



Psychodiagnostic Services LLC

END USER LICENSE AGREEMENT

IMPORTANT: PLEASE READ THIS AGREEMENT CAREFULLY BEFORE USING OR ACCESSING THE WEBSITE. COMPANY IS WILLING TO GRANT A LICENSE TO USE THE WEBSITE TO YOU, AS THE LEGAL ENTITY OR INDIVIDUAL THAT DESIRES TO USE THE WEBSITE, ONLY ON THE CONDITION THAT YOU ACCEPT ALL OF THE TERMS OF THIS AGREEMENT. THIS IS A LEGAL AND ENFORCEABLE CONTRACT JUST LIKE ANY OTHER WRITTEN NEGOTIATED AGREEMENT YOU SIGN. BY: (A) CLICKING THE “I AGREE” OR “ACCEPT” BUTTON; OR (B) THROUGH THE USE OR CONTINUED USE OF THE WEBSITE; YOU ARE AGREEING TO THE TERMS AND CONDITIONS OF THIS AGREEMENT. IF YOU DO NOT AGREE TO THESE TERMS AND CONDITIONS OF THIS AGREEMENT, CLICK THE “DECLINE” BUTTON, MAKE NO FURTHER USE OF THE WEBSITE AND CONTACT COMPANY’S CUSTOMER SERVICE, USING THE CONTACT DETAILS IN SECTION 12.6 OF THIS AGREEMENT.

END USER LICENSE AGREEMENT

This End User License Agreement ("Agreement") is entered into by and between PSYCHODIAGNOSTIC SERVICES LLC, a Wisconsin limited liability company ("Company") and you ("You" or "Your") as a User of the Website. You and Company are individually referred to herein as the "Party" and collectively as the "Parties."

SECTION 1. DEFINITIONS

Throughout this Agreement all capitalized terms shall have the meanings ascribed them in this Section 1 or as indicated elsewhere herein. Capitalized terms not expressly defined in this Agreement shall have the meanings given to them in HIPAA, as the same may, from time to time, be amended and modified.

1.1 "HIPAA" means the administrative simplification provisions of the Health Insurance Portability and Accountability Act of 1996, and the regulations promulgated thereunder, including the Privacy Rule and the Security Rule.

1.2 "HITECH Act" means the Technology for Economic and Clinical Health Act of 2009, and regulations promulgated thereunder.

1.3 "Host Server" shall mean the server provided by Company or its agent through which You accesses the Website, through one or more User IDs.

1.4 “Client Portal” shall mean the Website portal accessed by Your clients after receiving an invitation from You to access the portal. The Client Portal allows Your clients to answer questions and enter information for evaluation and analysis.

1.5 “Personal Information” means information that identifies You personally as a User of the Website, and all information concerning You and Your use of the Website that is not Protected Health Information.

1.6 “Privacy Rule” means the Standards for Privacy of Individually Identifiable Health Information at 45 CFR part 160 and part 164, subparts A and E.

1.7 “Protected Health Information” has the meaning given it in the Privacy Rule and includes all individually identifiable health information concerning Your clients that You, Your Workforce, or Your clients (i) enter into or upload to the Website; (ii) remove from the Website; and/or (iii) otherwise review, modify, download, save, or alter while using or accessing the Website.

1.8 “Security Rule” means the Security Standards for the Protection of Electronic Protected Health Information, as codified at 45 CFR part 160 and part 164, subparts A and C.

1.9 “Term” means the initial term and all renewal terms, if any, of this Agreement as provided in Section 11.

1.10 “User” means a unique individual authorized by You (including, but not limited to, authorization granted by Your Workforce) or Company to use the Website with a unique User ID.

1.11 “User ID” means a unique User identification assigned to an individual User pursuant to Section 3.

1.12 “Website” shall mean the world wide website through which You access the Services (domain: www.scrsweb.com) and all related services, products, software, and hardware necessary to access and use such website, including the Host Server.

1.13 “Workforce” means directors, officers, employees, agents, representatives and any third parties in Your organization.

SECTION 2.

USE OF WEBSITE

2.1 License; Restrictions.

(a) Subject to your full compliance with all of the terms and conditions of this Agreement, Company grants to You and You accept from Company, a non-exclusive, non-transferable, non-sublicensable, revocable right to: (i) access and use the Website, and (ii) to grant access rights to the Website in accordance with Section 3 of this Agreement (“License”).

(b) Notwithstanding the foregoing, the License is limited and at no time shall You, Your Workforce, any User, or Your clients be permitted to: (i) use, copy, store, transmit, distribute, display, or commercially exploit the Website (or any part thereof) in any manner not expressly permitted by this Agreement; (ii) access, link to, or use any source code from the Website (or any part thereof); (iii) modify, port, adapt, translate, reverse engineer, decompile, disassemble, the Website (or any part thereof) or any of the source codes of the Website (or any part thereof), or attempt to discover any of such source codes to the software associated with or relating to the Website (or any part thereof); (iv) erase or remove any proprietary or intellectual property notice contained in or on the Website (or any part thereof); (v) use or permit use of the Website (or any part thereof) for or by any person or entity other than as expressly permitted by this Agreement; (vi) introduce a virus, worm, Trojan horse or other harmful software code or similar files that may damage the operation of a third party's computer, property or information; (vii) use the Website in any manner that could damage, disable, overburden, or impair any Host Server, or the network(s) connected to any server or interfere with any other third-party's use and enjoyment of the Website; (viii) attempt to gain unauthorized access to services, materials, other accounts, computer systems, or networks connected to any Host Server or to the Website, through hacking, password mining, or any other means; (ix) obtain or attempt to obtain any materials or information through any means not intentionally made available through the Website; (x) disclose, harvest, or otherwise collect accounts or related information, including e-mail addresses, or other private information about any third party without that party's express consent; and/or (xi) sell, lease, sublease, license, sublicense, sell, transfer, or assign any rights to access and/or use the Website under this Agreement. Any prohibited use of the Website, as provided above and as otherwise provided under the law, shall result in the immediate termination of this Agreement. You agree and acknowledge that, except for the limited rights of access to and use of the Website expressly granted by this Agreement, at no time do any rights appertain to the Website transfer to You, and that Company and its third-party providers retain all ownership rights in and to the Website.

