



SUBSCRIPTION AGREEMENT

READ CAREFULLY: This Subscription Agreement (“Agreement”) is a binding legal contract between you (“Customer”) and MediRegs, Inc. (“MediRegs”). By downloading, installing, accessing or using the Products, as defined below, Customer agrees to be bound by the terms of this Agreement. If Customer does not agree to the terms of this Agreement, MediRegs is not willing to license any right to use or access the Products to Customer. In such event, Customer may not download, install, access, use or copy the Products and should contact MediRegs regarding a refund of fees paid, if any. The Effective Date of this Agreement will be set forth in the Order, as defined below.

1. Certain Definitions. In addition to the terms defined in the body of the Agreement, the terms set forth below shall have the following meanings:
 - “Authorized Users” Means those specific individual employees of Facilities of Customer identified in an Order or as otherwise mutually agreed upon in writing by the parties who have received a user identification from MediRegs or from an authorized Customer administrator to access and use the Covered Product(s).
 - “Covered Products” means the specific Products for which Customer has purchased a subscription pursuant to this Agreement as set forth in the Order or as otherwise mutually agreed upon in writing by the parties.
 - “Facilities” or “Facility” means the facilities of Customer that are authorized to access the Covered Products hereunder as set forth in the Order or as otherwise mutually agreed upon in writing by the parties.
 - “Order” means the MediRegs-provided document or Invoice describing the Covered Products to be licensed by Customer, applicable fees, Facilities, and Authorized Users, training, and any other services to be rendered by MediRegs or changes to the foregoing.
 - “Products” means the software products or content databases, in object code format only, comprising MediRegs’ family of content database and software programs as more fully described in the applicable Product Description. Certain Products are provided online by MediRegs. Other Products are delivered by MediRegs to Customer for installation and use on Customer’s systems.
 - “Product Description” means such documentation as MediRegs makes generally available at www.mediregs.com or regarding its Products.
 - “Subscription Term” means, as to each Covered Product, the Initial Term described in Section 5.1 and any Renewal Term.
 - “Third Party Materials” means software and data provided by third parties and contained in the Products. Applicable third party license agreements and disclaimers will be provided with the relevant Products.
2. Subscription Services.
 - 2.1. Subscription Services. Subject to the terms and conditions of this Agreement, during the applicable Subscription Term as to each Covered Product, MediRegs hereby grants to Customer, and Customer accepts, a non-exclusive, non-transferable (except pursuant to Section 12.1), limited license to access the Covered Product(s) through the media and method provided or specified by MediRegs solely for Customer’s internal business purposes. The license in the preceding sentence shall only be for the specific number of Authorized User(s) and specific Facilities identified in the Order. In addition to the access described above, each Product subscription shall include and MediRegs’ then current, generally applicable support services for such Product (collectively, and together with the access, the “Subscription Services”). The Subscription Services also include periodic releases, and upgrades and updates to the Covered Products as may be made generally available by MediRegs to its customers for no additional charge from time to time. However, MediRegs reserves the right to charge separately for any new Products or new databases and/or functionality that are not generally released to MediRegs’ customers for no additional charge as part of the Covered Products. Customer shall be solely responsible for connection of Customer’s computers to a telecommunications service that provides Internet access for purposes of Customer’s access and use of the Subscription Service. Any new or additional features and/functions may be offered separately and may be subject to additional fees. If Customer desires to increase the number of Authorized Users or add Facilities or add Product Products to its subscription, the parties will mutually agree on an additional Order to address such matters.
 - 2.2. Limited Rights. Except as expressly authorized by this Agreement, Customer will not (and will not allow any third party to): (i) provide access to the Covered Products, (ii) provide, lend, assign, transfer, sublicense or otherwise distribute or make available to the results of any Subscription Services to any third party other than authorized Users who are employees of Customer, (iii) decompile, disassemble, reverse engineer or otherwise access the Covered Products in any manner not expressly permitted under this Agreement, the applicable Product Description, or for internal development of a similar product, (iv) use the Covered Products to develop a competing product or service; (v) provide, lease, lend, use for timesharing or service bureau purposes or otherwise use or allow others to use any Covered Product for the benefit of any third party, or (vi) use any Covered Product, or allow the transfer, transmission, export, or re-export of any Covered Product or portion thereof in violation of any export control laws or regulations administered by the U.S. Commerce Department, or any other government agency. Customer shall not remove any copyright, trademark, proprietary rights, disclaimer or warning notice included on or embedded in any part of Subscription Services (including any screen displays, etc.) or any other products or materials delivered by MediRegs hereunder. Except for the express license granted herein, no other licenses are granted by MediRegs by implication or otherwise.
