"PowerSoftMD" Data Tec (DTI) eScripts Service Agreement

PowerSoftMD eScripts "Data Tec, Inc. software allows licensed users to ePrescribe by using NewCrop which is Surescripts® certified for *Prescription* Benefit, Prescription History and Prescription Routing services."

Practice Name: _____

Doctors Name: _____

Address: _____

_____ ____ _____

Phone: _____ Fax: _____

eScripts Service

Doctor is licensing ___ prescribers at $55/Month for Monthly total of .... _____

eScripts Service with EPCS

Doctor is licensing ___ prescribers at $75/Month for Monthly total of .... _____

The amount is payable, in advance, 12 months at a time.

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Total for 12 months: $ _____

Note: A separate fee for each (currently $155/year) paid to NewCropRx is required for Electronic Prescriptions of Controlled Substances (**EPCS**).

Any distribution of Data Tec software and/or associated material to any other computer system, company, or person(s) is prohibited.

SERVICE

Data Tec will provide initial software setup and initial online training. If the doctors' office stops paying for the service, their access to the eScripts interface will stop functioning.

PAYMENT – is due before the doctor's office is activated.

GUARANTEE

Data Tec software and/or service is not guaranteed.

_____ _____ _____ _____

Doctors Signature Date   Data Tec, Inc.   Date

PO Box 31576

Des Peres, MO 63131

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YOU SHOULD CAREFULLY READ AND UNDERSTAND THE FOLLOWING CONDITIONS AND TERMS OF THIS LICENSE BEFORE USING *PowerSoftMD*(tm). SIGNING THE SALES AGREEMENT INDICATES YOUR ACCEPTANCE OF THIS LICENSE.

TERMS and CONDITIONS

1. LICENSE - DTI hereby grants YOU a nonexclusive right and license to use *PowerSoftMD* Data Tec eScripts interface to NewCrop for *Prescription* Benefit, Prescription History and Prescription Routing services

2. TERM - This license is effective until terminated. You may terminate this License at any time by Notifying DTI in writing and ceasing your usage of the PowerSoftMD Data Tec eScripts interface to NewCrop. And destroying all associated documentation. It will also terminate upon your failure to comply with any term or condition of this agreement. Data Tec also retains the right to terminate this license with 90 days written notice.

3. WARRANTY – *PowerSoftMD* Data Tec eScripts interface to NewCrop prescriptions is sold "AS IS" without any warranty of any kind, either expressed or implied. This includes, but is not limited to, the performance and accuracy of the program(s), and your decision to purchase the Data Tec Service.

4. LOSS and DAMAGE – Data Tec, NewCrop, and/or their associates, SHALL NOT BE LIABLE TO YOU OR ANY OTHER PERSON OR ENTITY WITH RESPECT TO ANY LIABILITY, LOSS OR DAMAGE CAUSED OR ALLEGED TO BE CAUSED, DIRECTLY OR INDIRECTLY, BY THE COMPUTER PROGRAM, ITS USE OR OPERATIONS, INCLUDING, WITHOUT LIMITATION, CONSEQUENTIAL DAMAGES.

5. TITLE - Title to computer software or documentation shall at all times remain with DTI, and YOU shall refrain from interfering therewith in any manner whatsoever. YOU shall do all things reasonably requested by DTI in defense of its title.

6. ENHANCEMENTS - Any and all software changes become the property of DTI, including modifications made at additional expense.

7. DATA BACK UP – Data Tec is not responsible for the back up or recovery of data or software, in any manner at any time.

8. LIMITATION OF REMEDIES - DTI's ENTIRE LIABILITY AND YOUR EXCLUSIVE REMEDY SHALL BE A REFUND OF YOUR MONEY PAID TO DTI FOR THE LAST MONTHS SERVICE USAGE FEES. IN NO EVENT WILL DTI BE LIABLE TO YOU FOR ANY DAMAGES, INCLUDING ANY LOST PROFITS, LOST SAVINGS OR OTHER INCIDENTAL OR CONSEQUENTIAL DAMAGES ARISING OUT OF THE USE OR ABILITY TO USE SUCH PROGRAM EVEN IF DTI OR AN AUTHORIZED DTI DEALER HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, OR FOR ANY CLAIM BY ANY OTHER PARTY.

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_____ _____  _____ _____
Doctors Signature  Date          Data Tec, Inc.        Date
                                 PO Box 31576
                                 Des Peres, MO 63131
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