



DatamedSnd™ DSND01

Service Manual

Datamed LLC

DatamedSnd™ DSND01 v3.0

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CAUTIONS

This product is not intended for home use.

REGULATORY

This product is not a medical device.



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INTENDED USE

This product is a software application intended to transmit files to a server that supports the DICOM[®] transmission protocol using a C-STORE transaction. This product does not alter the transmitted data in any way. It is not intended to be used for any other purpose and attempting to use it for any other purpose is a violation of the EULA.

PROTECTED HEALTH INFORMATION (PHI) CONSIDERATIONS

The file that is transmitted by this product may or may not contain PHI. As this product does not interact with the contents of the file except to read it from a folder and transmit it, no data from the file is written to the log. If the file contains PHI then appropriate measures should be taken to ensure the security of the file. When planning the physical and electronic security of the installation, it is important to be aware of this data and plan accordingly. PHI may appear in the following locations:

- Debug Folder - If Debugging is enabled, the debug files are written here. The debug file will contain the raw data transmitted from the sender and therefore may contain PHI. This data is always encrypted.

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CHAPTER 1 - GETTING STARTED

The DatamedSnd™ Model DSND01 Transmitter Module (“*DSND01*”) is a utility that monitors a folder for files with a specific extension (.dcm) and then reads the files and transmits the data to a server using a DICOM® C-STORE transaction. It can be used with the DatamedFT™ EKG Format Translator or as a standalone utility. The program runs as a system service and will monitor the configured folder. When used with DatamedFT™, the Format Translator will write out files for DSND01 to transmit.

CHAPTER 2 – INSTALLATION

Requirements

- ❖ **License Key.** The software licenses that the applications need to run are contained in a License Key which can be either hardware or software. The hardware License Key is a specialized USB device (dongle) that must be accessible to the application at all times. It should be green or black and look like one of these:



For regions where a software License Key is available (currently North America) this type of key is activated on a specific computer and node-locked to that computer. If the key needs to be updated (e.g. if additional licenses are purchased), it can be updated via email - see *Appendix A* for instructions.

- ❖ **Software.** The installation package from DLLC which may be supplied on a flash drive or via download link.
- ❖ **Computer.** This software is independent of the host system and can be installed either on the host system server (if permitted by the manufacturer) or anywhere with network access to the host system. *It must be installed on the same computer (or VM) as DatamedFT™.* The minimum specifications for the computer are: 2 GB RAM, 40 GB HD, and a LAN connection or serial connection as appropriate. The following operating systems are supported: Windows Server 2008 x86 and x64, Windows Server 2008 R2, Windows Server 2012, Windows Server 2012 R2, and Windows Server 2016. The .NET 4.5 Framework must be installed on this computer.
- ❖ **LAN considerations.** The DSND01 software transmits via a TCP/IP connection on a configured port. The folder that is being monitored must be a local folder. *If Windows Firewall is turned on, make sure any required rules are added to allow the traffic to pass.*
- ❖ **VM considerations.** This software can be run on virtual machines. If it is offered in your region you may choose to use a software license key. When using a hardware license key, a USB-to-Ethernet adapter such as AnywhereUSB is required. Note that using AnywhereUSB with a modem can affect the connectivity to the License Key (<http://www.digi.com/support/kbase/kbaseresultdet?id=3039>). DLLC recommends the use of hardware license keys where possible because they are reliable, portable and the license activation can never be broken.

New Installation

These instructions are for a new installation where there is no prior version of DSND01 installed. This can also be used if DSND01 was uninstalled. DSND01Config will need to be run after installation to update the settings.

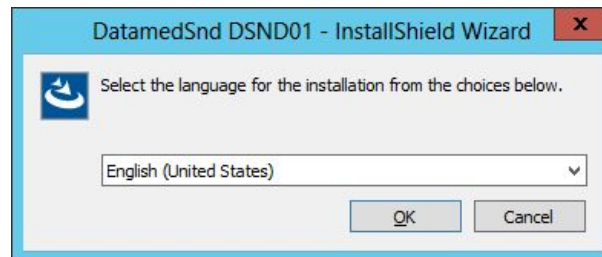
NOTE: *DSND01 v1.x cannot be directly upgraded to v3.x. For upgrades, follow the instructions later in this chapter.*

