as the Internet Connection at STI. You are responsible for the cost of local hardware (computers, printers, scanners), Internet Router(s), and backup of non-STI data, loading software updates, as well as providing and maintaining high-speed Internet Service at your location.
- We provide options for ePrescribing (eRx) with ChartMaker Lite, or ChartMaker Clinical for full EMR licenses.
- We provide Electronic Prescribing of Controlled Substances (EPCS) and Electronic Prescription Authorization (EPA).
- For all options and prices see pages 9-13.
- Software support and portal fees are included in the ASP Monthly Provider Subscription Fee.
- You pay one monthly fee by credit card.

So what are you waiting for?

Here is the product that you have been waiting for. To order your copy of the *ChartMaker® Medical Suite* sign the attached license agreement and fax it to **800-971-7735**. If you have any questions call 800-487-9135 extension 1188.



CHARTMAKER PRACTICE MANAGEMENT

ChartMaker® Practice Manager Module

\$399 per month

ChartMaker® Practice Manager is an affordable and comprehensive practice management system that offers everything you need to computerize your office. The system is true Microsoft Windows® technology. Features include: Managed Care Reporting, and Electronic Billing direct to Medicare, Blue Shield, Medicaid, and electronic claims to over 700 commercial insurance carriers.

Includes SQL Data Base

Patient, Guarantor, and Subscriber Data Base

Disability Information

Patient Registration

Alphabetical Patient and Guarantor Retrieval

Integrated Insurance Data Base

On Screen Help System

Alphabetical Look-up Windows

Numerical Look-up Windows

Never Purge Patient History

First Tax ID is Included

Integrated Insurance Data Base

Automatic Secondary Insurance Billing

Multiple Insurance Coverages per patient

Automatic Insurance Re-Submission

Integrated Paper Insurance Claim Billing Module

Automatic Insurance Billing of Tertiary Carriers

Automatic Insurance Claim Tracking

Re-submission by Individual Charge

Integrated Patient Billing

Automatic Cycle Billing System

Budget Billing Option

Automatic Dunning

Easy to Read Format Breakout

Charge

Insurance Payment

Patient Payment

Open Item Statements

Finance Charges Option

Suspend Billing Option

Free Form Messages

CPT/ICD10

Pre Printed Messages

Universal Message Option

Patient Encounter/Charge Entry

Integrated Surgical Follow-up Days Reminder

Payment Posting at Charge Entry

Procedure Group Cascading

Modifier Look-up File

Provider Look-up File

Referring Physician Look-up File

On-Line Editing

Multiple Price Schedules

Integrated Patient Follow-up at Charge Entry

Procedure & Diagnosis Look-up File

Displays Insurance Co-Pay Amount

Location Look-up File

Automatic NPI Insertion

Approval Number Warnings

Payment Entry

Batch Posting

Profile Checking by Carrier

Patient Inquiry and History

Patient Information

Charge History

Itemize Payments to Charges

Patient Notes

Bad Debt

Only Open Charges Viewing

Payment History

Monthly Payments

Credit Balances

Appointment History

Practice Security System

Multiple Security Levels

Password by Operator

Security by Operator

Security by Function



CHARTMAKER PRACTICE MANAGEMENT

ChartMaker® Practice Manager Module (continued)

Provider Complete Change Healthcare Electronic Claims Module

\$59 per month/ NPI Number

Electronic Insurance Claim Transmission and Eligibility Checking for participating insurance companies.
 Medicare Blue Shield Medicaid Commercial Insurance Electronic Claims Transmission

Automatic Insurance Posting Module

Automatic Reconciliation Automatic EOB Posting System
 Auto Write-off Calculations Payment Profile Verification

Electronic Patient Billing Statements

Electronic patient billing statements includes handling, the statement form, printing, mailing costs including postage, and a return envelope to your practice. Electronic patient statements are charged to the practice at \$0.69 for a one-page statement plus \$0.14 for each additional page to the same patient, based on the current first-class postage rate of \$0.50. Billed monthly based upon the number of statements sent.

Practice Management Reports Module with Report Writer

Included

Reports Can be Printed or Displayed on the Screen	All Reports Printed on Demand with Export Capability
Customized Reports Option	Memorize Reports for Future Use
Multiple Selection Options	Day Sheet
Accounts Receivable Summary	Aged Insurance Receivables
Deferred Accounts	Credit Balances
Delinquent Accounts	Hospital Summary
System Analysis	Payment Analysis
Write-off Analysis	Adjustment Journal
Production Analysis	Patient Balance List
Locations Analysis	Production Totals Report
Daily Deposit Summary	Aged Accounts Receivable Summary
YTD Production Report	Analysis by Zip Code
Patient Insurance Summary	Patient Billed Report
Approval Number Summary	Referral Doctors List
Diagnosis List	Insurance Companies List
Employer List	Patient Recall List
Inventory List with Reorder Points	Payment Comparison by Insurance

Procedure Inventory Module

Included

Integrated Inventory with Billing	Inventory Report with Reorder Level
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Bad Debt Module

Included

Integrated with Patient Information	Separates Bad Debt Charges from Billing
Track Multiple Collection Agencies	Transfer Charges to Bad Debt
Return Charges to Accounts Receivable	Bad Debt Report Options

Practice Analysis Module with Report Writer

Included

Co-Pay Amount Reminder Included with Charge Entry	Comparison Reports by Charges, Payments, Write-offs and Visits
Two Write-offs per Charge to Track Insurance Withholds	On Screen Totals of Withhold by Insurance Company
Capitation Tracking by Insurance Plan	Capitation Comparison and Monthly Analysis Report
Insurance Pre-Certification Tracking and Warning based upon Number of Visits Remaining and Time Remaining	



CHARTMAKER PRACTICE MANAGEMENT

ChartMaker® Scheduler

Included

ChartMaker® Scheduler is an module of the ChartMaker Medical Suite. You have the ability to schedule appointments separately for all your providers and practices, for years in advance! The unique feature of the Appointment Scheduling Module is its combination of flexibility and rigidity. The system gives the physician or office manager tremendous flexibility in specifying not only when, but also how appointments are scheduled. Once this intelligence has been built into the system, even untrained operators can schedule appointments effectively and accurately.