 - 2.3. Updates to Product Descriptions. MediRegs reserves the right to update and revise the Product Descriptions from time to time. Customer acknowledges that a copy of the Product Descriptions for the Covered Product has been made available to Customer prior to the Effective Date. The Product Descriptions for the Covered Products as updated by MediRegs from time to time are hereby incorporated into this Agreement by reference in their entirety. In the event of a conflict between the terms of the Product Descriptions for any Covered Product and the terms of this Agreement, the terms of this Agreement shall control.
 - 2.4. Training. If set forth in an Order, MediRegs will provide training and/or training materials to Customer on the support, use, and technical functions of the Covered Products on a time and materials basis at the rates set forth in the Order. Customer shall reimburse MediRegs for all expenses and out-of-pocket costs related to the training. Non client specific training will be provided via regularly schedule webinars at MediRegs discretion.
3. Fees.
 - 3.1. Subscription Fees. Each year during the applicable Subscription Term, Customer shall pay to MediRegs the annual subscription fee(s) set forth in the Order hereto for each Covered Product (collectively, the “Subscription Fees”), as consideration for the Subscription Services. The Subscription Fees are due and payable in accordance with the Order. MediRegs, in its sole discretion, reserves the right to adjust the Subscription Fee for any Covered Product during the Subscription Term, which adjustment shall be effective on each anniversary of the Effective Date; provided, however, that any such price increases will be capped at the lesser of: (i) the annual Consumer Price Index or (ii) 5% of the previous applicable Subscription Fee. As used herein, the annual Consumer Price Index means the percentage change for the applicable one-year period of the “All Items Figure” of the Consumer Price Index - All Urban Consumers – U.S. City Average (1982-84 = 100) issued by the Bureau of Labor Statistics of the United States Department of Labor. The limitation in the preceding sentence does not apply increases in Subscription Fees

- as a result of MediRegs' cost increases due to price changes in AMA CPT Assistant or AHA Coding Clinic.
- 3.2. **Payment Terms.** Invoices for all fees are due and payable upon receipt. If an invoice is not paid in full within thirty (30) days after the invoice date, a late payment fee of one and one-half percent (1.5%) of the balance due will be charged each month. This late payment fee is not intended to create a credit arrangement. Customer agrees to pay all court costs, fees, expenses and reasonable attorneys' fees incurred by MediRegs in collecting delinquent fees.
 - 3.3. **Taxes.** All taxes, duties, fees and other governmental charges of any kind (including sales and use taxes, but excluding taxes based on the gross revenues or net income of MediRegs) that are imposed by or under the authority of any government or any political subdivision thereof on the fees for the Subscription Services or the Setup Services provided by MediRegs under this Agreement, shall be borne solely by Customer, unless Customer can evidence its tax exemption and shall not be considered a part of, a deduction from or an offset against such fees. If Customer loses tax exempt status, it shall pay any taxes due as part of any renewal or payment. Customer shall promptly notify MediRegs if its tax status changes.
4. **Ownership.** Except as otherwise expressly set forth in Section 2 above, this Agreement grants no rights whatsoever to Customer or any third party in the patents, copyrights, trade secrets, trademarks, service marks or other intellectual property rights of MediRegs, including any rights in the Covered Products, whether created prior to, during or after the performance of this Agreement. All right, title and interest in the Covered Products and new releases, and all revisions, modifications and derivatives thereof, shall at all times remain the property of MediRegs and MediRegs licensors.
 5. **Term and Termination.**
 - 5.1. **Subscription Term.** The initial subscription term for each Covered Product is set forth in the Order (the "**Initial Term**"). The Initial Term for each Covered Product will automatically renew for successive terms equal to duration of the Initial Term unless MediRegs receives written notice from Customer of its desire to terminate a particular Covered Product at least sixty (60) days prior to the end of the then current Subscription Term (each, a "Renewal Term"). Such notice will serve as representation of Customer's desire not to renew that particular Covered Product and such notice will not be applied to other Covered Products unless Customer so indicates.
