The ChartMaker® Medical Suite

Improving practice efficiency and patient care with:

System Proposal
STI has everything you need for successful practice management, now and in the future. The ChartMaker® Medical Suite consists of four unified modules with a phased implementation approach and affordable cost.

The ChartMaker® Medical Suite
1. ChartMaker® Practice Manager
2. ChartMaker® Scheduler
3. ChartMaker® Entry Point
4. ChartMaker® Clinical

The ChartMaker® Medical Suite is a unified suite of products that can be installed modularly within your office. The ChartMaker® Medical Suite has been programmed with the latest technology for the future -- Microsoft SQL database and Microsoft’s .Net framework for both client/server and web-based applications. This is the next generation in practice management software, a product for today and for the future. You can install any of the modules that you need today, and feel assured that you would be able to expand your system with additional modules whenever you need them.

We believe that in the future the Electronic Medical Record (EMR) will become an integral component within a medical practice, just as important as electronic billing, appointment scheduling and prescription writing, so the ChartMaker® Medical Suite contains an EMR module that you can implement whenever you are ready without losing one penny of your billing system investment. For example, do you want just electronic billing and practice management? Install ChartMaker® Practice Manager. Just scanning of your paper patient charts with digital e-prescribing capabilities and automated laboratory results? Install ChartMaker® Entry Point. Or, if you want a completely integrated solution with appointment scheduling, electronic billing, practice management, scanning of old paper charts, and a CCHIT certified, pen-based EMR with voice integration, choose all four modules. The ChartMaker® Medical Suite is an unbeatable medical practice software solution for today and the future.

Complete integrated software for your medical practice, from one vendor with a reputation for incredible software support, and, on site training for you and your staff, an affordable, modular implementation process, and a CCHIT Certified EMR to protect your software investment today and in the future.

...So what are you waiting for?
Here is the product that you have been waiting for. To order your copy of the ChartMaker® Medical Suite sign the attached license agreement and fax it to 800-971-7735. If you have any questions call 800-487-9135 extension 1159.
## ChartMaker® Practice Manager Module

ChartMaker® Practice Manager is an affordable and comprehensive practice management system that offers everything you need to computerize your office. The system is true Microsoft Windows® technology. Features include: Managed Care Reporting, and Electronic Billing to Medicare, Blue Shield, Medicaid, and electronic claims to over 700 commercial insurance carriers.

- Includes SQL Data Base
- Patient, Guarantor, and Subscriber Data Base
- Disability Information
- Patient Registration
- Alphabetical Patient and Guarantor Retrieval
- Integrated Insurance Data Base

### On Screen Help System
- Managed Care Reporting
- Electronic Billing to Medicare
- Blue Shield
- Medicaid
- Electronic Claims to over 700 commercial insurance carriers

### Integrated Insurance Data Base
- Managed Care Reporting
- Electronic Billing
- Medicare
- Blue Shield
- Medicaid
- Electronic Claims to over 700 commercial insurance carriers

### Integrated Patient Billing
- Automatic Cycle Billing System
- Automatic Secondary Insurance Billing
- Multiple Insurance Coverages per patient
- Automatic Re-Submission

### Integrated Paper Insurance Claim Billing Module
- Automatic Insurance Billing of Tertiary Carriers
- Automatic Insurance Claim Tracking
- Re-submission by Individual Charge

### Integrated Patient Encounter/Charge Entry
- Procedure Group Cascading
- Modifier Lookup File
- Provider Lookup File
- Referring Physician Lookup File
- On-Line Editing

### Payroll
- Multiple Price Schedules
- Displays Insurance Co-Pay Amount
- Location Lookup File
- Automatic NPI Insertion
- Approval Number Warnings

### Payment Entry
- Batch Posting
- Profile Checking by Carrier

### Practice Security System
- Multiple Security Levels
- Password by Operator

### Open Item Accounts Receivable System
- Security by Operator
- Security by Function

### Practice Analysis System
- Procedure and Diagnosis Files by Specialty

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**ChartMaker® Medical Suite**
### Electronic Claims Processing Module (Clearinghouse Charges)
$89/month per Physician
- Electronic Insurance Claim Transmission Direct to Carriers
  - Medicare
  - Blue Shield
  - Medicaid
- Unlimited Claims
- ChartMaker Practice Manager® Direct Interface to NEIC/Envoy
- Commercial Insurance Electronic Claims Transmission
  - Auto Write-off Calculations
  - Payment Profile Verification

### Mailing Labels Module
- Recall
- Patient Address
- Referral Doctor
- Birthday
- Diagnosis
- Insurance
- Patient Age
- Rolodex
- Patient Insurance

### Practice Management Reports Module with Report Writer
- Reports Can be Printed or Displayed on the Screen
- All Reports Printed on Demand with Export Capability
- Customized Reports Option
- User Defined Sort sequences
- Memorize Reports for Future Use
- Multiple Selection Options
- By Practice or By Provider
- Day Sheet
- Accounts Receivable Summary
- Aged Patient Receivables
- Aged Insurance Receivables
- Deferred Accounts
- Patients Not Yet Billed
- Credit Balances
- Delinquent Accounts
- Monthly Activity
- Hospital Summary
- System Analysis
- Refund Analysis
- Payment Analysis
- Write-off Analysis
- Diagnosis Analysis
- Adjustment Journal
- Production Analysis
- Payment Type Analysis
- Patient Balance List
- Locations Analysis
- Inactive Patients List
- Production Totals Report
- Daily Deposit Summary
- Immunization Report
- Aged Accounts Receivable Summary
- YTD Production Report
- Itemized Procedures
- Analysis by Zip Code
- Patient Insurance Summary
- Insurance Totals Report
- Patient Billed Report
- Approval Number Summary
- Patients List
- Referral Doctors List
- Diagnosis List
- Procedures List
- Insurance Companies List
- Employer List
- Modifiers List
- Patient Recall List
- Inventory List with Reorder Points
- Payment Analysis by Practice
- Payment Comparison by Insurance

### Procedure Inventory Module
- Integrated Inventory with Billing
- Inventory Report with Reorder Level

### Bad Debt Module
- Integrated with Patient Information
- Separates Bad Debt Charges from Billing
- Track Multiple Collection Agencies
- Transfer Charges to Bad Debt
- Return Charges to Accounts Receivable
- Bad Debt Report Options