Install the License Key

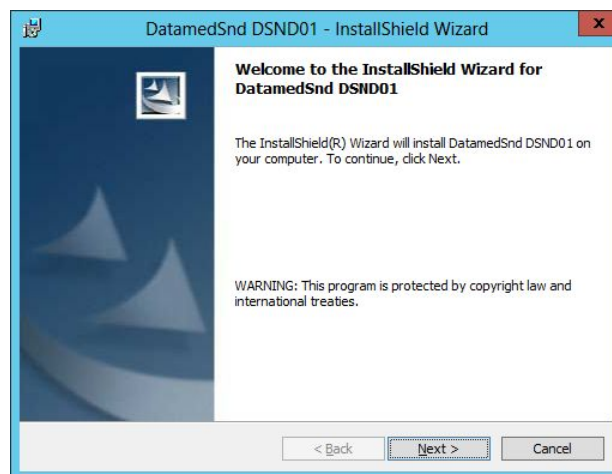
- In the installation media provided with the software there will be a file named *HASPUserSetup.exe*. Run this to install the full driver package. Alternatively, after installation the driver can be found using the shortcut under *Start → All Programs → Datamed → DatamedFT → Install License Key Drivers*. This driver package includes important tools used to diagnose issues. The latest driver for Sentinel HASP from the manufacturer may be downloaded directly from the SafeNet website at: <http://sentinelcustomer.safenet-inc.com/sentineldownloads/>.
- For a hardware License Key, insert the hardware key into the USB port and confirm that the LED inside the key lights. If you are using an AnywhereUSB adapter, follow the instructions that came with the adapter and install the Digi driver, then configure it to point to the adapter and USB port.
- For a software License Key you must activate the license and lock it to the VM that will be used. This is a two-step procedure that requires coordination with DLLC. Follow these steps:
 - a. After installing the driver, run *DatamedSentinelUtility.exe*. On the first tab select *Installation of new protection key* and then press the *Collect Information* button. Name and save the file, then send the fingerprint file (.c2v) file to the DLLC technician you are working with.
 - b. DLLC will use the file to manually activate the software License Key and send you back a license update (.v2c). You can apply this using the 2nd tab of that same utility. At this point the license is activated and locked.
- Check to make sure that the License Key is available by using the Admin Control Center which is part of the driver package. Open a browser and go to http://localhost:1947/_int_/devices.html and confirm that you see the License Key in the list and it says "Local" in the *Location* column.

Install the DSND01 software

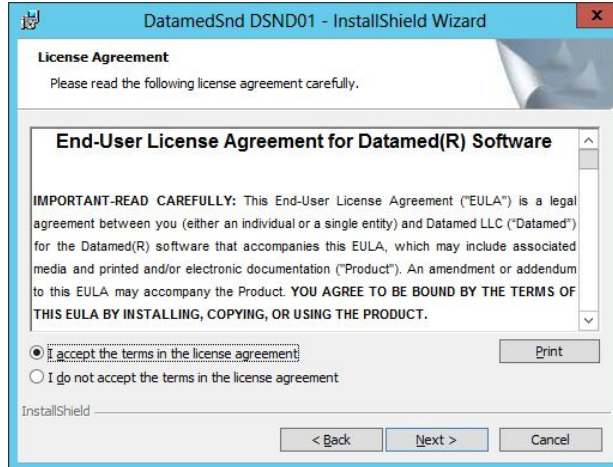
- The installation package can be found on the software installation flash drive or may be emailed. Locate *DatamedSnd_DSND01_Setup_v3.x.x.exe* and double click on it. The following screen should appear. Select the appropriate language and then click *Next* to continue.



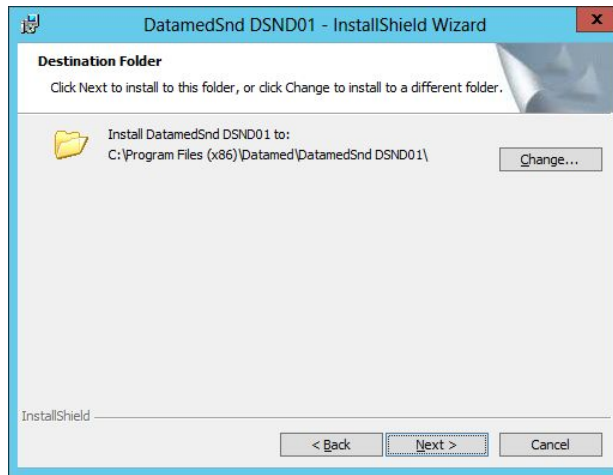
- The introduction screen will appear. Click *Next* to continue.



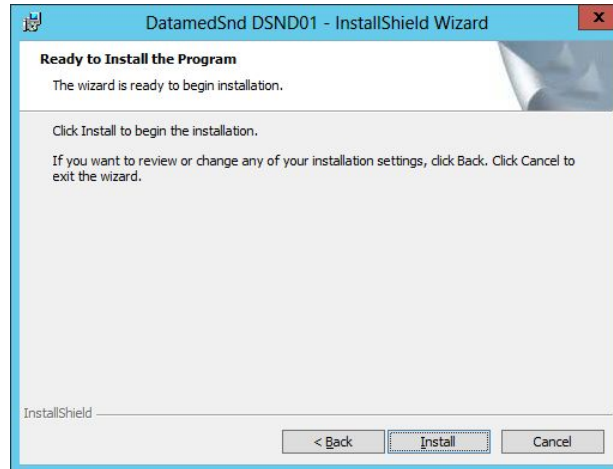
- Read the License Agreement carefully and select *I accept...* Click *Next* to continue.



