



Support & Other Services

Program: Autumn8

Name:
Clinic Name:
Email:
Phone Number:
Shipping Address:

Please select your renewal option below:

Please select your service/product/upgrade below:

- | | | | |
|--|---------|---|-------|
| <input type="checkbox"/> Autumn8 Support (1 year in 12 payments) | \$75/mo | <input type="checkbox"/> CheckIn License Upgrade | \$500 |
| <input type="checkbox"/> Autumn8 Support (1 year) | \$900 | <input type="checkbox"/> Additional A8Anywhere User | \$100 |
| <input type="checkbox"/> Autumn8 Support (6 months) | \$600 | <input type="checkbox"/> CareCards (pack of 100, shipped) | \$100 |
| <input type="checkbox"/> Autumn8 Phone Training (90 Minutes) | \$200 | <input type="checkbox"/> Card Swiper (shipped) | \$75 |
| <input type="checkbox"/> ASB - Autumn8 Secure Backup (1 year) | \$350 | <input type="checkbox"/> Version 5 Upgrade | \$750 |
| <input type="checkbox"/> Wellness Zone 101 patient portal (1 year) | \$300 | <input type="checkbox"/> Data Conversion | \$500 |
| | | <input type="checkbox"/> Multi-User License Upgrade | \$500 |

All Autumn8 Support plans include regular software updates as well as unlimited phone, email and live chat product support. All support plans, ASB service, and WellnessZone service will renew automatically unless canceled at least 30 days prior to their date of expiration. Sales tax will be charged where applicable on products or services.

Credit Card		Electronic Debit
Card Type:		Bank Account Type:
Name on Account:		Bank ABA/Routing Number:
Card Number:		Bank Account Number:
Expiration Date:	Security Code:	Name on Account:
Billing Address:		
Billing Zip Code:		

Signature: _____ **Date:** _____

*****Once completed please fax this form to 850-254-7047*****

By submitting this form, you agree to the Autumn8 Maintenance and Support Terms and Conditions. Please review the terms and conditions by visiting tgisoftware.com/support/terms

OPTIONAL AGREEMENT FOR SUPPORT and MAINTENANCE OF AUTUMN8 PRACTICE MANAGEMENT SOFTWARE SYSTEM

All software users have access to this Optional Agreement for Support. This Optional Agreement for Support is by and between Integrated Practice Solutions, Inc. d.b.a. ChiroTouch (“ChiroTouch”) and the Customer who elects this agreement. This Optional Agreement for Support and its conditions is in no way affiliated with the Master Software License Agreement for the use of the Autumn8 Practice Management Software System (“Software”).

Support shall include (i) diagnosis of problems or performance deficiencies of the Software and (ii) a resolution of the problem or performance deficiencies of the Software.

Support hours are 8:00 am through 5:00 pm central standard time, excluding holidays and weekends. These hours are subject to change with accompanying notification.

Maintenance

During the term of this support agreement, ChiroTouch will provide the Customer with copyrighted patches, updates, and releases of the Software along with other generally available technical material as they may become available. All patches, updates, and releases shall be subject to the license agreement related to the Autumn8 Master Software License Agreement. Patches, updates, and releases are included as part of being on a support plan.

Renewal

This Maintenance & Support agreement will automatically renew for the selected subscription option unless auto-renewal is canceled at least 30 days prior to the expiration of the term. Notification of cancelation must be sent in writing to renewals@tgisoftware.com.

Warranty

ChiroTouch will undertake all reasonable efforts to provide technical assistance under this agreement and to rectify or provide solutions to problems where the Software does not function as described in Software documentation, but ChiroTouch does not guarantee that the problems will be solved or that any item will be error-free. This agreement is only applicable to Software running under the certified environments specified in the release notes for that product. ChiroTouch will provide the Customer with substantially the same level of service throughout the term of this agreement. ChiroTouch may from time to time, however, stop supporting Software products or versions one year after discontinuance, or otherwise discontinue any support service. THE FOLLOWING WARRANTY IS IN LIEU OF ALL OTHER WARRANTIES, CONDITIONS OR PROMISES TO CUSTOMER OR ANY THIRD PARTY, EXPRESS OR IMPLIED, INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, OR ARISING BY STATUE, LAW, COURSE OF DEALING, CUSTOM AND PRACTICE OR TRADE USAGE. EXCEPT AS PROVIDED ABOVE, THE SERVICES AND MAINTENANCE ARE PROVIDED "AS IS". ChiroTouch is not liable for incidental, special or consequential damages for any reason (including loss of data or other business or property damage), even if foreseeable or if Customer has advised of such a claim. ChiroTouch's liability shall not exceed the fees that Customer has paid under this agreement. Customer agrees that the pricing for the services would be substantially higher but for these limitations.