 - 5.2. **Term of this Agreement.** Except as specifically provided in this Section 5, the term of this Agreement will continue from the Effective Date through and until the termination or expiration of the last applicable Subscription Term, after giving effect to all applicable renewals and extensions thereof.
 - 5.3. **Termination of Subscription Service or Agreement for Cause.** Either party ("**Aggrieved Party**") may terminate any Subscription Service or this Agreement upon written notice of such termination, if the other party commits a material breach of this Agreement and fails to correct or cure such material breach within sixty (60) days following written notice by the Aggrieved Party to the other party specifying the material breach, and the nature and extent thereof, in reasonable detail and referencing this Section 5.3. Failure of Customer to pay any amounts when due shall constitute a material breach and MediRegs shall be entitled to terminate any Subscription Service or this Agreement part for cause immediately and without notice.
 - 5.4. **Effect of Termination or Expiration of Subscription Term.** Immediately upon termination or expiration of any Subscription Service or this Agreement in whole or in part, Customer will cease the use of the Covered Product. Any continued use will be the same as a renewal request and MediRegs bill Customer for a full Renewal Term and Customer agrees to pay the applicable Subscription Fee.
 - 5.5. **Survival.** Notwithstanding any termination of this Agreement, the following Sections shall survive, along with all definitions required thereby: Sections 2.3, 4, 5.4., 6, 9, and 12, and any other provision of this Agreement that contemplates a continuing obligation. In the event of termination or expiration of this Agreement or any Subscription Service, MediRegs shall have the unrestricted right to cease all further performance under any provision of this Agreement which does not survive termination. Unless a contrary intention clearly appears, expressions of termination, cancellation or rescission of this Agreement may not be construed as a renunciation or discharge of any claim in damages for an antecedent breach of this Agreement.
 6. **Confidentiality.**
 - 6.1. **Proprietary Information.** "**Proprietary Information**" means any proprietary or confidential information of either party however embodied, including without limitation information, technical data or know-how which relates to computer software programs or documentation, specifications, source code, object code, research, inventions, processes, designs, drawings, engineering, products, services, customers, markets or finances, which information is disclosed to the other party in accordance with the provisions of Section 6.2. Notwithstanding the above, Proprietary Information shall not include any information that is either: (i) available from public sources or in the public domain, through no fault of the Recipient; (ii) received at any time from any third party without breach of a non-disclosure obligation to the disclosing party; (iii) shown through proper documentation to have been developed independently by the Recipient; (iv) readily discernible from publicly-available products or literature; or (v) approved for disclosure by prior written permission of a corporate officer of the disclosing party. Either party may disclose the Proprietary Information of the other party pursuant to any judicial or governmental order or regulation to the extent required by such order or regulation, provided that such party provides the other party with sufficient prior notice to contest such order or seek appropriate confidential treatment of the Proprietary Information. The parties agree not to disclose the terms and conditions of this Agreement without the prior written consent of the other party.
 - 6.2. **Required Notices and Legends.** The Products and all related technical information (including the terms of this Agreement) furnished in any manner by MediRegs, are agreed to be the Proprietary Information of MediRegs. Otherwise, no information of either party shall be protected or treated as Proprietary Information hereunder, unless disclosed in accordance with the following procedures: (i) if disclosed information is written, recorded, graphical or otherwise in a tangible form, then it shall be labeled as "Proprietary," "Confidential," or with a similar legend denoting confidentiality, which legend shall indicate the identity of the disclosing party; and (ii) if information is orally disclosed, then it shall be identified as confidential at the time of its disclosure.
