

**FECA BILLING
Medical Billing Service Agreement**

BY USING FECA BILLING AS A MEDICAL BILLING AGENT, YOU ARE AGREEING TO BE BOUND BY THE TERMS OF THIS AGREEMENT.

IF YOU DO NOT AGREE TO THE TERMS OF THIS LICENSE, DO NOT USE THE APPLICATION.

Name of the Company/Entity: _____

Enter the address of the Company/Entity for all communications:

Street _____ City _____ Zip Code _____

Customer to Enter the Name of the person binding the Company: _____

Do you have authority to bind the Company for this purpose? Yes No

I Agree to the terms

Date: _____

This Agreement (this “Agreement”) is effective as of the day you electronically agree to be bound by it (the “Effective Date”). This Agreement is by and between FECA BILLING and the customer whose company name you typed above (“Customer”). In the event you type the incorrect or incomplete name of the entity, you agree that the Customer is the person or entity receiving the benefit/services of this Agreement. FECA BILLING and Customer are sometimes collectively referred to herein, collectively as the “Parties” and each individually as a “Party”.

RECITALS

WHEREAS, Customer owns and/or operates certain medical practices (“Practices”) which bill under the Federal Employee Compensation Act (“FECA BILLING”);

WHEREAS, FECA BILLING facilitates the billing and collection of funds for services provided under FECA BILLING.

WHEREAS, the Parties desire to enter into this Agreement to provide for the terms under which FECA BILLING will provide the FECA BILLING to Customer as it pertains to the Practices more specifically defined herein.

NOW THEREFORE, in consideration of the monetary value paid hereunder, mutual promises, and other good and valuable consideration the receipt and sufficiency of which is hereby agreed upon, the Parties hereby agree as follows:

AGREEMENT

1. RECITALS AND EXHIBITS. The Parties hereby agree the Recitals in this Agreement are true and correct and, together with all exhibits and attachments, are incorporated into this Agreement by reference.
2. DEFINITIONS. Unless otherwise specifically defined in this Agreement, all capitalized terms used in this Agreement shall have the meanings ascribed to them below.

2.1. "Confidential Information" shall mean all data or material of a Party, including any such information disclosed prior to the date of this Agreement, in written and/or electronic form, and including without limitation, information acquired by the other Party in writing, orally or by inspection of a Party's property, relating to (without limitation): a Party's business affairs, products, services, intellectual property, patents, software, proprietary methodologies, concepts, ideas, processes, systems, equipment, hardware, computer programs, research or development activities, and all engineering, technical or scientific data, information, or know-how of a Party or of any other person or entity as to which a Party is obligated to maintain in confidence, which is disclosed in oral, written, graphic or electronic form and that is not available to the public. "Confidential Information" shall expressly include but not be limited to any document relating to, or contracting with, a Party, a disclosing Party's pricing. Even if a Party does not mark, label, or identify any of the above-described information as proprietary or confidential for purposes of this Agreement, it shall not affect its status as part of the Confidential Information protected by this Agreement.

2.2. "Customer Responsibilities" shall mean those requirements and procedures required to be performed by the Customer, including but not limited to:
Customer will be responsible for the following tasks/activities, both initially and throughout the ongoing Term:

- (a) Assigning a Customer employee as project manager who shall be responsible for coordinating all Customer activity related to the deployment and operation of the FECA BILLING and Services on the OWCP website.
- (b) Providing, as reasonably requested by FECA BILLING, information necessary to complete the creation of a FECA BILLING customer account on the OWCP web portal, and all information necessary to process FECA BILLING claims on the customer's behalf. This information shall include all set-up detail for data structures and reports, and any additional documentation that may be deemed necessary for Customer to optimize use of the FECA BILLING SERVICES.

3 FEES AND TAXES.

3.1 Fees. Customer shall pay FECA BILLING sums equal to the following:

- Fifteen percent (15%) of all monies received for Customer services initially billed by FECA BILLING.
- Fifty percent (50%) of all monies received for Customer services previously billed through a third party and audited or rebilled by FECA BILLING.
- \$795 is a one time fee paid by the customer to FECA BILLING for administrative services related to OWCP registration.
- All Fees are due upon receipt of an invoice and will be directly charged through our billing system. Customer hereby grants FECA BILLING the right to automatically debit from Customer's bank account FECA BILLING fees.

3.2 Taxes. In addition to the Fees, Customer shall pay any current and future local, state and federal taxes and duties applicable to this Agreement, including all sales, use and services taxes, excluding, however, all taxes on or measured by FECA BILLING's net income.

3.3 Past Due Amounts. Interest shall accrue on all amounts past due under this Agreement at the lesser of one and eight-tenths percent (1.8%) per month or the maximum rate of interest allowed by applicable law.

