



SOFTWARE LICENSE AGREEMENT

THIS AGREEMENT is entered into as of __/__/____ ("Effective Date") by and between **HOUSE CALLS OF ARIZONA, LLC DBA MY MOBILE PRACTICE MANAGER**, ("**LICENSOR**") and _____ ("**LICENSEE**").

Company Address _____ City _____ State _____ ZIP _____
Company Phone _____
Company Fax _____
Company Website Address _____

Beginning Term Date _____

Term Length Monthly Yearly

Modules (check): Scheduler Collaborator Collaborator and Home Health

Optional Time Card Marketing

Licensing Fee _____ per Month Year

Set Up Fee _____

WHEREAS, Licensee wishes to license software the CareLink software. NOW THEREFORE, the parties hereto agree as follows:

1. GRANT OF LICENSE

Subject to the terms and conditions of the Agreement, HOUSE CALLS OF ARIZONA, LLC DBA MY MOBILE PRACTICE MANAGER grants to Licensee a non-exclusive, non-transferable license to use the CareLink software (the "Licensed Programs") for the purpose of managing a mobile medical practice. Licensee may not, however, transfer or sublicense the Licensed Programs to any third party, in whole or in part, in any form, whether modified or unmodified.

2. CONSIDERATION TO HOUSE CALLS OF ARIZONA, LLC DBA MY MOBILE PRACTICE MANAGER

a. Licensee shall pay, upon delivery of the Licensed Programs, the license fees set forth in this agreement. License fees do not include any shipping, duties, bank fees, sales, use, excise or similar taxes due.

3. OWNERSHIP

The original and any copies of the Licensed Programs, made by Licensee, including translations, compilations, partial copies, modifications, and updates, are the property of HOUSE CALLS OF ARIZONA, LLC DBA MY MOBILE PRACTICE MANAGER

4. PROPRIETARY RIGHTS

Licensee recognizes that HOUSE CALLS OF ARIZONA, LLC DBA MY MOBILE PRACTICE MANAGER regards the Licensed Programs as its proprietary information and as confidential trade secrets of great value. Licensee agrees not to provide or to otherwise make available in any form the Licensed Programs, or any portion thereof, to any person other than employees of Licensee without the prior written consent of HOUSE CALLS OF ARIZONA, LLC DBA MY MOBILE PRACTICE MANAGER. Licensee further agrees to treat the Licensed Programs with at least the same degree of care with which Licensee treats its own confidential information and in no event with less care than is reasonably required to protect the confidentiality of the Licensed Programs.

5. TERMINATION

HOUSE CALLS OF ARIZONA, LLC DBA MY MOBILE PRACTICE MANAGER may terminate this Agreement if Licensee is in default of any of the terms and conditions of this Agreement and fails to correct such default within ten (10) days after written notice thereof from HOUSE CALLS OF ARIZONA, LLC DBA MY MOBILE PRACTICE MANAGER. In the event of termination, Licensee will immediately discontinue use of the Licensed Programs. Within one (1) month after termination of this Agreement, Licensee will furnish to HOUSE CALLS OF ARIZONA, LLC DBA MY MOBILE PRACTICE MANAGER a request of either data destruction or data transfer. At that point HOUSE CALLS OF ARIZONA, LLC DBA MY MOBILE PRACTICE MANAGER will either destroy all data relating to the use of the software or will furnish the data to the LICENSSEE.

6. MAINTENANCE SUPPORT

Licensor will provide to Licensee the following support with respect to the Software: (i) If during the 1st 90 days of this Agreement, Licensee notifies Licensor of a substantial program error respecting the Software, or Licensor has reason to believe that error exists in the Software and so notifies Licensee, Licensor shall at its expense verify and attempt to correct such error within thirty (30) working days after the date of notification. If Licensee is not satisfied with the correction, then Licensee may terminate this Agreement, but without refund of any amount paid to Licensor or release of any amounts due Licensor at the time of termination.

7. WARRANTY DISCLAIMER

HOUSE CALLS OF ARIZONA, LLC DBA MY MOBILE PRACTICE MANAGER licenses, and Licensee accepts, the licensed programs "AS IS." HOUSE CALLS OF ARIZONA, LLC DBA MY MOBILE PRACTICE MANAGER PROVIDES NO WARRANTIES AS TO THE FUNCTION OR USE OF THE LICENSED PROGRAMS, WHETHER EXPRESS, IMPLIED, OR STATUTORY, INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR PARTICULAR PURPOSE. THE ENTIRE RISK AS TO THE QUALITY AND PERFORMANCE OF THE LICENSED PROGRAM IS WITH LICENSEE. LICENSOR DOES NOT WARRANT THAT THE FUNCTIONS CONTAINED IN THE LICENSED PROGRAMS WILL MEET LICENSEE'S REQUIREMENTS OR THAT THE OPERATION OF THE LICENSED PROGRAMS WILL BE UNINTERRUPTED OR ERROR FREE.

8. LIMITATION OF LIABILITY

HOUSE CALLS OF ARIZONA, LLC DBA MY MOBILE PRACTICE MANAGER'S LIABILITY TO LICENSEE UNDER ANY PROVISIONS OF THIS AGREEMENT FOR DAMAGES FINALLY AWARDED SHALL BE LIMITED TO THE AMOUNTS ACTUALLY PAID HEREUNDER BY LICENSEE TO HOUSE CALLS OF ARIZONA, LLC DBA MY MOBILE PRACTICE MANAGER IN NO EVENT SHALL HOUSE CALLS OF ARIZONA, LLC DBA MY MOBILE PRACTICE MANAGER BE LIABLE FOR INDIRECT, INCIDENTAL, SPECIAL, OR CONSEQUENTIAL DAMAGES, INCLUDING LOSS OF USE, LOSS OF PROFITS OR INTERRUPTION OF BUSINESS, HOWEVER CAUSED OR ON ANY THEORY OF LIABILITY. HOUSE CALLS OF ARIZONA, LLC DBA MY MOBILE PRACTICE MANAGER WILL MAKE ITS BEST EFFORT TO ENSURE PATIENT PERSONAL HEALTH INFORMATION IS SECURELY STORED AND TRANSMITTED IN ADHERENCE TO THE HIPAA ACT. LICENSEE HAS READ HOUSE CALLS OF ARIZONA, LLC DBA MY MOBILE PRACTICE MANAGER CARELINK HIPPA STATEMENT.

HIPPA STATEMENT AVAILABLE AT: <http://www.mymobilepracticemanager.com/security.php>

9. NOTICES

All notices in connection with this Agreement shall be in writing and may be given by certified, registered, or first class mail or personally delivered at the address set forth on the front page. For purposes of this Agreement, a notice shall be deemed effective upon personal delivery to the party or if by mail five days after proper deposit in a mail box.

10. ENTIRE AGREEMENT

This Agreement sets forth the entire understanding between the parties with respect to the subject matter hereof, and merges and supersedes all prior agreements, discussions and understandings, express or implied, concerning such matters. This Agreement shall take precedence over any additional or conflicting terms which may be contained in Licensee's purchase order HOUSE CALLS OF ARIZONA, LLC DBA MY MOBILE PRACTICE MANAGER's order acknowledgment forms. IN WITNESS WHEREOF, the parties have caused this Agreement to be executed as of the Effective Date.

LICENSEE

Company Name: _____

By: _____
(Signature)

Name: _____
(Print or Type)

Title: _____

