



ACMSS CMSS™ MSCAT™ Examination Certified Medical Scribe Specialists Certification and CMSS™ Licensing | Re-Licensing Terms & Conditions

This Licensing Agreement (“Agreement”) is made and entered into by and between American College of Medical Scribe Specialists, a California non-profit corporation, with its principal office located at 333 City Blvd. West, Suite 1700, Orange, CA 92868 and having the address of (“Licensee”). This Agreement is effective as of the date Licensee completes first payment to ACMSS (“Purchase Date”). ACMSS and Licensee are collectively referred to in this Agreement as the “Parties” and each individually as a “Party.” Notice to the Parties shall be given at the above addresses.

1 **GRANT OF LICENSE(S).** Upon Licensees acceptance of this Agreement, and upon ACMSS determination that Licensee or Licensee's employee(s) or contractor(s) have (1) satisfied ACMSS initial Licensing requirements, (2) submitted a properly completed Licensing application and, when applicable, Re-Licensing application (collectively, “Application”), (3) satisfied the initial Licensing period requirements and, when applicable, continuing medical education requirements, and (4) paid the annual Licensing fee (collectively, the “Licensing and License Standards”), ACMSS will issue 12-month Licensing and Licensure credentials confirming that Licensee's certified individuals have satisfied the ACMSS requirements for Licensing (“Licensing”), and grants to the Licensee (and/or to Licensee's employee(s) or contractor(s)) a limited, 12-month licensed personnel credential, non-transferable, non-sub licensable, royalty-free, non-exclusive, revocable license (“License”) to use the ACMSS Materials (as defined below) solely in connection with the provision of satisfying medical scribe Licensing, Licensure, regulatory adherence and compliance, and essential job duties and services performed in the United States and its territories and possessions in relation to the federally issued and compliance certifications) and Licensure. Individuals are issued valid, usable credentials, education, materials, and license upon successful pass. Individuals are responsible to manage their accounts, licenses, and agreements on file with ACMSS.

2 **LICENSING FEES.** Licensee will pay to ACMSS either the amount due as stated in the initial purchase Licensee's Licensing package the amount of \$ suggested listed retail value for annual licensing; and suggested listed retail value for relicensing fees, and all other fees or dues pertaining to re-licensing requirements, and/or other services and products qualified Licensees obtain from ACMSS (“Licensing Fee”). The initial Licensing/Licensure Fee is due immediately, and a Re-Licensing/Licensure fee is paid annually every 12 months. Fees must be paid by the scheduled anniversary due date or individuals individually licensed account will lapse and the individual will be required to retake the Medical Scribe Certification & Aptitude Test (MSCAT™) Licensing Examination to relicense themselves. The annual fee requirement represents the minimum paid annual fee dues required to own, operate, and utilized licensed clinical CMSS™ credentials. Licensing and Relicensing fees are due annually on the anniversary date from the twelve (12) months date of purchase. CMSS™ Licenses have a zero (\$0.00) cash value. CMSS™ Licenses are non-refundable and non-transferable and issued for the individual user only. Prices are subject to change based upon standard MSRP rate pricing.

Automatic Re-Licensing/Licensure Fee: Unless terminated as provided herein, Licensee's Licensing will renew automatically on an annual basis beginning twelve (12) months after the purchase date, on the anniversary purchase date. Licensee authorizes ACMSS, to charge the annual

membership relicensing Fee to Licensee's credit card on file. Licenses are subject to change based on MSRP (Manufacturing Standard Retail Price) posted on the store website. It is the individuals sole responsibility to maintain compliance, licensure, credentialing, and licensing privileges, maintaining all associated compliance fees in meeting federal regulatory guidelines and requirements in meeting audit attestations and appropriately licensed to carry out the individuals assignments associated with CMSS™ clinical credentials and licenses. In the event the annual licensing fee has not been recovered for the current licensing year and no and properly authorized written notification has been received, ACMSS reserves the right, indefinitely and ongoing, to process the credit card ongoing until such time proper recovery and payment of the issued license has been received. An individual may remit payment on the website, via mail, and through an agent. Where needed, accounts found out of payment recovery will be sent to an independent 3rd party collection agency(ies) or firm(s). All licenses, individual and/or enterprise licenses follow the same rules of conduct.

