

# Digital Physician EHR Service Order Form

Order Date: September 1, 2011

This Agreement is between the following Client ("Client"),

Company: Company name

Address: address 1

address 2

and Digital Physician LLC, a California Limited Liability Company having its principal place of business at 1021 N. Doheny Drive #2, W. Hollywood, CA 90069 ("Digital Physician"). The Agreement consists of this Order Form and the accompanying End User License Agreement ("EULA"). Client agrees to purchase and Digital Physician agrees to deliver the Hosted Program Subscriptions and Services as specified below. Subscriptions and Services will be separately invoiced in accordance with the terms and conditions set forth in each Section below.

**Subscription Rights Granted.** In consideration of the monthly subscription fees set forth in this Order Form, Digital Physician grants to Client a nonexclusive, nontransferable right ("Subscription") for the number of Providers set forth below and for non-Provider employees, contractors, and/or agents to use the Hosted Programs. The Subscription granted herein shall be for an initial term of one (1) year commencing as of the first day of the month following Activation Date, following which the Agreement shall renew for additional one-year terms at then-current rates unless either party gives thirty (30) days advance written notice prior to the end of the then-current term of its intention to terminate the Agreement, or until otherwise terminated as provided in the EULA. EXCEPT AS PROVIDED IN THE EULA, Digital Physician MAKES NO WARRANTY OF ANY KIND WITH REGARD TO THE HOSTED PROGRAMS OR SERVICES, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. NEITHER PARTY WILL BE LIABLE FOR ANY LOSS, INCLUDING LOSS OR INACCURACY OF DATA, LOST PROFITS OR REVENUE OR ANY OTHER INDIRECT, SPECIAL, INCIDENTAL, OR CONSEQUENTIAL DAMAGES, WHETHER OR NOT FORESEEABLE.

**Digital Physician EHR Monthly Fees.**

Monthly Rate: 1 @ \$350.00

Total: \$350.00

**Non-Category 1 Telephone Support per case (see Support Policy) Fees.**

Hourly Rate: \$0.00

Total: \$ As Incurred

**Client Subscription Information.**

List all Providers who will be subscribed to Digital Physician. Non-provider staffs do not need to be listed, as they are included with the provider subscriptions.

1. Provider 1
2. Provider 2

**Acceptance of Order Form and End User License Agreement (EULA).**

I have read and agree to be bound by all provisions of this Agreement including the terms and conditions in this Order Form and in the End User License Agreement incorporated herein by this reference. This Agreement shall be effective as of the signature date set forth below ("Effective Date") when signed by an authorized representative of both parties.

\_\_\_\_\_  
Authorized Client Signature

\_\_\_\_\_  
Authorized Digital Physician Signature

\_\_\_\_\_  
Title

\_\_\_\_\_  
Title

\_\_\_\_\_  
Signature Date

\_\_\_\_\_  
Signature Date