 - 6.3. **Restrictions on Proprietary Information.** Each party, as a recipient (a "**Recipient**"), agrees that, with respect to any Proprietary Information that is disclosed to it within the scope hereof: (i) such Proprietary Information shall not be further disclosed, to any person outside of the Recipient's business organization (except to contractors and consultants of the Recipient who perform services on the Recipient's business premises, and who are subject to appropriate nondisclosure obligations consistent with the obligations hereunder), and shall only be disclosed within the Recipient's organization on a "need-to-know" basis to individuals who have been apprised of the confidential nature of the information; (ii) such Proprietary Information shall be treated according to the same internal security procedures, and with the same degree of care regarding its secrecy and confidentiality, as similar information of the Recipient is treated within the Recipient's organization; and (iii) such Proprietary Information shall remain the property of the disclosing party, and its disclosure to the Recipient hereunder creates only a limited right of Recipient to use such information in furtherance of Recipient's obligations under this Agreement.
 7. **Representation and Warranties.**
 - 7.1. **MediRegs Representations and Warranties.** MediRegs represents and warrants to Customer that (i) it shall use reasonable care to perform its duties hereunder in a professional and workmanlike manner; and (ii) during the Term, the Covered Products shall operate in substantial conformity with the applicable Product Description. Notwithstanding the foregoing, Customer's sole and exclusive remedy, and MediRegs' sole

and exclusive liability, for a breach of the foregoing representations and warranties shall be MediRegs generally applicable support services, replacement of a Product if necessary, or a credit for the pre-paid portion of the subscription for the affected Covered Product, as determined in MediRegs' sole discretion.

- 7.2. Warranty Disclaimer. EXCEPT FOR THE EXPRESS WARRANTIES SET FORTH ABOVE, THE COVERED PRODUCTS AND THE SUBSCRIPTION SERVICES ARE PROVIDED "AS IS" AND "AS-AVAILABLE" BASIS AND MEDIREGS DOES NOT MAKE, AND HEREBY DISCLAIMS, ANY AND ALL OTHER EXPRESS OR IMPLIED WARRANTIES, INCLUDING, BUT NOT LIMITED TO, NON-INFRINGEMENT, WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, ANY WARRANTIES ARISING FROM A COURSE OF DEALING, USAGE, OR TRADE PRACTICE, OR THAT THE COVERED PRODUCTS WILL OPERATE ON AN UNINTERRUPTED OR ERROR-FREE BASIS. MEDIREGS MAKES NO WARRANTY OF ANY KIND, WHETHER EXPRESS OR IMPLIED WITH REGARD TO ANY THIRD PARTY MATERIALS. MEDIREGS EXPRESSLY DISCLAIMS ALL WARRANTIES, EXPRESS AND IMPLIED, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY, TITLE/NON-INFRINGEMENT, QUALITY OF INFORMATION, QUIET ENJOYMENT, AND FITNESS FOR A PARTICULAR PURPOSE WITH REGARD TO THE THIRD PARTY MATERIALS. ALL THIRD PARTY MATERIALS ARE PROVIDED AS-IS, WITHOUT WARRANTIES OF ANY KIND.
 - 7.3. Certification Regarding Exclusion From State And Federally Funded Health Care Programs. MediRegs certifies that MediRegs, including its employees, whether temporary, permanent, full-time, or part-time, or subcontractors, is not and at no time has been sanctioned, excluded or proposed for exclusion from participation in any federal or state funded health care program, including but not limited to the Medicare or Medicaid programs.
8. Intellectual Property Indemnification.
- 8.1. Indemnity. MediRegs agrees to defend and settle at its expense and pay any final judgment or settlement in connection any third-party claim that Customer's authorized use of the Covered Products infringes a United States Patent or copyright of any third party. The foregoing indemnification obligation of MediRegs is contingent upon MediRegs being promptly notified in writing of such claim, has the sole authority to control the defense or settlement of such claim, and receives the reasonable assistance of Customer in connection therewith. If a claim of infringement under this Section 8 occurs, or if MediRegs determines that a claim is likely to occur, MediRegs will have the right, in its sole discretion, to either: (i) procure for Customer the right or license to continue to use the Covered Product free of the infringement claim; or (ii) modify the Covered Product to make it non-infringing. If these remedies are not reasonably available to MediRegs, MediRegs may, at its option, immediately terminate the Term for the affected Covered Product or the entire Agreement and return any fees that have been paid by Customer in advance for future periods with respect to the affected Covered Product. Notwithstanding the foregoing, MediRegs has no obligation with respect to any claim of infringement that is based upon or arises out of: (i) the use or combination of Covered Products or Subscription Services with any hardware, software, products, data or other materials not specified or provided by MediRegs; (ii) Customer's use of Covered Products or the other Subscription Services other than in accordance with MediRegs' written directions or policies; or (iii) any Third Party Materials.