- | | |
|--|---|
| Tracks No Shows, Cancels & Reschedules | Color, Graphical Calendar Shows Booked % |
| User Defined Schedule & Time Intervals | Integrated Charge Slip Printing |
| Appointment Reason and Comment Facility | Reports with User Defined Options |
| Time Blocking & Appointment Class | Simultaneously Display Multiple Providers |
| Integrated with Patient Inquiry | Special Daily Notes per Schedule |
| Schedule Multiple Practices, Providers, Locations or Equipment | |
| Patient Pre Certification Number of Visits and Time Warning | |
| Surgical Follow-up Warnings by Patient | |

Patient Recall/Clinical Research

Included

- | | |
|---|---|
| User Defined Clinical Parameters | Add and Print Recall Letters and Labels |
| Integrated with Patient Information | Extensive Reporting and Recall Facility |
| Integrated Letter Writer | Recalls Not Seen Report |
| Satisfy Recalls from the appointment schedule | |

Payer Inquiry Module/Eligibility Checking

Included

If you plan to send and receive Eligibility or Referral information electronically through the Change Healthcare. Eligibility and Claims Checking are free for participating insurance carriers.

Mailing Labels Module

Included

- | | |
|-------------------|-----------------|
| Recall | Patient Address |
| Referral Doctor | Birthday |
| Diagnosis | Insurance |
| Patient Age | Rolodex |
| Patient Insurance | |

On-Demand Charge Slip/Route Slip Printing User Defined Patient Recall Reasons

Included



CHARTMAKER LITE

ChartMaker® Lite Module (Entry Point)

\$75/month per physician

ChartMaker® Lite is designed to be installed in a phased implementation as the first step in moving a medical practice from a hand-written, manual chart system to a legible, computerized, electronic medical chart. ChartMaker® Lite was designed to overcome physicians' objections to time consuming, computer data entry of patient data into the medical chart. Instead it focuses on EMR benefits and minimizes the amount of "hands on entry" required by the physician.

Stores Patient Files Electronically On-Site with the Following Product Features:

Chart Security to Meet HIPAA Requirements/Chart Backup System for Data Security; Scanning Input with User Defined tabs; Summary Sheet Input for Problems, Medications, Allergies, Vital Signs, Miscellaneous Items and Patient Reminders; Prescription Writer; Integrated Messaging Module/Creates Chart Notes from Phone Messages.

ChartMaker ePrescribing System

Included

ChartMaker® Lite includes ePrescription capabilities. Electronic prescriptions can be electronically sent from ChartMaker® via the Sure Scripts® network for processing. Sure Scripts® claims that 85% of the nation's community pharmacies have systems certified to connect to their network. This process eliminates the need to print or fax prescriptions. The drug database is updated weekly and provides information on Drug/Drug and Drug/Food interactions and insurance formularies. ePrescriptions can prevent medical errors and reduces your patient wait times at the pharmacy. Plus ePrescriptions can reduce your time wasted writing prescriptions and reduces the number of clarification telephone calls from the pharmacy. Includes ePrescribing software for controlled substances.

Receive Laboratory Results Electronically

Included

ChartMaker® Lite includes an electronic interface to receive medical laboratory information electronically. Laboratory results appear automatically on the physician's desktop To Do List so they are never filed without first being reviewed. The completeness and timeliness of Electronic Laboratory Results are better than paper reporting and eliminates the need to file paper results into patient's charts. Additional benefits include the ability to review laboratory results from any location with Internet access including the physician's home, and the ability to flow sheet laboratory results from different time periods into a graphical format.

STI Health Portal Connection

Included

STI provides a centralized Health Portal Connection included. Unlike other vendors that require you to purchase or maintain multiple internet connections to multiple vendors, the STI Health Portal provides one place for your practice to connect to receive data from various medical laboratories, medical centers and RHIOs. The Health Portal also provides a place to update your system with current prescribing, and drug information, including formulary and patient prescription co-pay information, and it provides a source to update drug-drug, and drug-allergy information from First Data Bank® directly into your ChartMaker system. The STI Health Portal also facilitates the ability of your ChartMaker System to upgrade Pharmacy address information and your connection to Sure Scripts® and RxHub® so that you can ePrescribe. This Health Portal is required for ePrescriptions and to receive electronic medical laboratory results from Quest®, LabCorp®, Accurate Diagnostic Laboratory® and other medical laboratories.

STI Patient Portal Connection

Included

STI provides a centralized Patient Portal Connection included. The ChartMaker® PatientPortal is an online service that allows a patient to keep track of their personal medical information. It will also allow practices to share and receive information easily with patients.

- Ability to send and receive messages to and from your patients
- Upload health related educational resources for your patients
- Configurable by the Practice
- Patients create their own username and password
- Patients can update their demographic information
- Message Types include: Appointment and Refill Requests, Billing and Health Questions, and General Messages
- Information includes: General information, Responsible Party, Employment Information, Insurance, Emergency Contacts, Pharmacy, Medications, Allergies, History Information

Documents: The patient will be able to download documents that the practice has made available. These documents could be registration forms, educational materials, etc.

Clinical Summaries: The patient will be able to view, print or delete the clinical summary for each office visit. (Clinical will automatically send the Clinical Summary to the PatientPortal upon signing the note.)

Patients: Administrators will have a list of all patients registered on the portal on this screen with the option to reset their password if necessary. They will also be able to send a broadcast message to all registered patients by clicking in on the "Announcements" link.

Settings: The administrator will be able to configure the practice name, phone number, logo, theme and data delay time from this page. They will also be able to configure the Welcome Message, Provider List, Message Settings and Patient Terms of Use statement from the links on the left.



CHARTMAKER CLINICAL

ChartMaker® Clinical License (per NPI Number)

\$75/month per physician

ChartMaker® Clinical Module is a CCHIT Certified full-function Electronic Medical Record System. You can create and review patient charts on your computer. Immediate information displayed includes the current problem list, allergies, medications and miscellaneous patient information, as well as the most current chart notes. You can easily select a template(s) and complete the evaluation. Notes can be entered either by pen or spoken directly into ChartMaker® and prescriptions written or laboratory work monitored through the system. You can quickly create any required correspondence to a referring physician, insurance plan, or patient, based upon the information found in the chart. Plus you can improve your chart documentation to comply with the E&M coding requirements.

- Generic Template Library by specialty
- Physician Reminders
- Patient Flow Sheets Module with Graphics
- Patient History Module for Quick Review and Sorting
- Automatically Creates Letters from Patient Notes
- E&M Coding Tool Checking of Patient Notes
- Integrates with ChartMaker® Practice Manager for Charge Input directly from the EMR
- One Time Entry of Patient Data/Organizes Documents into the Patient EMR
- Automatically Creates Patient Face Sheet: Meds, Diagnoses, Allergies, Recall, Directives
- Creates Notes, Letters & Handouts from Templates
- Allows Customized Text Input with Typing or Pen/Supports Photographs and Diagrams

“Specialty” Template Design and Generic Templates Library

Included

- 1) Initial visit template
- 2) Follow-up template
- 3) Referral letter or a page of discharge instructions

ChartMaker® Template Editor

Included

With the ChartMaker® Template Editor you can learn to create customized templates. The advantage to learning to use the ChartMaker® Template Editor is that you can make your own custom modifications, as well as create totally new templates for problem focused examinations, procedure notes, patient handouts, and instructions as well as referral letters and other correspondence whenever you need them. We suggest that you select one person from your staff to learn to use the ChartMaker® Template Editor so your office can become proficient in template modification and design.

