

## SUBSCRIPTION AGREEMENT

### ezEdMed Service

<b>Customer</b>	<b>Garrard County Schools</b>	<b>Original ezEdMed Order Date</b>
<b>Contact</b>	Tiffany Crowe	March 22, 2022
	<i>Contact person for scheduling trainings, obtaining data, email notices, etc.</i>	
<b>Address</b>	322 W. Maple Ave, Lancaster, KY 40444	
<b>Phone</b>	859-719-6269	
<b>E-mail</b>	Tiffany.Crowe@Garrard.ky.us	
		<b>Fee</b>
<b>ezEdMed</b>	Percentage of Fee for Service and Cost Reporting Revenue	5%
	<b>Total Fee</b>	<b>5%</b>

Subject to the terms and conditions of this Subscription Agreement (including the Subscription Terms attached hereto as Appendix A - Subscription Terms) and the Terms and Conditions that may be found at [www.infohandler.com](http://www.infohandler.com) (as may be modified from time to time pursuant to such Terms and Conditions, the "Terms and Conditions"), InfoHandler, Inc. ("InfoHandler") grants Customer named above ("Customer") a non-exclusive, nontransferable and nonsublicensable license to use the Service(s) (as defined above) via the Internet for the Term (as defined in attached Subscription Terms), subject to renewal as described in the Subscription Terms, for the Fee identified above. I understand if our district uses ezEdMed, we may not submit claims for Medicaid reimbursement for therapists who are paid with federal funds.

This Subscription Agreement supersedes and replaces any previously agreed upon ezEdMed contract.

**INFOHANDLER.COM, INC.****ezEdMed Customer**

Signature:	Signature:	
Print Name:	Print Name:	
Contract Date:	Email:	

## APPENDIX A - SUBSCRIPTION TERMS

**1. InfoHandler agrees that** InfoHandler, or its authorized representatives, will provide telephonic and email support to Customer between the hours of 8:00 a.m. and 5:00 p.m. Local Time, during normal business days. InfoHandler will provide a file format to Customer for conversion of data into an appropriate format for importing into the Service. Data returned to InfoHandler in any format other than the provided file format may require additional labor which may be charged at the then current negotiated fee. InfoHandler will provide the initial conversion included in the above fee. InfoHandler will provide one day of training at the above Fee. Additional days of training may be requested at an agreed upon rate. Subsequent yearly training may be requested at the then current Rate(s). InfoHandler has no obligation to provide Customer with hard-copy documentation, upgrades, enhancements, modifications or other support unless specifically contracted for. At Customer's request, within thirty (30) days of termination of this Subscription Agreement, provided Customer is not in breach of this Subscription Agreement and subject to the terms and conditions of this Subscription Agreement, including Section 2(f) below, InfoHandler will make available to Customer a file of "Your Data" (as defined in the Terms and Conditions).

**2. Customer agrees that:**

(a) Customer subscribes to the Service(s) for an initial term of one (1) year (the "Term"), commencing on the earlier of either the date of subscription signature or the date that InfoHandler (or its authorized representatives) notifies Customer of the activation of Customer's Service(s) account by email to either the email or US Postal Service(s) address listed above (the "Activation Date"). **At the end of the initial one (1) year Term, this Subscription Agreement will automatically renew for successive one (1) year periods (each a "Renewal Term") at InfoHandler's then-current Fee(s) (as defined above unless cancelled by either party in writing not less than ten (10) days prior to the expiration of the applicable Term or Renewal Term.** In the event of termination, no amounts previously paid by Customer to InfoHandler will be reimbursable to Customer and any amounts due and payable prior to such termination will remain the obligation of Customer to InfoHandler. Customer acknowledges that usage policies set forth herein and in the Terms and Conditions may be changed at any time upon at least thirty (30) days prior notice to Customer. All fees pursuant to this Subscription Agreement are irrevocable and nonrefundable. All fees are exclusive of all taxes, levies or duties imposed by taxing authorities; Customer will be solely responsible for payment of all such taxes, levies and/or duties.

For ezEdMed InfoHandler will invoice Customer by email or US Postal Service(s) to the address listed above after each submission in which claims are paid. Payment for all invoices from InfoHandler will be due within sixty (60) days after the date of InfoHandler's invoice. All payments not made when due will bear interest at the rate of one and one-half percent (1.5%) per month, or at the highest contract rate allowed by law, whichever is less, from the due date until paid.

For ezEdMed InfoHandler may elect to return the fee obtained on services that had to be refunded to Medicaid due to an error in the program. InfoHandler may elect not to return the fee obtained on services that had to be refunded to Medicaid due to Customer error.

(b) Customer's account will be considered delinquent if any invoice remains unpaid twenty (20) days after the date due. Customer's access to the Service(s) may be suspended if Customer's account is delinquent. InfoHandler may impose a charge to restore archived data from Customer's delinquent account. Suspension of Customer's access to the Service(s) will not excuse Customer from any obligation to InfoHandler to make payment(s) pursuant to this Subscription Agreement. Subject to the provisions of Section 2(e) below, after payment of the total accelerated amount, Customer will be entitled to restoration of Customer's use of the Service(s) for the remainder of the Term (or the Renewal Term, if applicable).

(c) Customer will abide (and will cause its Users to abide) by the Terms and Conditions. InfoHandler will communicate with Customer's Contact (as defined above, as Customer may change from time to time by written notice to InfoHandler) with respect to issues related to this Subscription Agreement and the Service(s).

(d) If (i) Customer's account is suspended for more than ninety (90) days, (ii) InfoHandler notifies Customer of Customer's breach of this Subscription Agreement (including the Terms and Conditions) and Customer fails to cure such breach within two (2) business days immediately thereafter, or (iii) Customer's access to the Service(s) terminates pursuant to the Terms and Conditions, this Subscription Agreement will be terminated without any obligation on the part of InfoHandler to maintain "Your Data" (as defined in the Terms and Conditions) or to provide a file to you pursuant to Section 1. Termination is not an exclusive remedy and all other remedies will be available whether or not the license granted herein is terminated. Upon expiration or termination of this Subscription Agreement, Customer will immediately cease all use of the Service(s), including the Software and any documentation.

(e) The Service(s) and Software provided to Customer and all information, documents and materials on any websites related to the Service(s) are protected by trademark, copyright or other intellectual property laws and international treaty provisions. All of InfoHandler's websites, corporate names, Service(s) marks, trademarks, trade names, logos and domain names (collectively "Marks") are and will at all times remain the exclusive property of InfoHandler. Nothing in the Subscription Agreement or the Terms and Conditions grants Customer the right or license to use any of the Marks.

(f) Customer will notify InfoHandler immediately of any unauthorized use of Customer's account (including, if applicable, the passwords and accounts of each User accessing the Service(s) by means of an account established by Customer) or any other breach of security.

**3. Infringement; Warranties and Disclaimer; Limitation of Liability; Confidentiality.**

(a) During the term of this Agreement, if any portion of the Service(s) or the Software is held by a court of competent jurisdiction to infringe any third party United States intellectual property rights, or if InfoHandler believes that any portion of the Service(s) or the Software infringes any third party United States intellectual property rights, and Customer incurs a liability or expense as a result of such holding, then Customer's sole remedy shall be, and InfoHandler will, at its option: (i) procure for Customer the right to sell or use, as appropriate, the Service(s); (ii) replace the Service(s) with other noninfringing suitable software and/or Service(s); (iii) modify the Service(s); or (iv) remove the Service(s) and refund any payments paid by Customer with respect to any period after the removal of such Service(s), if any.