2.2 Third Party Software and Services. To access and use the Website You may be required to enter into separate subscription or licensing agreements with third-party vendors. You agree to comply with, and upon request to execute, such agreements as may be required for the use of such software or services and to comply, at all times relevant hereto, with the terms of any license or other agreement relating to third-party products need to access or use the Website. Your violation of any such third-party product or service licensing or other agreements shall constitute a material breach of this Agreement. The Website contains mention of third-party products and services for informational purposes only. Company makes no recommendations or endorsements about third-party products and services. References to third-party services and products are provided by Company "as-is" without warranty of any kind, either express or implied.

2.3 Copyright Notice.

(a) © 2016 Psychodiagnostic Services LLC, 3023 N Brook Hills Drive, Green Bay, Wisconsin 54313, USA. All rights reserved.

(b) The “SCRS” and “Self-Centric Relational System” names and all information and materials appearing on the Website, including without limitation any and all web site text, web site layout, web site functionality, web site toolsets and design features, and menus, are protected by U.S. and International copyright laws. Ownership of said information and materials (the “Copyrighted Information”) lies exclusively with Company and its business affiliates, and except as specifically permitted, no portion of this Website or the Copyrighted Information may be distributed or reproduced by any means, or in any form, without Company's prior written permission.

(c) The Website is protected by U.S. and International copyright laws. Use of this Website is governed by the terms of this Agreement. User will not be able to use or access the Website unless User agrees to the terms of this Agreement, except as expressly provided herein.

SECTION 3. **ACCESS TO THE WEBSITE**

3.1 Verification. You agree that Your use of the Website is subject to verification by Company of Your identity and credentials as a medical or health care provider or other authorized User and to Your ongoing qualifications as such. You agree that Company may use and disclose Your Personal Information for such purposes, including (without limitation) making inquiry of third parties concerning Your identity and professional and practice credentials. You authorize such third parties to disclose to Company such information as Company may request for such purposes and You agree to hold them and Company harmless from any claim or liability arising from the request for or disclosure of such information. You agree that Company may terminate Your access to or use of the Website at any time if Company is, for any reason, unable at any time to determine or verify Your qualifications or credentials.

3.2 Website Information. The information, materials, and analysis available on the Website are for informational purposes only and are not intended to, and do not in any way, constitute professional advice, diagnosis or treatment, and do not and should not be used as a substitute for Your professional judgment or the professional judgment of Your Workforce. You assume full risk and responsibility for the use of information You obtain from or through the Website, and You agree that Company is not, and shall at no time be held, responsible or liable for, and You agree to defend and indemnify Company and hold Company harmless from and against any Damages (as defined in Section 9.8, below) arising out of the use of any information on the Website. You agree to review the definitions, functionality, and limitations of the Website, and to make an independent determination of their suitability for Your use. Company disclaims all warranties, whether expressed or implied, including any warranty as to the quality, accuracy, and suitability of the information available on the Website for any purpose.

3.3 Safeguards.

(a) You will implement and maintain appropriate administrative, physical and technical safeguards to protect Protected Health Information within the Website from access, use or alteration or by the misuse or falsification of any User ID assigned to

You pursuant to this Agreement. Such safeguards shall comply with federal, state, and local requirements, including the Privacy Rule and the Security Rule, whether or not You are otherwise subject to HIPAA. You will maintain appropriate security with regard to Your use of the Website, as well as all personnel, systems, and administrative processes used by You or Your Workforce to transmit, store, view, access, and process the Protected Health Information or any other electronic health information through the use of the Website.

(b) You will immediately notify Company of any breach or suspected breach of the security of the Website of which You become aware or of which You should be aware, or any unauthorized use or disclosure of information within or obtained from the Website, whether that information is Protected Health Information or otherwise, and You will take such action to mitigate the breach or suspected breach as Company may direct, and will cooperate with Company fully in investigating and mitigating the breach. Your failure to timely cooperate shall be considered a material breach of this Agreement.

3.4 Compliance. You will comply with the terms of this Agreement and all applicable laws and regulations, including, but not limited to, HIPAA. You will be solely responsible for the use of the Website by You and Your Workforce, and shall indemnify and defend Company and hold Company harmless from and against any Damages (as defined in Section 9.8, below) arising out of any such use of the Website.

3.5 User Identification. Company authorizes You and Your Workforce to use the User IDs assigned to You by the Website. You acquire no ownership rights in any User ID, and User IDs may be revoked or changed at any time in Company's sole discretion. You will adopt and maintain reasonable and appropriate security precautions for User IDs to prevent their disclosure to or use by unauthorized persons, groups, entities and/or businesses. Each member of Your Workforce using and accessing the Website shall have and use a User ID. You will use Your best efforts to ensure that no member of Your Workforce uses a User ID assigned to another person.

3.6 No Third-Party Access. Except as required by law, You will not permit any third party (other than Your Workforce and Your clients, subject to the terms and conditions of this Agreement) to have access to the Website without Company's prior written consent, which consent may be withheld in Company's sole discretion. You will promptly notify Company of any order or demand for compulsory disclosure of any Protected Health Information or other health information. You will cooperate fully with Company in connection with any such demand.

3.7 Your Workforce. You may permit Your Workforce to use and access the Website, subject to the terms of this Agreement. You will:

(a) Obtain a unique User ID for each member of Your Workforce prior to first-time access or use;

(b) Train all members of Your Workforce in the obligations and requirements of this Agreement and other requirements relating to their access to and use of the

Website, and ensure that they comply with such requirements and applicable laws on an on-going basis; and

(c) Immediately notify Company of the termination of employment of any member of Your Workforce who was granted access to the Website, or of Your withdrawal of authorization for any such person, group, entity and/or business to access or use the Website.

3.8 Client Portal. You may make the Client Portal available to Your clients. You are solely responsible for granting access rights to Your clients and for revoking access rights. The Protected Health Information of Your clients and all other related health information will be held as part of the health record that Company maintains for You, and will be subject to the terms of this Agreement and other agreements Company is required to enter into under applicable law. Your clients access to the Client Portal and the delivery of information through the Client Portal constitutes a non-exclusive limited license to use said Client Portal only for the specific purpose for which You originally gave Your client access to the Client Portal.