- Select the installation folder for the program and then click *Next* to continue.



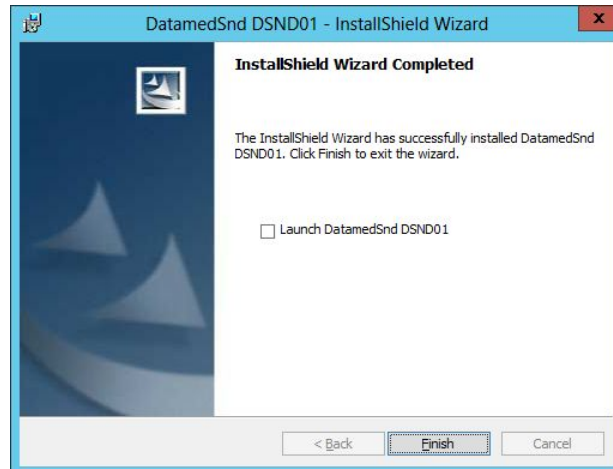
- When ready, click *Next* to begin the installation. Installation should take 1-2 minutes.



- During installation this screen will appear. Depending on what other software you have installed on the computer, you may or may not see the logo as shown below.



- Once installation is complete, this screen will appear. If you want to run the configuration utility immediately, check the *Launch DatamedSnd DSND01* box. Click *Finish* to close the window.



Updating

If DSND01 v3.0 or higher is already installed, running the setup program will update it. The screens are the same as a new installation.

If DSND01 v1.x is installed, follow these steps:

- Stop the two DSND01 services.
- Open the configuration utility and copy all of the settings down manually.
- Uninstall the old version.
- Install the new version. If prompted to reboot then do that.
- Start the *DSND01Config* utility and configure it with the written settings.

Uninstalling

To uninstall DSND01, do one of the following: 1) from *Start* → *All Programs* → *Datamed* → *DatamedSnd_DSND01*, select *Uninstall DSND01*; or 2) open *Control Panel*, choose *Add or Remove Programs*, select *DatamedSnd_DSND01*, and press the *Remove* button. In either case the application will be removed. It may take a minute for the uninstall to complete. Note that only the application is removed - all ECG files and logs will remain.

Post-Installation Notes

If this was an update then the configuration settings will already be set up and should not need to be changed. However, for a new installation the configuration settings will need to be set up. Configuration settings are changed by using the DSND01Config utility. A shortcut to this utility will be found on the desktop, and it can also be found at *Start* → *All Programs* → *Datamed* → *DatamedSnd DSND01* → *DSND01Config*. See *Chapter 3* for a complete description of the configuration settings.

We recommend setting the service *Startup Type* to *Automatic (Delayed Start)*. This is especially important when using an AnywhereUSB adapter. After installation open the *Services* applet, locate the *DatamedSnd_DSND01* service, right-click on *Properties*, and change *Startup Type* to *Automatic (Delayed Start)*. An alternate method is to run this from the command line (note that the space after the '=' is required):

```
sc config DatamedSnd_DSND01 start= delayed-auto
```

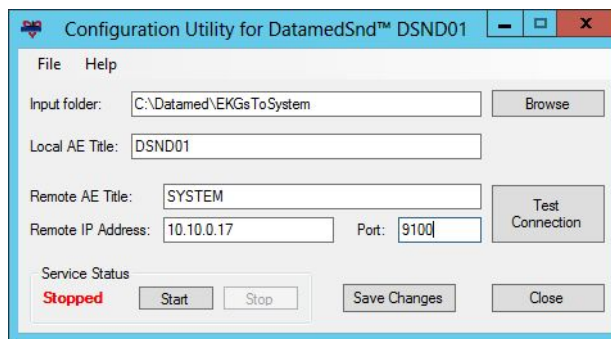
Note that the *DatamedSnd_DSND01* service will not start automatically until the computer is rebooted. It can be started immediately using the *DSND01Config* utility. An alternative method of starting the service is to open the *Services* applet from *Control Panel* → *Administrative Tools* and start *DatamedSnd_DSND01*.

IMPORTANT NOTE: This application should always be installed on the same computer as DatamedFT™ and use a local folder.

Once the setup and the configuration is complete, the connection to the server should be tested. This is done using the *Test Connection* button in the configurator.

CHAPTER 3 - CONFIGURING DSND01

Once DSND01 is installed, changes to the configuration settings can be done using the DSND01Config utility that is installed along with the service. Open the utility from the desktop shortcut or from the Windows™ Start menu and it will automatically read the current configuration settings from the registry. When configuration changes are made, they must be saved and then the service must be restarted for them to take effect.



