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EasyDent Electronic Prescriptions (eScripts)

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 \$35/Month times 12 for Annual total of .....

eScripts Service with EPCS

Doctor is licensing \_\_\_ prescribers at \$45/Month times 12 for Annual total of .....
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).

Please fill out and sign the second page. You may mail us the signed agreement with your payment or fax it back to us. If you like you may use the form below to pay with your charge card.

MasterCard
Visa
American Express
Card Number
Security Code
Street Address (Where your Charge Card Bill is sent)
Zip Code (Where your Charge Card Bill is sent)
\$
Dollar Amount
Print Clearly Charge Card Holder Name
Charge Card Holder Signature
Date

# **“EasyDent” Data Tec (DTI) eScripts Service Agreement**

YOU SHOULD CAREFULLY READ AND UNDERSTAND THE FOLLOWING CONDITIONS AND TERMS OF THIS LICENSE BEFORE USING *EasyDent*(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 *EasyDent* 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 EasyDent 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 – *EasyDent* 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.

		Data Tec, Inc. PO Box 31576 Des Peres, MO 63131	Date
Signatures	Date		