

Subscription Services

END USER LICENSE AGREEMENT (EULA)

1. INTRODUCTION

This User Agreement governs your relationship with MedLearn Media, Inc. (MedLearn), along with the sub-brands of MedLearn Publishing, RACmonitor, ICD10monitor, and any of its Authorized Business Partners and protects the proprietary products and services offered on this website. It describes the terms and conditions applicable to your use of these products and services. All users of the MedLearn Media, Inc. system website must accept these terms and conditions as a condition to use of the website's services.

2. ACCEPTANCE OF TERMS

Your use of any of the products and services on the website constitutes acceptance of the terms and conditions of this User Agreement. If you have any questions about this User Agreement, please email us at portal@medlearnmedia.com. All end users must indicate their acceptance of the terms of this User Agreement by checking the box labeled "I Accept the Terms of this User Agreement" at the bottom of the User Agreement Acceptance Page and clicking the "Continue" button.

3. PRICES AND PAYMENT TERMS

3.1 Initial Term

The initial term ("Initial Term") of this User Agreement shall commence on the Effective Date and continue, in full force and effect, for a period of one (1) year.

3.2 Renewal Term

This User Agreement shall automatically renew for consecutive one (1) year terms (each a "Renewal Term") unless either party notifies the other party, no later than sixty (60) days prior to the end of the then-current term, of its intent not to renew this User Agreement, in which case this User Agreement shall expire at the end of the then-current term. Upon each renewal date, the fees due by Client shall be the same fees charged in the prior year, and/or the current retail price. If the current retail price is higher than the prior year rate, the Client will be notified of the change 60 days prior to the renewal term.

3.3 Payment Terms

The Subscription Fee shall be paid in accordance with the current list price. Payment and invoice terms are agreed to be paid within (30) days of invoice for continued use of the website.

3.4 Invoicing

Invoicing for renewals will be done in the same format as the original method of payment. Each User can provide us with valid and updated credit card information, or with a valid purchase order or alternative document reasonably accepted to MedLearn. If you provide credit card information to MedLearn, you authorize MedLearn to charge such credit card for all Purchased Services listed in the order form for the initial subscription term and renewal subscription term(s) as stated in section 3 of this User Agreement. Such charges shall be made in advance, either annually or in accordance with any different billing frequency stated in the applicable order form. If the order form specifies that payment will be by a method other than a credit card, we will invoice you in advance and otherwise in accordance with the relevant order form. Unless otherwise stated in the order form, invoice charges are due next 30 days from the invoice date. You are responsible for providing complete and accurate billing and contact information to MedLearn and notifying us of any changes to such information.

4. TERMS/TERMINATION

4.1 Subscription Terms

MedLearn Media, Inc. and its sub-brands, MedLearn Publishing, RACmonitor, and ICD10monitor offer a range of subscription plans to their web-based platforms and annual based subscription products and offerings. As an express condition of your use of and access to the subscription plans, you agree to pay all fees applicable to your subscription plan, in accordance with the term associated within the User Agreement. Each subscription plan automatically renews for consecutive one (1) year terms unless either party notifies the other party, no later than sixty (60) days prior to the end of the then current term, of its intent not to renew, in which case the subscription plan will expire at the end of the then-current term.

4.2 Termination

This User Agreement can be terminated prior to the end of the then-current term for any of the following reasons: (a) by MedLearn if MedLearn does not receive payment of Subscription Fees within 30 days of the invoice date or (b) by either party, upon written notice to the other party, if the other party materially breaches any provision of this User Agreement and the breaching party fails to remedy that breach, to the reasonable satisfaction of the other party, within sixty (60) days after written notice is provided under this Section 8.

4.3 Effects of Termination

Upon termination, all obligations under this User Agreement shall survive with respect to any events which occur, or any payment obligations which accrued and became due and owing, prior to the effective date of any termination of this User Agreement. MedLearn will provide the Client the right to access and use the MedLearn Services listed for a period of one (1) month from the effective date of the termination.

5. INTELLECTUAL PROPERTY RIGHTS

5.1 Intellectual Property Rights

MedLearn Media, Inc. and any of its Authorized Business Partners owns all right, title and interest in all (a) tangible and intangible rights associated with works of authorship, including without limitation copyrights and mask works, (b) trademark and trade name and logo rights, (c) trade secret rights, (d) patents, (e) designs, (f) algorithms, (g) registration, application, renewal, extension and continuation rights, (h) HTML files, Java files, graphics files, animation files and data files, scripts and programs, both in object code and source code form and all documentation related thereto and (i) website content (collectively, "Intellectual Property Rights"), which are included in or made available on and/or used in the MedLearn system website. You agree to maintain the confidentiality of such Intellectual Property Rights and not to disclose them to third parties and that you will use the foregoing Intellectual Property Rights only for your own private purposes in utilizing the products and services provided by MedLearn Media, Inc. and any of its Authorized Business Partners and not for any commercial purpose without MedLearn Media, Inc., and any of its Authorized Business Partners prior written consent.

5.2 Copyright

MedLearn Services contain proprietary materials and/or Content of MedLearn that is protected by copyright and other laws respecting proprietary rights. The MedLearn Services contain proprietary materials and/or Content of MedLearn that is protected by copyright and other laws respecting proprietary rights. The MedLearn Services also

may contain similarly protected proprietary material from Suppliers. Use of the Proprietary Content which is part of the MedLearn Services is subject to all terms and conditions in this User Agreement. MedLearn and the Suppliers retain all their respective rights in the MedLearn Services and Proprietary Content, including all copyright and other proprietary rights worldwide in all media.

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6. CONFIDENTIALITY

We promise to maintain the privacy and confidentiality of any information you provide to us. You agree to permit us to use such information to process your account and to provide the services to you that we provide to our subscribers. We will maintain a database of our subscribers, which will include your name and the information you supplied us. Your information will not be made generally available to the public or to our other subscribers.

7. LIMITATION OF LIABILITY

IN NO EVENT SHALL WE OR OUR SUPPLIERS BE LIABLE FOR LOST PROFITS OR ANY SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES (HOWEVER ARISING, INCLUDING NEGLIGENCE) ARISING OUT OF OR IN CONNECTION WITH THIS USER AGREEMENT. OUR LIABILITY, AND THE LIABILITY OF OUR SUPPLIERS, TO YOU OR ANY THIRD PARTIES IN ANY CIRCUMSTANCE IS LIMITED TO THE AMOUNT OF FEES YOU PAY TO US IN THE 12 MONTHS PRIOR TO THE ACTION GIVING RISE TO LIABILITY. Some states do not allow the limitation of liability, so the foregoing limitation may not apply to you. MedLearn's system is provided "as is" without any liability to MedLearn Media, Inc. and any of its Authorized Business Partners or the American Medical Association (AMA), including, without limitation, no liability for consequential or special damages or lost profits for sequence, accuracy or completeness of data, or that it will meet end user's requirements. The sole