### Practice Analysis Module with Report Writer
- CoPay Amount Reminder Included with Charge Entry
- Comparison Reports by Charges, Payments, Write-offs and Visits
- Two Write-offs per Charge to Track Insurance Withholds
- On Screen Totals of Withhold by Insurance Company
- Capitation Tracking by Insurance Plan
- Capitation Comparison and Monthly Analysis Report
- Insurance Pre-Certification Tracking and Warning based upon Number of Visits Remaining and Time Remaining
ChartMaker® Scheduler

ChartMaker® Scheduler is an module of the ChartMaker Medical Suite. You have the ability to schedule appointments separately for all your providers and practices, for years in advance! The unique feature of the Appointment Scheduling Module is its combination of flexibility and rigidity. The system gives the physician or office manager tremendous flexibility in specifying not only when, but also how appointments are scheduled. Once this intelligence has been built into the system, even untrained operators can schedule appointments effectively and accurately.

- Tracks No Shows, Cancels & Reschedules
- User Defined Schedule & Time Intervals
- Appointment Reason and Comment Facility
- Time Blocking & Appointment Class
- Integrated with Patient Inquiry
- Schedule Multiple Practices, Providers, Locations or Equipment
- Patient Pre Certification Number of Visits and Time Warning
- Surgical Follow-up Warnings by Patient
- Color, Graphical Calendar Shows Booked %
- Integrated Charge Slip Printing
- Reports with User Defined Options
- Simultaneously Display Multiple Providers
- Special Daily Notes per Schedule
- Patient Recall/Clinical Research
  - User Defined Clinical Parameters
  - Integrated with Patient Information
  - Integrated Letter Writer
  - Satisfy Recalls from the appointment schedule
  - Add and Print Recall Letters and Labels
  - Extensive Reporting and Recall Facility
  - Recalls Not Seen Report
- Payer Inquiry Module/Eligibility Checking
  - Included
  - If you plan to send and receive Eligibility or Referral information electronically through the Envoy System. Eligibility, Claims Checking, and Referrals are $0.15/transaction.
- Mailing Labels Module
  - Included
  - Recall
  - Referral Doctor
  - Diagnosis
  - Patient Age
  - Patient Insurance
  - Patient Address
  - Birthday
  - Insurance
  - Rolodex
- On-Demand Charge Slip/Route Slip Printing
- User Defined Patient Recall Reasons
ChartMaker® Entry Point Module

ChartMaker® Entry Point is a low cost, Document Management Based EMR for medical practices designed to produce electronic patient charts through a combination of scanning and data entry of key medical data. ChartMaker® Entry Point is designed to be installed in a phased implementation as the first step in moving a medical practice from a hand-written, manual chart system to a legible, computerized, electronic medical chart. ChartMaker® Entry Point was designed to overcome physicians’ objections to time consuming, computer data entry of patient data into the medical chart. Instead it focuses on EMR benefits and minimizes the amount of “hands on entry” required by the physician.

Stores Patient Files Electronically On-Site with the Following Product Features:
- Chart Security to Meet HIPAA Requirements/Chart Backup System for Data Security
- Scanning Input with User Defined tabs
- Summary Sheet Input for Problems, Medications, Allergies, Vital Signs, Miscellaneous Items and Patient Reminders
- Prescription Writer
- Integrated Messaging Module Creates Chart Notes from Phone Messages
- Microsoft Windows® Client/Server Application, SQL Data Base

ChartMaker® Health Portal

If you plan to receive medical laboratory results and/or electronically send and receive prescription information (eScripts) you need access to the STI Health Portal Server. This server located at STI provides the interface between the ChartMaker® EMR server in your office and various medical laboratories as well as electronic prescriptions, to send and receive transactions. It includes the ChartMaker® Health Portal Viewer software as well as unlimited laboratory results, prescriptions, and drug/drug interaction information. Access to the Health portal is included at no cost for the first 6 months and afterwards requires a current, paid ChartMaker® support agreement. The Health Portal requires a internet router and high speed internet connection.

**ePrescriptions**

ChartMaker® Entry Point includes ePrescription capabilities. Electronic prescriptions can be electronically sent from ChartMaker® via the Sure Scripts® network for processing. Sure Scripts® claims that 85% of the nation’s community pharmacies have systems certified to connect to their network. This process eliminates the need to print or fax prescriptions. The drug database is updated weekly and provides information on Drug/Drug and Drug/Food interactions. ePrescriptions can prevent medical errors and reduces your patient wait times at the pharmacy. Plus ePrescriptions can reduce your time wasted writing prescriptions and reduces the number of clarification telephone calls from the pharmacy.

$29/month per Physician

Receive Laboratory Results Electronically

ChartMaker® Entry Point includes an electronic interface to receive medical laboratory information electronically. Laboratory results appear automatically on the physician’s desktop To Do List so they are never filed without first being reviewed. The completeness and timeliness of Electronic Laboratory Results are better than paper reporting and eliminates the need to file paper results into patient’s charts. Additional benefits include the ability to review laboratory results from any location with Internet access including the physician’s home, and the ability to flow sheet laboratory results from different time periods into a graphical format. The improved timeliness when receiving laboratory results electronically, the elimination of lost or misfiled laboratory results, and the elimination of costly paper handling and filing of paper results will alone pay for the ChartMaker® Entry Point software.
ChartMaker® Clinical Physician License

ChartMaker® Clinical Module is a CCHIT Certified full-function Electronic Medical Record System. You can create and review patient charts on your computer. Immediate information displayed includes the current problem list, allergies, medications and miscellaneous patient information, as well as the most current chart notes. You can easily select a template(s) and complete the evaluation. Notes can be entered either by pen or spoken directly into ChartMaker® and prescriptions written or laboratory work monitored through the system. You can quickly create any required correspondence to a referring physician, insurance plan, or patient, based upon the information found in the chart. Plus you can improve your chart documentation to comply with the E&M coding requirements.

