

Practice-Web Inc.  
El Dorado Hills, CA

**Standard Terms and Conditions**

1. **Security.** Client is responsible to ensure that others do not gain unauthorized access to their hardware by taking appropriate security measures. Client is solely responsible for any and all transmitted contents. Practice-Web makes no representation or warranties with respect to or in connection with security or confidentiality of data transmission. In no event shall Practice-Web be liable for any loss of content or other claims, losses, actions, damages, suits resulting from unauthorized access.
2. **Maintenance.** Client shall maintain Practice-Web software and patient data so that the Service will function properly. Practice-Web may perform scheduled and unscheduled maintenance to the Service. The Service may not be available during such times. Client acknowledges and agrees that Practice-Web shall not be liable for any losses, claims arising out of any interruption of the Service as a result of maintenance activity.
3. **Waiver.** No waiver by Practice-Web or Client of any breach or default by the other of any of the other's obligations under this Agreement shall be deemed to be a waiver of any other breach or default of the same or any other nature. Practice-Web is not responsible for loss of use of Practice-Web software due to unavailability of the local server, lost Internet connection, or other hardware or network issues. No failure by Practice-Web or Client on any one or more occasions to exercise any right or remedy provided in this Agreement shall preclude the exercise of such right or remedy on any other occasion.
4. **Binding Effect.** This Agreement shall be binding on and for the benefit of Practice-Web and Client and their respective legal representatives and successors.
5. **Entire Agreement.** Any oral or written statements, understandings, correspondence, purchase orders, or agreements previously made by Practice-Web and Client with respect to the subject matter of this Agreement are merged into this Agreement, which alone fully and completely expresses the respective obligations of Practice-Web and Client.
6. **Governing Law and Venue.** This Agreement and all rights, remedies, and obligations under this Agreement, including matters of construction, validity, and performance, shall be governed exclusively by the laws of the State of California. The parties agree that all actions arising out of or relating to this Agreement shall be litigated solely and exclusively in the state or federal courts located in the City of Sacramento, California, and that such courts are convenient forums.
7. **Effective Delivery.** A party's transmission by facsimile or by electronic signature of a copy of this Agreement duly executed by that party shall constitute effective delivery of the Agreement.