Window Settings

The main section of the window has several items:

- ✚ **Input folder.** The folder that is monitored for converted EKG files. This must be the *Output folder* for DatamedFT™ and will always be a local folder. The application will be watching this folder for files with an extension of .dcm.
- ✚ **Local AE Title.** This is the AE Title for DSND01 when acting as an SCU (Service Class User) making the C-STORE request.
- ✚ **Remote AE Title.** This is the AE Title of the DICOM SCP (Service Class Provider) that will service the C-STORE request.
- ✚ **Remote IP Address and Port.** This is the host name or IP address and the port for the DICOM SCP that will service the C-STORE request.
- ✚ **Test Connection.** When this button is pressed it will generate a DICOM ECHO transmission to confirm that the server is available and listening.

At the bottom of the window there is a status indicator and four buttons:

- ✚ **Service Status.** This shows the current status of the DatamedFT service. There are several possible values: **Stopped** - indicates that the service is not running; **Running** - indicates that the service is running; **Starting** - which indicates that the service is in the process of starting; **Stopping** - which indicates that the service is shutting down; **Paused** - which indicates that the service was manually paused; and **Unknown** - which indicates a problem. The blue statuses are normally transitional so if the status remains for more than a couple of seconds then there is a problem. The most common reason for this condition is that the License Key is not present or accessible.
- ✚ **Start.** This button will start the DatamedSnd_DSND01 service.
- ✚ **Stop.** This button will stop the DatamedSnd_DSND01 service.
- ✚ **Save Changes.** This button will cause all configuration changes to be saved to the registry. Previous settings will be discarded.
- ✚ **Close.** This button closes the window. Any unsaved changes will be discarded.

Menu Options

The following menu options are available:

- ✚ **File → Reload from registry.** Selecting this will cause any changes to be discarded and the settings on the screen reset to the saved values.
- ✚ **File → Save to registry.** This is the same as clicking the *Save Changes* button.
- ✚ **File → Import settings from file.** This will load configuration settings from a DSND01 Settings (.ds1) file. This file is created by exporting the settings. Note that the settings are loaded into the window, but are not saved to the registry until the *Save Changes* button is clicked.
- ✚ **File → Export settings to file.** This will save the configuration settings *as they exist in the window* (possibly edited) to a DSND01 Settings (.ds1) file. This file should not be edited manually. Typically this functionality is used to send the configuration settings to DLLC for troubleshooting.
- ✚ **File → Enable debugging.** In the event that there is a problem with the translator, DLLC support personnel may want to collect detailed technical information. After checking this option and restarting the service, files containing debugging information will be written to the *Output Folder*. This information should be sent to DLLC support for analysis. See *Chapter 6* for more details.
- ✚ **File → Exit.** This is the same as clicking the *Close* button.

- ✚ *Help → Open Windows Event Viewer.* This will open the Event Viewer to the Application Event Log.
- ✚ *Help → Open Windows Services Manager.* This will open the services applet so that you can access the properties for Windows services.
- ✚ *Help → About.* This will open a window that displays information about the application and the license details.

CHAPTER 4 - SYSTEM CONFIGURATION

The system that receives the transmission from DSND01 must be configured properly so that it will accept the transmission. The Remote AE Title, IP Address, and Port are all critical for the transmission to reach the intended destination. The Local AE Title is also very important because many systems use this value to limit or route the incoming data. Always consult the system documentation and the manufacturer's instructions.

CHAPTER 5 - TROUBLESHOOTING

When DSND01 is installed, a new Windows™ service named `DatamedSnd_DSND01` is created. The service continually monitors the License Key and if it is removed the service will log a message to the Event Log and stop processing. Once the key is connected again the service will resume processing. Note that if the License Key is not connected then the service will not start. The `DSND01Config` utility can be used to start, stop, and monitor the service.

If there is a problem, the first place to look is the *Event Viewer*, which can be accessed from **Control Panel** → **Administrative Tools** or from the *Help* menu. Once the viewer is opened, select **Application** from the left side menu and the right side will be filled with the application event log. Double-clicking on any entry in the log will open a window that shows the details for the event. The *Type* column in the log will indicate whether this is an *Information* or *Error* message, and the *Source* column will indicate what service logged the entry. The *Information* messages are normal and for a normal startup there will be two or more from `DatamedSnd_DSND01` depending on the configuration. The *Error* messages describe problems that have occurred. Reviewing the log entries will give insight into what is working and what is a problem. If the License Key could not be contacted, the service will log an Error message describing the condition.

The other reason that the service can fail to access the key is due to a licensing problem. In this case see *Appendix A* for instructions for updating the key.

After the startup message, there should be an event log message that gives the IP address and port that the listener is monitoring and also the directory where files will be written. If a message that should be there is not present, check the configuration settings using `DSND01Config` to confirm that the parameters are correct (see Chapter 3 for details). If the message is missing and there is no error relating to it, make sure the process is enabled. In most cases, however, there will be an error message that describes the problem. Most errors are self-explanatory and can be resolved by correcting the setting or condition that caused them.