- Generic Template Library by specialty
- Physician Reminders
- Patient Flow Sheets Module with Graphics
- Patient History Module for Quick Review and Sorting
- Automatically Creates Letters from Patient Notes
- E&M Coding Tool Checking of Patient Notes
- Integrates with ChartMaker® Practice Manager for Charge Input directly from the EMR
- One Time Entry of Patient Data/Organizes Documents into the Patient EMR
- Automatically Creates Patient Face Sheet: Meds, Diagnoses, Allergies, Recall, Directives
- Creates Notes, Letters & Handouts from Templates
- Allows Customized Text Input with Typing or Pen/Supports Photographs and Diagrams
# SOFTWARE PRICES

## The ChartMaker® Medical Suite

<table>
<thead>
<tr>
<th>Description</th>
<th>Price</th>
</tr>
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<tbody>
<tr>
<td>for the first provider includes six (6) concurrent users</td>
<td>$9,900</td>
</tr>
<tr>
<td>for each additional provider includes two (2) concurrent users</td>
<td>$4,995</td>
</tr>
<tr>
<td>1. ChartMaker® Practice Manager</td>
<td></td>
</tr>
<tr>
<td>2. ChartMaker® Scheduler</td>
<td></td>
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<td>3. ChartMaker® Entry Point</td>
<td></td>
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<td></td>
</tr>
</tbody>
</table>

### Additional Templates -- Design and Modifications

Typically it requires about 4 hours of discussion, design, test, correction, and set-up work by our training staff to create a new ChartMaker® template from one 8½ by 11 inch-page paper form that you may currently use. Labor cost for template modification is available at $120/hour. ($480 per new template created from a one-page paper form). Modifications to existing templates or patient handouts may take less time. The advantage of having STI design templates for you is that our trained staff can complete them faster.

*(Prerequisite ChartMaker® Clinical)*

### Concurrent Users (Seats)

- $2,000
- *Software License Fee for additional concurrent users*
- *Includes SQL Data Base*
- *Concurrent Multiple Users, includes Multi Tasking Capability*
- *What is a seat? Software License Fees are based upon the number of users accessing the software at the same time. For example, a six seat license allows no more than six people to use the software concurrently. If a seventh person tried to “log on” to the system, they would be denied access until one of the four concurrent users “logged off”.*

### Dragon Naturally Speaking SDK (for Voice Users - 1 copy per Provider)

- $1000

ChartMaker® offers speech-recognition software to help you to create medical documents by speaking naturally into the system. You may even eliminate most of the fees paid to an outside transcription service. There is no need to wait for your work to be transcribed. Software Fees are based upon the number of users installed with the software. Multiple voice users can use the software at each workstation installed with voice recognition, but you need to purchase an SDK software license for each user.

### Data Conversion

Over 72% of the systems we’ve sold were to practices that were already computerized with another practice management system. We have experience in converting other system’s demographic data to the ChartMaker® Medical Suite. Data conversion saves your staff the time required to reenter patient demographic information.

Patient Demographic, Insurance, CPT, ICD9 and Referral File Conversion, estimated price for data conversion is between $1,000 and $1,500. If you decide to have us convert your data we bill you the cost up to a maximum of $1,500.

*(Prerequisite ChartMaker® Practice Manager)*

### Electronic Patient Billing Statement

There is no charge per claim or monthly charge for electronic billing with STI. We also provide an option for electronic patient billing statements that includes handling, the statement form, printing, mailing costs including postage, and a return envelope to your practice. This option can reduce your staff effort to mail patient monthly bills. This service is available at $0.59 for a one-page patient statement.

*(Prerequisite ChartMaker® Practice Manager)*

### Equipment Interfaces

Interface to a device such as an EKG machine. Custom interfaces require a special price quotation from STI. We need the cooperation of the equipment manufacturer to complete the programming work and output must be an acceptable format such as HL7.

*(Prerequisite ChartMaker® Clinical)*

### Microsoft Word

We require Microsoft Word to produce documents, such as charge slips and face sheets. You need at least one copy of Microsoft Word with your hardware to produce documents. Microsoft Corporation licenses Microsoft Word to each workstation and requires you to purchase a copy of Microsoft Word for each workstation that will use their product.

- $209 each
Customer Responsibilities

Training
STI provides training onsite (on site training is available for $950 per day with a minimum of three days per visit (this price includes travel expenses).

For the first provider and office staff we recommend at least one initial four-day on-site session (the first session includes one day for software installation on your equipment by an STI technician) and a follow-up training session at a later date for three additional days. We require your office to be closed and not seeing patients during training sessions. Each additional provider requires two additional training days.

Examples:

<table>
<thead>
<tr>
<th>Providers</th>
<th>Training Days</th>
</tr>
</thead>
<tbody>
<tr>
<td>One provider</td>
<td>7 training days</td>
</tr>
<tr>
<td>Two providers</td>
<td>9 training days</td>
</tr>
<tr>
<td>Three providers</td>
<td>11 training days</td>
</tr>
</tbody>
</table>

STI will perform project management and training in a timely manner and by mutual agreement between Customer and STI. Customer must be involved and participate fully in the planning and implementation of the ChartMaker Medical Suite®, including attending training sessions, performing practice assignments, and complying with training instructions during the implementation of the software. Studies have shown that the most important element of an EMR’s success is direct physician involvement and a desire to make the system work. STI is not be responsible for any issues resulting from Customer’s failure to comply with the plan for implementing the ChartMaker Medical Suite®. Please note that software license fees and training fees are not refundable. STI is not responsible for issues resulting from Customer’s failure to use the ChartMaker Medical Suite®, in accordance with training instructions, or its documentation. All unused project management and training shall expire 6 months from the date of initial installation and said project management and training are considered to have been provided at the time of expiration. Training sessions cancelled within 24 hours of scheduled training time will be forfeited.

How Do I Get Started?

To move the installation process forward, you need to first sign the attached license agreement and fax the signed pages to: 800-971-7735.

Training Schedule

We have installation planning meetings every Monday morning and plan training schedules. We typically can install your equipment and begin training in about six weeks. If we miss this Monday morning meeting, it will often delay your installation date for an additional week. Once we receive your fax we will contact you on the following Monday to begin planning for your installation and assign a software trainer to your account.

Payment Terms

Once you decide how you plan to pay for the system, please send the original copies of the agreement(s) with your deposit, if you plan to purchase to: STI Computer Services, Valley Forge Corporate Center, 2700 Van Buren Avenue, Eagleville, PA 19403. An STI deposit is not required if you plan to use the monthly lease/purchase option. We cannot order your hardware equipment or install software until we have your deposit check, or authorization via a Leasing Company Purchase Order (sent to us by the Leasing Company after you sign lease papers and send them your first monthly lease payment.).