3.9 Compliance with Applicable Law. Subject to the provisions of this Agreement, You are solely responsible for ensuring that Your use of the Website (including, but not limited to, granting access to the Client Portal) complies with applicable federal, state and local law, including, but not limited to, HIPAA. You will not undertake or permit any unlawful use of the Website, or take any action that would render the operation or use of the Website by Company or any other user of the Website unlawful. Company offers no assurance that Your use of the Website under the terms of this Agreement will not violate any law or regulation applicable to You.

3.10 Professional Responsibility. You will be solely responsible for the professional and medical services You provide. Company makes no representations concerning the completeness, accuracy or utility of any information provided through the Website. Company has no liability for the consequences to You or Your clients for Your use of the Website, and You agree to indemnify and defend Company and hold Company harmless from and against any Damages arising from the same.

SECTION 4.

USE OF INFORMATION

4.1 Purpose of Website. The Website is designed as tool to collect, synthesize, and analyze Your client's information to assist You in evaluating and treating Your clients. The Website will generate a graphical representation of Your client's relational world using the data provided by You and/or Your client. Notwithstanding the foregoing: (a) the Website does not generate a medical or mental health diagnosis; and (b) the graphical representations generated by the Website are for informational purposes only and are not intended to, and do not in any way, constitute professional advice, diagnosis or treatment, and should not be used as a substitute for Your professional judgment or the professional judgment of Your Workforce.

4.2 Responsibility for Misuse by Other Users. You acknowledge that in granting access to the Website for the purposes set forth in this Section 4, Company will rely on You regarding: (i) the identity and credentials of any User or other person given access to the Website, (ii) the purposes for which any User or other person is accessing the Website, and (iii) the nature and extent of the information to which any User or other person will have access to on the Website. You acknowledge that, while the Website will contain certain technical safeguards against misuse of the Website, it will rely to a substantial extent on the representations and undertakings of You and the Users. You agree that Company will not be responsible for any unlawful access to or use of Protected Health Information by any User resulting from the User's misrepresentation to Company, or User's breach of this Agreement, or any violation by User of any applicable federal, state or local laws.

4.3 Individually Identifiable Health Information. Except as otherwise required hereunder or in accordance with applicable law, You retain all rights with regard to Your clients' Protected Health Information.

4.4 Specially Protected Information. Company applies the standards of the Privacy Rule in permitting access to the Website. You acknowledge that other federal and state laws impose additional restrictions on the use and disclosure of certain types of health information, or health information pertaining to certain classes of individuals. You agree that You are solely responsible for ensuring that Protected Health Information may properly be disclosed for the purposes set forth in this section, subject only to the restrictions of the Privacy Rule. In particular, You will:

(a) not make available through the Website any information subject to any restriction on use or disclosure (whether arising from Your agreement with the individual or under applicable laws), other than the general restrictions contained in the Privacy Rule;

(b) obtain any necessary consents, authorizations or releases from individuals required for making their Protected Health Information available through the Website for the purpose set forth in this section;

(c) include such statements (if any) in Your notice of privacy practices as may be required in connection with Your use of the Website; and

(d) not place in the Website any information that You know, should reasonably know or otherwise have reason to believe or know is false or materially inaccurate.

SECTION 5.

INDIVIDUALS' RIGHTS.

You shall be solely responsible for affording individuals their rights with respect to their Protected Health Information and information pertaining to Your medical office or practice, such as the rights of access and amendment.

SECTION 6.
BUSINESS ASSOCIATE AGREEMENT

In maintaining, using and affording access to Your Protected Health Information, Company will comply with the obligations of the Business Associate Agreement that is attached hereto and incorporated herein as **Addendum A**.

SECTION 7.
HITECH ACT

7.1 **HITECH Act.** As required by the HITECH Act:

(a) Company will comply with the provisions of the HIPAA Security Rule that are made applicable to business associates by section 13401(a) of the HITECH Act, with the additional provisions of the HITECH Act relating to security that are made applicable to business associates and incorporated into business associate contracts by section 13401(a) of the HITECH Act, and with the additional provisions of the HITECH Act relating to privacy that are made applicable to business associates and incorporated into business associate contracts by section 13404(a) of the HITECH Act.

(b) Company will report to You the discovery of any breach of unsecured Protected Health Information that Company accesses, maintains, retains, modifies, records, stores, destroys or otherwise holds, uses or discloses on Your behalf, in compliance with the requirements of Section 13402 of the HITECH Act and the regulations promulgated thereunder (45 CFR Parts 160 and 164, Subpart D), and Company will cooperate reasonably with You to investigate and mitigate any such breach, and to provide You with information You need to make any legally required notification to clients and other individuals as applicable.

SECTION 8.
FEES AND CHARGES

8.1 **Service Fees.** You will pay to Company its standard service fees (the “**Service Fee(s)**”) for the License to use and access the Website during the Term of this Agreement.

8.2 **Payment.** Any applicable Service Fee shall be paid in advance, monthly, quarterly or annually as agreed upon when you purchase the License, and Company may require that You provide Company or a third-party with credit card information for such payment.

8.3 **Taxes.** All Service Fees shall be exclusive of all federal, state, municipal, or other government excise, sales, use, occupational, or like taxes now in force or enacted in the future and You agree to pay any tax (excluding taxes on Company’s net income) that Company may be required to collect or pay now or at any time in the future and that are imposed upon the sale or delivery of items and services (including, but not limited to, the License) purchased under this Agreement.

8.4 Other Charges. You are responsible for any charges You incur to use the Website, such as telephone, Internet and equipment charges, and fees charged by third-party vendors of products and services.

SECTION 9.

