



License and Services Agreement
Medical Transcription Services Addendum

IMPORTANT - PLEASE READ CAREFULLY THE TERMS BELOW

The following are the terms and conditions pursuant to which CureMD shall provide the following Medical Transcription Services if purchased by Licensee through an Order Form:

1. **License and Services Agreement Terms.** Unless otherwise modified in this Addendum, the terms and conditions of the License and Services Agreement (including all Exhibits and Attachments thereto) (the "Agreement") shall continue to govern the rights and obligations between the Licensee and CureMD. Any terms of the Agreement which are not in conflict with provisions of this Addendum shall act to supplement the terms of this Addendum for the provision of the services contemplated herein.
2. **Responsibilities of Each Party.** CureMD will work with the Licensee to develop a set of dictation templates in order to standardize transcription formats as determined by Licensee. The transcription will be entered into the appropriate fields within the Software, to ensure consistency with Licensee's current business processes and reporting. To ensure compliance Licensee will review transcription for one month and CureMD will adjust the transcription as required by Licensee.

The Licensee will be responsible for reviewing and approving each template. The CureMD will not be responsible for printing envelopes, providing extra copies of a document or including graphics in a report. Dictation shall be made by the Licensee by dialing a Toll Free Number (1-866-625-6412) or any other Toll Free number of which CureMD shall have access to. For standard delivery rates, transcribed documents will be transmitted electronically within 24 (twenty four) hours of the time of dictation.

Licensee shall inform CureMD at least two weeks before the initiation of work of the minimum and maximum workload expected per day/week, weekend assignments, etc. so that CureMD can organize its resources properly to meet the workload. CureMD will electronically archive all transcribed reports indefinitely, unless instructed otherwise by Licensee.

The Licensee will be responsible for correctly entering the proper ID codes, patient information, physician orders, prescription and medication information, follow up appointment and report billing codes into the dictation system.

In order to ensure high-quality recorded dictation and to reduce the amount of time spent on corrections, the Licensee will, whenever possible, organize his/her thoughts prior to commencing dictation; speak clearly into the telephone, carefully spell out all names of patients, doctors, new drugs, etc., and include all pertinent pieces of identification (dates, patient numbers, addresses, etc.) in his or her dictation.

3. **Errors and Omissions.** Due to the variables involved in the process of converting dictation from voice to text, a patch of unclear dictation may need to be filled in and certain terms may need to be corrected. In such instances, blank spaces will be left in the transcribed document. It is the dictator's responsibility to proofread each document. When information such as the patient's medical record number, the date of a procedure, etc., has not been provided by the dictator, it will be the Licensee's responsibility to manually enter such data into the transcribed document. If a dictator wishes to make extensive editorial revisions to a document as a result of any errors and/or omissions on part of the CureMD, there will be no additional charges. Otherwise, there will be a \$5 per document service charge for word processing and editing.
4. **Term and Termination.** The terms of this contract shall be in force beginning on the date signed by both parties for an initial term of one (1) year.
5. **Fees and Payment Schedule.** The Licensee shall reimburse the CureMD in accordance with the following schedule:
 - a. Medical Transcription Services shall be billed at the standard rate provided in the Order Form. There will be a separate, one time set up charge of \$400. The minimum monthly payment of \$400 per provider per month will be applicable.
 - b. Special work, including transcription of meetings, designing forms, any non-transcription work or any irregular



transcription work (i.e. not patient reports, unscheduled clinics, etc.) requested by the Licensee shall be contracted on a per project basis at a rate agreed to by both parties.

6. **Warranty and Disclaimer.** CureMD warrants the work will be performed in a workmanlike manner, and in conformity with generally prevailing industry standards as defined by the Association for Healthcare Documentation Integrity (AHD). Licensee must report any material deficiencies in CureMD's work to the CureMD in writing within fifteen (15) days of Licensee's receipt of the work. Licensee's exclusive remedy for the breach of the above warranty will be the re-performance of CureMD's work within a commercially reasonable time.

The final responsibility for all text rests with the dictator. In the event of a malpractice claim or lawsuit, CureMD cannot and will not be held liable for any errors and/or omissions.

THIS WARRANTY IS EXCLUSIVE AND IS IN LIEU OF ALL OTHER WARRANTIES, WHETHER EXPRESS OR IMPLIED, INCLUDING ANY WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE AND ANY ORAL OR WRITTEN REPRESENTATIONS, PROPOSALS OR STATEMENTS MADE ON OR PRIOR TO THE EFFECTIVE DATE OF THIS ADDENDUM. CUREMD EXPRESSLY.

7. **Independent Contractor.** The relationship between CureMD and the Licensee is that of independent contractor under a Medical Transcription Service arrangement where the overall technology, source code, technical and user documentation etc. are all invented, designed, developed, owned and operated by the CureMD.
8. **Outsourcing.** Some of the services agreed to be performed under this Addendum may be outsourced to third party sub-contractor for timely completion of the assignments, if internal resources of the CureMD are insufficient. The Licensee authorizes the CureMD to do so through this Addendum.