 - 8.2. Exclusive Remedy. THE PROVISIONS OF THIS SECTION 8 STATE THE SOLE AND EXCLUSIVE OBLIGATIONS AND LIABILITY OF MEDIREGS AND ITS LICENSORS AND SUPPLIERS FOR ANY PATENT, COPYRIGHT, TRADEMARK, TRADE SECRET OR OTHER INTELLECTUAL PROPERTY RIGHTS INFRINGEMENT CLAIMS ARISING OUT OF OR RELATING TO THE COVERED PRODUCTS AND/OR SUBSCRIPTION SERVICES AND/OR THIS AGREEMENT. The provisions of this Section 9 are in lieu of any implied warranties of non-infringement, all of which are disclaimed.
9. Disclaimer and Limitations.
- 9.1. MediRegs is not liable for any claims attributable to any errors, omissions, or other inaccuracies in the information or material contained herein.
 - 9.2. EXCEPT AS PROVIDED IN SECTION 9.3 BELOW, IN NO EVENT SHALL MEDIREGS BE LIABLE OR OBLIGATED WITH RESPECT TO THE SUBJECT MATTER OF THIS AGREEMENT OR UNDER ANY CONTRACT, NEGLIGENCE, STRICT LIABILITY OR OTHER LEGAL OR EQUITABLE THEORY FOR DIRECT, INDIRECT, SPECIAL, PUNITIVE, INCIDENTAL, OR CONSEQUENTIAL DAMAGES REGARDLESS OF THE NATURE OF THE CLAIM, INCLUDING WITHOUT LIMITATION LOST PROFITS, COSTS OF DELAY, ANY FAILURE OF DELIVERY, BUSINESS INTERRUPTION, COSTS FOR INTERRUPTION OF USE, LOSS OR CORRUPTION OF DATA DOCUMENTATION, COSTS OF PROCUREMENT OF SUBSTITUTE GOODS, TECHNOLOGY, SERVICES OR RIGHTS OR ANY LIABILITIES TO THIRD PARTIES ARISING FROM ANY SOURCE, , EVEN IF INFORMED OF THE POSSIBILITY THEREOF IN ADVANCE. THIS LIMITATION UPON DAMAGES AND CLAIMS IS INTENDED TO APPLY WITHOUT REGARD TO WHETHER OTHER PROVISIONS OF THIS AGREEMENT HAVE BEEN BREACHED OR HAVE PROVEN INEFFECTIVE.
 - 9.3. MEDIREGS' MAXIMUM LIABILITY ARISING OUT OF OR RELATED TO THIS AGREEMENT, REGARDLESS OF LEGAL THEORY (WHETHER IN CONTRACT, TORT OR OTHERWISE), SHALL **NOT EXCEED THE SUM OF FEES PAID BY CUSTOMER OVER THE IMMEDIATELY PRECEDING TWELVE (12) MONTHS** FOR THE SPECIFIC COVERED PRODUCT GIVING RISE TO THE LIABILITY. THE LIMITATION SECTION 9.2 ABOVE SHALL NOT APPLY TO MEDIREGS' INTELLECTUAL PROPERTY INDEMNIFICATION OBLIGATIONS UNDER SECTION 9, TO THE OBLIGATIONS OF THE PARTIES UNDER SECTION 6 ABOVE.
 - 9.4. The limitations of liability included in this Section 9 are fundamental to this Agreement and have been specifically reviewed and bargained for by the parties, and neither party would be willing to enter into this Agreement or the business relationship contemplated hereby, unless such limitations are given effect.
 - 9.5. Customer acknowledges and agrees that none of MediRegs' business partners, distributors, licensors, and vendors shall have any liability to Customer in connection with or arising out of this Agreement and Customer hereby releases and forever discharges all of those entities from any such liability.