DISCLAIMER, EXCLUSION OF WARRANTIES, INDEMNIFICATION, AND LIMITATION OF LIABILITY

9.1 Carrier Lines. YOU ACKNOWLEDGE THAT ACCESS TO THE WEBSITE WILL BE PROVIDED OVER VARIOUS FACILITIES AND COMMUNICATIONS LINES, AND INFORMATION WILL BE TRANSMITTED OVER LOCAL EXCHANGE AND INTERNET BACKBONE CARRIER LINES AND THROUGH ROUTERS, SWITCHES, AND OTHER DEVICES (COLLECTIVELY, “CARRIER LINES”) OWNED, MAINTAINED, AND SERVICED BY THIRD-PARTY CARRIERS, UTILITIES, AND INTERNET SERVICE PROVIDERS, ALL OF WHICH ARE BEYOND COMPANY’S CONTROL. COMPANY ASSUMES NO LIABILITY FOR OR RELATING TO THE INTEGRITY, PRIVACY, SECURITY, CONFIDENTIALITY, OR USE OF ANY INFORMATION WHILE IT IS TRANSMITTED ON THE CARRIER LINES, OR ANY DELAY, FAILURE, INTERRUPTION, INTERCEPTION, MISAPPROPRIATION, LOSS, TRANSMISSION, OR CORRUPTION OF ANY DATA OR OTHER INFORMATION ATTRIBUTABLE TO TRANSMISSION ON THE CARRIER LINES. USE OF THE CARRIER LINES IS SOLELY AT YOUR RISK AND IS SUBJECT TO ALL APPLICABLE LOCAL, STATE, NATIONAL, AND INTERNATIONAL LAWS.

9.2 No Warranties. ACCESS TO THE WEBSITE AND THE INFORMATION CONTAINED ON AND/OR ACCESSED THROUGH THE WEBSITE IS PROVIDED “AS IS” AND “AS AVAILABLE” WITHOUT ANY WARRANTY OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT. YOU ARE SOLELY RESPONSIBLE FOR ANY AND ALL ACTS OR OMISSIONS TAKEN OR MADE IN RELIANCE ON THE WEBSITE AND/OR THE INFORMATION ON THE WEBSITE, INCLUDING INACCURATE OR INCOMPLETE INFORMATION. COMPANY DISCLAIMS ANY AND ALL LIABILITY FOR ERRONEOUS TRANSMISSIONS AND LOSS OF SERVICE RESULTING FROM COMMUNICATION FAILURES BY TELECOMMUNICATION SERVICE PROVIDERS OR THE WEBSITE. COMPANY WILL USE ITS COMMERCIALY REASONABLE EFFORTS TO PROTECT THE PRIVACY AND INTEGRITY OF THE WEBSITE, AND TO PROTECT AGAINST THEFT, UNAUTHORIZED REPRODUCTION OR LOSS OF ANY INFORMATION OR ACCOUNTS THAT USERS ARE UTILIZING; HOWEVER, YOU ACKNOWLEDGE AND AGREE THAT COMPANY CANNOT, AND DOES NOT, GIVE ANY WARRANTIES IN THIS RESPECT. YOU ALSO AGREE AND ACKNOWLEDGE THAT ACCESS TO OR USE OF THE WEBSITE MAY BE, PERIODICALLY AND WITHOUT PRIOR NOTICE, TEMPORARILY SUSPENDED OR SHUTDOWN FOR MAINTENANCE, REPAIRS, OR SYSTEM AUDITS AS MAY BE NECESSARY TO MAINTAIN THE WEBSITE OR TO SUPPLEMENT OR ENHANCE SECURITY FEATURES OR FOR OTHER PURPOSES DESIGNED TO ENSURE PROPER OPERATION AND FUNCTION OF THE WEBSITE. AT

NO TIME AND UNDER NO CIRCUMSTANCES WILL COMPANY BE HELD LIABLE FOR ACCESS TO OR USE OF A THIRD-PARTY SYSTEM, SOFTWARE OR SERVICES OF ANY KIND THAT YOU MAY ENCOUNTER, ACCESS OR USE THROUGH THE USE OF THE WEBSITE. YOU AGREE AND ACKNOWLEDGE THAT YOUR ACCESS TO AND USE OF ANY SUCH THIRD-PARTY SYSTEM, SOFTWARE OR SERVICE IS AT YOUR OWN RISK AND THAT YOU SHALL BE SOLELY RESPONSIBLE FOR THE SECURITY OF THE DATA TRANSMITTED INCLUDING BUT NOT LIMITED TO YOUR PERSONAL HEALTH INFORMATION AND PROTECTED HEALTH INFORMATION, IF APPLICABLE, EXCEPT AS MAY BE OTHERWISE PROVIDED FOR HEREIN. THIRD PARTIES MAY OFFER WARRANTIES FOR ACCESS AND USE OF THEIR SYSTEM, SOFTWARE OR SERVICE AND YOU MUST RELY ON THEIR REPRESENTATIONS OR WARRANTIES, IF ANY. YOU AGREE TO INDEMNIFY AND DEFEND COMPANY AND TO HOLD COMPANY HARMLESS FROM AND AGAINST ANY DAMAGES (AS DEFINED IN SECTION 9.8, BELOW) SUFFERED AS A RESULT OF YOUR ACCESS TO OR USE OF SUCH THIRD PARTY SYSTEMS, SOFTWARE OR SERVICES.

9.3 Conditions for Breach. Company will not be deemed to be in violation of this Agreement unless You have first given Company written notice specifying the nature of the default, and Company have failed within thirty (30) days of receipt of the notice either to cure the default or, if cure within such period is not practicable, to be diligently proceeding to cure the default.

9.4 Other Users. YOU ACKNOWLEDGE THAT OTHER USERS HAVE ACCESS TO THE WEBSITE. SUCH OTHER USERS HAVE COMMITTED TO COMPLY WITH THE TERMS AND CONDITIONS CONCERNING USE OF THE WEBSITE; HOWEVER, THE ACTIONS OF SUCH OTHER USERS ARE BEYOND COMPANY'S CONTROL. ACCORDINGLY, COMPANY DOES NOT ASSUME ANY LIABILITY FOR OR RELATING TO ANY IMPAIRMENT OF THE PRIVACY, SECURITY, CONFIDENTIALITY, INTEGRITY, AVAILABILITY, OR RESTRICTED USE OF ANY INFORMATION ON THE WEBSITE RESULTING FROM THE ACTIONS OR FAILURES TO ACT OF ANY USER OF THE WEBSITE.