Here are some other common issues and answers:

- **Symptom: The License Key cannot be located**
 - The License Key is required for the `DatamedSnd_DSND01` service to run. Whether the License Key is attached to the computer directly, attached to the VM's host computer, or connected by network, it must be accessible and a local driver must be installed. To verify that the key is connected, do one (or both) of the following:
 - Start the Configuration Utility and select *Help* → *About* on the menu. After a moment it should show the license information.
 - Open a browser and connect to this address: <http://localhost:1947>. If the complete driver package is properly installed you should see the Sentinel Admin Control Center. If you do not see this, use the shortcut under *Start* → *All*

Programs → *Datamed* → *DatamedSnd DSND01* → *Install HASP Security Key Drivers* or download and install the latest driver, which can be found at:

<http://sentinelcustomer.safenet-inc.com/sentineldownloads/>

- On the key is a light that should be on if the driver is working.
- If the Security Key still can't be located, please contact DLLC support.
- **Symptom: The system does not receive the record**
 - If the service starts properly but no files are received by the system when DSND01 makes a transmission, then the communication needs to be checked. The most common reason is that the IP address and port setting does not match the destination system. Recheck both settings to ensure they match and use the *Test Connection* button.
 - Another common problem is that there is a firewall interfering with the outgoing transmission. Ensure that the configured port is open.
 - DLLC support personnel may need to gather detailed information using the debugging facility. If directed to collect debugging information, follow the directions to enable debugging in *Chapter 3*. The debug file(s) will be created in the output folder and should be sent to DLLC.
- **Symptom: The file is renamed to .CorruptFile**
 - This means that the file is not a valid DICOM file or has been corrupted in some way. Resend the record if needed.
- **Symptom: The file is renamed to .ZeroLengthFile**
 - This means that the file is completely empty.

DLLC support can be reached by email at support@datamed.com or by phone at either (800) 601-3361 ext 2 (within the US) or +1 901 672 6225 ext 2 (outside the US).

APPENDIX A – UPDATING THE LICENSE KEY

Licensing for Datamed® software applications is controlled using a hardware or software License Key. Hardware License Keys can easily be moved to another computer and the license can't ever be broken, but a USB port is required. In contrast, a software License Key is tied to a specific computer and cannot easily be moved but there is no hardware involved.

Upon delivery of the Datamed® software, a hardware License Key will already be programmed with the appropriate licensing information. Software License Keys must be activated and locked before use. If additional connection licenses are purchased, the key can be updated remotely to activate the new licenses. A single License Key may be used for any number of licenses for Datamed® software applications on a single computer (physical or virtual).

There are four ways to update the License Key:

1. Use the Configurator utility. This is the normal method and is described in detail below.
2. Use DatamedLicenseUtil. This utility displays the license details, just like the About screen in the Configurator. It has functions just like the ones described below.
3. Use DatamedSentinelUtility. This utility is normally only used for sites with software License Keys but it will work with hardware Licenses Keys as well.
4. Use the Admin Control Center. This is a browser interface provided by the HASP driver package. You access this page at <http://localhost:1947/>. This interface has a number of good diagnostic features and when working with DLLC support you will probably be asked to open this page to gather information.

On the License menu in the Configurator utility there are two options: one to create a license update request file, and one to apply the update. The license update request file must be emailed to DLLC so that an update can be created and sent back. The following is a step-by-step procedure:

- Step 1:** Start the DSND01 Configuration Utility and select *License → Create License Update Request File* on the menu. You will be able to select a folder and filename to write the file to. Note that the license key must be present on this computer.
- Step 2:** A file will be created in the location specified with an extension of ".c2v". Email this file to DLLC at support@datamed.com.
- Step 3:** DLLC will generate an update file (with an extension of ".v2c") and email it back. Save this file.
- Step 4:** In the DSND01 Configuration Utility select *License → Load License Update* on the menu. Navigate to the saved update file and press *Open* to load the license.

When the update is complete a success message will be displayed. The update files can be discarded. Stop and restart the service to allow the new license to take effect.

APPENDIX B – REGISTRY SETTINGS

If it is necessary to change the settings for DSND01 after installation, the DSND01Config utility should be used. There is normally no reason to access the registry editor to make the changes. In the event that DLLC support personnel request it, you can open the registry editor by selecting Start → Run and then type "*regedit*" and press *OK*. When the registry editor opens, navigate the folders to HKEY_LOCAL_MACHINE\SYSTEM\CurrentControlSet\Services\DatamedSnd_DSND01.

Most of the settings must not be changed or the operation of DSND01 will be affected. If any setting is changed DatamedSnd_DSND01Start must be restarted.

