

END USER LICENSE AGREEMENT

You should read this End User License Agreement (“EULA” or “agreement”) in its entirety, at it is subject to change without notice and may have changed since the last time you read it. Our products are not sold; rather, copies of our products, including this one, are licensed all the way through the distribution channel to the end user. UNLESS YOU HAVE ANOTHER AGREEMENT DIRECTLY WITH CAREPRECISE THAT CONTROLS AND ALTERS YOUR USE OR DISTRIBUTION OF THIS PRODUCT, THE TERMS AND CONDITIONS OF THE LICENSE AGREEMENT BELOW APPLY TO YOU. If upon reading the agreement you do not accept it, you may choose not to install the product and request a refund of the purchase price exclusive of sales or other taxes, shipping or other costs by contacting us at www.npidentify.com/contact. You can access the EULA for the product at any time by looking in the folder where you installed the product for the file “EULA.rtf”.

“You” means the specific person reading this agreement and making the decision whether or not to accept it and proceed with installation. “NPIIdentify Desktop Edition” (the “product”) means the downloaded file(s) and all of its/their constituent (installed) file(s). CarePrecise Technology (“CAREPRECISE” or “we” or “us”), owner of the copyright protected software, data structures and data formats and all intellectual property represented or contained therein to which it holds copyright, extends to you a non-exclusive single-user (one user), single-installation (one computer) license to install and use the product as long as your actions conform to the terms of this agreement. You may use the software on one computer, and you may make an additional copy to be used only for backup or archival purposes. You may not place the software on a network so that it may be used by more than one person or on more than one computer workstation. Provided that your actions conform to the terms of this EULA you may use the product for any lawful purpose without further limitation as long as you obtain that information through the normal user interface of the product. You may not otherwise copy or modify the product or extract its contents or access its contents by any means other than provided in the software application for any purpose without explicit written permission from us specifically naming you in writing. You may not decompile or in any manner reverse engineer the product for any purpose. You may not obtain this product under false pretense or disguised identity; you must have provided all requested information about you and it must be accurate to the best of your knowledge including your name, your address, telephone number and email address. Installation of an update or upgrade of the product will require execution of a new EULA. You must pay any and all fees and charges required to legally and ethically obtain the licensed product from us, and any such fees and charges as may be required should you request and receive extended license benefits or permissions.

The data contained in the product is taken directly from the National Plan & Provider Enumeration System (NPPES) provided by the Centers for Medicare and Medicaid Services (CMS), an agency of the U.S. federal government. Neither CAREPRECISE nor its partners, sponsors nor advertisers are responsible for the National Plan & Provider Enumeration System (NPPES) data contained in its directories. The data was submitted to the National Provider Identifier (NPI) Enumerator by healthcare providers themselves, and those listings are taken as-is from the NPPES database distributed by CMS, exactly as uploaded by the healthcare providers – warts and all. CMS, not CAREPRECISE, has made the determination regarding what information would be available under the Freedom of Information Act (FOIA), and CMS alone has determined which data to make publicly available. NO WARRANTY IS EXPRESSED OR IMPLIED AS TO THE ACCURACY, COMPLETENESS OR TIMELINESS OF THE INFORMATION PRESENTED HERE. To update your own NPPES record, visit the NPPES provider update site at <https://nppes.cms.hhs.gov/NPPES/StaticForward.do?forward=static.npistart> – CAREPRECISE has no way of updating your information. CAREPRECISE is not responsible for the availability of the CMS web site and other web sites, or for the accuracy or completeness of information contained there, via the embedded web links.

CAREPRECISE has exercised due diligence to ensure to the best of its ability that the product contains no viruses, spyware or other malware. The product does not report any information from your computer to CAREPRECISE or any of its partners, nor does CAREPRECISE collect sensitive personal identity information through the installation process or through use of the product. The information you provide will be used only by CAREPRECISE for its own internal and promotional purposes and will not be shared with others unless required to do so by a court or other legal authority.

THE PRODUCT IS PRESENTED AS-IS. NO WARRANTY WHATSOEVER IS EXPRESSED OR IMPLIED REGARDING THIS PRODUCT OR ANY OF ITS COMPONENTS OR RELATED MATERIALS AS TO THE FITNESS OF THE PRODUCT FOR ANY PURPOSE OR APPROPRIATENESS FOR ANY COMPUTER ENVIRONMENT. AS A PRODUCT OF DIGITAL MEDIA WHICH CAN BE COPIED NO REFUND WILL BE GIVEN. THE USER ACCEPTS ALL RESPONSIBILITY FOR USE OF THE PRODUCT WEB SITE AND INSTALLATION, USE, UPDATE AND/OR UNINSTALLATION OF THE PRODUCT. NEITHER CAREPRECISE NOR ITS PARTNERS, SPONSORS NOR ADVERTISERS IS RESPONSIBLE FOR ANY OUTCOME RESULTING FROM THE DOWNLOAD, INSTALLATION, USE, UPDATE AND/OR INSTALLATION OF THE PRODUCT. LIABILITY ON THE PART OF CAREPRECISE IS LIMITED TO THE PURCHASE PRICE OF THE PRODUCT EXCLUSIVE OF ANY SALES OR OTHER TAXES, SHIPPING OR OTHER COSTS. IN PARTICULAR, YOU AGREE THAT CAREPRECISE SHALL HAVE NO LIABILITY FOR DAMAGES, LOSS OF INCOME OR THIRD PARTY ACTION RESULTING FROM YOUR POSSESSION, INSTALLATION OR USE OF THE PRODUCT OR FROM ANY OTHER ACTIONS INVOLVING THE PRODUCT AND ANY PERSON OR PERSONS WITH ACCESS TO THE PRODUCT IN YOUR POSSESSION.

The product contains intellectual property belonging to CAREPRECISE and Microsoft Corporation, and may contain additional intellectual property belonging to other parties used by permission. You are licensed to use it according to the limitations of this agreement in exchange for your information and payment of the license fee.

Should any court or duly empowered legal entity determine a portion or portions of this agreement to be unenforceable, you agree that all other portions shall remain in full force and effect. For purposes of any dispute regarding this agreement you agree that the place of venue shall be Tulsa County in the State of Oklahoma, United States of America. The term of this agreement shall continue for twenty (20) years from the date of your acquisition of the product as recorded during the acquisition process.

THIS END USER LICENSE AGREEMENT SUPERCEDES ANY AND ALL OTHER STATEMENTS WHETHER WRITTEN, VERBAL OR VIRTUAL.

Your decision to install and use the product is on your own volition and at your own risk, and your installation and use shall be encumbered with this agreement. By continuing with the process from this point you affirm your understanding and acceptance of this agreement and that all required information you have provided is complete and accurate. If you do not do not so affirm or you do not assent to these terms in any part you must exit the installation program now and proceed no further.