9.5 Unauthorized Access; Lost or Corrupt Data. COMPANY IS NOT RESPONSIBLE FOR UNAUTHORIZED ACCESS TO YOUR DATA, FACILITIES OR EQUIPMENT BY INDIVIDUALS OR ENTITIES USING THE WEBSITE OR FOR UNAUTHORIZED ACCESS TO, ALTERATION, THEFT, CORRUPTION, LOSS OR DESTRUCTION OF YOUR DATA FILES, PROGRAMS, PROCEDURES, OR INFORMATION THROUGH THE WEBSITE, WHETHER BY ACCIDENT, FRAUDULENT MEANS OR DEVICES, OR ANY OTHER MEANS. YOU ARE SOLELY RESPONSIBLE FOR VALIDATING THE ACCURACY OF ALL OUTPUT AND REPORTS, AND FOR PROTECTING YOUR DATA AND PROGRAMS FROM LOSS BY IMPLEMENTING APPROPRIATE SECURITY MEASURES, INCLUDING ROUTINE BACKUP PROCEDURES. YOU HEREBY WAIVE ANY DAMAGES OCCASIONED BY LOST OR CORRUPT DATA, INCORRECT REPORTS, OR INCORRECT DATA FILES RESULTING FROM PROGRAMMING ERROR, OPERATOR ERROR, EQUIPMENT OR SOFTWARE MALFUNCTION, SECURITY VIOLATIONS, OR THE USE OF THIRD-PARTY

SOFTWARE. COMPANY IS NOT RESPONSIBLE FOR THE CONTENT OF ANY INFORMATION TRANSMITTED OR RECEIVED THROUGH COMPANY'S PROVISION OF THE WEBSITE.

9.6 Limitation of Liability. NOTWITHSTANDING ANYTHING ELSE HEREIN TO THE CONTRARY AND WITHOUT LIMITING ANY OTHER DISCLAIMERS OR THE LIKE HEREIN, IT IS EXPRESSLY AGREED THAT IN NO EVENT SHALL INDEMNITEES (AS DEFINED IN SECTION 9.8, BELOW), OR ANY OF THEM, BE LIABLE FOR ANY DAMAGES WHATSOEVER, INCLUDING, WITHOUT LIMITATION, ANY SPECIAL, INCIDENTAL, INDIRECT, CONSEQUENTIAL, PUNITIVE, OR EXEMPLARY DAMAGES OF ANY KIND (INCLUDING, WITHOUT LIMITATION, LOSS OF PROFITS OR REVENUES, LOSS OF USE, OR LOSS OF INFORMATION OR DATA), WHETHER ANY CLAIM FOR ANY SUCH LIABILITY OR DAMAGES IS PREMISED UPON BREACH OF CONTRACT, BREACH OF WARRANTY, NEGLIGENCE, STRICT LIABILITY, INTENTIONAL TORT, OR ANY OTHER THEORY OF LIABILITY. FOR THE AVOIDANCE OF DOUBT, THE INDEMNITEES, OR ANY OF THEM, SHALL NOT BE LIABLE FOR, AND THE FOREGOING DISCLAIMER OF LIABILITY INCLUDES WITHOUT LIMITATION, ANY CLAIM FOR LIABILITY OR DAMAGES RELATED TO OR ARISING OUT OF ANY ONE OR MORE OF THE FOLLOWING: (A) RELIANCE ON THE WEBSITE AND/OR THE INFORMATION CONTAINED ON OR ACCESSIBLE THROUGH THE WEBSITE; (B) COSTS OF REPLACEMENT GOODS; (C) THEFT OF DATA, LOSS OF USE, LOSS OF DATA, AND/OR LOST PROFITS; (D) DELAYS OR BUSINESS INTERRUPTIONS; (E) USE OR ACCESS OF THE WEBSITE, INCLUDING, WITHOUT LIMITATION, THE ACCURACY OR LAWFULNESS OF ANY INFORMATION OR CODING OF INFORMATION ENTERED OR ACCESSED ON THE WEBSITE; (F) ANY FAILURE BY YOU, YOUR WORKFORCE, OR OTHER USERS TO COMPLY WITH ANY APPLICABLE LAW OR REGULATION; AND (G) ANY THEORY OF LIABILITY ARISING OUT OF, RELATING TO, OR IN CONNECTION WITH, THE USE OF THE WEBSITE, INFORMATION CONTAINED ON AND/OR ACCESSIBLE THROUGH THE WEBSITE, AND/OR THE PERFORMANCE OF THE WEBSITE; IN EACH CASE REGARDLESS OF WHETHER OR NOT COMPANY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. COMPANY'S CUMULATIVE LIABILITY UNDER THIS AGREEMENT TO YOU, FOR ANY REASON AND REGARDLESS OF THEORY OF LIABILITY, SHALL BE LIMITED TO AND SHALL NOT EXCEED THE AGGREGATE FEES ACTUALLY PAID BY YOU UNDER THIS AGREEMENT FOR THE SIX (6) MONTH PERIOD PRECEDING THE EVENT FIRST GIVING RISE TO THE CLAIM.

9.7 Applicability; Interpretation. SOME JURISDICTIONS DO NOT ALLOW SOME OF THE EXCLUSIONS, LIMITATIONS AND DISCLAIMERS AS SET FORTH IN THIS SECTION 9. HOWEVER, IN SUCH EVENT, SUCH EXCLUSIONS, LIMITATIONS AND DISCLAIMERS SHALL BE VALID AND ENFORCEABLE TO THE FULLEST EXTENT ALLOWED BY LAW.

9.8 Indemnification. YOU AGREE, TO THE FULLEST EXTENT PERMITTED BY LAW, TO INDEMNIFY, DEFEND, AND HOLD HARMLESS COMPANY, AND ITS SUBSIDIARIES AND AFFILIATES, AND THEIR RESPECTIVE SHAREHOLDERS,