3 CREDIT CARD AUTHORIZATION. Licensee agrees and gives express written consent to ACMSS to charge all Licensing Fees (including Re-Licensing Licensure Fees) to the credit card, alternate credit card or any other credit card number Licensee provides, verbal, electronic, or written, to ACMSS. Licensee, and/or Licensee's representative (i.e., administrator, manager, employer, etc.) who signs this Agreement, specifically represents to ACMSS that Licensee has the ability to authorize charges to the credit card numbers provided by Licensee to ACMSS. Licensee will indemnify ACMSS for any costs it may incur as a result of Licensee's unauthorized credit card use. If ACMSS provides Licensee with notice that Licensee's credit card will not process any fees due pursuant to this Agreement, Licensee will immediately provide ACMSS with an alternate working credit card number or valid method of payment, written or verbal, prior to lapse in Licensing and Licensure. Upon immediate notification or access to website login, or limited access, Licensee will immediately bring Licensing and/or Re-Licensing credential Licensure back into compliance.

4 ACMSS POLICIES AND PROCEDURES. ACMSS provides policies and procedures applicable to Licensee on its website, or by logging into the Licensee's account through the website (<https://theacmss.org>). Licensee may additionally login and access Order History and Order Receipts, in addition to Administration compliance, using Licensee's Username and Password or Clinical Management Login privileges. ACMSS reserves the right to update its policies and procedures periodically. It is the Licensee's responsibility to remain informed and familiar with ACMSS policies and procedures during the term of Licensing and Licensure and this Agreement. Licensee agrees to comply with all rules and requirements stated in the ACMSS policies and procedures.

5 LICENSING RIGHTS & RESPONSIBILITIES. ACMSS grants the Licensee a limited, non-exclusive, non-transferable right, during the term of this Agreement, to use the education, Licensing, individually licensed twelve (12) month issued credential, informational, marketing and other ACMSS intellectual property and website materials and tools that include, but are not limited to, Licensing, credentialing, Licensure, compliance, Licensing packages, training materials and continuing education training and courses, Licensing resources, and materials, downloadable webpage, electronic account, logos, trademarks, copyrighted materials, and Licensing designation (when approved by ACMSS) for the sole purpose of establishing and maintaining Licensee's Licensing in ACMSS. Licensee may not share, transfer or distribute the ACMSS materials other than in the course of maintaining Licensee's Licensing and Licensing of Licensee and Licensee's employees. Licensee may only use the ACMSS Materials during the term of this Agreement and may not use the ACMSS Materials or any Licensing issued by ACMSS for the benefit of another service, educational institution, including any other individual, entity, educational institutions, personal business, medical specialty societies or professional association, or any other individually protected means. Any unauthorized or unacceptable use of ACMSS Materials will result in a revocation of Licensee's limited rights to the use of the ACMSS Materials. Use of ACMSS Materials or any ACMSS Licensing or Licensure following relinquishment, expiration, revocation, or termination of Licensee's license hereunder constitutes infringement of ACMSS rights, and ACMSS is then entitled to pursue all legal and equitable remedies for such infringement. The limited license terminates automatically upon termination of Licensee's Licensing and no access to, use of or sharing of the ACMSS Materials is permitted after such termination. Licensee agrees to indemnify ACMSS and hold ACMSS harmless from any damages ACMSS may suffer as a result of Licensee's Licensure violation of the terms of this limited license, and further agrees that each instance of misuse of the ACMSS Materials in violation of the terms of this limited license shall entitle ACMSS to recover \$25,000 or ACMSS actual damages, whichever is

greater.

6 OWNERSHIP OF INTELLECTUAL PROPERTY. ACMSS is the sole and exclusive owner of all intellectual property created, past, present, and future material created of similar and/or differing in nature. ACMSS, ownership of the intellectual property is regardless of whether it is used by its licensors, regardless of whether any licensee (including Licensee) contributed to the creation or content of such intellectual property and regardless of whether such intellectual property is protected by a registered copyright or trademark, by trade secret, by confidentiality or any other means of protection. Licensee agrees to use his/her best efforts to protect the intellectual property of ACMSS, for the benefit of all its licensees. Licensee will notify ACMSS, promptly if Licensee is aware of or suspects any infringement of ACMSS intellectual property by any individual or entity, although Licensee will not be required to prosecute or defend infringement claims on behalf of ACMSS. Licensee agrees that any work product contributed by Licensee to ACMSS will constitute a transfer of ownership of such content or material to ACMSS and Licensee further agrees that he/she will not contribute any work product to ACMSS that is not owned by Licensee is responsible to ACMSS for any damages or expenses suffered by ACMSS as a result of Licensee's actions that breach the intellectual property rights of ACMSS or any third party. ACMSS retains the right to delete Licensee's account and account information immediately, or upon the termination of Licensee's Licensing issuance, and at the discretion of ACMSS forfeiting compliance and coverage issuance of the issued CMSS™ license(s) and/or account(s) and issued, maintained and managed compliance, liability, and/or governing practice material(s).