4 PROPRIETARY RIGHTS.

4.1 Customer's Rights. Customer shall own all data captured by the Customer's hardware; provided, however, that FECA BILLING, in its sole discretion, shall have the unrestricted, perpetual right and license to view and use all data acquired by or derived from the FECA

BILLING in the manner set out under its then current Privacy Policy and/or any manner whatsoever provided that its source is kept anonymous and confidential by FECA BILLING.

4.2 Transfer of Protected Information: Customer will handle and transmit all data for processing by FECA BILLING in compliance with all federal and state laws protecting health and/or financial information, including but not limited to compliance with the “Security Standards for the Protection of Electronic Protected Health Information,” found at 45 CFR Part 160 and Part 164, Subparts A and C, commonly known as the Security Rule. Customer agrees to fully indemnify FECA BILLING for any violation of protected information law(s) associated with the handling and transport of FECA BILLING claims on behalf of the Customer.

4.3 Confidential Information. Each Party shall at all times, both during the term of the Agreement and for a period of two (2) year(s) thereafter, keep in confidence all of the other Party’s Confidential Information. Each Party shall use the other Party’s Confidential Information solely for the performance of its obligations under of this Agreement and the purposes contemplated hereby. Neither Party shall disclose the other Party’s Confidential Information to any person except its Personnel to whom it is necessary to disclose the Confidential Information in furtherance of this Agreement, providing they have agreed to receive it under terms at least as restrictive as those specified in this Agreement. Each Party shall take commercially reasonable measures to maintain the confidentiality of the other Party’s Confidential Information, but never less than the standard of care that an ordinary prudent business would exercise to maintain the secrecy of its own confidential information.

4.4 Exceptions to Confidential Information. Confidential Information shall not include information to the extent that: (i) such information is or becomes publicly available other than through any act or omission of either Party in breach of this Agreement; (ii) such information was rightfully received by the receiving Party, other than under an obligation of confidentiality, from a third party who had no obligation to the other Party not to disclose such information to others; (iii) such information was rightfully in the possession of the receiving Party at the time of the disclosure; or (iv) a law or court order mandates the disclosure of such information, provided that prior to such disclosure the disclosing Party

shall give sufficient notice to the other Party so that the other Party may take reasonable steps to oppose or limit such disclosure. The Party upon which the obligation to disclose is imposed pursuant to the foregoing clause (iv), agrees to support and participate in the pursuit of a protective order if the other Party so requests. If a protective order is not obtained or if the provisions of this Agreement are waived in writing by the disclosing Party, the Party being compelled to disclose the Confidential Information agrees to furnish only that portion of the Confidential Information which it is advised by written opinion of counsel is legally required. If such Confidential Information is disclosed under Court Order then such Confidential Information shall remain confidential in accordance with this Agreement and the Court Order to the extent permitted by applicable law.

5 **WARRANTIES AND RELATED MATTERS.**

5.1 Warranties. No specific result from the provision of the FECA BILLING Services, Services or the FECA BILLING is assured or guaranteed.

5.2 Disclaimer. EXCEPT AS EXPRESSLY PROVIDED IN SECTION 6.1, NEITHER FECA BILLING NOR FECA BILLING'S PERSONNEL, AGENTS, AFFILIATES, SUBCONTRACTORS AND LICENSORS, MAKES ANY EXPRESS OR IMPLIED WARRANTIES OR REPRESENTATIONS OF ANY KIND, IN LAW OR EQUITY, WITH RESPECT TO FECA BILLING SERVICES AND FECA BILLING OR THE USE THEREOF OR THE RESULTS TO BE OBTAINED THEREFROM. EACH OF FECA BILLING AND FECA BILLING'S EMPLOYEES, AGENTS, AFFILIATES, SUBCONTRACTORS AND LICENSORS DISCLAIMS ANY EXPRESS OR IMPLIED WARRANTIES, INCLUDING DISCLAIMING ANY WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, UP-TIME, RESPONSE TIME, OR NON-INFRINGEMENT OF THIRD-PARTY RIGHTS. EXCEPT AS EXPRESSLY SET FORTH IN THIS AGREEMENT. SERVICES AND PRODUCTS ARE PROVIDED ON AN "AS IS" BASIS.