MEMBERS, MANAGERS, OFFICERS, DIRECTORS, EMPLOYEES, AGENTS, CONTRACTORS, REPRESENTATIVES, SUCCESSORS AND ASSIGNS (COLLECTIVELY, THE “INDEMNITEES”), FROM AND AGAINST ANY AND ALL LIABILITY, DEMANDS, DEFICIENCIES, CLAIMS, SUITS, LOSSES, DAMAGES, CAUSES OF ACTION, FINES, PENALTIES, JUDGMENTS, SETTLEMENTS, INTEREST, AWARDS, ASSESSMENTS, COSTS AND/OR EXPENSES OF ANY KIND OR NATURE (INCLUDING, WITHOUT LIMITATION, REASONABLE ATTORNEYS’ FEES AND COSTS) (COLLECTIVELY, “DAMAGES”), ARISING OUT OF, RELATED TO, OR RESULTING FROM, DIRECTLY OR INDIRECTLY: (A) THE USE OF THE WEBSITE BY YOU AND/OR YOUR WORKFORCE; (B) ANY BREACH AND/OR MISREPRESENTATION BY YOU AND/OR YOUR WORKFORCE OF ANY OBLIGATIONS, REPRESENTATIONS, WARRANTIES OR AGREEMENTS CONTAINED IN THIS AGREEMENT; (C) THE ACTIONS OF ANY PERSON GAINING ACCESS TO THE WEBSITE UNDER A USER ID ASSIGNED TO YOU AND/OR A MEMBER OF YOUR WORKFORCE; (D) THE ACTIONS OF ANYONE USING A USER ID, PASSWORD OR OTHER UNIQUE IDENTIFIER ASSIGNED TO YOU AND/OR ANY MEMBER OF YOUR WORKFORCE THAT ADVERSELY AFFECTS THE WEBSITE OR ANY INFORMATION ACCESSED THROUGH THE WEBSITE OR STORED ON THE HOST SERVER; (E) YOUR NEGLIGENCE OR WILLFUL MISCONDUCT, OR THAT OF ANY MEMBER OF YOUR WORKFORCE; (F) YOUR TREATMENT AND/OR DIAGNOSIS OF ANY OF YOUR CLIENTS; (G) YOUR RELIANCE ON AND/OR USE OF ANY INFORMATION CONTAINED ON OR MADE AVAILABLE ON THE WEBSITE; (H) ANY VIOLATION OF ANY APPLICABLE LAWS OR REGULATIONS BY YOU AND/OR YOUR WORKFORCE; AND/OR (I) ANY PERSONAL INJURY TO OR DEATH OF ANY PERSON OCCURRING IN CONNECTION WITH YOUR USE OF THE WEBSITE.

SECTION 10.

INSURANCE.

You will obtain and maintain for the purposes of this Agreement and at all times relevant hereunder, such policies of general liability, errors and omissions, and professional liability insurance and insurance pertaining to Your data, including, but not limited to, Protected Health Information, with reputable insurance companies as is usually carried by persons engaged in Your business.

SECTION 11.

TERM; MODIFICATION; SUSPENSION; TERMINATION

11.1 Term. The initial term of this Agreement shall commence on the date when the first Service Fees are due (the “Effective Date”) and continue for a period of six (6) months from the Effective Date (the “Initial Term”), and thereafter shall renew annually for one (1) year periods (each a “Renewal Term,” which (if any), along with the Initial Term, shall collectively be referred to as the “Term”) until terminated as provided in this Section.

11.2 Termination upon Notice. Company or You may terminate this Agreement at any time without cause upon thirty (30) days prior written notice to the other Party; provided, however, that in the event of a voluntary termination under this Section 11.2 by You, You will not

be entitled to a refund of any pre-paid Service Fees, and in the event of a voluntary termination under this Section 11.2 by Company, You will be entitled to a refund of any pre-paid Service Fees, if any that Company has been paid prior to the effective date of such a termination.

11.3 Termination, Suspension or Amendment as a Result of Government Regulation. Notwithstanding anything to the contrary in this Agreement, Company has the right, on notice to You, immediately to terminate, suspend, or amend this Agreement, without liability: (a) to comply with any order issued or proposed to be issued by any governmental agency; (b) to comply with any provision of law, any standard of participation in any reimbursement program, or any accreditation standard; or (c) if performance of any term of this Agreement by either Party would cause it to be in violation of law.

11.4 Judicial or Administrative Procedures; Credentialing. Company may terminate this Agreement immediately upon notice to You: (a) if You are named as a defendant in a criminal proceeding for a violation of federal or state law; (b) if a finding or stipulation is made or entered into that You have violated any standard or requirement of federal or state law relating to the privacy or security of health information or Protected Health Information is made in any administrative or civil proceeding; (c) You are excluded from participation in a federal or state health care program, or (d) You cease to be qualified to provide services as a health care and/or mental health professional or other authorized User, or Company is unable to verify Your qualifications as such.

11.5 Suspension of Access. Company may suspend access to the Website by You or any member of Your Workforce immediately pending Your cure of any breach of this Agreement, or in the event Company determines in its sole discretion that access to or use of the Website by You or the member of Your Workforce may jeopardize the Website or the confidentiality, privacy, security, integrity or availability of information within the Website, or that You or the member of Your Workforce has violated or may violate this Agreement, or has jeopardized or may jeopardize the rights of any third party, or that any person is or may be making unauthorized use of the Website with any User ID assigned to You or a member of Your Workforce. Company may terminate the access of any member of Your Authorized Workforce upon termination or change in status of his or her employment with You.

11.6 Obligations After Termination. Except as otherwise set forth in Section 11.2 above, upon termination of this Agreement, You will cease to use the Website and Company may terminate Your access to the Website. You will pay to Company the Service Fee for the balance of the Term upon termination. Upon termination for any reason, You will cease to have access to the Website.

SECTION 12.

MISCELLANEOUS

12.1 Applicable Law; Venue. This Agreement shall be governed by and construed in accordance with the internal laws of the State of Wisconsin, without regard to its conflicts of laws provisions. If any action or other proceeding is brought on or in connection with this Agreement, the venue of such action shall be exclusively in the federal or state courts situated in

Brown County, Wisconsin. Each of the Parties hereby consents to the exclusive jurisdiction of any state or federal court situated in Brown County, Wisconsin, and each of the Parties hereby waives any objection based on lack of personal jurisdiction, improper venue or *forum non conveniens*, with regard to any actions, claims, disputes, or proceedings relating to this Agreement or its performance or breach.