Data Conversion

We need about one week to collect your data and convert your demographic files. We will contact you to make arrangements to collect your data (if you are planning to have a data conversion) prior to your training date. Data conversion will include patients, procedures, diagnoses, insurances, and referring providers. Financial information, appointments, practice and provider information will not be converted.

Software Installation

Prior to arrival of the hardware, STI will be in frequent contact with your personnel concerning general preparation for the installation. As part of this preparation, your personnel will be instructed in how to convert their current data files to a format compatible with the proposed software and to gather new information to set up any new files. Having this information prepared prior to installation will speed up the entire installation and start producing results more quickly. The time between actual installation and daily operational use of the system can vary widely. Responsibility for entering data files rests solely with the doctor’s personnel.

Software Support and Updates

STI will be responsible for seeing that the software performs to the specifications and will provide telephone assistance and support. STI will support each installed system via an annual software support and update agreement based upon the software modules and options that are included in your system price quotation. Software support and update maintenance includes required updates, and periodic planned improvements to the software and documentation, unlimited telephone support. Software support and upgrades are $675/quarter paid by credit card for the first 6 concurrent users, and $37.50/quarter for each additional concurrent user (seats).
ChartMaker® Required Hardware & Options

Network Environment Dedicated Application File Server
The ChartMaker® Medical Suite is a true 32bit, client server Microsoft Windows application. To use the ChartMaker® Medical Suite in a multi-computer environment (more than one concurrent user) you need to have a dedicated file server (a computer that cannot be used as a workstation to enter information) and Windows 2003 (or Windows 2008) 32bit Server edition installed in your main location.

All Servers Require
We require the dedicated file server to be an HP, IBM or Dell dedicated server with at least 4GB of RAM memory and at least a 146GB Mirrored SAS or 160 GB SATA hard drive, CD-ROM, VGA color monitor, 100mps Network Interface Card, 100mps Network Switch, and STI recommended remote support option, Surge-Line Conditioner. We also require the server to include a copy of Windows 2003 Server or Windows 2008 Server 32bit version, and an Iomega Rev Drive with Backup Assist. NOTE: (8) Disk Cartridges are required for daily and monthly backup purposes. You can purchase the disk cartridges from STI or provide your own from a local supplier. (Alternative backup solutions may require a signed disclaimer.)

Internet Access
ChartMaker® support/training requires either high speed Internet access with a static IP Address or a copy of Go-To-My-PC.com for internet based instruction and/or problem solving installed prior to the beginning of training.

Installation of Hardware Equipment and Network Software.
Hardware and/or system network setup, cable runs, loading and configuring of the OS and network software including Microsoft Windows, installation and network testing are the responsibility of the company providing your hardware equipment. (We can provide installation services at an additional cost of $150/hour if requested.) Loading, installation, and testing of the ChartMaker® software and the SQL database are STI’s responsibility exclusively. Typically it takes about 4 hours to load software, set-up and test the file server, and about 1 hour to load software, set-up and test each computer workstation.

Physician Wireless Convertible Notebook/Slates Options
You can use any Microsoft Windows XP Professional laptop/notebook or XP pen-tablet device or comparable Vista business version with the ChartMaker® Medical Suite. You can provide your own or if requested STI will provide a price quotation.

Repair
Due to the proprietary nature of convertible, slate, laptop and notebook computers, STI cannot provide hardware maintenance on these units and they are not included in your onsite hardware maintenance agreement. We highly recommend that you purchase the extended warranty from the notebook manufacturer. If you have STI hardware maintenance on the balance of your equipment, STI will assist you with the return and recovery of any notebook equipment if you have a hardware failure, but we cannot repair laptop equipment at our facility. Notebooks must be returned to the manufacturer’s maintenance facility for repair, and you should make alternate plans for data entry and access in the event that your notebook fails and must be returned for repair.

Connectivity
All wireless convertible notebooks use a connectivity standard similar to cordless telephones. The current state of the art of this technology is good, but like a cordless telephone, wireless connectivity is susceptible to connection drops and dead zones. Our experience with wireless technology is that it could be problematic based upon environmental issues at your office location(s) such as interference from some medical equipment or other nearby cordless/cell telephone or computer wireless networks. STI will assist you in problem solving connectivity issues, but we cannot be responsible for environmental issues that cause wireless interference. If you experience multiple, consistent connection drops we will suggest that you use a wired network versus wireless to resolve this problem.

Notes on Convertible/Laptop Computers: We suggest that you start with just one wireless convertible notebook to ensure that your physicians like it, then add additional wireless notebooks for physicians that would like to use one at a later date.
Workstations
HP Intel Pentium 4 or higher workstation with at least 1GB RAM (2GB RAM if using the Voice Recognition SDK), 20GB or larger Hard Disk Drive; 15” or larger Flat Panel Color Monitor running or Windows XP Professional or comparable Vista business version. The ChartMaker® Medical Suite will not operate with Windows ME, Windows 2000, XP Home/Media Edition or Vista Home/Media Edition. CD-ROM, US Robotics 56kbps Sportster V.90 external modem on billing workstation or faxing workstation, 10/100/1000mps Network Interface Card.

Laser Printers
A laser printer is required. An HP 1505n or faster laser printer can be used for billing, chart notes and letter printing. The Samsung ML3051N laser printer is the only printer that we support for printing prescriptions.

High Speed Scanner with Document Feeder
Fujitsu fi-6130 color scanner
with auto sheet feeder and dual side scanning capability. We require at least one Fujitsu fi-6000 series scanner and Paper Port software. If you would like to use a different scanner, please contact us before purchasing it. We cannot train or guarantee that any other scanner will work properly with ChartMaker®.

All Networks Require
Ethernet 10/100/1000 network cards on all workstations, Twisted Pair Category 5 (5e or 6 Recommended), RJ45 cable in proper length to connect each workstation to the main computer processor via an Ethernet switch.