7 LIMITATION OF LIABILITY. Licensee agrees that ACMSS is not responsible to Licensee or any other party for any liability whatsoever (including negligence) with respect to any loss or damage, including special, indirect or consequential loss or damage, such as loss of revenue, unavailability of systems or loss of data, resulting from the Licensee's Licensing in ACMSS and the use of ACMSS tools, products, services, or certifications and licensures. In no event shall ACMSS be liable to Licensee for any amounts in excess of the total amount paid by Licensee to ACMSS for any service, product, or Licensing with the preceding twelve (12) months. The parties agree on this limitation in recognition of the fact that the calculation of any actual damages would be exceedingly difficult and subject to speculation and possible abuse and that the foregoing compromises benefit to both Parties equally. ACMSS content, services, products and certifications do not constitute medical, legal, financial, regulatory or any other type of advice to Licensee or Licensee's employees or contractors and ACMSS has no liability, professional or otherwise, to Licensee or Licensee's employees or contractors as a result of such content, services, products and certifications. Licensee is solely responsible for Licensee's compliance with all medical, legal, financial, insurance and all other types of requirements pertaining to Licensee's business or profession.

LICENSING AND ACMSS MATERIALS ARE PROVIDED ON AN "AS IS" ISSUED BASIS. ACMSS GOVERNANCE DISCLAIMS ANY AND ALL EXPRESS OR IMPLIED CONDITIONS, REPRESENTATIONS AND WARRANTIES, INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, COURSE OF DEALING, USAGE OF TRADE, EMPLOYABILITY OR NON-INFRINGEMENT, EXCEPT TO THE EXTENT THESE DISCLAIMERS ARE HELD TO BE LEGALLY INVALID.

8 WAIVER AND RELEASE. In consideration for ACMSS processing Licensee's application and/or providing any consideration to Licensee, Licensee hereby indemnifies and forever waives and releases ACMSS, its governance, directors, officers, employees, volunteers, representatives, agents, "Released Parties," and individually, a "Released Party") from any and all actions, claims, and demands, of any kind whatsoever, arising out of or relating to this Agreement and ACMSS involvement with Licensee (collectively, "Released Claims"), except to the extent that the Released Claims are based upon the willful misconduct or gross negligence of the person or entity against whom it was raised. To the extent applicable, and particularly if Licensee resides in California, Licensee expressly waives any benefits that California Civil Code section 1542 or any other laws, legal decisions and/or legal principles of similar effect might provide to Licensee (or Licensee's employee(s) or contractor(s)) now or in the future, and agrees that the releases provided above extend to all claims, whether or not claimed or suspected by Licensee, subject to the representations and warranties provided by the parties herein. California Civil Code section 1542 (to the extent such section is applicable) reads as follows:

A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH THE CREDITOR DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE, WHICH IF KNOWN BY HIM OR HER MUST HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR.

Licensee represents and certifies that Licensee has read the provisions of California Civil Code section 1542. Licensee further acknowledges and agrees that this waiver of rights under California Civil Code section 1542 has been separately bargained for and is an essential and material term of this Agreement, and, without such waiver, this Agreement would not have been entered into. Licensee understands that the facts with respect to which this Agreement is created may hereafter prove to be different from the facts as Licensee now knows them or believes them to be, and Licensee hereby accepts and assumes the risk thereof and agree that this Agreement shall be and shall remain, in all respects, effective and not subject to termination or rescission by reason of any such difference in facts. Licensee understands and acknowledges the significance and consequence of such specific waiver of unknown claims and hereby assumes full responsibility for any injuries, damages, losses or liabilities that Licensee may hereinafter incur or discover from the waiver of these unknown claims.

9 TERMINATION OF LICENSING/LICENSURE. Termination of Licensing and/or Licensure for any reason, including non-payment of Licensing and/or Re-Licensing Fees, does not relieve Licensee of the obligation to pay all Licensing and/or Re-Licensing Fees and other amounts owed to ACMSS. These are recoverable and collected debts owed to ACMSS, and ACMSS will seek full legal collection and agencies to assist with assets owed, including all recoverable debts and licenses and/or licensing fees owed to the organization, either past or present, in which services are, or were rendered and due, provided, produced, and/or reproduced to offer the individual license holder(s) and/or entities the aforementioned goods and services entities and/or individual(s) sought. Any debts owed to ACMSS will be at attempted ongoing until debts owed to the organizations are brought current and in compliance. Licenses will be at risk for immediate suspension of the issued CMSS™ License, which will not forfeit the annual cost incurred, and recurring, unless proper written notification has been submitted and received through each individuals written license lapse attestation is on file allowing 60 days proper notice. Individuals **will** be required to retake the MSCAT™ Licensing Examination upon any license lapse. All material is original and protected individually by trademarks, copyrights, and other intellectual property rights, which are nonreproducible. All terminated licensees and those who are deficient in debts agree to immediately cease and discontinue using any and all parts of the ACMSS materials, written or issued, including and up to CMSS™ Licenses, acknowledging the ACMSS is the rightful owner, and in general, has been issued the professional and legal rights to practice CMSS™ clinical license privileges. CMSS™ Licensee further agrees to cease, return, and/or destroy any and all forms of ACMSS Materials, issued, or written, produced by, printed, downloaded, charted, and/or other accessed material, past or present. Once request is submitted in writing by each individual, individual will need to allow 4-6 weeks for license lapse.