12.2 United States Government Rights. All Company products and publications are commercial in nature. The software, publications, and software documentation available on and through the Website are "Commercial Items", as that term is defined in 48 C.F.R. §2.101, consisting of "Commercial Computer Software" and "Commercial Computer Software Documentation", as such terms are defined in 48 C.F.R. §252.227-7014(a)(5) and 48 C.F.R. §252.227-7014(a)(1), and used in 48 C.F.R. §12.212 and 48 C.F.R. 227.7202, as applicable. Pursuant to 48 C.F.R. §12.212, 48 C.F.R. §252.227-7015, 48 C.F.R. §227.7202 through 227.7202-4, 48 C.F.R. §52.227-19, and other relevant sections of the Code of Federal Regulations, as applicable and as may be amended from time to time, Company's publications, commercial computer software, and commercial computer software documentation are distributed and licensed to United States Government end users with only those rights as granted to all other end users, according to the terms and conditions contained in the license agreements that accompany the products and software documentation, and the terms and conditions herein.

12.3 Non-Assignability. You may not assign or transfer any of Your rights or obligations hereunder without the prior written consent of Company, which consent may be withheld by Company in its sole discretion; any such assignment or transfer without prior written consent of Company shall be void. Company may freely assign or transfer any of its rights or obligations hereunder without Your consent.

12.4 Supervening Circumstances. Other than the obligation to make payments due hereunder, no Party to this Agreement shall be liable in damages or have the right to terminate this Agreement for any delay or default in performing hereunder if such delay or default is caused by conditions beyond its control, including, but not limited to, (a) Acts of God; (b) severe weather and storms; (c) earthquakes or other natural occurrences; (d) strikes or other labor unrest; (e) power failures; (f) war, terrorism, insurrections, nuclear or other civil or military emergencies; (g) acts of legislative, judicial, executive, or administrative authorities (including the denial or cancelation of any export or other necessary license); and/ or (h) any other circumstances that are not within its reasonable control.

12.5 Severability. Any provision of this Agreement that shall prove to be invalid, void, unenforceable or illegal, shall in no way affect, impair, or invalidate any other provisions of this Agreement, and such other provisions shall remain in full force and effect.

12.6 Notices. Any and all notices required or permitted under this Agreement shall be sent by United States mail or fax transmission to the address provided below or to such other and different addresses as the Parties may designate in writing. If You supply Company with an electronic mail address, Company may give notice by email message addressed to such address; provided that if Company receives notice that the email message was not delivered, Company will give the notice by United States mail or fax.

If to Company:

**Psychodiagnostic Services LLC
PO Box 10781
Green Bay, WI 54307
Main: 920.562.6284
Attention: Denver Johnson**

If to You:

at the address provided to Company
when You registered as a User of the Website.

12.7 Waiver. No term of this Agreement shall be deemed waived and no breach excused, unless such waiver or consent shall be in writing and signed by the Party claimed to have waived or consented. Any consent by any Party to, or waiver of a breach by the other, whether expressed or implied, shall not constitute a consent to, waiver of, or excuse for any other different or subsequent breach.

12.8 Company Intellectual Property. You may not use any Company logo, trademark, tradename, or service mark, whether or not such mark(s) are registered, without prior written approval from Company. This includes use on printed materials of any kind as well as electronic mediums such as Internet web pages or email.

12.9 Complete Understanding. This Agreement contains the entire understanding between the Parties, and there are no other written or oral understandings or promises between the Parties with respect to the subject matter of this Agreement other than those contained, incorporated or referenced in this Agreement. Except as otherwise provided in this Agreement, all modifications or amendments to this Agreement shall be in writing and signed by all Parties. Notwithstanding the foregoing:

(a) Company may modify the terms of the Agreement between the Parties upon written notice to You. You may notify Company in writing within thirty (30) days of receipt of a modification notification that You do not wish to accept the new terms.

(b) In the absence of such written non-acceptance notification within the thirty (30) day period, You shall be deemed to have confirmed acceptance of the new terms by continuing to use the Website. If You do not accept the new terms (i.e., You notified Company of Your rejection of the new terms within the thirty (30) day period), then You may continue to use the Website under Your existing terms until the end of Your then current Term, at which time the Agreement will not automatically renew, but will instead terminate.

12.10 No Third-Party Beneficiaries. Nothing express or implied in this Agreement is intended to confer, nor shall confer, upon any person or entity, other than the Parties and their

respective successors and permitted assigns, any rights, remedies, obligations, or liabilities whatsoever.

12.11 Advice of Counsel. You acknowledge that You: (a) have fully read this Agreement in its entirety; (b) have had full opportunity to study and review this Agreement; and (c) have been advised that You have the right to consult and that You should consult independent counsel respecting Your rights and duties under this Agreement.

12.12 Authority. The individuals entering into this Agreement represent and warrant that they are competent and capable of entering into a binding contract, and that they are authorized to enter into this Agreement on behalf of the Parties.

ADDENDUM A

Psychodiagnostic Services LLC

BUSINESS ASSOCIATE AGREEMENT

THIS BUSINESS ASSOCIATE AGREEMENT (the "BAA"), by and between Company and You, is hereby incorporated into the above Agreement and is effective as of the Effective Date of the Agreement. Capitalized terms not expressly defined in this BAA shall have the meanings given to them in the Agreement.

RECITALS

WHEREAS, You and Company are Parties to the Agreement pursuant to which You are given access to the Company's Website, and, in connection with the use of the Website, You and/or Your clients disclose to Company certain health information (the "Protected Health Information" as defined in 45 CFR §164.504) that is subject to protection under the Health Insurance Portability and Accountability Act of 1996 ("HIPAA"), and certain regulations promulgated by the U.S. Department of Health and Human Services to implement certain provisions of HIPAA (herein "HIPAA Regulations" found at 45 CFR Parts 160-164).

WHEREAS, Company, as a recipient of Protected Health Information from You and/or Your clients, is a "Business Associate" as that term is defined in the HIPAA Regulations.

WHEREAS, pursuant to the HIPAA Regulations, all Business Associates of entities such as Yours must, as a condition of receiving Protected Health Information in the course of doing business with You, agree in writing to certain mandatory provisions regarding, among other things, the use and disclosure of Protected Health Information.

WHEREAS, the purpose of this BAA is to satisfy the requirements of the HIPAA Regulations, including, but not limited to, 45 CFR §164.504(e), as the same may be amended from time to time.