ADDITIONAL OPTIONS ASP VERSION

Additional Templates — Design and Modifications

Typically it requires about 4 hours of discussion, design, test, correction, and set-up work by our training staff to create a new ChartMaker[®] template from one 8½ by 11 inch-page paper form that you may currently use. Labor cost for template modification is available at \$120/hour. (\$480 per new template created from a one-page paper form). Modifications to existing templates or patient handouts may take less time. The advantage of having STI design templates for you is that our trained staff can complete them faster. **(Prerequisite ChartMaker[®] Clinical)**

ChartMaker Go Mobile Smart Phone System

ChartMaker Go Mobile Smart Phone System is an integrated mobile communication and charge capture system using your smartphone. You can view medical charts, office appointments and hospital rounds on your smartphone for easy access. When you are not in your office, you can capture and send charges remotely from your smart phone directly into your office's charge entry application for your billing staff or service to review and process. Works with Apple iPhone and Android products.

(Prerequisite: ChartMaker[®] Practice Manager)

Included



Equipment Interfaces

Interface to a device such as an EKG machine. Custom interfaces require a special price quotation from STI. We need the cooperation of the equipment manufacturer to complete the programming work and output must be an acceptable format such as HL7. **(Prerequisite ChartMaker[®] Clinical)**

Electronic Faxing

Inbound and Outbound Integrated Faxing for Medical Practices built specifically for the needs of medical practices. We understand the need for providers and their staff to be able to quickly edit, annotate, and import faxes into ChartMaker.

Charges/Month based upon your monthly eFaxing Volume \$10/month maintenance fee, plus

4.5 cents per/page for 999 or fewer per month • 4.2 cents per/page 1000-1999 • 3.9 cents per/page 2000 or greater per month

Patient Demographic Data Conversion

\$2,000

We have experience in converting other system's demographic data to the ChartMaker[®] Medical Suite. Data conversion saves your staff the time required to reenter patient demographic information.

We need about one week to collect your data and convert your demographic files. We will contact you to make arrangements to collect your data (if you are planning to have a data conversion) prior to your training date. Data conversion includes: patients, procedures, diagnoses, insurances, and referring providers. Financial information, appointments, practice and provider information will not be converted.

Patient Reminder System

\$250 Initial setup fee

There is no longer a need to lose valuable staff time making appointment reminder phone calls or using expensive mail reminders for scheduled appointments or recalls. Our Patient Reminder Module will decrease "no shows", bring patients back into the office for follow up appointments and improve your bottom line. Our low, monthly fee includes everything you need to be assured that patient appointment reminders and recalls are being made. Price is based on call volume.

Features Include:

The Patient Reminder Module uses your Caller ID, making patients more likely to answer, but does not tie up your phone. The Reminder uses your own voice, making automation more personable. You configure the number of days prior, call start and end time and many other basic configurations.

A notification is received when a patient needs to reschedule. Calls, texts or email, the Patient Reminder System does it all. In addition there is a Broadcast feature which allows you to send communications to your patients when there are office closures, special hours, important announcements, seasonal clinics, office relocations or emergencies. There is easy to use reporting.

The ChartMaker[®] Medical Suite Patient Reminder Module fee is based upon reminder volume. The below estimated monthly fees for the Patient Reminder Module is based upon your monthly call volume. A reminder is based on the email address and telephone number provided and is only calculated when a successful connection to a patient via text, email or phone call, either answered or a patient's answering machine is detected.

(Prerequisite ChartMaker[®] Scheduler)

Volume of Messages - Cost per Message 1-1000 - \$0.19 • 1000-2500 - \$0.17 • 2501-5000 - \$0.15



Voice Recognition Users (Dragon Medical Practice Edition)

\$1599 per user

ChartMaker[®] offers speech-recognition software to help you to create medical documents by speaking naturally into the system.

You may even eliminate most of the fees paid to an outside transcription service. There is no need to wait for your work to be transcribed. Software Fees are based upon the number of users installed with the software. Multiple voice users can use the software at each workstation installed with voice recognition, but you need to purchase a Dragon Medical Practice Edition software license for each user. You can purchase this product from STI, or on the open market. Includes Phillips Speech Pro Microphone (USB Connection & Roller Ball). Note: Voice recognition cannot be used wirelessly. For proper accuracy of your voice files, you must be plugged into the server with an ethernet cable. Dragon Medical Practice Edition requires 4 Megabytes of RAM.

Recommended Software Training - 1 On-Site Session (\$500) **(Prerequisite ChartMaker[®] Entry Point or ChartMaker[®] Clinical)**

Training

Training is your best investment. Based upon the options that you choose, STI provides either dedicated web based or on-site training. Training costs are based upon the number of providers in your practice, as well as the options that you select. See your attached price quotation for your exact training costs. Practices will be charged for travel expenses if you choose the on-site option and training requires overnight travel.

Initial ChartMaker Training includes on-site, video and personal web sessions. We require your full attention during training sessions and require that the office is either closed or not seeing patients, or accepting telephone calls. We recommend that all physicians and medical staff train together, as a group. This will expedite the implementation and training considerably, and may result in a cost savings.

STI will provide implementation and training in a timely manner and by mutual agreement between Customer and STI. Customer must be involved and participate fully in the planning and implementation of the ChartMaker Medical Suite®, including attending training sessions, performing practice assignments, and complying with training instructions during the implementation of the software. Studies have shown that the most important element of an EMR's success is direct physician involvement and a desire to make the system work. STI is not responsible for any issues resulting from Customer's failure to comply with the plan for implementing the ChartMaker Medical Suite®. Training sessions cancelled within 24 hours of scheduled training time will be forfeited. And training must be used within 6 months of installation or it is forfeited.

Upfront Charges and Initial ChartMaker Training Sessions

ChartMaker Practice Management Option (includes Practice Manager and Scheduler)

Practice Manager	Web-based	5 Sessions	No Charge
Scheduler	Web-based	3 Sessions	No Charge

ChartMaker ePrescribing System

Web-based	1 Session	No Charge
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ChartMaker Lite Electronic Medical Record System

Pre-Installation Planning Meeting	On-site	1 Session	No Charge
Readiness Day	On-site	1 Session	No Charge
EMR Entry Point/EMR Lite	Web-based	3 Sessions	No Charge

ChartMaker Clinical Electronic Medical Record System (per Full-Time Provider)

EMR Clinical Physician	(Local On-site /Remote Web)	3 Sessions	\$1500.00
Template Editor	Web-based	3 Sessions	No Charge
Scanning, Messaging staff training	Web-based	1 Session	No Charge
Follow Up Meeting	On-site	1 Session	No Charge

Additional training sessions are available at the cost of \$500 for on-site and \$250 for web-based training. Web based training sessions are for 90 minutes to 2 hours in duration and on-site sessions are between 2 to 3 hours in duration, depending upon the topics being covered. The exact number of sessions is set forth in the System Investment Summary. Plus applicable state sales tax.