Terms and Conditions- Subject to the terms and conditions hereof:

- a. Support is provided as a subscription for various terms as selected by the Customer on the order form.
- b. This agreement shall start on the later of the first (1st) day of software install or support renewal day.
- c. This agreement shall run for a period from the start day of support subscription from **paragraph b.** above to the end of the term as selected by the Customer on the order form.
- d. This agreement may be terminated for non-payment or material breach. Fees paid or due are non-refundable unless ChiroTouch has materially breached this agreement and has failed to cure the breach after 30 days written notice.
- e. At the end of the any service term, prices and terms are subject to change without notice.
- f. Unless stated otherwise, amounts on all quotes and Order Forms are net amounts to be received by ChiroTouch. Customer shall be responsible for all sales, use, value-added, or other tax, fees, duties or charge imposed by any governmental entity upon the sale, use or receipt of the Software and/or Services (other than taxes based on ChiroTouch's income). As required or beneficial, ChiroTouch may collect such taxes for submission to the appropriate authorities. Customer may present ChiroTouch with valid tax exemption documentation, if applicable, at any time. ChiroTouch will not provide Customer with any credits for any taxes invoiced and paid prior to the submission of the valid tax exemption documents. Licensee shall indemnify ChiroTouch against any fees, penalties, or costs incurred as the result of Customer's failure to pay any amounts owed hereunder.

General

- a. Any billing disputes must be reported to ChiroTouch writing within (60) days of the date of invoice.
- b. Each party acknowledges that it has read this Agreement; they understand the agreement and agree to be bound by its terms. Further, both parties agree that this is the complete and exclusive statement of the Agreement between the parties, which supersedes and merges all prior proposals, understandings and all other agreements, oral and written, between the parties relating to this Agreement. This Agreement may not be modified or altered except by written instrument duly executed by both parties. The ChiroTouch Practice Management Software System and the use thereof are subject to the license agreement related to the ChiroTouch Practice Management Software System.
- c. Times by which ChiroTouch will perform under this agreement shall be postponed automatically to the extent that we are prevented from meeting them by causes beyond reasonable control.
- d. This agreement and performance hereunder shall be governed by the laws of the State of California. Venue shall be in San Diego County, California.
- e. No action, regardless of form, arising out of this Agreement may be brought by Customer more than two (2) years after the cause of action has arisen.
- f. If any provision of this Agreement is invalid under any applicable statute or rule of law, it is to that extent, deemed to be omitted.
- g. Customer may not assign or sub-license without prior written notice to ChiroTouch, Customer's rights, duties or obligations under this Agreement to any person or entity, in whole or in part. A sale of substantially all of Licensee's assets to a third party shall not constitute an assignment under this license.
- h. The prevailing party in any action related to this agreement shall have the right to recover its reasonable expenses including attorney's fees.

TERMS & CONDITIONS

A: SERVICES & LICENSE

Subject to the terms and conditions of this Agreement, Integrated Practice Solutions, Inc. d.b.a. ChiroTouch (“ChiroTouch”) hereby grants to Client the right to use the ChiroTouch services (the “Services”).

B: CHANGES

The Services and this Agreement may change from time to time. ChiroTouch reserve the right and sole discretion and without prior notice or liability, to alter the Services or any feature of the Services including, without limitation, (a) restricting the time of availability, (b) restricting the procedures for or amount of access or use permitted, (c) restricting or terminating Client's right to access and use the Service. Any change is effective immediately upon notice by phone call, electronic mail, or conventional mail. By continuing to use the Service, Client accepts any such changes. If any such changes (i) have a material adverse effect on the functionality of the Service, and (ii) are not acceptable to Client, Client may terminate this Agreement upon 15 days written notice without liability for any Termination Fee.

C: TERM

These services are provided on an annual basis. The term will begin on the initial date of completed registration and will end one year from the date of completed registration. ChiroTouch may terminate this contract at any time. If the Client terminates these services at least 30 days before the expiration of the current term, the services will cease one year from the date of the completed registration. No refund for unused time will be given.

D: FEES

Client shall pay a yearly fee to ChiroTouch immediately upon execution of this Agreement. ChiroTouch shall debit Client's credit card account, provided by Client to ChiroTouch. Unless stated otherwise, amounts on all quotes and Order Forms are net amounts to be received by ChiroTouch. Customer shall be responsible for all sales, use, value-added, or other tax, fees, duties or charge imposed by any governmental entity upon the sale, use or receipt of the Software and/or Services (other than taxes based on ChiroTouch's income). As required or beneficial, ChiroTouch may collect such taxes for submission to the appropriate authorities. Customer may present ChiroTouch with valid tax exemption documentation, if applicable, at any time. ChiroTouch will not provide Customer with any credits for any taxes invoiced and paid prior to the submission of the valid tax exemption documents. Licensee shall indemnify ChiroTouch against any fees, penalties, or costs incurred as the result of Customer's failure to pay any amounts owed hereunder.

E: COLLECTION

In the event that it is necessary for ChiroTouch to institute any collection action to collect the any fees owed by Client to ChiroTouch, Client shall be liable for any and all costs associated with such collection activities, including but not limited to, legal costs, attorney's fees, court costs and collection agency fees incurred by ChiroTouch.