Labor Cost for Workstation Cable
If you need to run workstation cable inside of walls or through walls to another room a qualified electrician is required due to fire codes, and STI cannot perform this work. For your convenience, we can subcontract the services of a company that is licensed to run computer cables behind walls for you. The approximate cost to wire one workstation through the walls is $150.00. If you choose to have us subcontract any wiring work you will be billed separately after the work is performed. Of course, you are always free to contact your own building technician to perform wiring and we will work with your company to provide proper wiring specifications.

Remote Locations Require
Remote Offices require a Zyxel VPN router which can be supplied and configured to allow remote access from one office to another using a secure VPN tunnel. STI Hardware can supply and configure this equipment for you if requested.

Remote Internet Tie-in Option
You can access your office information via a high speed Internet connection using a software product called GoToMyPC.com® from any remote PC with a high speed Internet connection (Home PC, Hospital PC, etc.). GoToMyPC.com® requires a monthly subscription cost of about $15/month and the remote PC will connect to one of the PCs in your main office to access your ChartMaker® data so the office PC that you are accessing and the file server must be left on for the remote connection to operate. During this time the PC being accessed from home or the remote office is not available for any local use. With GoToMyPC.com® all information on the server can be viewed changed or printed from the remote office or home, as long as the user has the proper security and password. You can set up this function yourself, or STI will setup one PC in your office for remote access at the time of initial installation at no charge. If you would like STI to setup this service for you, please notify us prior to installation. If we require a return visit to setup this service there could be a labor charge. You are responsible to provide a high speed Internet connection, to designate which PC is to be accessed and to pay the monthly charge to GoToMyPC.com®.

Internet Access For Your Office
We require high-speed internet access. If you would like internet access on your old workstations, or workstations that you purchase on your own, we can provide this service to you at an additional charge. All computers we supply are capable of internet access and include Microsoft Internet Explorer and Microsoft Outlook Express. However, to access the internet, you need an Internet Service Provider (ISP) such as a local DSL or cable provider. You can also choose a networked router (for Broadband access to the internet to be used by more than one PC at a time). STI can assist you in acquiring an ISP. If you would like us to provide you with an exact quote, we will do so based upon your location(s) and the number of workstations that you plan to access the internet. For an exact cost quotation or to discuss what options STI can offer you in internet access or virus protection software, call (800) 487-9135 and ask for Jim Diaz.
Virus Protection Recommended

We provide virus protection on all new PCs and Servers that you purchase from STI. We will also provide a price quotation for virus protection on all of your existing PCs and Servers. You have the option to provide your own virus protection or to opt out of the virus protection program if you notify us and sign an STI Hardware Disclaimer.

Virus protection software is strongly recommended especially if you plan to access the Internet or bring information from home on removable media. You have the possibility of receiving a computer virus from the Internet, from the hospital system network, or even by sharing programs from floppy disks. If you do receive a virus on any workstation it can easily spread throughout your network and infect the file server/terminal server(s) and your practice data. You should protect your valuable data with virus protection software. We install ESET NOD32 for virus protection. We choose ESET NOD32 because it automatically updates all workstation virus protection software from the file server. Note: there are many virus protection options depending upon how you plan to use your system and how much exposure to computer viruses you assume, and of course, you are always free to provide virus protection yourself, or even do without it. However, we highly recommend that you do use some kind of virus protection. No virus protection software is 100% guaranteed since new viruses are developed everyday, and STI cannot guarantee that your system will not get a virus even with virus protection software installed. However, we do recommend that if you plan to use the Internet that all PCs on your network as well as the server(s) have virus protection software installed. The virus protection software requires an annual update fee to be paid after the first year (the first year cost is included with your license).

Non STI Software Products

Though conflicts are rare, as with any software product, STI cannot guarantee the compatibility of our software with other software you may use. Incompatibility with STI software means that STI software may not operate properly or at all. If conflicts arise we will attempt to resolve them and if not possible we will inform you of the issue. Your options will then be to remove the incompatible software or to not have STI software operating on that particular piece of equipment. STI reserves the right to make the final determination on software or hardware compatibility with our products.
1. All the Pieces
We are the software authors and provide, install, train, and support everything you need for successful practice management, now and in the future. The ChartMaker® Medical Suite includes: Practice Management/Electronic Billing, Appointment Scheduling, Electronic Medical Records, and Document Management. Our software is currently installed in over 3,000 medical practices.

2. ChartMaker® Electronic Medical Record System
ChartMaker® Entry Point and ChartMaker® Clinical are low-cost, Electronic Medical Record (EMR) modules that will create a complete, consistent, and legible patient chart. EMR systems are the future of medical software. Most consultants advise you not to buy a new Practice Management System that does not contain an EMR component.

3. True Microsoft Windows Applications
The ChartMaker® Medical Suite is a true Microsoft Windows® applications. You may have seen demonstrations from Linux, UNIX, or MUMPS vendors trying to sell old, repackaged, text-based medical software running within a desktop window, and the salesperson tells you that their product is ‘Windows-like’, or ‘our version of Windows’ or ‘Windows based’. Don’t be fooled with double talk, you don’t want ‘Windows-based’ you want real Windows® applications.

4. Great System Support
Over 90% of the systems we install are to practices that were already computerized with another practice management system. The main reason they switched to STI was a lack of adequate after-the-sale support and software updates from their old vendor. STI continually updates and enhances our practice management, appointment scheduling and EMR systems to keep you current. STI is the company of choice among practices who are experienced with other medical software vendors.

5. A Stable, Experienced Medical Practice Vendor
It’s no secret that many old time medical software vendors have merged their operations and no longer exist. With their demise, medical practices have been left with expensive software systems that are no longer supported. At STI we sold and installed our first Practice Management System in 1979, and that practice is still using it today. Now that’s stability in a vendor.

6. HIPAA Compliance
President Clinton signed HIPAA calling for electronic billing standardization by October 2003. We have implemented these new standards as required to keep your system current with all the new HIPAA electronic requirements and to protect your software investment now and in the future.

7. On-Site Training and On-Going Support
STI provides installation assistance and initial training at your office location. We don’t require your staff to travel to our location for training since it wastes time, creates anxiety, and disrupts your normal office workday. Once you’re up-and-running, our support people can answer most questions on the telephone. Emergency on-site hardware support is also available.