Planning for the Move to the Cloud

So that you are prepared to start on go-live date, you will need to plan ahead to make sure certain services requiring a lead time are ready to go.

Insurance Billing

- STI only supports Change Healthcare's Provider Complete EDI interface for electronic insurance billing in the cloud. If your practice is not setup for Change Healthcare and Provider Complete the paperwork must be completed before you can submit insurance claims. This setup process requires four to five weeks from the time you submit the paperwork.

Data Migration

- It will take 2 business days in order for us to move your existing environment to the cloud. Because no change can be made to the information in the system at that time, you will not be able to use it for those 2 days.

Data Ownership and Use

You own the data for which we act as repository. We may occasionally make available, on an anonymous basis, for marketing, research and similar studies, information collected from our clients, without ever disclosing the identities of the clients or their patients.

Upon termination of our agreement for any reason, you may have continued access to the data for a limited period upon payment of fees in accordance with the schedule in effect at that time. Or, we may provide, at an additional cost, an optical disk (or an encrypted external hard drive) containing your data, after which there would be no further access to the data we have maintained for your benefit. We also provide cloud-based archive services at an additional monthly charge.

In addition, if you wish to transition to a new provider, or convert to a client server application or another system, we will assist in that process in return for payment on a time and materials basis.

It must be kept in mind that the program is licensed. It is not sold. Clients do not obtain ownership rights to it.

The terms of this proposal are deemed to be incorporated in the License Agreement to which we will both be parties if you decide to proceed with the ASP version of the ChartMaker® Medical Suite.

Moving to ChartMaker™ Cloud

STI Computer Services would like to welcome you to the ChartMaker Cloud. We want to help your medical practice achieve new levels of efficiency and productivity, while at the same time reducing the level of stress that comes with managing your own computer environments so that you can focus on providing the best care to your patients.

Many practices are making the switch to the cloud and finding it very beneficial. The cloud offers unique advantages and STI wants you to have the best possible experience that fits not just the way you work, but also your budget.

You don't need to maintain an in-house server for your STI software and information. Because the server is maintained by STI for you, we manage some critical and time-consuming processes for you. Here is what we do:

- STI staff provides server-based virus protection and maintains and updates the Microsoft license on our hosted server and ensures that all required program and security patches are installed on the server. With the constant threat of Ransomware attacks and the Crypto Locker Virus these updates are critical.
- STI is responsible for hardware maintenance on the server and the cost of any possible repairs as well as server redundancy and replacement including labor costs to maintain the servers. The servers reside in a secure, HIPAA compliant location with a secondary location available in case of weather-related issues like Hurricane Sandy. You can access your data from any location or PC by signing on to STI ChartMaker Cloud.
- STI staff does the required STI program updates for you so your server software is always up-to-date. In most instances, this saves you and your staff the time that it used to take you to install your software updates on all of your workstations and laptops.
- STI does your daily ChartMaker data backup in a secure off-site location. We recently heard of a three-physician practice that had a ransomware attack and all of their data was locked and unrecoverable, more importantly they did not have a current good copy of their back-up data and the information was lost including appointment, billing and clinical records. A good copy of back-up data is critical to quickly get your practice up-and-running if you encounter a ransomware attack.

We provide a domain controller at an additional cost to provide HIPAA security for workstations, as well as to manage all local user names and passwords. The domain controller will also provide backup of local (non-STI) data on all the other local workstations and Laptops.

Internet Speed

The single most important factor affecting your cloud experience is your internet speed and reliability. The service provider you choose, and more specifically, the service plan you need varies with the number of users, as well as how you intend to use the system. Your needs can also grow over time.

- Generally, STI recommends that you have a minimum of 20 Mbps down, and 5 Mbps up when using only the Practice Manager module.
- For the Clinical module, a minimum of 20 Mbps down, and 10 Mbps up is recommended.

These specifications will suit a typical small office and will ensure that the responsiveness and stability of the connection to the cloud is maintained. Larger offices should consider faster speeds to match the number of system users and level of information passed between your office and the cloud.

Local Hardware Installation Options and Your Internet Service

This quotation is for moving your data to the STI ASP version (cloud) only and does not include local hardware installation. You are responsible for the cost of local hardware (computers, printers, scanners, Internet routers) and hardware installation at your location as well as providing and maintaining high-speed Internet Service at your location. We are not responsible for a disruption of ASP service caused by your computer equipment, routers or Internet service at your location. Hardware installation, cable runs, loading and configuring of the OS and network software including Microsoft Windows, is the responsibility of the company providing your hardware equipment.

We can provide equipment and installation services at an additional cost if you prefer. If you plan to provide your own computer equipment please request a copy of our ChartMaker hardware Guidelines.

Other Possible Issues & Costs:

If you would like to proceed with a more comprehensive investigation of the ASP cloud version, we can schedule a no charge, site inspection with an STI hardware technician. We will conduct an equipment and Internet survey at your practice to review your hardware, data base size, and Internet speed and provide you with a proposal to move your equipment from your current file server to the cloud as well as provide any other necessary equipment or Internet upgrades that you may need.

Maintaining a Secure Environment

STI maintains reasonable industry standard security requirements in the cloud environment for the benefit of the office and its patients. Some are based on federal and state regulations (HIPAA, DEA, etc.). Moving to the cloud offloads to STI a number of responsibilities that would otherwise be the responsibility of the medical practice when hosting the software locally. But, even with cloud-based software, the practice still needs to consider those HIPAA requirements that apply to patient safety and information security in the local office environment. Each office staff person will have their own unique login (a usercode and password) to authenticate (login) to the ChartMaker Medical Suite on the cloud.

Date _____

Practice Name and Location _____

Number of Physicians _____ Names _____

Number of PAs or NPs _____ Names _____

(unique NPI numbers)

ASP Monthly Provider Subscription Fee (must be put on a credit card)

- ChartMaker Practice Management Option (includes Practice Manager and Scheduler)**
One database and practice (tax ID), 8 concurrent users/seats and 12 individual user IDs \$399/month per virtual database (VM).
- Change Healthcare Provider Complete**
\$59/month per NPI number.
- ChartMaker Lite Electronic Medical Record System (requires Practice Management Option and includes the ePrescribing System)**
\$75/month per provider. Includes 1 seat for each provider after the first.
- ChartMaker Clinical Electronic Medical Record System (requires Practice Management and ChartMaker Lite Options)**
\$75/month per provider. Includes 1 seat for each provider after the first.
- Domain Controller** - \$99 per month. To ensure your office network is secure and for local backup.