APPENDIX C – END USER LICENSE AGREEMENT AND LIMITED WARRANTY

The current End User License Agreement and Limited Warranty (EULA) can be found on DLLC's web site (www.datamed.com). The following EULA was current at the time of this printing.

End-User License Agreement for Datamed(R) Software

IMPORTANT—READ CAREFULLY: This End-User License Agreement ("EULA") is a legal agreement between you (either an individual or a single entity) and Datamed LLC ("Datamed") for the Datamed(R) software that accompanies this EULA, which may include associated media and printed and/or electronic documentation ("Product"). An amendment or addendum to this EULA may accompany the Product. **YOU AGREE TO BE BOUND BY THE TERMS OF THIS EULA BY INSTALLING, COPYING, OR USING THE PRODUCT.**

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1.3. Additional Servers. You need a Hardware Security Key or Software Activation Code for each computer that a Product is installed on and used in a productive environment. However, you may install an archive or backup copy of a Product on an additional computer, as long as the Product is not active and used in a productive environment, unless and until you acquire another Hardware Security Key or Software Activation Code or transfer a Hardware Security Key or Software Activation Code in compliance with Section 1.2.

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5. TERMINATION. Without prejudice to any other rights, Datamed may terminate this EULA immediately and without notice if you fail to comply with any term or condition of this Agreement. Upon such termination your license is terminated immediately and you must immediately cease the use of and destroy all complete and partial copies of the Product, including all backup copies. Sections 8, 9, 10, 11, 13, 14 and this Section 5 shall survive any expiration or termination of this Agreement.

6. LIMITED WARRANTY FOR PRODUCT. Datamed warrants that the Product will perform substantially in accordance with the documentation thereof for a period of ninety (90) days from the date of receipt. If support is not provided through the party that distributed the Product to you, extended support and maintenance may be available for purchase from Datamed.

If an implied warranty or condition is created by your state/jurisdiction and federal or state/provincial law prohibits disclaimer of it, you also have an implied warranty or condition, BUT ONLY AS TO DEFECTS DISCOVERED DURING THE PERIOD OF THIS LIMITED WARRANTY (NINETY DAYS). AS TO ANY DEFECTS DISCOVERED AFTER THE NINETY DAY PERIOD, THERE IS NO WARRANTY OR CONDITION OF ANY KIND. Some states/jurisdictions do not allow limitations on how long an implied warranty or condition lasts, so the above limitation may not apply to you.

Any supplements or updates to the Product, including without limitation, any updates provided to you after the expiration of the ninety day Limited Warranty period are not covered by any warranty or condition, express, implied or statutory.

7. YOUR EXCLUSIVE REMEDY. Datamed's entire liability and your exclusive remedy for any breach of this Limited Warranty or for any other breach of this EULA or for any other liability relating to the Product shall be, at Datamed's option from time to time exercised subject to applicable law, (a) return of the amount paid (if any) for the Product, or (b) repair or replacement of the Product that does not meet this Limited Warranty and that is returned to Datamed. You will receive the remedy elected by Datamed without charge, except that you are responsible for any expenses you may incur (e.g. cost of shipping the Product to Datamed). This Limited Warranty is void if failure of the Product has resulted from accident, abuse, misapplication, abnormal use or a virus. Any replacement Product will be warranted for the remainder of the original warranty period or thirty (30) days, whichever is longer, and Datamed will use commercially reasonable efforts to provide your remedy within a commercially reasonable time of your compliance with Datamed's warranty remedy procedures. Datamed may use electronic means to deliver the product. To exercise your remedy, contact: Datamed LLC, 7755 Hunters Run Drive, Germantown, TN, 38138, USA, (800) 601-3361 or +1 901 672 6225.

8. DISCLAIMER OF WARRANTIES. The Limited Warranty above is the only warranty made to you and is provided in lieu of any other warranties or similar obligations (if any) created by any advertising, documentation, packaging, or other communications. No employee, agent, representative or affiliate of Datamed has authority to bind Datamed to any oral representations or warranty concerning the Product. Any written representation or warranty not expressly contained in this EULA will not be enforceable. EXCEPT FOR THE LIMITED WARRANTY, THE PRODUCT, SOFTWARE, RELATED MATERIALS, DOCUMENTATION AND/OR ANY SERVICES RELATED TO THE PRODUCT, ARE PROVIDED "AS-IS, WITH ALL FAULTS," AND TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, DATAMED AND ITS SUBSIDIARIES, AFFILIATES, LICENSORS, DISTRIBUTORS, DEALERS OR SUPPLIERS ("REPRESENTATIVES") DISCLAIM ALL OTHER REPRESENTATIONS AND WARRANTIES, EXPRESS OR IMPLIED, REGARDING THE PRODUCT, SOFTWARE, RELATED MATERIALS, CONTENT AND ANY SERVICES, INCLUDING FITNESS FOR A