8. Affordable Software
Some vendors show you an artificially low price for the base package, and then surprise you with additional charges after you purchase the system for items you thought were included. We include all of the functions you need in our basic package. It’s our goal to provide you with the most powerful medical practice software available, at an affordable price.

9. Over 3,000 Local Medical Practice Users
Our focus is serving medical practices. It’s all we do. We pride ourselves in providing the best after-the-sale support in the industry. With over 125 employees, STI will install and maintain your equipment, train your staff, answer your questions and conduct user group meetings. As one of our users recently said... “Your support people are incredible”.

10. Reputation for Excellence
ChartMaker® Medical Suite is a Platinum-Level products for Medical Society of New Jersey’s member’s use. ChartMaker® Medical Suite is endorsed by certain Pennsylvania County Medical Societies as well. As an organization, we pride ourselves in our reputation for excellence in our industry.
LICENSE AGREEMENT

CHARTMAKER® MEDICAL SUITE LICENSE AGREEMENT

This LICENSE AGREEMENT (hereinafter referred to as “Agreement”) is made this _____ day of __________, between STI Computer Services, Inc., with its principal place of business located at: Valley Forge Corporate Center, 2700 Van Buren Avenue, Eagleville PA 19403. (hereinafter referred to as “STI”), and

______________________________________________________________
(hereinafter referred to as “LICENSEE”).

WHEREAS, STI is the developer and provider of the ChartMaker Medical Suite, as generally described in Proposal dated ______________ (hereinafter referred to as “System Proposal”), and

WHEREAS, the LICENSEE desires to obtain from STI a license to use the ChartMaker Medical Suite subject to the terms of this Agreement.

NOW, THEREFORE AGREED that in consideration of the mutual promises and considerations and covenants herein contained and as set forth in the System Proposal the parties hereto agree as follows:

1. License: STI shall grant and the LICENSEE shall accept upon the terms and conditions hereinafter set forth, a non-transferable and non-exclusive license to use the program products, such products being further set forth and described in the System Proposal which is attached hereto and incorporated herein by reference for all purposes. The software programs identified in the System Proposal will hereinafter be referred to as the “Licensed Programs”.

2. Use of Licensed Programs: This license granted under this agreement authorizes the LICENSEE to use each Licensed Program, at one time, in machine-readable form on only one computer which is owned, rented or leased by the LICENSEE. A Licensed Program may not be used on more than one computer or file server at any one time. Where the LICENSEE under the terms of this License Agreement and the System Proposal is authorized to utilize more than one Licensed Program, the LICENSEE shall not be authorized to utilize the Licensed Programs upon a larger number of computers at any one time than the number provided for in this License Agreement and the System Proposal. For purposes of this agreement, the term “use” is defined as using, copying or reproducing in any form any portion of a Licensed Program, instructions or data from storage units or media into a computer for processing. The license granted under this agreement authorizes the LICENSEE to utilize programs in printed form, in support of the use of such Licensed Programs in machine-readable form. The license granted under this agreement does not authorize the LICENSEE to utilize the Licensed Programs in connection with any computer which is not owned, rented or leased by the LICENSEE or to utilize any Licensed Program for the direct or indirect use or benefit of any person or entity other than the LICENSEE. Where the LICENSEE under the terms of this License Agreement and the System Proposal is authorized to utilize the Licensed Program for the direct or indirect use or benefit of any person or entity other than the LICENSEE, the LICENSEE shall pay a separate licensing fee to STI for each person or entity other than the LICENSEE using the Licensed Programs. The LICENSEE shall not be authorized to utilize more copies of the Licensed Programs at any one time than the number provided for in this License Agreement and the System Proposal.

This agreement and any of the Licensed Programs or materials to which it applies may not be assigned, licensed, sublicensed, or otherwise transferred by the LICENSEE to any other person, firm or corporation without the prior written consent of STI. The LICENSEE shall have no right to copy, in whole or in part any of the said Licensed Programs or materials without the prior written consent of STI as provided for in this agreement or by separate written agreement. This agreement shall not prohibit the use of the Licensed Programs or materials by the LICENSEE's present partners or such additional partners as the LICENSEE may acquire hereafter, provided that the Licensed Programs and materials remain in use on a single fixed disk or disk array at a single fixed station, and further provided that there is not an essential change in nature of the business of the LICENSEE. In the event that the LICENSEE is a corporation or shall hereafter become a corporation, the use of the Licensed Program and materials is intended by this agreement to be for the benefit of all persons who are members of said corporation, provided however, that the Licensed Program and materials remain in use on a single hard disk or disk array at a single fixed location and further provided however, that there is not an essential change in the nature of the business activity of the LICENSEE corporation. The LICENSEE's right to use the Licensed Program shall not be diminished by or subject to any additional charges or burdens as a result of a change of ownership of the Licensed Programs either by voluntary or involuntary action. The LICENSEE shall be permitted to transmit data in connection with the use of the Licensed Programs and materials from branch or satellite locations owned and operated exclusively by the LICENSEE.

3. License Fee and Term of Agreement:
   a. In consideration for the license granted hereunder for the use of the Licensed Programs, the LICENSEE shall pay the licensing fees to STI as outlined in the System Proposal. b. There shall be added to all license fees and charges under this agreement, amounts equal to any taxes however designated, levied or based on such fee or this agreement or the license programs, including state and local sales privilege and excise taxes based on gross revenue levied at the time of sale. STI shall compute and disclose all such taxes in conjunction with the final quote in conjunction with the system proposal, if requested by the LICENSEE. c. All payments of any sums due and owing under this Agreement to STI shall be due and payable at the office of STI. All sums which are past due and owing shall bear interest at 18% or the maximum legal rate; whichever is lower, from the date when such sums are due and payable until paid. d. The term of this license shall be perpetual.