Other Options

- Additional Concurrent Users/Seats within the same virtual server:**
\$40/month per seat or you can purchase a 5-pack of seats for \$175/month (8 individual user IDs are included with each 5 pack).
- Additional Practices (tax IDs) within the same virtual server:** \$40/month per practice. (Note: users cannot access data in additional practices if they are not authorized to see all patient names in all practices as per HIPAA)
- Additional Databases within the same virtual server:** \$150/month per data base includes a Practice Tax ID, Practice Manager, Scheduler and 2 seats. (Note: clients can see additional data base names and this option is not available if clients use the EMR)
- Additional VM Databases for new clients after the first VM** - \$299/month includes a Practice Tax ID, Practice Manager, Scheduler and 4 seats. (Note: clients can see additional database names and this option must be used if clients use the EMR.)

User Licensing

Includes 250GB of data storage capacity with the initial ASP order and an additional 100GB for each additional ChartMaker® Lite Module (Entry Point user who pays \$100 per month after the first provider). You can add 100GB increments of storage for \$32/month. Once your ChartMaker database becomes over a certain size you need to migrate to a license for Microsoft SQL Standard at a cost of \$15/month/user.

- The concurrent seat limit is how many users can use the software at the same time.
- Unique users are those that are registered to use the software. The total number of unique users possible is always greater than but proportionate to the number of concurrent users.
- Additional unique users can be added at a cost of \$10/month. For example, if you license 10 concurrent seats, you may have up to 15 unique users. If you want more than 15, there will be a charge of \$10/month per additional username. (See the table on the following page.)

Total Software

\$ _____

The ratio of concurrent seats to unique users is represented in the following table:

Standard licensing starts with 8 concurrent seats and 12 unique users.

Total Concurrent Seats	Total Unique Users	Total Concurrent Seats	Total Unique Users
5 seats	8	15 seats	23
6 seats	9	16 seats	24
7 seats	10	17 seats	25
8 seats	12	18 seats	27
9 seats	13	19 seats	28
10 seats	15	20 seats	30
11 seats	16	21 seats	31
12 seats	17	22 seats	32
13 seats	18	23 seats	33
14 seats	19	24 seats	34

System Requirements are \$595 per provider for setup on the cloud.

Number of providers _____ x \$595 \$ _____

Local Hardware Options and Internet Service

You are responsible for the cost of local hardware (computers, printers, scanners, Internet routers) at your location as well as providing and maintaining high-speed Internet Service at your location. We are not responsible for a disruption of service caused by your computer equipment, routers or Internet service at your location. Hardware installation, cable runs, loading and configuring of the OS and network software including Microsoft Windows, is the responsibility of the company providing your hardware equipment. We can provide equipment and installation services at an additional cost if you prefer.

Hardware Equipment, cable & Internet (see attached quotation) \$ _____

Additional Options (list from page 9 & 10) \$ _____

Total \$ _____

Payment Terms: We cannot assign a training date or install software until we have your initial deposit for hardware, training, and installation charges. We accept a company check or credit card payment. If you prefer and if you qualify, we can provide a lease/payment option that permits payments of all hardware, training and installation charges on an additional monthly payment plan over 24, 36, 48, or 60 months. Applicable state sales tax will be added to all charges.

If You Plan to Provide Your Own Computer Equipment

If you plan to provide your own computer hardware equipment, you must adhere to our hardware guidelines to ensure that your equipment operates properly with ChartMaker Medical Suite. We encourage you to have your hardware provider talk to our Technical Support Manager - Jim Diaz, 800-487-9135 extension 1143, prior to purchasing any hardware equipment to ensure they provide the correct hardware certified for Microsoft/2003/2008 Server OS network use. Non-certified equipment can cause network problems and costly retrofits. We will require the customer to sign a disclaimer for equipment that does Not meet these requirements at STI's discretion.

Ransomware and the Medical Practice

There is a new kind of virus affecting physicians and it's not the measles. Malicious ransomware software like the Crypto Locker virus can wreak havoc to a physician's computer information to the point of making it unusable and creating a potential financial crisis for the practice.

Crypto Locker is a computer malware software virus (known as a Trojan Horse) that is pulled into your in-house billing and/or EMR system by someone in your office who inadvertently opens an email message attachment or link that downloads the virus into a computer workstation. Once in the computer workstation, the virus spreads throughout your network until it reaches your network hard drives, encrypting your data files to make them unusable without an encryption key.



Once you download the virus you are typically notified by email that you need to pay the bad guys to unlock your data (that's why it is also called ransomware). By paying the ransom however, there is no guarantee that the bad guys will give you the key to unlocking your patient data. Why should they? They've been paid and the longer they communicate with you the greater the chance that they will be caught. In fact, they may even ask for more payment since they think they have someone that's paid before and may be willing to pay more. Don't count on getting the encryption key even if you pay the ransom. The data on your hard drives is probably lost.

The bad news is that your data is locked, unusable, and most likely only the bad guys can unlock it. Physicians who encountered this virus can lose weeks of time and a substantial amount of money trying to recover their data, especially if they don't have good data backup. Without your computerized schedule, how do you know who is coming into the office tomorrow, what is their payment balance and if you use a computerized EMR you can't even access your chart notes.

Practices without a professional IT managed services contract or an ASP cloud-based software are more prone to get the Crypto Locker virus because they may not have good security procedures, maintain Microsoft or anti-virus program updates and most important - maintain good off-site data back-up procedures.

Some practices that we've spoken too after they were infected, often had lax security standards and poor back-up procedures to the point of not having a recoverable data back-up going back more than a month. You can imagine the cost of losing 30 days of billing, payments, appointments, recall and patient note information.

That's why we recommend that if you own an independent medical practice without a professional IT manager that you look at moving to a professional IT managed services company or an ASP cloud-based software version.

A professional IT managed services company can check that your server network is secure, that you are downloading the necessary software updates, provide automatic and timely offsite back-up as well as monitoring your network on a 24-hour, 7 day a week basis. If you encounter a problem, you have a company that understands your network and is ready and willing to assist you in data recovery from your off-site back-up files. If you are running a million-dollar medical practice, several thousand dollars a year is an inexpensive insurance policy. Managed services may not be cheap but it's a lot less expensive than trying to recover lost patient data.

