

Standard Terms and Conditions

1. **Applicability.** This document sets forth additional terms and conditions (these “**Terms and Conditions**”) applicable to any and all written agreements between Practice-Web Inc., a California corporation (“**Practice-Web**”), and the Client with respect to any products or services (collectively, the “**Product**”). Such agreements and these Terms and Conditions are collectively referred to herein as this “**Agreement.**” These Terms and Conditions are subject to change by Practice-Web without prior written notice at any time, in its sole discretion.
2. **Security.** The Client is responsible to ensure that others do not gain unauthorized access to the Product and any other software and hardware by taking appropriate security measures. The Client is solely responsible for any and all transmitted data. 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.
3. **Maintenance.** The Client shall maintain the Product and any patient data so that the Product will function properly. Practice-Web may perform scheduled and unscheduled maintenance to the Product. The Product may not be available during such times. The Client acknowledges and agrees that Practice-Web shall not be liable for any losses, claims arising out of any interruption of the Product as a result of maintenance activity.
4. **Support.** Practice-Web does not warrant or guarantee any specific response times with respect to the Client’s requests for Product support. Practice-Web further does not warrant or guarantee that any Product-related problems will be resolved at any time or resolved to the Client’s satisfaction.
5. **Third Party Software and Hardware.** Practice-Web is not responsible for loss of use of the Product or any other problems due to the unavailability of, lack of performance by, or any other problems with the Client’s local server, Internet connection, computer hardware or network issues, digital x-ray or imaging, or any other third-party software or hardware.
6. **NO WARRANTIES.** THE PRODUCT IS PROVIDED “AS IS” AND “WITH ALL FAULTS.” UNLESS OTHERWISE EXPRESSLY STATED IN THE AGREEMENT, THERE ARE NO WARRANTIES, EXPRESS, IMPLIED OR STATUTORY, RESPECTING THE PRODUCT, INCLUDING, BUT NOT LIMITED TO, ANY IMPLIED WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR NON-INFRINGEMENT.
7. **LIMITATION OF LIABILITY.** IN NO CASE SHALL PRACTICE-WEB, ITS DIRECTORS, OFFICERS, EMPLOYEES, AFFILIATES, AGENTS, CONTRACTORS, SUPPLIERS, SERVICE PROVIDERS OR LICENSORS BE LIABLE FOR ANY INJURY, LOSS, CLAIM, OR ANY DIRECT, INDIRECT, INCIDENTAL, PUNITIVE, SPECIAL, OR CONSEQUENTIAL DAMAGES OF ANY KIND, INCLUDING, WITHOUT LIMITATION, LOST PROFITS, LOST REVENUE, LOST SAVINGS, LOSS OF DATA, REPLACEMENT COSTS, OR ANY SIMILAR DAMAGES, WHETHER BASED IN CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY OR OTHERWISE, ARISING FROM THE PRODUCT, INCLUDING, BUT NOT LIMITED TO, ANY ERRORS OR OMISSIONS IN ANY CONTENT, OR ANY LOSS OR DAMAGE OF ANY KIND INCURRED AS A RESULT OF

THE USE OF THE PRODUCT, EVEN IF PRACTICE-WEB IS ADVISED OF THEIR POSSIBILITY. BECAUSE SOME STATES OR JURISDICTIONS DO NOT ALLOW THE EXCLUSION OR THE LIMITATION OF LIABILITY FOR CONSEQUENTIAL OR INCIDENTAL DAMAGES, IN SUCH STATES OR JURISDICTIONS ONLY, PRACTICE-WEB'S LIABILITY SHALL BE LIMITED TO THE MAXIMUM EXTENT PERMITTED BY LAW. THE CLIENT'S SOLE AND EXCLUSIVE REMEDY IN CONTRACT, TORT OR UNDER ANY OTHER THEORY AGAINST PRACTICE-WEB RESPECTING THE PRODUCT OR ACTIONS ARISING OUT OF THIS AGREEMENT SHALL BE NO MORE THAN THE TOTAL FEES PAID BY THE CLIENT TO PRACTICE-WEB FOR THE PRODUCT.

8. **Waiver.** No waiver by Practice-Web or the 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. No failure by Practice-Web or the 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.
9. **Notice.** All notices, requests, demands and other communications required or permitted to be given or made under this Agreement shall be in writing, shall be effective upon receipt or attempted delivery, except in the case of electronic mail, which shall be effective upon submission, and shall be sent by (i) personal delivery; (ii) certified or registered United States mail, return receipt requested; (iii) overnight delivery service with proof of delivery; or (iv) electronic mail. Notices shall be sent to the addresses below. Neither party shall refuse delivery of any notice hereunder. Either party may change its address by delivery of notice of such change pursuant to this Section 9.

THE CLIENT:

At the Client's address as provided in this Agreement.

PRACTICE-WEB:

Practice-Web Inc.

P.O. Box 4678

El Dorado Hills, CA 95762

email: sales@practice-web.com

10. **Severability.** Any terms or conditions contained herein that are prohibited or held to be void or unenforceable under any applicable jurisdiction shall be ineffective to the extent of such prohibition or unenforceability and only as to such jurisdiction without invalidating the remaining provisions hereof. To the extent permitted by applicable law, the parties hereto waive any provision of law which prohibits or renders void or unenforceable any terms or conditions hereof.
11. **Binding Effect.** This Agreement shall be binding on and for the benefit of Practice-Web and the Client and their respective legal representatives and successors.
12. **Definitions.** Any capitalized terms not defined herein will have the definitions assigned to them in any agreement between Practice-Web and the Client incorporating these Terms and Conditions by reference.

13. **Conflict.** In the event of any conflict between any provision of these Terms and Conditions and any provision of any agreements between Practice-Web and the Client incorporating these Terms and Conditions by reference, the provisions of these Terms and Conditions shall control and govern.
14. **Entire Agreement.** Any oral or written statements, understandings, correspondence, purchase orders, or agreements previously made by Practice-Web and the 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 the Client.
15. **Governing Law and Venue.** This Agreement and all rights, remedies, and obligations thereunder, 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.
16. **Effective Delivery.** A party's transmission by facsimile or by electronic signature of any agreement between Practice-Web and the Client incorporating these Terms and Conditions by reference shall constitute effective delivery of these Terms and Conditions.