5.3 Limitations of Liability. THE LIABILITY OF FECA BILLING AND FECA BILLING'S PERSONNEL, AGENTS, AFFILIATES, SUBCONTRACTORS AND LICENSORS TO CUSTOMER AND CUSTOMER'S PERSONNEL, AGENTS, AFFILIATES, SUBCONTRACTORS AND CUSTOMERS ARISING OUT OF THIS AGREEMENT AND/OR THE SERVICES AND PRODUCTS PROVIDED TO CUSTOMER HEREUNDER

SHALL BE LIMITED TO DIRECT DAMAGES AND SHALL NOT EXCEED, IN THE AGGREGATE, THE AMOUNT OF THE SERVICE FEES PAID BY CUSTOMER TO FECA BILLING UNDER THIS AGREEMENT DURING THE TWELVE (12) MONTHS PRECEDING THE DATE ON WHICH SUCH LIABILITY AROSE. IN NO EVENT SHALL FECA BILLING OR FECA BILLING'S PERSONNEL, AGENTS, AFFILIATES, SUBCONTRACTORS AND LICENSORS BE LIABLE FOR THIRD PARTY CONTENT THAT GETS UPLOADED OR INCORPORATED IN ANY WAY INTO DEVELOPMENT TOOLS SOLUTION OR YOUR WEBSITE AND WHICH FAILS TO MEET GUIDELINES OR VIOLATES THE AMERICANS WITH DISABILITIES ACT, §§504, or 508 OF THE REHABILITATION ACT OF 1973 et seq. OR ANY STATE LAWS REGARDING DISABILITY ACCOMODATIONS, INCIDENTAL, SPECIAL, INDIRECT OR CONSEQUENTIAL DAMAGES (INCLUDING LOST PROFITS OR MISSED SAVINGS) SUFFERED BY CUSTOMER, CUSTOMER'S PERSONNEL, AGENTS, AFFILIATES, SUBCONTRACTORS OR END-USER, EVEN IF FECA BILLING HAS PREVIOUSLY BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. IN NO EVENT SHALL A CAUSE OF ACTION BE ASSERTED BY ONE PARTY AGAINST THE OTHER PARTY PURSUANT TO THIS AGREEMENT MORE THAN TWO (2) YEARS AFTER SUCH CAUSE OF ACTION AROSE; PROVIDED, HOWEVER, THAT SUCH LIMITATION SHALL NOT APPLY TO INFRINGEMENT OF FECA BILLING'S INTELLECTUAL PROPERTY, BREACHES BY CUSTOMER OF FECA BILLING'S INTELLECTUAL PROPERTY RIGHTS OR CUSTOMER'S DUTY OF CONFIDENTIALITY TO FECA BILLING HEREUNDER.

6 TERM AND TERMINATION.

6.1 Term. The initial term of this Agreement (the "Term") shall be for twelve (12) months from the Effective Date. Commencing 365 days from Effective Date ("Initial Term End") and on each one-year anniversary of the Initial Term End thereafter, the Term shall automatically renew for an additional twelve (12) months unless terminated in writing by notice to either Party 60 days prior to such date of automatic renewal.

6.2 Termination for Cause. Either Party may terminate this Agreement for a material breach by the other Party of this Agreement, upon giving thirty (30) days written notice to the

breaching Party, provided that such breach is not cured during such thirty (30) day period. Notwithstanding the aforementioned notice requirement, FECA BILLING may immediately terminate and accelerate payments if any Fees are more than sixty (60) days overdue.

6.3 Insolvency. FECA BILLING has the right, but not the obligation, to terminate Services and/or accelerate the payments to be made by Customer under this Agreement in the event Customer files for relief under relevant laws seeking insolvency relief, reorganization or a debt restructuring arrangement, or upon any general assignment for the benefit of its creditors, or upon the appointment of a receiver, liquidator or trustee of any of its property or assets, or upon the liquidation, dissolution or winding up of its business. FECA BILLING's rights set forth in this Section shall not operate to the exclusion of, or preempt any other creditor right which FECA BILLING may assert.

7 MISCELLANEOUS.

7.1 Binding Nature and Assignment. This Agreement is binding on the Parties and their respective successors and permitted assigns. FECA BILLING may assign this Agreement to any subsidiary or affiliate under its control, or as part of the sale of that part of its business which includes any substantial portion of its information technology, intellectual property assets, or pursuant to any merger, consolidation or other reorganization, without Customer's consent, upon notice to Customer. Customer shall not assign this Agreement without FECA BILLING's prior written consent, which shall not be unreasonably withheld. An assignee of either Party, if authorized hereunder, shall have all of the rights and obligations of the assigning party set forth in this Agreement.

7.2 Integration. This Agreement supersedes all prior and contemporaneous agreements concerning any products and/or Services, including any letter of intent or memorandum of understanding. There are no representations, understandings or agreements between Customer and FECA BILLING relative to this Agreement that are not fully expressed in this Agreement. Each Party acknowledges that it has entered into this Agreement based solely upon the express representations and warranties set forth in this Agreement. Any terms contained in Customer's purchase orders, acknowledgements or other forms shall be void and of no effect. This Agreement may be amended, modified or changed only by a written instrument executed by both Customer and FECA BILLING.

7.3 Severability. If any of the provisions of this Agreement are invalid under any applicable law, rule or regulation, such provisions or portions thereof are to that extent, and only to that extent, deemed reformed, if possible, to cure such invalidity in keeping with the terms of the Agreement to the maximum effect allowed by law.