4. Restrictions on Copying and Prohibition Against Modifying Licensed Programs: Any Licensed Programs which is provided by STI, may be copied, in whole or in part, in printed or machine readable form, for use only by the LICENSEE with its computer for archive or emergency restart purposes, or to replace a worn copy, or to modify the Licensed Programs as provided below, provided, however, that no more than five printed copies and two machine readable copies shall be in existence under any license at any one time without the express written consent of STI. The original, and any copies of the Licensed Programs, in whole or in part, which are made hereunder, shall be and remain the property of STI and shall be subject to the terms of this agreement. The LICENSEE shall keep any such copies and the original at the LICENSEE locations designated in the System Proposal, except that the LICENSEE may transport or transmit a copy or the original of any Licensed Programs to another location for backup use when required by a -computer malfunction;
provided that, the copied original is destroyed or returned to the designated location when the malfunction is corrected. The LICENSEE may modify any Licensed Programs, for his own use and merge it into other program material to form an updated work; provided that, upon discontinuance of such license for such Licensed Programs, the Licensed Programs supplied by STI will be completely removed from the updated work and dealt with under this Agreement as if permission to modify had never been granted. Any portion of the Licensed Programs included in an update work shall remain subject to all other terms of this Agreement.

5. Indemnification: In the event that the LICENSEE modifies the Licensed Programs or merges it into an update work pursuant to Paragraph 4 hereinafore, and the use of the Licensed Programs as modified or merged shall be alleged to be an infringement of any patent or copyright, the LICENSEE shall save and hold harmless STI from and against any and all suits, claims, judgment, cost and expense (including reasonable attorneys' fees) of any kind or character whatsoever instituted, made and recovered against STI arising out of any rights claimed under such patent or copyright.

6. Protection and Security of Confidential Information: The LICENSEE hereby warrants, covenants and agrees to keep secret and to not provide or otherwise make available any Licensed Programs or other information related to such Licensed Programs, including, but not limited to, user manuals, flow charts, and logic diagrams in any form to any other person unless specifically requested in writing by STI to disclose such information. STI hereby warrants, covenants and agrees that the Health/Medical Records and the treatment information, as well as any other confidential information regarding the licensees business operation, including but not limited to procedures, programs and reimbursement schedules, shall be held strictly confidential and shall not be disclosed or made available to any party except as may be required by law.

7. Delivery; Subject to availability. Licensed Programs shall be shipped to the LICENSEE within the terms of the System Proposal subject to conditions beyond STI's control. STI does not warrant that shipment or availability dates will be met under such circumstances.

8. Warranty: and Limitation of Liability: STI warrants its Licensed Programs to reasonably conform to the specifications in the System Proposal. STI reserves the right to change the Licensed Programs and to offer Licensed Programs updates at an additional charge. STI reserves the right to charge LICENSEE and the LICENSEE agrees to pay for modifications of any kind to the Licensed Programs requested by the LICENSEE through STI after installation as outlined in the System Proposal, but only after the charges have been agreed to in writing. STI will support the LICENSEE in the use of the Licensed Programs, as outlined in the System Proposal. STI shall not be liable to the LICENSEE for any damages arising from delays, loss of use or other direct, indirect, consequential, or special damages of any kind whatsoever, including but not limited to loss of anticipated profits or other economic loss in connection with or arising directly or indirectly out of the existence, furnishing, functioning or use of the Licensed Programs. TO THE EXTENT PERMITTED BY APPLICABLE LAW, THE LIABILITY OF STI OR DEALER, IF ANY, FOR DAMAGES, REGARDLESS OF THE FORM OR ACTION, RELATING TO ANY LICENSED PROGRAMS SHALL BE LIMITED TO THE ACTUAL AMOUNTS PAID BY LICENSEE FOR THE LICENSED PROGRAMS AND SHALL IN NO EVENT INCLUDE INCIDENTAL, OR CONSEQUENTIAL DAMAGES OF ANY KIND. STI's liability hereunder for damages, regardless of the form or action, shall not exceed the fee paid by the LICENSEE for the particular Licensed Programs. No action, regardless of form, arising out of transactions under this Agreement may be brought by either party more than one year after the cause of the action has accrued which accrual shall be the first date of any alleged occurrence which is claimed to give rise to the cause of action. STI shall in no event be liable for any Licensed Programs malfunction, which may occur if the Licensed Programs is run upon any equipment other than a Microsoft Windows Compatible Computer as specified in the System Proposal. In the event that the Licensed Program or material is damaged or destroyed for any reason or by any means, STI will replace the damaged Licensed Program or material without additional cost to the LICENSEE.

9. Default: a. Any of the following events shall constitute an event of default hereunder (herein "Event of Default"): (i) failure by LICENSEE to pay when due any sums of money due under the terms of this Agreement; (ii) failure by the LICENSEE to perform, keep and observe any term, provision covenant, warranty or condition contained hereforefor, now or hereafter executed by the LICENSEE and delivered to STI, which term, provision covenant, warranty or condition is required to be performed, kept or observed by the LICENSEE; (iii) if a Licensed Programs or any material used in connection therewith is attached, seized, subject to a writ of attachment, or is levied upon, or comes within the possession of any receiver, trustee, custodian or assignee for the benefit of creditors; (iv) the filing by LICENSEE of any petition for liquidation, dissolution or any other relief under any federal or state laws for debtor's relief; (v) the filing by or against the LICENSEE of any proceeding under the Bankruptcy Act or for the appointment of a receiver, trustee or custodian for all or any part of a Licensed Programs; (vi) the making by the LICENSEE for any assignment for the benefit of creditors; (vii) the filing of a notice of tax lien or the existence of any other lien or encumbrance with respect to a Licensed Programs, or any material used in connection therewith. b. Upon the occurrence of any one of the above Events of Default, STI, or its assignee, may, at its option, elect and pursue one or more of the following remedies: i. Terminate this Agreement. ii. Whether this agreement has been terminated or not STI shall give a five day notice to the LICENSEE of STI's intention to enter the premises of the LICENSEE during regular business hours and to take possession of all Licensed Programs and any material used in connection therewith, and remove and retain the same free of any claims of the LICENSEE whatsoever, or anyone asserting any claim by or through the LICENSEE. The LICENSEE shall have a right to make an appointment with STI for STI to enter the premises and take possession of the licensed programs as aforesaid during the hours from 9:30 a.m. to 5:00 p.m. on Monday through Friday within said five day period. If the LICENSEE does not arrange such appointment then in that event STI may proceed to enter the LICENSEE's premises and take possession of the licensed programs at a time during regular business hours which is convenient to STI. iii. Proceed either at law or in equity to enforce performance by LICENSEE of any applicable covenants and provisions of this Agreement or to recover damages for the breach thereof. The LICENSEE shall also pay STI, or its assignee, any and all of the cost and expenses, including reasonable attorneys' fees, in exercising any rights or remedies hereunder or of enforcing any of the covenants or conditions of this Agreement. It is agreed that each and every one of the rights, remedies and benefits provided by this Agreement shall be cumulative and shall not be exclusive of any other said rights, remedies and benefits to which STI may have as afforded by law.