10 MEDIATION AND ARBITRATION. Disputes between the Licensee and ACMSS not resolved by direct discussion shall be submitted to mediation pursuant to the Commercial Arbitration Rules of the American Arbitration Association (AAA). The Parties shall select the mediator within fifteen (15) days of the request for mediation. Engaging in mediation is a condition precedent to any form of binding dispute resolution. If neither direct discussions nor mediation successfully resolves the dispute, and if the Parties do not mutually agree otherwise in writing, then the Parties shall submit the matter to binding arbitration to be conducted before one arbitrator. All claims, disputes and matters in question arising out of, or relating to, this Agreement shall be decided by arbitration in accordance with the Commercial Arbitration Rules of the AAA then in effect. All claims and proceedings shall remain confidential. This agreement to arbitrate shall be specifically enforceable under the Federal Arbitration Act. An award entered in an arbitration proceeding shall be final, and judgment may be entered upon it in accordance with applicable law in any court having jurisdiction. costs of any binding dispute resolution procedures and reasonable attorneys' fees shall be borne by the non-prevailing Party, as determined by the arbitrator, up to an amount that shall

not exceed \$10,000, and the Parties shall share equally the full amount of the arbitrators' and AAA's administrative fees of arbitration. All mediation, arbitration and litigation proceedings shall be held in Orange County, California. Neither Party may commence arbitration if the claim or cause of action would be barred by the applicable statute of limitations had the claim or cause of action been filed in a state or federal court. An award entered in an arbitration proceeding pursuant to this Agreement shall be final and binding upon the Parties, and judgment may be entered upon an award in any court having jurisdiction. LICENSEE AND/OR ENTITIES HEREBY VOLUNTARILY AND INTENTIONALLY WAIVES ANY RIGHT WHICH IT MAY HAVE TO A TRIAL BY JURY WITH RESPECT TO ANY PROCEEDING, LITIGATION, OR COUNTERCLAIM BASED ON, OR ARISING OUT OF, UNDER, OR IN CONNECTION WITH THIS AGREEMENT.

11 **MISCELLANEOUS.** This Agreement is personal to Licensee and Licensee shall not assign, transfer or share any of Licensee's rights and obligations under this Agreement without the express written consent of ACMSS. "ACMSS" is defined for purposes of this Agreement to include American College of Medical Scribe Specialists, Inc. as well as the ACMSS Board. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their permitted successors and assigns. Except as expressly provided otherwise herein, all notices to ACMSS must be in writing, delivered via overnight, courier, or certified mail, return receipt requested, to ACMSS at its address contained at the beginning of this Agreement (or as otherwise later communicated to Licensee). All notices to Licensee will be delivered to the mailing address or e-mail address that Licensee has provided to ACMSS or that is associated with Licensee's name in ACMSS account records. Neither Party is the agent, partner, joint venturer, trustee, nor legal representative of the other, nor does either have any authority to act for or incur any obligations on behalf of or in the name of the other. Sections 7, 8, 9, 10 and 11 above shall survive the termination or expiration of this Agreement. This Agreement shall be governed by and interpreted under the laws of the State of California. The waiver of any rights or failure to exercise any remedy shall not operate or be construed as a continuing waiver of same or of any other rights or remedies provided in this Agreement. If any term, covenant or condition of this Agreement or the application thereof to any party or circumstance shall, to any extent, be held to be invalid or unenforceable, then the remainder of this Agreement, or the application of such term, covenant or condition to parties or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby and each term, covenant or condition of this Agreement shall be valid and be enforced to the fullest extent permitted by law. This Agreement sets forth the entire agreement between the parties with regard to the subject matter discussed herein and supersedes and terminates all prior agreements and understandings between the parties pertaining to the subject matter discussed herein. No subsequent alteration, amendment, change or addition to this Agreement shall be binding upon the parties hereto unless reduced to writing and signed by both parties. By signing below, the undersigned, on behalf of the Licensee, represents and warrants that the undersigned has read and understands all of the terms contained in this Agreement and that the undersigned has full authority to bind Licensee as a party to this Agreement. Electronic copy is valid the same as the original signed binding contract and agreement.