PARTICULAR PURPOSE, SECURITY, QUALITY, MERCHANTABILITY, AND THEIR NON-INFRINGEMENT. DATAMED EXPRESSLY DISCLAIMS ANY REPRESENTATIONS OR WARRANTIES THAT YOUR USE OF THE PRODUCT WILL SATISFY ANY STATUTORY OR REGULATORY OBLIGATIONS, OR WILL ASSIST WITH, GUARANTEE OR OTHERWISE ENSURE COMPLIANCE WITH ANY APPLICABLE LAWS OR REGULATIONS, INCLUDING BUT NOT LIMITED TO THE HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT OF 1996 ("HIPAA") OR OTHER FEDERAL OR STATE STATUTES OR REGULATIONS. YOU ARE SOLELY RESPONSIBLE FOR ENSURING THAT YOUR USE OF THE PRODUCT, RELATED SERVICES OR CONTENT IS IN ACCORDANCE WITH APPLICABLE LAW. IT IS YOUR RESPONSIBILITY TO KEEP ABREAST OF CHANGES IN LAWS, REGULATIONS AND HEALTHCARE PRACTICES THAT AFFECT YOU AND YOUR BUSINESS. You shall indemnify and hold Datamed harmless from and against any costs, losses, liabilities and expenses (including reasonable attorneys' fees) arising out of any claims related to your use of the Product or violation of this EULA.

9. EXCLUSION OF INCIDENTAL, CONSEQUENTIAL AND CERTAIN OTHER DAMAGES. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT SHALL DATAMED OR ITS REPRESENTATIVES BE LIABLE FOR ANY SPECIAL, INCIDENTAL, PUNITIVE, EXPECTATION, INDIRECT, OR CONSEQUENTIAL DAMAGES WHATSOEVER (INCLUDING, BUT NOT LIMITED TO, DAMAGES FOR LOSS OF PROFITS OR CONFIDENTIAL OR OTHER INFORMATION, FOR BUSINESS INTERRUPTION, FOR PERSONAL INJURY, FOR LOSS OF PRIVACY, FOR FAILURE TO MEET ANY DUTY INCLUDING OF GOOD FAITH OR OF REASONABLE CARE, FOR NEGLIGENCE, AND FOR ANY OTHER PECUNIARY OR OTHER LOSS WHATSOEVER) ARISING OUT OF OR IN ANY WAY RELATED TO THE USE OF OR INABILITY TO USE THE PRODUCT, THE PROVISION OF OR FAILURE TO PROVIDE SUPPORT OR OTHER SERVICES, INFORMATION, SOFTWARE, AND RELATED CONTENT THROUGH THE PRODUCT OR OTHERWISE ARISING OUT OF THE USE OF THE PRODUCT, OR OTHERWISE UNDER OR IN CONNECTION WITH ANY PROVISION OF THIS EULA, EVEN IN THE EVENT OF THE FAULT, TORT (INCLUDING NEGLIGENCE), MISREPRESENTATION, STRICT LIABILITY, BREACH OF CONTRACT OR BREACH OF WARRANTY OF DATAMED OR ANY REPRESENTATIVE, AND EVEN IF DATAMED OR ANY REPRESENTATIVE HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

10. LIMITATION OF LIABILITY AND REMEDIES. Notwithstanding any damages that you might incur for any reason whatsoever (including, without limitation, all damages referenced herein and all direct or general damages in contract or anything else), the entire liability of Datamed and any of its Representatives under any provision of this EULA and your exclusive remedy hereunder (except for any remedy of repair or replacement elected by Datamed with respect to any breach of the Limited Warranty) shall be limited to the lesser of (i) the actual damages you incur in reasonable reliance on the Product or (ii) the license fees actually paid by you for the Product. The foregoing limitations, exclusions and disclaimers (including Sections 8, 9, 10 and 11) shall apply to the maximum extent permitted by applicable law, even if any remedy fails its essential purpose. The disclaimers and limitations on liability set forth above are fundamental elements of the basis of the agreement between Datamed and you.

11. Export Restrictions. You acknowledge and agree that the Product is subject to restrictions and controls imposed by the Export Administration Act of 1979, as amended, and the Export Administration Regulations thereunder ("the Acts"). You agree and certify that neither the Product nor any direct product thereof is being or will be used for any purpose prohibited by the Acts. You further agree and certify that neither the Datamed Product nor any direct product thereof will be exported to (i) the following countries which are currently subject to U.S. trade embargoes: Cuba, Iran, Libya, North Korea, Sudan and Syria or (ii) persons or entities on the U.S. "Denied Persons List", "Specially Designated Nationals List" and "Entities List".

12. U.S. GOVERNMENT LICENSE RIGHTS. All Product provided to the U.S. Government pursuant to solicitations issued on or after December 1, 1995 is provided with the commercial license rights and restrictions described elsewhere herein. All Product provided to the U.S. Government pursuant to solicitations issued prior to December 1, 1995 is provided with "Restricted Rights" as provided for in FAR, 48 CFR 52.227-14 (JUNE 1987) or DFAR, 48 CFR 252.227-7013 (OCT 1988), as applicable.

