

Consent Form Review & Limited Approval Agreement

Effective Date: October 20, 2025

Between: Codesa, LLC ("Codesa") and Carolina Eye Doctors ("Client")

1. Purpose

This Agreement confirms that the Client has submitted its patient consent, treatment, and acknowledgment forms ("Forms") for Codesa's technical review and approval prior to publication and use through the Codesa platform ("Platform").

Codesa's approval confirms only that each Form meets Codesa's formatting, digital-signature, and technical display standards for use within the Platform. Approval does not constitute legal, regulatory, or clinical validation of the content, and Client remains solely responsible for all clinical and compliance obligations.

2. Scope

This Agreement covers every current and future Form the Client submits for Codesa's technical approval, including (but not limited to) treatment consents, acknowledgments, patient intake and evaluation tools, and any procedural instructions.

Any Form that completes Codesa's review is treated as an "Approved Form," regardless of when it was created or what it is called.

3. Codesa's Review Role

Codesa agrees to perform a limited review of each submitted Form to confirm that:

1. The Form is technically compatible with the Codesa system (fields, e-signatures, formatting, responsiveness, data capture).
2. The Form complies with Codesa's internal content standards for clarity, structure, and functionality (e.g., signature blocks, patient acknowledgments).

Codesa does not review Forms for:

- Legal sufficiency, completeness, or enforceability
- Regulatory compliance under HIPAA, FDA, or state law
- Medical accuracy or clinical appropriateness

Approval by Codesa signifies technical readiness only.

4. Client Responsibilities

Client acknowledges and agrees that:

- Client retains full and exclusive responsibility for the content, accuracy, legality, and clinical appropriateness of all Approved Forms.
 - Client has independently reviewed all language with its legal counsel and clinical leadership.
 - Client assumes all risk and liability for use of any Approved Form with patients.
 - Client agrees to notify Codesa immediately if any Form content changes after Codesa approval.
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5. Disclaimers

a. No Legal or Medical Advice

Codesa does not provide legal advice, medical advice, or compliance assurance. Approval or publication of any Form does not imply Codesa has reviewed or verified the content for legal or clinical accuracy.

b. Limited Nature of Approval

Codesa's approval of any Form represents only that the Form meets Codesa's internal technical and formatting standards and may be used in its Platform.

c. Change Notice Disclaimer

Codesa may update, add, or remove templates, features, or approval criteria at any time. Client remains responsible for reviewing and re-approving any Forms following such updates.

d. HIPAA & Data Acknowledgment

This Agreement does not alter the terms of any Business Associate Agreement (BAA) between the parties. Absent a BAA, Client agrees not to transmit PHI through the Platform. Client remains responsible for obtaining all required patient authorizations and ensuring HIPAA compliance.

6. Limitation of Liability and Indemnification

To the fullest extent permitted by law:

- Codesa shall not be liable for any claims, damages, losses, or liabilities arising from the use or content of any

Approved Form, including patient disputes, regulatory actions, or malpractice claims.

- Codesa's total liability under this Agreement shall not exceed the total subscription fees paid by the Client in the twelve (12) months preceding the claim.
 - Client will indemnify, defend, and hold harmless Codesa, its affiliates, officers, and employees against all claims arising from the Client's use of any Approved Form.
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7. Governing Law and Dispute Resolution

This Agreement shall be governed by and construed in accordance with the laws of North Carolina, and any dispute shall be resolved exclusively by binding arbitration in Wake County, NC, under the AAA Commercial Arbitration Rules.

8. Survival and Severability

Sections 3 through 6 of this Agreement shall survive termination or expiration of the Client's Codesa subscription. If any provision is held invalid or unenforceable, the remaining provisions will remain in full force and effect.

9. Entire Agreement and Continuation

This Agreement supplements the Codesa Terms of Service. In case of conflict, the Terms of Service control. This Agreement remains in effect for as long as the Client continues to submit or use Approved Forms on the Codesa Platform.

10. Electronic Acceptance

By digitally signing below, the Client acknowledges and agrees that:

- They have reviewed and approved all submitted Forms independently.
 - They understand Codesa's approval covers technical readiness only.
 - Their electronic signature constitutes their legal and binding acceptance of this Agreement.
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Acceptance Details

Practice: Carolina Eye Doctors

Consent: Treatment Evaluation (ID 4)

Effective Date: October 20, 2025

Authorized Signature: Chantel

Email: support@carolinaeyedocs.com

Signed At: 2025-10-20 17:33:55

IP Address: 67.176.44.93