Another alternative for smaller medical practices is an ASP (application service provider), or cloud-based version of your in-house billing and/or EMR system. The advantages of a cloud-based system is that you no longer need to maintain a file server in your office. Servers are owned and maintained by the ASP as well as housed in a protected and professionally managed location on a 24-hour, 7 day a week basis. You pay a monthly subscription fee to use the software and access your data via the Internet from anywhere. You are only responsible for local computers and printers. The ASP vendor is responsible for purchasing and maintaining the server, updating new versions of both Microsoft and medical application software and providing off-site back-up, removing this responsibility from your staff. Most cloud-based vendors also provide redundancy in case of equipment failure, something that most practices can't afford.

Physicians are familiar with dealing with medical viruses. A computer virus can be avoided just like a medical virus by taking careful steps, but never eradicated. In addition to the above recommendations here are some local steps that every medical practice should take:

1. Do not open any email attachment from any source that you do not recognize or expect to receive. I have a friend that loves sending me email jokes and attachments, and I won't even open his attachments and I know the guy. Who knows where he pulled this information, and what's hidden in it. I'd rather be safe than sorry.
2. Don't click on pop ups that appear on your computer screen.
3. This one is difficult to enforce but instruct employees not to read personal email or visit non-commercially, well-known websites from their work computer. Keep away from "shady" websites.
4. Make sure your office is using a business class, hosted endpoint protection (virus and security) software on all local computers, and make sure you keep it up-to-date.
5. If you don't have a managed services or ASP contract that includes off-site back-up, the most important thing you can do while you plan on acquiring one is to maintain local multiversion back-ups on a daily basis. Your data back-up is the only protection to restore your medical practice information after encountering a ransomware attach. By multi-version I mean more than one back-up source or multiple types of back-up. We've encountered practices that continue to back up data on the same medium repeatedly. If that one backup media fails, they do not have a second source, and all data is lost. A system of daily back-up on five separate media sources (Monday through Friday) is the traditional way of backing up data properly.

It's important to understand that you cannot eliminate encountering a ransomware attack, but your patient information is too valuable to not take the most precautions possible, and to protect your medical practice from a financial loss.

LICENSE AGREEMENT



CHARTMAKER® MEDICAL SUITE LICENSE AGREEMENT SUBSCRIPTION (ASP) VERSION

This LICENSE AGREEMENT (hereinafter referred to as "Agreement") is made this _____ day of _____, between STI Computer Services, Inc., with its principal place of business located at: Valley Forge Corporate Center, 2701 Van Buren Avenue, Eagleville PA 19403. (hereinafter referred to as "STI"), and

(hereinafter referred to as "LICENSEE").

(W I T N E S S E T H:)

WHEREAS, STI is the developer and provider of the ChartMaker Medical Suite, as generally described in Proposal dated _____ (hereinafter referred to "System Proposal") and

WHEREAS, the LICENSEE desires to obtain from STI a license to use the ChartMaker Medical Suite subject to the terms of this Agreement.

NOW, THEREFORE AGREED that in consideration of the mutual promises and considerations and covenants herein contained and as set forth in the System Proposal the parties hereto agree as follows:

1. License : STI shall grant and the LICENSEE shall accept upon the terms and conditions hereinafter set forth, a non-transferable and non-exclusive license to use the program products, such products being further set forth and described in the System Proposal which is attached hereto and incorporated herein by reference for all purposes. The software programs identified in the System Proposal will hereinafter be referred to as the "Licensed Programs".
2. Use of Licensed Programs : This license granted under this agreement authorizes the LICENSEE to use each Licensed Program, in machine readable form only. The LICENSEE shall not be authorized to utilize the Licensed Programs upon a larger number of computers at any one time than the number of concurrent users (seats) provided for in this License Agreement and the System Proposal. The license granted under this agreement authorizes the LICENSEE to utilize programs in printed form, in support of the use of such Licensed Programs in machine-readable form. The license granted under this agreement does not authorize the LICENSEE or to utilize any Licensed Program for the direct or indirect use or benefit of any person or entity other than the LICENSEE. Where the LICENSEE under the terms of this License Agreement and the System Proposal is authorized to utilize the Licensed Program for the direct or indirect use or benefit of any person or entity other than the LICENSEE, the LICENSEE shall pay a separate licensing fee to STI for each person or entity other than the LICENSEE using the Licensed Programs. The LICENSEE shall not be authorized to utilize more copies of the Licensed Programs at any one time than the number provided for in this License Agreement and the System Proposal.

This agreement and any of the Licensed Programs or materials to which it applies may not be assigned, licensed, sublicensed, or otherwise transferred by the LICENSEE to any other person, firm or corporation without the prior written consent of STI. The LICENSEE shall have no right to copy, in whole or in part any of the said Licensed Programs or materials without the prior written consent of STI as provided for in this agreement or by separate written agreement. This agreement shall not prohibit the use of the Licensed Programs or materials by the LICENSEE's present partners or such additional partners as the LICENSEE may acquire hereafter, and further provided that there is not an essential change in nature of the business of the LICENSEE. In the event that the LICENSEE is a corporation or shall hereafter become a corporation, the use of the Licensed Program and materials is intended by this agreement to be for the benefit of all persons who are members of said corporation, provided that there is not an essential change in the nature of the business activity of the LICENSEE corporation. The LICENSEE's right to use the Licensed Program shall not be diminished by or subject to any additional charges or burdens as a result of a change of ownership of the Licensed Programs either by voluntary or involuntary action. The LICENSEE shall be permitted to transmit data in connection with the use of the Licensed Programs and materials from branch or satellite locations owned and operated exclusively by the LICENSEE.

3. Term of Agreement, Purchase Option, and Price Adjustments:

a. The "Initial Subscription Term" of this Agreement is 36 months. Upon expiration of the Initial Term, this Agreement shall automatically renew for successive six (6) month periods (each such period shall be referred to as the "Renewal Subscription Term") unless either party gives the other party written notice of the party's intention to terminate the Agreement at least thirty (30) days prior to the expiration of the Initial Subscription Term or Renewal Subscription Term. b. LICENSEE has the option to convert the Subscription Agreement to a purchase Agreement at any time by LICENSEE providing STI written notice of their intention to convert to purchase. STI will apply 25% of the Software Subscription Fees paid up to a maximum of 50% of the total software purchase price. c. STI agrees not to increase Subscription or Hosting Charges during the period of the Initial Subscription Term but may change Subscription or Hosting Charges prior to each subsequent Renewal Subscription Term by providing written notice to the LICENSEE at least thirty (30) days prior to the expiration of the Initial Subscription Term or Renewal Subscription Term. d. This Agreement is depended upon the LICENSEE passing a financial credit check.

4. Ownership of Data: All patient demographic and medical record information created by the Licensed program will be solely owned by the LICENSEE. LICENSEE grants STI a perpetual unlimited license to use the data in any form or format for data warehousing and back-up purposes provided that STI will protect and maintain the confidentiality of all individual identifiable patient data and comply with current HIPAA requirements.

