

## PRACTICESUITE 20<sup>TH</sup> ANNIVERSARY PROMOTION ("PROMOTION") TERMS AND CONDITIONS

Last Updated: 08/27/2024

These terms and conditions apply to the Promotion (the "Promotion Terms"), in addition to PracticeSuite's [Terms of Use](#), and PracticeSuite's [Privacy Policy](#) and [California Privacy Policy](#), each of which are incorporated into these Terms by reference.

**Promotional Offer:** In celebration of PracticeSuite's 20<sup>th</sup> Anniversary, we are offering the first twenty (20) new Independent Medical Practice ("IMP") clients a lifetime discount of 20% off the regular price of select Practice Management ("PM") subscription plans (the "20% Lifetime Discount").

**Promotion Period:** This is a limited-time offer. Promotion starts on September 1<sup>st</sup>, 2024, and ends on October 31<sup>st</sup>, 2024 (the "Promotion Period").

**Eligible Participants:** 20% Lifetime Discounts are limited to the first twenty (20) IMP participants that meet all eligibility requirements (the "Eligible Participants"). Channel Partner or Value-Added Reseller entity or Medical Billing Company Resellers are not eligible to participate in the Promotion. The Promotion is only available to new customers who have not previously subscribed to PracticeSuite's PM or EMR solutions. The Promotion is only available in the United States, and is void where prohibited. Participants must be at least 18 years of age.

**Eligibility Requirements:** In order to be eligible for the 20% Lifetime Discount, you must meet the following requirements: (i) be a new customer of PracticeSuite; (ii) commit to a 24-month Software Subscription Agreement (the "Agreement") for a subscription to PracticeSuite's PM solution on either a flat rate plan or block rate plan of 200 minimum monthly claims (the "Promotion Subscription Plan") before the end of the Promotion Period; and (iii) meet all other eligibility criteria for use of the PracticeSuite platform as defined in the Terms of Use. Please note, PracticeSuite reserves the right to determine your eligibility to receive the 20% Lifetime Discount in our sole discretion, and decisions related thereto shall be final and binding.

**Discount Period:** The 20% Lifetime Discount shall be applied to the regular price of the Promotion Subscription Plan on the Order Form and monthly invoices, and shall continue during the lifetime of your active PracticeSuite subscription, so long as you continue to meet the Eligibility Requirements, and your account remains in good standing ("Discount Period").

**Additional Promotion Terms:** Your Agreement shall automatically renew at the discounted subscription price on a recurring 24-month basis, unless you cancel by providing PracticeSuite with at least 90 days' written notice before the end of the then-current term of the Agreement. If you no longer meet the Eligibility Requirements, your 20% Lifetime Discount shall end, and your subscription shall automatically convert to a regular priced subscription plan at our then-current rates. If you switch plans during your Discount Period, you shall lose the benefit of the 20% Lifetime Discount. If your account is suspended or terminated, the 20% Lifetime Discount shall end, and you shall not be eligible for any future PracticeSuite promotions.

PracticeSuite reserves the right to increase its fees the end of the initial 24-month term of the Agreement, and shall provide you with thirty (30) days' notice of any price increase for the Subscription and other related software and services. Such prices increase shall become effective thereafter, and your 20% Lifetime Discount shall then be applied to the new subscription list price. Your continued use of the Services after such change constitutes your agreement to the price change. You should review the PracticeSuite website, the user interface, your email, and mail frequently for changes to the price of your subscription.

The 20% Lifetime Discount is limited to one per client and account, and cannot be combined with any other offers or discounts. The 20% Lifetime Discount may not be assigned, exchanged, sold, or transferred to any other party. The discount only applies to the price of the eligible subscriptions described in the Promotion Subscription Plan, and is not valid on any other subscription plans, PracticeSuite bundle plan offers, subscription add-ons, set-up fees, or overage fees. Unless otherwise provided on the Order Form of your Agreement, any additions to providers or services shall be priced at PracticeSuite's then-current rates.

PracticeSuite reserves the right to cancel, suspend or modify the Promotion, invalidate the 20% Lifetime Discount, or disqualify any participant at any time, with or without notice, in its sole discretion. If PracticeSuite amends these Promotion Terms, it shall revise the "Last Updated" date located at the top of these Promotion Terms, and PracticeSuite may send you a notice via email to your email address currently on file with PracticeSuite. If you continue to access your PracticeSuite account after these Promotion Terms have been changed, you shall be deemed to have read, understood and unconditionally consented to and agreed to such changes. The most current version of these Promotion Terms shall be available on the PracticeSuite website, and shall supersede all previous versions.

PracticeSuite, and its subsidiaries and affiliates, are not responsible for or liable for, and hereby disclaim to the fullest extent permitted by applicable law, any liability arising out of or related to, the Promotion, the 20% Lifetime Discount, any subscription to its software, or your use thereof. By participating in the Promotion, you agree to be bound by these Promotion Terms including without limitation, the arbitration agreement and the class action waiver included in *Sections 14.4 and 18.5* of PracticeSuite's Terms of Use.