7.4 Construction. In construing this Agreement, the singular and plural shall each include the other, and this Agreement shall be read accordingly when required by the facts.

7.5 Waiver. No delay or omission by either Party to this Agreement to exercise any right or power under this Agreement shall impair such right or power or be construed to be a waiver thereof.

7.6 Force Majeure. Each Party to this Agreement shall be excused from performance under this Agreement for any period and to the extent that it is prevented from performing any action pursuant to this Agreement, in whole or in part, as a result of delays beyond its reasonable control caused by the other Party or by an act of God, war, civil disturbance, terrorism, court order, labor dispute, industry-wide parts shortage, quarantine or pandemic, or other cause beyond its reasonable control, including failures or fluctuations in power, heat, light, air conditioning or telecommunications or broadband equipment.

7.7 Governing Law. This Agreement shall be governed by state and federal laws within the State of Florida, United States of America without regard to its conflicts of laws provisions.

7.8 Arbitration. *Any and all disputes, controversies, claims, or demands arising out of or relating to this Agreement or any provision hereof, whether in contract, tort or otherwise, at law or in equity, for damages or any other relief, shall be exclusively resolved by binding arbitration. Any such arbitration proceeding shall be conducted exclusively in San Luis Obispo County, California. A Party may appear by phone. There shall be one arbitrator mutually agreeable to the Parties. If the Parties cannot agree, the American Arbitration Assoc. will appoint an arbitrator qualified in SaaS contract law. In any arbitration the Parties shall be responsible for their own costs and expenses of arbitration, including their own attorneys' fees. This arbitration provision shall be enforceable in either federal or state court. Any party to any award rendered in such arbitration proceeding may seek a judgment upon the award and any federal or state court having jurisdiction may enter that judgment. Notwithstanding the*

foregoing, nothing shall prevent either party from seeking temporary injunctive or other equitable relief to maintain the status quo until the matter in controversy is arbitrated or to determine arbitrability or to enforce arbitration hereunder.

7.9 Third Party Beneficiary. Except as otherwise provided in this Agreement, this Agreement is made and entered into for the sole protection and benefit of the Parties to this Agreement and is not intended to convey any rights or benefits to any third party, nor shall this Agreement be interpreted to convey any rights or benefits to any other Party except the Parties to this Agreement.

7.10 Survival of Obligations. The obligations of the Parties under this Agreement, at Paragraphs 5.3 and 6, that the Parties have expressly agreed shall survive the expiration or termination of this Agreement or that, by their nature, would continue beyond the expiration or termination of this Agreement, shall survive the expiration or termination of this Agreement for any reason. Upon the expiration or termination of this Agreement for any reason, any charges due and owing either Party shall be paid by the other Party within thirty (30) days.

7.11 Relationship of the Parties. FECA BILLING shall deliver Services as an independent contractor. Nothing in this Agreement or in the performance of the Services by FECA BILLING shall be construed to create: (i) a partnership, joint venture or other joint business arrangement between Customer and FECA BILLING or any of its affiliates; (ii) any fiduciary duty owed by one Party to the other Party or any of its affiliates; or (iii) a relationship of employer and employee between the Parties.

7.12 Publicity. Each Party agrees that without the written consent of the other Party, which shall not be unreasonably withheld, it shall not use in advertising, publicity or otherwise (including on the Internet) the name of the other Party, or any trademark, trade dress, service mark, trade name, symbol or any abbreviation or contraction thereof owned by or referring to the other Party. Notwithstanding the foregoing, FECA BILLING may mention or describe its work for Customer, and identify Customer as a client in FECA BILLING's marketing materials and proposals, whether in printed or electronic media.

7.13 Third Party Notices. All notices shall be deemed to have been duly given when received via overnight mail with tracking ability to the address of the Party identified herein or at a place designated hereafter in writing by the relevant Party.

7.14 Representation of Counsel; Mutual Negotiation. Each Party acknowledges it has had the opportunity to be represented by counsel of its choice in negotiating this Agreement. This Agreement shall therefore be deemed to have been negotiated and prepared at the joint request, direction, and construction of the Parties, at arms-length, with the advice and participation of counsel, and shall be interpreted in accordance with its terms without favor to either Party.

7.15 Representation on Authority of Parties/Signatories. Each person signing this Agreement represents and warrants that he or she is duly authorized and has legal capacity to execute and deliver this Agreement. Each party represents and warrants to the other that the execution and delivery of the Agreement and the performance of such party's obligations hereunder have been duly authorized and that the Agreement is a valid and legal agreement binding on such party and enforceable in accordance with its terms.

7.16 Binding Effect of Electronic Execution. Customer agrees that by signing this Agreement electronically it intends to enter into a contract with FECA BILLING and understands that its Electronic signature is binding and shall have the same evidentiary force and effect as a written agreement.