5. Monthly License Subscription and Hosting Fees:

a. In consideration for the license granted hereunder for the use of the Licensed Programs, the LICENSEE shall pay the monthly Subscription Licensing and Hosting fees to STI as outlined in the System Proposal. b. There shall be added to all monthly license fees and charges under this agreement, amounts equal to any taxes however designated, levied or based on such fee or this agreement or the license programs, including state and local sales privilege and excise taxes based on gross revenue levied at the time of sale. STI shall compute and disclose all such taxes in conjunction with the final quote in conjunction with the system proposal, if requested by the LICENSEE. c. All payments of any sums due and owing under this Agreement to STI shall be due and payable at the office of STI. All sums which are past due and owing shall bear interest at 18% or the maximum legal rate; whichever is lower, from the date when such sums are due and payable until paid. d. The term of this license shall be perpetual.

6. Indemnification: In the event that the LICENSEE modifies the Licensed Programs or merges it into an update work pursuant to Paragraph 4 hereinabove, and the use of the Licensed Programs as modified or merged shall be alleged to be an infringement of any patent or copyright, the LICENSEE shall save and hold harmless STI from and against any and all suits, claims, judgment, cost and expense (including reasonable attorneys' fees) of any kind or character whatsoever instituted, made and recovered against STI arising out of any rights claimed under such patent or copyright.

7. Delivery: Subject to availability, Licensed Programs shall be shipped to the LICENSEE within the terms of the System Proposal subject to conditions beyond STI's control. STI does not warrant that shipment or availability dates will be met under such circumstances.

8. Warranty: and Limitation of Liability: STI warrants its Licensed Programs to reasonably conform to the specifications in the System Proposal. STI reserves the right to change the Licensed Programs and to offer Licensed Programs updates at an additional charge. STI reserves the right to charge LICENSEE and the LICENSEE agrees to pay for modifications of any kind to the Licensed Programs requested by the LICENSEE through STI after installation as outlined in the System Proposal, but only after the charges have been agreed to in writing. STI will support the LICENSEE in the use of the Licensed Programs, as outlined in the System Proposal. STI shall not be liable to the LICENSEE for any damages arising from delays, loss of use or other direct, indirect, consequential, or special damages of any kind whatsoever, including but not limited to loss of anticipated profits or other economic loss in connection with or arising directly or indirectly out of the existence, furnishing, functioning or use of the Licensed Programs. TO THE EXTENT PERMITTED BY APPLICABLE LAW, THE LIABILITY OF STI OR DEALER, IF ANY, FOR DAMAGES, REGARDLESS OF THE FORM OR ACTION, RELATING TO ANY LICENSED PROGRAMS SHALL BE LIMITED TO THE ACTUAL AMOUNTS PAID BY LICENSEE FOR THE LICENSED PROGRAMS AND SHALL IN NO EVENT INCLUDE INCIDENTAL, OR CONSEQUENTIAL DAMAGES OF ANY KIND. STI's liability hereunder for damages, regardless of the form or action, shall not exceed the fee paid by the LICENSEE for the particular Licensed Programs. No action, regardless of form, arising out of transactions under this Agreement may be brought by either party more than one year after the cause of the action has accrued which accrual shall be the first date of any alleged occurrence which is claimed to give rise to the cause of action. STI shall in no event be liable for any Licensed Programs malfunction, which may occur if the Licensed Programs is run upon any equipment other than a Microsoft Windows Compatible Computer as specified in the System Proposal. In the event that the Licensed Program or material is damaged or destroyed for any reason or by any means, STI will replace the damaged Licensed Program or material without additional cost to the LICENSEE.

9. Default : a. Any of the following events shall constitute an event of default hereunder (herein "Event of Default"): (i) failure by LICENSEE to pay when due any sums of money due under the terms of this Agreement; (ii) failure by the LICENSEE to perform, keep and observe any term, provision covenant, warranty or condition contained heretofore, now or hereafter executed by the LICENSEE and delivered to STI, which term, provision covenant, warranty or condition is required to be performed, kept or observed by the LICENSEE; (iii) if a Licensed Programs or any material used in connection therewith is attached, seized, subject to a writ of attachment, or is levied upon, or comes within the possession of any receiver, trustee, custodian or assignee for the benefit of creditors; (iv) the filing by LICENSEE of any petition for liquidation, dissolution or any other relief under any federal or state laws for debtor's relief; (v) the filing by or against the LICENSEE of any proceeding under the Bankruptcy Act or for the appointment of a receiver, trustee or custodian for all or any part of a Licensed Programs; (vi) the making by the LICENSEE of any assignment for the benefit of creditors; (vii) the filing of a notice of tax lien or the existence of any other lien or encumbrance with respect to a Licensed Programs, or any material used in connection therewith. b. Upon the occurrence of any one of the above Events of Default, STI, or its assignee, may, at its option, elect and pursue one or more of the following remedies: i. Terminate this Agreement. ii. Proceed either at law or in equity to enforce performance by LICENSEE of any applicable covenants and provisions of this Agreement or to recover damages for the breach thereof. The LICENSEE shall also pay STI, or its assignee, any and all of the cost and expenses, including reasonable attorneys' fees, in exercising any rights or remedies hereunder or of enforcing any of the covenants or conditions of this Agreement. It is agreed that each and every one of the rights, remedies and benefits provided by this Agreement shall be cumulative and shall not be exclusive of any other said rights, remedies and benefits to which STI may have as afforded by law.

10. General: a. All notices or other communications given under this Agreement shall be in writing delivered or sent to the address of the other party as set forth herein, or such other address of such party as shall have therefore been designated by notice in writing. Notices shall be deemed delivered when sent by prepaid certified mail, return receipt requested. b. This Agreement is not assignable without the prior written consent of STI. Any attempt to assign any of the rights, duties or obligations of this Agreement without such consent is void. c. This Agreement and the attached System Proposal constitute the entire Agreement of the parties hereto and supersedes all other Agreements, oral or otherwise; this Agreement and the attached System Proposal may only be amended by written instrument duly executed by the parties. d. This Agreement shall be construed and interpreted in accordance with the laws of the Commonwealth of Pennsylvania and disputes arising under this Agreement shall be litigated in a court of competent jurisdiction in Montgomery County, Commonwealth of Pennsylvania. e. All pronouns and any variations thereof shall be deemed to refer to the masculine, feminine, neuter, singular or plural, as the identity of the person or persons may require. f. Paragraph headings used herein are descriptive only and shall have no legal force or effect. g. If any of the provisions of this Agreement shall for any reason be held violative of any applicable law and some of this Agreement is held to be unenforceable, then the invalidity of such provision herein shall not be held to invalidate any other provision herein, all of which shall remain in full force and effect. h. All parties to this Agreement warrant and represent that they have the power and authority to enter into this Agreement in the names, titles and capacities herein stated and on behalf of any entities, persons, trusts or firms represented or purported to be represented. i. This Agreement shall not constitute a contract until executed by STI and the LICENSEE. Any representation or statement made by any representative of STI or the LICENSEE not contained in this Agreement shall not be binding upon STI or the LICENSEE. j. No provision of this Agreement shall be deemed waived, amended or modified by all party, unless such waiver, amendment or modification be in writing signed by the other party against who it is sought to enforce the waiver, amendment, or modification. k. The LICENSEE herein hereby specifically grants to STI permission to use the LICENSEE's name, address and area of specialty in listings of users of the system, to be distributed to potential customers .

