



Letter of Service Agreement between Patient Tools, Inc. (PTI)
and _____ (Client)

Unlimited access, processing & storage. Includes tech support (phone/email)	___ Access Point(s) (\$58/month/per tablet) *	The first month is at no charge.
Equipment (includes Survey Tablet and Docking Station base)	___ Rent (\$74/month) * ___ Lease-to-own 12 payments (\$143/month) * ___ Buy (\$1320)*	
QPD Panel – License (Licensed through Digital Diagnostics)	___ Monthly Fee (\$99/unlimited use/per tablet)*	

*Quantity pricing available

In recognition of the fact that Client has licensed eSmartBase™ software through Patient Tools, Inc. (PTI) and upon receipt of described access fees, PTI agrees to provide client with website hosting and electronic processing of the assessment/survey data delivered by the POV2000 and eSmartBase system. This hosting service includes a secure access system and an account management system through which the client can view, reprint and manage their data.

The hosting and service access is included in the monthly rental fee for each survey unit in use by client. Agreement continues in force until cancelled, with or without cause, by either party in writing, at which point all equipment must be returned within 7 business days.

Use and Limitations. The assessments provided by PTI are intended for use only by properly trained healthcare professionals. The practice shall not substitute assessment results for their own professional judgment. A lack of information or indications from the assessments should not be construed as an indication or proof that any condition is not present. Further or additional tests, information and investigation may be necessary or advisable to confirm or disaffirm any preliminary information produced by the assessments.

Use of Data. All data maintained by PTI is de-identified and remains the exclusive property of the client in support of their business. Use for any other purposes (research, etc) must be pre-approved in writing in a separate agreement.

Referring Practice: _____

Payment. Is a Purchase Order Required for Billing? No___ Yes___ Purchase Order Number: _____

We prefer to be billed: MONTHLY_____ QUARTERLY payment in advance_____

Submit Invoices To:	Company/Practice: _____ Attn: _____
	Address: _____
	City _____ State _____ Zip _____
	Phone (_____) _____ E-mail _____

Ship To If Different:	Company/Practice: _____ Attn: _____
	Address: _____
	City _____ State _____ Zip _____
	Phone (_____) _____

Accepted. The person signing this Agreement, if not an Officer for the Client acknowledges they have the approval to sign on the Client's behalf and the Client agrees this Letter of Agreement is binding.

Client signature

Patient Tools, Inc. signature

(print name)

(print name)

Title

Date

Title

Date

Submit this COMPLETED form to sales@PatientTools.com or by fax to 800-745-9189



Installation Checklist

Client: _____

Today's Date: _____

of PADs to be installed: _____

Installation Checklist

- Is the PC's operating system Windows® 98, ME, 2000, or XP? Yes No
- Is the PC's operating system Windows® Vista? Yes No
- Does the PC have access with **Internet Explorer 5.0 or greater**? Yes No
- Is the PC attached to a printer (direct or networked)? Yes No
- Is a serial port available ? (If no, a USB will be installed) Yes No
- Is the computer a desktop or laptop? Desktop Laptop

If the answer to any of the above Target PC questions is No, upgrades will be required in order for the PC to work as a PAD station.

IT Support Person's Name _____

Phone _____

Submit this COMPLETED form to sales@PatientTools.com or by fax to 800-745-9189

END USER LICENSE AGREEMENT

OWNERSHIP OF SOFTWARE

Licensee agrees that Digital Diagnostics, Inc. owns all proprietary rights to the QPD Panel assessment instrument and related documentation (“SOFTWARE”), including but not limited to patent, copyright, trade secret, trademark and any other intellectual property rights. Granting of this license does not constitute the sale of the SOFTWARE or any copy thereof. This License covers only the SOFTWARE, exclusive of any hardware upon which it may reside.

RESTRICTIONS ON USE

Licensee agrees that it shall not: (a) modify, translate, reverse engineer, decompile, disassemble, or create derivative works based upon the SOFTWARE, or otherwise reduce the SOFTWARE or any portion thereof to a human or machine readable form, or permit anyone else to do so; (b) copy the SOFTWARE; (c) sub-license, resell, rent, lease, transfer, or otherwise assign rights to use the SOFTWARE. Licensee shall have the full responsibility to ensure that its employees, agents, representatives and contractors comply with the terms of this Agreement. The License shall be terminated automatically if Licensee fails to comply with the limitations described in this License Agreement. No notice shall be required from the Digital Diagnostics, Inc. to effectuate such termination.

DISCLAIMER

The results of the SOFTWARE are not and should not be considered to be a diagnosis. Rather, such results are only one factor to be evaluated by a trained healthcare professional, in his or her expert judgment, in making a decision about a diagnosis or deciding on a course of treatment of any individual. Results from the SOFTWARE should not be construed as indication or evidence that any condition is present or not present. Further testing or investigation may be advisable or necessary to confirm or refute any preliminary results produced by the SOFTWARE.

USE OF DATA

Digital Diagnostics may from time to time include items or questions in the SOFTWARE which are being evaluated for use in future revisions of the SOFTWARE or for development of new assessment instruments. Digital Diagnostics shall be entitled to conduct statistical analysis for research and development purposes of generalized data, without any personally-identifiable information included, collected using the SOFTWARE. Digital Diagnostics does not maintain any data that could identify individual patients.

LIMITED WARRANTY

The SOFTWARE is licensed on an “as is” basis with no warranty for defects or viruses; however, it shall perform substantially in accordance with its intended function under normal use and service. This Limited Warranty is void if failure of the SOFTWARE is due to accident, abuse, abnormal use, or misapplication. This Limited Warranty is made only to first licensed end users, and it shall not be extended to any third parties under any circumstances. Licensee’s sole exclusive remedy under this Limited Warranty shall be replacement of the SOFTWARE.

LIABILITY

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Accepted and agreed to:

Licensee: _____ Date: _____
(name of entity)

by: _____ Signature: _____
(name and title)