10. American Hospital Association and American Medical Association Acknowledgements.
- 10.1. AHA CODING CLINIC™ FOR HCPCS and is copyrighted by the American Hospital Association ("AHA"), Chicago, Illinois, which licenses its use. No portion of AHA CODING CLINIC™ FOR HCPCS may be copied without the express, written consent of Health Forum ("HF"). It is understood that AHA did not enter the AHA CODING CLINIC™ FOR HCPCS information and data into the computer and therefore AHA is not responsible for the accuracy, completeness or appropriateness of the information. AHA and Customer make no warranties of merchantability or fitness for a particular purpose. AHA shall have no liability to anyone, including the Customer and the Sublicensed Location, for lost profits or indirect or consequential damages. AHA makes no warranties of any kind with respect to the Customer, its products or services. The printing or downloading of Coding Clinic by any user, other than the printing of an entire article from Coding Clinic on a specific topic without any modification to the article for internal use only by the Sublicensed Location as long as the source of the article(s) is printed on the printout(s) is prohibited. Customer may not print, download or otherwise reproduce entire versions of the quarterly Coding Clinic.
 - 10.2. AHA CODING CLINIC™ FOR ICD and is copyrighted by the American Hospital Association ("AHA"), Chicago, Illinois, which licenses its use. No portion of AHA CODING CLINIC™ FOR ICD may be copied without the express, written consent of Health Forum. It is understood that AHA did not enter the AHA CODING CLINIC™ FOR ICD information and data into the computer and therefore AHA is not responsible for the accuracy, completeness or appropriateness of the information. AHA and Customer make no warranties of merchantability or fitness for a particular purpose. AHA shall have no liability to anyone, including the Customer and the Sublicensed Location, for lost profits or indirect or

consequential damages. AHA makes no warranties of any kind with respect to the Customer, its products or services. The printing or downloading of Coding Clinic by any user, other than the printing of an entire article from Coding Clinic on a specific topic without any modification to the article for internal use only by the Sublicensed Location as long as the source of the article(s) is printed on the printout(s) is prohibited. Customer may not print, download or otherwise reproduce entire versions of the quarterly Coding Clinic,

- 10.3. American Medical Association Disclaimer. CPT Assistant, Physicians' CPT codes, descriptions, and material only are Copyright of the AMA. All Rights Reserved. No fee schedules, basic units, relative values, or related listings are included in CPT. The AMA does not directly or indirectly practice medicine or dispense medical services. The AMA assumes no liability for data contained or not contained herein. CPT and CPT Assistant are trademarks of the AMA. The AMA and MediRegs disclaim responsibility for any consequences or liability attributable to or related to any use, misuse, nonuse or interpretation of information contained or not contained in CPT or CPT Assistant.
 - 10.3.1. U.S Government Rights. This product includes CPT, which is commercial technical data, and/or commercial computer software documentation, as applicable that were developed exclusively at private expense by the AMA, 515 North State Street, Chicago, Illinois, 60610. U.S. Government rights to use, modify, reproduce, release, perform, display, or disclose these technical data and/or computer data bases and/or computer software and/or computer software documentation are subject to the limited rights restrictions of DFARS 252.227-7015(b)(2) (June 1995) and/or subject to the restrictions of DFARS 227.7202-1(a) (June 1995) and DFARS 227.7202-3(a) (June 1995), as applicable for U.S. Department of Defense procurements and the limited rights restrictions of FAR 52.227-14 (June 1987) and/or subject to the restricted rights restrictions of FAR 52.227-14 (June 1987) and FAR 52.227-19 (June 1987), as applicable, and any applicable agency FAR Supplements, for non-Department of Defense Federal procurements.
 - 10.3.2. The provision of an updated version of CPT in the product is dependent upon MediRegs continuing contractual relations with AMA. The distribution or publishing of CPT information in any public electronic bulletin board, or public based information system is prohibited. Customer and any other end user who has authorized access to the product must comply with the provisions of the Master Service and Subscription MSSA governing use of the product. Any questions pertaining to the subscription or use of CPT or CPT Assistant should be addressed to the AMA.
11. Compliance with Medicare Anti-Kickback, Anti-Self-Referral and Anti-Rebate Laws. Neither MediRegs nor Customer shall engage in any activity prohibited by Medicare anti-kickback, anti self-referral or anti-rebate laws, or any other federal, state or local law or regulation which relate to health care and/or the performance of services under this Agreement, as those regulations now exist or as subsequently amended, renumbered or revised.