13. APPLICABLE LAW. This EULA is governed exclusively by the laws of the State of Tennessee, USA. The state and federal courts located in Shelby County, Tennessee shall have exclusive jurisdiction to adjudicate any dispute arising out of or relating to this Agreement.

14. ENTIRE AGREEMENT; SEVERABILITY. This EULA (including any addendum or amendment to this EULA which is included with the Product) is the entire agreement between you and Datamed relating to the Product and the support services (if any) and they supersede all prior or contemporaneous oral or written communications, proposals and representations with respect to the Product or any other subject matter covered by this EULA. This EULA sets forth the entire liability of Datamed and its representatives and your exclusive remedy with respect to the Product and services and their use. To the extent the terms of any Datamed policies or programs for support services conflict with the terms of this EULA, the terms of this EULA shall control. Any waiver of the terms herein by Datamed must be in a writing signed by an authorized officer of Datamed and expressly referencing the applicable provisions of this EULA. If any provision of this EULA is held to be void, invalid, unenforceable or illegal, it shall be enforced to the extent permissible and all other provisions shall continue in full force and effect. Headings are included for convenience only, and shall not be considered in interpreting this Agreement. This EULA does not limit any rights that Datamed may have under trade secret, copyright, patent or other laws.

The following Datamed GUARANTEE applies to you if you acquired this Product in any country other than the United States:

Statutory rights not affected - The following guarantee is not restricted to any territory and does not affect any statutory rights that you may have from your reseller or from Datamed if you acquired the Product directly from Datamed. If you acquired the Product or any support services in Australia, New Zealand or Malaysia, please see the "Consumer rights" section below.

The Guarantee - The Product is designed and offered as one of Datamed's Datamed(R) products. You accept that no Product is error free and you are strongly advised to back-up your files regularly. Provided that you have a valid license, Datamed guarantees that a) for a period of 90 days from the date of receipt of your license to use the Product or the shortest period permitted by applicable law it will perform substantially in accordance with any written materials that accompany the Product; and b) any support services provided by Datamed shall be substantially as described in applicable written materials provided to you by Datamed and Datamed's support engineers will use reasonable efforts, care and skill to solve any problem issues. Acknowledging that Datamed has limited support resources, all support will be done remotely from Datamed's home location. In the event that the Product fails to comply with this guarantee, Datamed will either (a) repair or replace the Product or (b) return the price you paid. This guarantee is void if failure of the Product results from accident, abuse or misapplication. Any replacement Product will be guaranteed for the remainder of the original guarantee period or 30 days, whichever period is longer. You agree that the above guarantee is your sole guarantee in relation to the Product and any support services.

Exclusion of All Other Terms - To the maximum extent permitted by applicable law and subject to the guarantee above, Datamed disclaims all warranties, conditions and other terms, either express or implied (whether by statute, common law, collaterally or otherwise) including but not limited to implied warranties of satisfactory quality and fitness for particular purpose with respect to the Product and any written materials that accompany the Product. Any implied warranties that cannot be excluded are limited to 90 days or to the shortest period permitted by applicable law, whichever is greater.

Limitation of Liability - To the maximum extent permitted by applicable law and except as provided in the Datamed Guarantee, Datamed and its Representatives shall not be liable for any damages whatsoever (including without limitation, damages for loss of business profits, business interruption, loss of business information or other pecuniary loss) arising out of the use or inability to use the Product, even if Datamed has been advised of the possibility of such damages. In any case Datamed's entire liability under any provision of this EULA shall be limited to the amount actually paid by you for the Product. These limitations do not apply to any liabilities that cannot be excluded or limited by applicable laws.

Consumer Rights - Consumers in Australia, New Zealand or Malaysia may have the benefit of certain rights and remedies by reason of the Trade Practices Act and similar state and territory laws in Australia, the Consumer Guarantees Act in New Zealand and the Consumer Protection Act in Malaysia in respect of which liability cannot lawfully be modified or excluded. If you acquired the Product in New Zealand for the purposes of a business, you confirm that the Consumer Guarantees Act does not apply. If you acquired the Product in Australia and if Datamed breaches a condition or warranty implied under any law which cannot lawfully be modified or excluded by this agreement then, to the extent permitted by law, Datamed's liability is limited, at Datamed's option, to: (i) in the case of the Product: a) repairing or replacing the Product; or b) the cost of such repair or replacement; and (ii) in the case of support services: a) re-supply of the services; or b) the cost of having the services supplied again.

Should you have any questions concerning this EULA, or if you desire to contact Datamed for any reason, please use the address information enclosed in this Product to contact Datamed directly or visit Datamed on the World Wide Web at <http://www.datamed.com>.