OBLIGATIONS OF THE PARTIES

1. Scope of Use of Protected Health Information. Company may not: (a) use or disclose Protected Health Information it receives from You for any purpose other than the purposes contemplated by the Agreement, as required or allowed under the HIPAA Regulations, or as otherwise required by law; or (b) use or disclose Protected Health Information in a manner that violates or would violate the HIPAA Regulations if such activity were engaged in by You. You hereby represent and warrant (i) that the execution and performance of this BAA will not conflict with or violate any provision of any law having applicability to You; (ii) that You have the right to provide the Protected Health Information provided to Company under this BAA; and (iii) that the use, provision of access and/or disclosure by Company of any Protected Health Information as authorized or contemplated by the Agreement will not conflict with or violate any provision of any law having applicability to either of the Parties, including, without limitation, HIPAA and the HIPAA Regulations, nor constitute a tort against any third party, nor constitute a breach of contractual obligations between any third party and You.

2. Safeguards for the Protection of Protected Health Information. Company will use reasonable efforts to implement and maintain such business and technological safeguards as are necessary to ensure that the Protected Health Information disclosed between You and Company is not used or disclosed by Company except as is provided in the Agreement.

3. Reporting of Unauthorized Use or Disclosure. Company shall promptly report to You any use or disclosure of Protected Health Information of which Company becomes aware that is not provided for or permitted in the Agreement or the HIPAA Regulations. Company shall permit You to investigate any such report in accordance with Section 9 of this BAA.

4. Use of Subcontractors. To the extent that Company uses one or more subcontractors or agents to provide services under the Agreement, and such subcontractors or agents receive or have access to the Protected Health Information, Company shall either sign a Business Associate Agreement with such subcontractor or agent containing substantially the same restrictions and conditions related to the Protected Health Information as those that apply to Company under this BAA, or ensure that such subcontractor or agent agrees to implement reasonable and appropriate safeguards to protect such information consistent with the requirements of 45 CFR 164.314(a)(1)(i).

5. Data Transfer Security. Company will take reasonable measures to protect the security and integrity of the Protected Health Information when electronically transferring such information.

6. Access Security. Company will take reasonable security measures to protect the Protected Health Information from unauthorized access. Access to Company's computer networks and systems and the Protected Health Information will be controlled via a user ID and password. Company IS NOT RESPONSIBLE FOR ANY UNAUTHORIZED USE OR DISCLOSURE OF A USER ID OR PASSWORD, OR FOR ANY BREACH OF THIS BAA ARISING AS A RESULT OF ANY SUCH UNAUTHORIZED USE OR DISCLOSURE BY OR ON BEHALF OF YOU.

7. Authorized Access to and Alteration of Protected Health Information. In order to help ensure the accuracy of the Protected Health Information, Company, on an ongoing basis, will provide You access for inspection to any such Protected Health Information then retained in Company's possession. If any of the Protected Health Information is found to be inaccurate or incomplete, You may submit amendments or corrections to the Protected Health Information and Company shall promptly incorporate all such amendments or corrections. Company shall cooperate promptly with You in responding to any request made by any subject of such information to You to inspect and/or copy such information. Company may not deny You access to any Protected Health Information if such information is requested by the subject seeking access to it.

8. De-identified Information. Provided that Company implements appropriate de-identification criteria in accordance with the Standards for Privacy of Individually Identifiable Health Information set forth in 45 C.F.R. §164.514(b), You acknowledge and agree that de-identified information is not Protected Health Information as defined in the applicable regulations and that Company may use such de-identified information for any lawful purpose.

9. Accounting, Audits, and Inspection.

a. Company will keep an accounting of all disclosures, outside its normal course of business, of the Protected Health Information (the "Disclosure Accounting") on an ongoing basis and maintain the Disclosure Accounting for a period of at least six (6) years. At a minimum, the Disclosure Accounting will contain (i) the date of the disclosure; (ii) the name of the entity or person who received the Protected Health Information and, if known, the address of such entity or person; (iii) a brief description of the Protected Health Information disclosed; and (iv) a brief statement of the purpose of the disclosure that reasonably informs the individual of the basis for the disclosure; or in lieu of such statement a copy of the subject's written authorization or request for disclosure pursuant to the HIPAA Regulations. Company will provide the Disclosure Accounting to You or a subject individual within sixty (60) days of receiving a written request from You or such subject individual.

b. Subject to compliance with Company's security requirements, the Secretary of Health and Human Services and/or You, or their respective authorized agents or contractors, may, at their expense, examine Company's facilities, systems, procedures and records related to the Protected Health Information, as may be required to determine that Company is in compliance with the HIPAA Regulations, the Agreement or this BAA. If it is determined that Company is in violation of the HIPAA Regulations, the Agreement or this BAA, Company shall promptly remedy any such violation and shall certify the same in writing. The fact that You inspect, or fail to inspect, or have the right to inspect, Company's facilities, systems and procedures does not relieve Company of its responsibility to comply with this BAA, nor does Your failure to detect, or to detect but fail to call Company's attention to or require remediation of any unsatisfactory practice, constitute acceptance of such practice or a waiver of Your enforcement rights.

10. Right of Termination. In the event that Company breaches a material term of this BAA and fails to cure such breach within thirty (30) days after receipt of written notice thereof, You will have the right to terminate the Agreement under which You disclosed the Protected Health Information that is the subject of the relevant breach.

11. Effect of Termination. Upon the termination or expiration of the Agreement for any reason, Company, at its option, will either (i) return, delete, purge or destroy, all Protected Health Information received from You under the Agreement that Company maintains in any form, or (ii) if Company determines that such return or destruction is not feasible, Company will continue to restrict such Protected Health Information in compliance with this BAA.

12. Incorporation; Effect on Agreement. This BAA is incorporated into and made part of the Agreement and in each case is subject to the terms and conditions set forth therein, provided that, in the event that a conflict arises between this BAA and the Agreement (exclusive of this BAA), the terms and conditions of this BAA shall govern. Except as specifically required to implement the purposes of this BAA, and otherwise except to the extent inconsistent with this BAA, all other terms of the Agreement shall remain in full force and effect, and the Parties hereby ratify and affirm the Agreement except as superseded or modified by this BAA.

13. Construction. This BAA shall be construed as broadly as necessary to implement and comply with the HIPAA Regulations. The Parties agree that any ambiguity in this BAA shall be resolved in favor of a meaning that complies and is consistent with the HIPAA Regulations.