



SUBSCRIPTION AGREEMENT TO RÉSEAU ACDQ™

GENERAL REMARKS



- Only one Agreement per dentist and per clinic to be filled out;
- The last page of the Agreement duly completed to be returned by fax at 514 282-0255.

TERMS AND CONDITIONS



These Terms and Conditions describe the terms of service for Réseau ACDQ.

In consideration of the mutual covenants and agreements herein contained and subject to the terms and conditions hereinafter set out, the parties hereto agree as follows:

1. In this agreement:

“ACDQ” means the Association des chirurgiens dentistes du Québec. It also means the trademark owned by ACDQ.

“Agreement” means this Subscription Agreement as amended from time to time.

“Centre Dentaide” means the Société de services dentaires (ACDQ) inc.

“Data Extract” means data extracted from dental claims submitted through Réseau ACDQ, which data shall not identify the claims processor, the subscriber, the plan sponsor or the patient.

“Dentaide” means the submission, adjudication, processing and payment of dental benefit claims services administered by Centre Dentaide.

“Réseau ACDQ” means the trademark owned by ACDQ.

“Réseau ACDQ network” means the electronic data interchange networks endorsed or licensed to provide Réseau ACDQ Services to the Subscriber.

“Réseau ACDQ Services” means the electronic submission of dental claims, including by way of Internet, and such other computerized services which may from time to time be offered to the Subscriber under the designation Réseau ACDQ Services and authorized by ACDQ.

“Service Provider” means any person or entity licensed or authorized to provide Réseau ACDQ Services, including any Réseau ACDQ network.

“Standard” means a document entitled *“Message Formats and Standards for Electronic Dental Claims for Réseau ACDQ”* as now constituted or as the same way from time to time be amended, modified or replaced. It also includes any previous version of it or from which it is derived.

“Subscriber” means the below-mentioned dentist.

2. Upon execution of this Agreement by the Subscriber, the latter shall become a subscriber to Réseau ACDQ. The Subscriber will be provided at no charge with a Réseau ACDQ identification number and authorization as a user of Réseau ACDQ, written instructions on the use of Réseau ACDQ and reasonable telephone support. There will be no charge to a Subscriber by Réseau ACDQ for the transmission of dental claims or predeterminations.

3. The Subscriber represents that he or she is a member of the Ordre des dentistes du Québec and is duly licensed to practice dentistry in Québec. He or she acknowledges that maintenance of such status is a condition of the present Agreement.

The Subscriber represents that he or she is a member of the ACDQ or a participant in Dentaide, and agrees to maintain his membership to one or the other for the duration of this Agreement.

4. The Subscriber agrees that he or she will transmit through Réseau ACDQ all dental claims that are capable of being transmitted electronically and only to Réseau ACDQ Service Providers.
5. Dental claims submitted through Réseau ACDQ and patient authorizations shall be in such form as may be prescribed from time to time. The Subscriber agrees to keep original copies of the patients' authorizations on file for a period of three (3) years and to provide copies thereof to ACDQ or any Réseau ACDQ Service Provider upon request.
6. The Subscriber agrees that the transmission of an electronic dental claim from Subscriber's dental office to a claims processor constitutes a certification that such claim is an accurate statement of services performed and of the total fee payable, errors and omissions excepted.
7. The Subscriber acknowledges that the adjudication, processing, validation and/or payment of any dental claim transmitted through Réseau ACDQ is not the responsibility of the ACDQ. The Subscriber acknowledges that the response to any request by the Subscriber transmitted through Réseau ACDQ is not the responsibility of the ACDQ.
8. Réseau ACDQ Services shall be provided to the Subscriber between the hours of 5:30 a.m. and 1:00 a.m.(EST) seven days a week, excluding statutory holidays. The ACDQ agrees to use their best reasonable efforts to maximize the operational availability of Réseau ACDQ networks.
9. The Subscriber acknowledges that neither the ACDQ, nor the Service Providers are responsible for events beyond their reasonable control. The ACDQ's, and the Service Providers' total liability to the Subscriber for any cause whatsoever related to this Agreement or the ACDQ's, or Service Providers' performance hereunder, regardless of the form of action, whether in contract or in tort (including negligence), shall be limited to recovery of the Subscriber's actual damages. In no event shall the ACDQ or any Service Provider be liable for any damage caused by the Subscriber's failure to perform the Subscriber's responsibilities, for any indirect damages for any loss of the Subscriber's business, profits or savings, or other indirect, special, incidental or consequential damages, howsoever caused, even if the ACDQ or the Service Providers have been advised of the possibility of such damages or loss, or for any claim by the Subscriber based on any third party claim.

Independent of, severable from and to be enforced independently of any other enforceable or unenforceable provision of this Agreement, in no event shall the ACDQ's or the Service Providers's or the software owner's aggregate liability to a subscriber (including liability to any person or persons whose claim or claims are based on or derived from a right or rights claimed by a subscriber), with respect to any and all claims at any and all times arising from or related to the subject matter of this Agreement, in contract, tort or otherwise, exceed the sum of \$10.
10. Data Extract may be maintained in a global database managed by the ACDQ. The Subscriber releases all right, title and interest in and to any such Data Extract.
11. The Subscriber agrees to comply with the rules and procedures for accessing Réseau ACDQ and to indemnify and hold the ACDQ and the Service Providers harmless from and against any third party claim resulting from the Subscriber's misuse of Réseau ACDQ. This indemnification obligation shall survive the termination of this Agreement.
12. All necessary computer hardware, software, telephone lines, cable and all other related equipment to be located in the Subscriber's office shall be provided by the Subscriber in accordance with such specifications as may be prescribed from time to time. The ACDQ will use reasonable efforts to keep entry level costs for such hardware and software to a minimum. The Subscriber shall be responsible for the maintenance and use of all such computer hardware, software, telephone lines, cable and all other related equipment. The Subscriber shall also be responsible for the training of the Subscriber and the Subscriber's operators.
13. The Subscriber may be provided with a certified software to access Réseau ACDQ. Such Réseau consisting of the Common Communications Driver interface and the Standard.