12. Miscellaneous. Either party may assign its rights and delegate its duties under this Agreement to the surviving entity in a merger or consolidation in which it participates or to a purchaser of substantially all of the assets of the business. Otherwise, neither party may assign any rights nor delegate any duties under this Agreement without the other party's prior written consent, which shall not unreasonably withheld. This Agreement will bind and inure to the benefit of the parties and their respective successors and permitted assigns. This Agreement cannot be modified without the express written consent of both parties. No waiver of any breach of any provision of this Agreement shall constitute a waiver of any breach of the same or any other provision hereof, and no waiver shall be effective unless made in writing and signed by an authorized representative of the waiving party. This Agreement will be governed by, and construed and interpreted according to, the substantive laws of the State of Massachusetts. The parties agree that all actions or proceedings arising in connection with this Agreement shall be tried and litigated exclusively in the state or federal courts (if permitted by law and a party elects to file an action in federal court) located in: (i) the state in which Customer's principal place of business is located, if Customer is the defendant; or (ii) Boston, Massachusetts, if MediRegs is the defendant. Each party waives any right it may have to assert the doctrine of forum non conveniens or similar doctrine or theory or to object to venue with respect to any proceeding brought in accordance with this Section. In the event that any provision of this Agreement shall be held to be illegal, or otherwise unenforceable, such provision shall be severed and the entire Agreement shall not fail on account thereof and the balance of the Agreement shall continue in full force and effect. This Agreement, together with the Orders, and Product Descriptions referred to herein, is a completely integrated agreement, and constitutes the final and entire agreement between the parties relating to its subject matter. It supersedes any and all prior or contemporaneous letters, memoranda, representations, discussions, negotiations, understandings and agreements, whether written or oral, with respect to such subject matter, all of the same being merged herein. No other terms and conditions or agreements, including any terms and conditions contained on Customer's purchase orders ("Additional Terms") shall be binding on MediRegs. All such Additional Terms shall be of no force or effect and shall be deemed rejected by MediRegs in their entirety. All notices, reports, requests, approvals, and other communications required or permitted under this Agreement must be in writing and will be deemed given when received. Notices to MediRegs shall be directed to its President at 40 William Street, Suite G80 Wellesley Hills, MA, 02481. Notices to Customer shall be directed to Customer at the address as set forth in MediRegs' records. Anything herein to the contrary notwithstanding, the parties to this Agreement are independent contractors; there is no relationship of agency, partnership, joint venture, employment or franchise between the parties. Neither party has the authority to bind the other or to incur any obligation on its behalf. Except for Customer's payment obligations, if either party is prevented from performing any of its obligations under this Agreement due to any cause beyond the party's reasonable control, including, without limitation, an act of God, fire, flood, explosion, war, strike, embargo, government regulation, civil or military authority, acts or omissions of carriers, transmitters, providers of telecommunications or Internet services, vandals, or hackers time for that party's performance will be extended for the period of the delay or inability to perform due to such occurrence without liability to the other party. Any suit, cause of action, claim or demand by a party must be brought no later than one (1) year from the date it becomes known or should have been known by the party bringing suit. This Agreement shall not be construed to make Authorized Users or any other person or entity, a third party beneficiary hereof. This Agreement may be signed in counterparts, all of which upon execution and delivery shall be considered an original and together shall constitute one agreement. Signed facsimile copies of this Agreement will legally bind the parties to the same extent as original documents. Customer agrees that it will not in any form export, re-export, resell, ship, or divert or permit to be exported, re-exported, resold, shipped or diverted, directly or indirectly, any product or technical data or software furnished hereunder, or the direct product of such technical data or software, in violation of applicable law, regulation, rule or order. Customer shall indemnify and hold MediRegs harmless for Customer's or its Authorized Users' violation of this Section 12.12. This Agreement may be accepted in electronic form (e.g., by an electronic or digital signature or other means of demonstrating assent) and Customer's acceptance will be deemed binding between the parties. Customer agrees it will not contest the validity or enforceability of this Agreement because it was accepted in electronic form.