F: PROPRIETARY RIGHTS

Client acknowledges that ChiroTouch owns all intellectual property rights in the Service, including all software components and any associated documentation. The parties agree that, except as stated herein, this Agreement does not grant to Client any rights to patents, copyrights, trade secrets, trade names, trademarks (whether registered or unregistered), or any other rights or licenses in respect of the foregoing items of software and documentation.

G: LIMITATION OF LIABILITY

ChiroTouch is providing the services on an "as is" basis and makes no warranties, representations, express or implied, in fact or in law, including without limitation, any warranty as to merchantability or fitness for a particular use. Client acknowledges that the services are internet based, that interruptions and disruptions in the these services are common

occurrences and that ChiroTouch shall not be liable in any way for any disruption, delay, or lack of service, regardless of the cause or the duration of such interruption or disruption. In no event will ChiroTouch be liable to Client for any indirect, special or consequential damages, including without limitation lost profits, lost data, or other losses resulting from the performance of this agreement. Client's exclusive remedy for any breach of this Agreement is to terminate this Agreement.

H: IDEMNIFICATION

Client shall defend, indemnify and hold harmless ChiroTouch, its members, managers, officers, agents, employees, successors and assigns from and against any and all claims, damages, losses, expenses, attorney's fees, costs, liabilities and causes of action brought against ChiroTouch arising out of Client's conduct of its business, use of the Service, or the breach of any provision of this Agreement.

I: RESTRICTIONS

Under no circumstances will ChiroTouch be liable for data entered into the Services by the Customer. Customer is advised to exercise sound judgment and knowledge to ensure that the system is used in a manner consistent with its purpose and desired outcome. ChiroTouch does not make any independent representations or warranties with products provided by third parties. Any third party warranties are the exclusive remedies of the Customer with respect to such products. Each party agrees to keep confidential all the other party's Confidential Information (whether written or oral) which it has obtained or received as a result of the discussions leading up to or the entering into, or obtains or receives in performance or during the term of, the Agreement; not to disclose the other party's Confidential Information in whole or in part to any third party without the disclosing party's written consent, save to those of its employees, agents and contractors involved in the implementation of this Agreement and who have a need to know the same and are bound to keep.

J: FORCE MAJEURE

Neither party shall be liable hereunder by reason of any failure or delay in the performance of its obligations hereunder (except for the payment of money) on account of strikes, shortages, riots, insurrections, terrorism, fires, floods, earthquakes, storms, explosions, acts of God, wars, governmental actions, material shortages, or any other cause beyond the reasonable control of such party.

K: GOVERNING LAW

This Agreement and all matters arising out of or relating to this Agreement shall be governed by the laws of the State of California, excluding its conflict of law provisions.

L: SEVERABILITY

In the event any provision of this Agreement is held to be invalid or unenforceable, the remaining provisions of this Agreement will remain in full force.

M: WAIVER

The waiver by either party of any default or breach of this Agreement shall not constitute a waiver of any other or subsequent default or breach. Except for actions for nonpayment or breach of ChiroTouch's proprietary rights in the Service, no action, regardless of form, arising out of this Agreement may be brought by either party more than one year after the cause of action has accrued.

N: RELATIONSHIP BETWEEN THE PARTIES

ChiroTouch is an independent contractor; nothing in this Agreement shall be construed to create a partnership, joint venture or agency relationship between the parties.

O: SUCCESSORS

Client may not assign this agreement without written consent of ChiroTouch.

P: PRODUCT REFERENCE

Client agrees, upon request and with reasonable notice from ChiroTouch to act in the capacity of a reference, discussing ChiroTouch products utilized and services received by Client, with potential ChiroTouch Clients.

Q: ENTIRE AGREEMENT

This Agreement constitutes the complete agreement between the parties and supersedes all prior or contemporaneous agreements or representations, written or oral, concerning the subject matter of this Agreement. This Agreement may not be modified or amended except in a writing signed by a duly authorized representative of each party, no other act, document, usage or custom shall be deemed to amend or modify this Agreement. This Agreement may be executed in two or more counterparts, each of which shall be considered an original, but all of which together shall constitute one and the same instrument.

R: TERMINATION

Users may terminate this Agreement at any time, but at least 30 days before the expiration of the current term, by calling ChiroTouch Customer Support and providing written notice of your intent to terminate your account. You are responsible for terminating your account and this agreement. ChiroTouch is not responsible for your failure to properly terminate your account, your License Agreement, any credit card charges and fees incurred as a result of this failure. ChiroTouch may terminate this Agreement, disable your account, or assign you to inactive status, with or without cause, and with or without notice. ChiroTouch shall have no liability to you or any third party because of such termination or action.

Immediately upon termination, all ChiroTouch Services will be disabled. All sections of this Agreement that by their nature should survive termination will survive termination, including, without limitation, ownership, warranty disclaimers and limitations of liability.

S: REFUND POLICY

Users may request a refund at any time by calling ChiroTouch Customer Support and indicating the reasons a refund is warranted. Upon approval by ChiroTouch, a refund may be issued to the original payment source for the partial to full amount originally charged.