11. Local Laws and Regulations: The Licensed Programs are prepared so that in its operation it will comply with all governmental laws and rules and regulations that are known to STI, however because it will be used in many different jurisdictions and political sub-divisions, each LICENSEE is cautioned to check with their own attorney to satisfy themselves that all of the operations of this program are in compliance with the laws and regulations that apply in their locality.

12. Force Majeure: STI shall not be liable for any delay or failure to comply with terms of this Agreement due wholly or in part to Force Majeure which may not be overcome by due diligence. In the event of such occurrence, STI shall give notice and full particulars of Force Majeure indicating efforts being taken to overcome it in writing as soon as possible after the occurrence of the cause relied on by STI. The obligations of STI so far as affected by such Force Majeure shall be suspended during the continuance of any inability so caused, and such inability of STI shall not constitute or be a breach of this Agreement. The term "Force Majeure" as used herein shall mean and be limited to strikes, labor disturbances, material shortages, acts of God or any cause reasonably beyond the control of STI. Any delay caused by Force Majeure shall automatically extend the completion or delivery date by the corresponding length of time; provided, however, in the event that STI seeks relief of their obligation to perform under this agreement by reason of Force Majeure, then, and only in that event, shall the LICENSEE temporarily be relieved of its obligations to make timely payment of all fees and other sums due STI for licensed programs for a similar amount of time, and in this respect, only for those licensed programs which are in fact subject to delay in delivery from STI to the LICENSEE.

13. Software Support & Upgrades: STI will provide LICENSEE software support and upgrades. STI agrees to perform the services outlined below for the Licensed Programs: (a.) provide telephone support for ChartMaker to include responding to any questions regarding the general operation of ChartMaker. The LICENSEE must have completed previous STI training on the questioned topic. Software support does not include training which is available at an additional charge. STI will guide LICENSEE to appropriate resources needed to correct problems. ChartMaker support will be available during normal working hours from 7:00 a.m. and 5:15 p.m. local time, Monday through Friday, excluding nationally recognized holidays. (b.) provide ChartMaker Licensed Program upgrades to improve functionality, improve system response, improve ease of system use, respond to changing insurance requirements, and correct ChartMaker Licensed Program problems that preclude operation in conformance with specifications, unless they are caused by operator error or hardware malfunctions. ChartMaker malfunctions due to modifications or upgrades in computer equipment, or computer operating systems are not included in ChartMaker software support. All ChartMaker upgrades will be initiated at the sole discretion of STI. (c.) provide annual user group meetings for on-going education regarding ChartMaker Licensed Programs to be held throughout the local area or via the web. STI reserves the right to cancel any meeting at its sole discretion. (d.) provide after hours ChartMaker support for emergency purposes only excluding nationally recognized holidays. The available hours are Monday through Friday, from 5:15 p.m. to 9:00 p.m., and on weekends between the hours of 8:30 am and 6:00 pm.

14. Training: STI will provide training to the LICENSEE during the installation period as set forth in the System Proposal.

15. Licensee Responsibilities: The information contained within the ChartMaker Medical Suite Licensed Programs is intended for use only by physicians and other competent healthcare professionals who should rely on their clinical discretion and judgment in diagnosis and treatment. As between STI, and LICENSEE, the LICENSEE hereby assumes full responsibility for insuring the appropriateness of using and relying upon the ChartMaker Medical Suite Licensed Programs. Every effort has been made to ensure that the ChartMaker Medical Suite Licensed Programs are accurate, up-to-date, complete and free from errors, but no guarantee is made to that effect. The LICENSEE is responsible to incorporate sufficient checkpoints, balances and controls to satisfy accuracy, and any audit requirements in the use of the Licensed Programs, and to establish any protective measures that may be appropriate to safeguard the privacy of data or meet security requirements. The LICENSEE is responsible to select, test, and operate the Licensed Programs. The LICENSEE hereby warrants, covenants and agrees to not provide or otherwise make available any Licensed Programs in any form to any other person or entity unless specifically requested in writing by STI to disclose such information.

16. Security and Data Back-up: STI is responsible to incorporate sufficient restart requirements in the event of hardware outages at the hosting location, and to establish any protective measures necessary to limit access to LICENSEE's and LICENSEE's patient's Protected Health Information (PHI) as required by HIPAA, and establish adequate backup plans based on duplication of critical machines and provide for adequate off site data backup procedures. STI will provide daily back-up services as part of this agreement.

17. Computer Viruses: The parties recognize that computer viruses are a fact of life. STI recommends that you use virus protection software and we can provide it for you at an additional cost as described in the System Proposal. The LICENSEE understands its obligation to provide its own protection for the Licensed Program and any other programs or equipment owned by the LICENSEE or used by the LICENSEE and agrees not to intentionally inject any virus or malware into the License Programs. STI does represent and warrant that the licensed program is free of any viruses at the time of its connection delivery to the LICENSEE but cannot guarantee that a future computer virus will not be injected by a third party.

18. Acceptable Use Policy: a. LICENSEE shall use the Subscription and hosted License programs only for lawful purposes, in compliance with all applicable laws. LICENSEE is responsible for all use of the website by its users, regardless of whether such use is known to, or authorized by the LICENSEE. STI reserves the right to investigate suspected violations of this agreement and at its sole discretion may suspend access to the web site servers. B. LICENSEE is responsible for maintaining the confidentiality of any passwords and access codes given to access the website and all activities that occur under those passwords. LICENSEE agrees to notify STI immediately of any unauthorized use of its passwords. c. LICENSEE is prohibited from using any tool or programs to compromise security of the License programs or website. STI will cooperate with law enforcement officials in investigating any suspected criminal activity. d. STI reserves the right to monitor the License programs or website to operate the System properly and securely and to protect itself and other Customers.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement in multiple original copies, any of which executed copies shall serve as an original for all purposes.

ACCEPTED BY Licensee: By _____ Date: _____
Authorized Signature/Title

Name and Address

ACCEPTED BY: STI Computer Services, Inc. By: _____ Date: _____
Authorized Signature/Title

STI ASP License 6/25/15