The Subscriber acknowledges that the Standard is a proprietary product of the ACDQ. The Subscriber shall have a non-exclusive, non-transferable license, limited to Québec, to use the Standard solely for the purpose of Réseau ACDQ. The Subscriber : (1) shall not disclose the contents of the Standard; (2) shall not copy, translate, reverse engineer, decompile, disassemble or modify the Standard; (3) shall not sublicense, assign, transfer or otherwise make available the Standard to others; and (4) will take reasonable steps to ensure that all persons having access through the Subscriber to the Standard will observe Subscriber's obligations relating to it.

The ACDQ and the Service Providers expressly disclaim and the Subscriber expressly renounces any and all warranties and representations (express or implied, oral or written), with respect to the Standard and the Common Communications Driver interface, or any part thereof, including any and all implied warranties or conditions of title, non-infringement, merchantability or fitness or suitability for any purpose (whether or not the ACDQ or the Service Providers knows, has reason to know, has been advised, or otherwise in fact aware of any such purpose), whether alleged to arise by law, by reason of custom or usage in the trade, or by course of dealing. In addition, the ACDQ and the Service Providers expressly disclaim any warranty or representation that the Standard and the Common Communications Driver interface, or any part thereof, will meet user's requirements or that they will operate uninterrupted or be error free.

14. This Agreement shall be effective from the date of its receiving by the ACDQ and it shall continue until terminated by the Subscriber or the ACDQ upon thirty (30) days notice to the other party. The Subscriber may not assign or transfer this Agreement, in whole or in part, without the consent of the ACDQ. The ACDQ may assign or transfer this Agreement or any rights or privileges under this Agreement, in whole or in part, without the consent of the Subscriber.
15. The ACDQ shall be entitled to modify this Agreement from time to time by means of notice to the Subscriber. The Subscriber's continued use of Réseau ACDQ forty-five (45) days following delivery or deemed delivery of any such notice of modification shall be deemed to be the Subscriber's concurrence with, and acceptance of, such modification.
16. Any notice by the ACDQ or by the Subscriber may be given by personal delivery, by fax, by mail, or by electronic means of communication to the applicable address or number set forth in this Agreement. Any such notice, if delivered personally, shall be deemed to have been given and received on the date on which it was delivered. Any notice mailed as aforesaid shall be deemed to have been given and received on the fifth day following the date of its mailing, provided that during any period of mail disruption, notice shall be delivered personally or by electronic means of communication. Any notice transmitted by fax or electronic means is deemed to have been given and received on the date of transmission.
17. The Subscriber shall promptly notify the ACDQ of any change in the information set forth in the Subscriber Identification section of this Agreement.
18. This Agreement sets forth the entire agreement between the parties with respect to Réseau ACDQ, and supersedes all previous negotiations, agreements, oral representations and writings with respect to Réseau ACDQ.
In the event that any provision of this Agreement is held to be invalid by a final unappealable decision of a Court of competent jurisdiction, it shall be severed herefrom and shall not affect the enforceability of the remaining provisions unless the Agreement has become unenforceable.
19. This Agreement shall be governed by the law in force in the Province of Québec.
20. Both parties have agreed that the present Agreement be drawn up in English. Les parties ont soumis leur accord afin que le présent contrat soit rédigé dans la langue anglaise.
21. This Agreement may be executed in separate counterparts, each of which so executed and delivered shall constitute an original, but all such counterparts shall together constitute one and the same instrument. Any such counterpart may comprise one or more duplicates or duplicate signature pages any of which may be executed by less than all of the parties provided that each party executes at least one such duplicate or duplicate signature page. The parties stipulate that a photostatic or facsimile copy of an executed original will be admissible in evidence for all purposes in any proceeding as between the parties.

SUBSCRIPTION AGREEMENT TO RÉSEAU ACDQ™

SUBSCRIBER IDENTIFICATION AND ADDITIONAL INFORMATION



Name of dentist: _____ License No. (ODQ): _____
Member of ACDQ: yes no Language of choice: eng fr
Participant in Dentaide: yes no
Specialist: _____

Office: _____ Suite: _____
Address: _____ Postal Code: _____
City: _____
Telephone: (____) _____
Fax: (____) _____
E-mail: _____
Name of the Software Vendor: _____

THE DENTIST AGREES TO ALL TERMS AND CONDITIONS STATED IN THIS AGREEMENT



Dentist's Signature: _____
Print Name: _____ Date: _____

ACDQ AGREES TO ALL TERMS AND CONDITIONS STATED IN THIS AGREEMENT



Signature of the person responsible:  Director of Net+ ACDQ and Réseau ACDQ Services.
Name of the person responsible: Patrick Beauchamp Date: April 16, 2009

ASSOCIATION DES CHIRURGIENS DENTISTES DU QUÉBEC
1425 - 425, de Maisonneuve Blvd. West, Montréal (Québec) H3A 3G5
Telephone: 514 282-1425 or 1 800 361-3794 ext. 351, Fax: 514 282-0255

For the use of ACDQ



Starting date: _____
Unique identification No.: _____
Office No.: _____