10. General: a. All notices or other communications given under this Agreement shall be in writing delivered or sent to the address of the other party as set forth herein, or such other address of such party as shall have therefore been designated by notice in writing. Notices shall be deemed delivered when sent by prepaid certified mail, return receipt requested. b. This Agreement is not assignable without the prior written consent of STI. Any attempt to assign any of the rights, duties or obligations of this Agreement without such consent is void. c. This Agreement and the attached System Proposal constitute the entire Agreement of the parties hereto and supersedes all other Agreements, oral or otherwise; this Agreement and the attached System Proposal may only be amended by written instrument duly executed by the parties. d. This Agreement shall be construed and interpreted in accordance with the laws of the Commonwealth of Pennsylvania and disputes arising under this Agreement shall be litigated in a court of competent jurisdiction in Montgomery County, Commonwealth of Pennsylvania. e. All pronouns and any variations thereof shall be deemed to refer to the masculine, feminine, neuter, singular or plural, as the identity of the person or persons may require. f. Paragraph headings used herein are descriptive only and shall have no legal force or effect. g. If any of the provisions of this Agreement shall for any reason be held violative of any applicable law and some of this Agreement is held to be unenforceable,
then the invalidity of such provision herein shall not be held to invalidate any other provision herein, all of which shall remain in full force and effect. h. All parties to this Agreement warrant and represent that they have the power and authority to enter into this Agreement in the names, titles and capacities herein stated and on behalf of any entities, persons, trusts or firms represented or purported to be represented. i. This Agreement shall not constitute a contract until executed by STI and the LICENSEE. Any representation or statement made by any representative of STI or the LICENSEE not contained in this Agreement shall not be binding upon STI or the LICENSEE. j. No provision of this Agreement shall be deemed waived, amended or modified by any party, unless such waiver, amendment or modification be in writing signed by the other party against who it is sought to enforce the waiver, amendment, or modification. k. The LICENSEE herein hereby specifically grants to STI permission to use the LICENSEE's name, address and area of specialty in listings of users of the system, to be distributed to potential customers.

11. Local Laws and Regulations: The Licensed Programs are prepared so that in its operation it will comply with all governmental laws and rules and regulations that are known to STI, however because it will be used in many different jurisdictions and political sub-divisions, each LICENSEE is cautioned to check with their own attorney to satisfy themselves that all of the operations of this program are in compliance with the laws and regulations that apply in their locality.

12. Force Majeure: STI shall not be liable for any delay or failure to comply with terms of this Agreement due wholly or in part to Force Majeure which may not be overcome by due diligence. In the event of such occurrence, STI shall give notice and full particulars of Force Majeure indicating efforts being taken to overcome it in writing as soon as possible after the occurrence of the cause relied on by STI. The obligations of STI so far as affected by such Force Majeure shall be suspended during the continuance of any inability so caused, and such inability of STI shall not constitute or be a breach of this Agreement. The term “Force Majeure” as used herein shall mean and be limited to strikes, labor disturbances, material shortages, acts of God or any cause reasonably beyond the control of STI. Any delay caused by Force Majeure shall automatically extend the completion or delivery date by the corresponding length of time; provided, however, in the event that STI seeks relief of their obligation to perform under this agreement by reason of Force Majeure, then, and only in that event, shall the LICENSEE temporarily be relieved of its obligations to make timely payment of all fees and other sums due STI for licensed programs for a similar amount of time, and in this respect, only for those licensed programs which are in fact subject to delay in delivery from STI to the LICENSEE.

13. Licensee Responsibilities: The information contained within the ChartMaker Medical Suite Licensed Programs is intended for use only by physicians and other competent healthcare professionals who should rely on their clinical discretion and judgment in diagnosis and treatment. As between STI, and LICENSEE, the LICENSEE hereby assumes full responsibility for insuring the appropriateness of using and relying upon the ChartMaker Medical Suite Licensed Programs. Every effort has been made to ensure that the ChartMaker Medical Suite Licensed Programs are accurate, up-to-date, complete and free from errors, but no guarantee is made to that effect. The LICENSEE is responsible to incorporate sufficient checkpoints, balances and controls to satisfy accuracy, restart, and any audit requirements in the use of the Licensed Programs, and to establish any protective measures that may be appropriate to safeguard the privacy of data or meet security requirements. The LICENSEE is responsible to select, test, and operate the Licensed Programs, to prepare operating procedures to satisfy the LICENSEE's need to use and protect the data from loss, and establish adequate backup plans based on alternative procedures and/or partial on-site duplication of critical machines and/or establish adequate off site data backup procedures. The LICENSEE hereby warrants, covenants and agrees to not provide or otherwise make available any Licensed Programs in any form to any other person or entity unless specifically requested in writing by STI to disclose such information.

14. Data Backup: The parties recognize that it is recommended practice in the use of computers and software programs to create a backup copy of all data stored in the computer on a daily basis. A daily backup procedure reduces the user's vulnerability to malfunctions which cause the loss of data. The parties recognize that it is the LICENSEE'S obligation to protect the LICENSEE'S data and business records by making daily backup copies of the records and information stored in conjunction with the use of the licensed software.

15. Computer Viruses: The parties recognize that computer viruses are a fact of everyday life. The licensed program does not contain any defenses against or means of protection from any computer viruses for either the License program or any other program used by the LICENSEE or for any data or system used by the LICENSEE. Any such defense or protection is solely the responsibility of the LICENSEE. The LICENSEE understands its obligation to provide its own protection for the licensed program and any other programs or equipment owned by the LICENSEE or used by the LICENSEE. STI does represent and warrant that the licensed program is free of any viruses at the time of its delivery to the LICENSEE.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement in multiple original copies, any of which executed copies shall serve as an original for all purposes.

ACCEPTED BY Licensee: By __________________________ Date: __________
Authorized Signature/Title

Name and Address

ACCEPTED BY STI Computer Services, Inc: By __________________________ Date: __________
Authorized Signature/Title

STI License 7/01/08