

Practice-Web Inc.
P. O. Box 4678
El Dorado Hills, CA 95762
(800) 845-9379 Sales/Fax



Subscriber Agreement for PromptCalls™ SMS Reminder Service

This agreement is made on _____ day of _____ by and between Practice-Web Inc. ("Vendor") located in El Dorado Hills, California and Dr. _____ ("Customer") whose office is located at _____.

Practice-Web Inc. agrees to provide you ("Customer") with the use of PromptCalls Appointment Reminder Service ("Service") on a month-to-month basis starting on _____.

1. Service

The Service includes initial setup of unlimited email & text messaging reminders for the Customer's office (as per Appendix A) using Practice-Web appointment scheduler and automatic update of Practice-Web database. The Vendor will also provide support and updates for the front-end application (PromptCalls) during the paid usage period. Confirmation link within text messages require current smartphones. Vendor does not warrant text message confirmation for all smartphone in the market and confirmation link may not work for some models of older smartphones.

2. Payment Terms

Customer agrees to pay \$49/month* (regular \$99/month, price subject to change) upto 3 providers (add \$10/month per provider over 3) per location for unlimited messages per month for first six months and \$69/month thereafter (add \$10/month per provider over 3). A one-time setup fee of \$100 (reg. price \$200. Add \$10 per provider over 3) shall apply for phone carrier lookups per location. If the customer has signed the agreement for Automated PWPatient Reviews (Survey) then the combined discounted cost would be \$98/month for first six months and \$138/mon thereafter (regular \$158/mon, Add \$20/mon combined per provider over 3).

I, the undersigned authorize the Vendor to debit my bank account (separate ACH agreement is required) for the aforementioned monthly charge. I can cancel the Service with 30-day written notice to Practice-Web Inc. If my ACH debit transaction is declined or and payment is past due, a \$20 fee will apply to that month's payment. If two consecutive transactions are declined, a late fee of \$40 may apply.

3. Security

The Customer is responsible to ensure that others do not gain unauthorized access to their server computer by taking appropriate security measures. The Customer is solely responsible for any and all transmitted contents. The Vendor makes no representation or warranties with respect to or in connection with security or confidentiality of data transmission. In no event shall Vendor be liable for any loss of content or other claims, losses, actions, damages, suits resulting from unauthorized access. The Vendor may collect and accumulate demographics and non-confidential information about the Customer's patients. The Customer agrees that it has given its informed consent for the collection and use of Customer's information as described herein. The Vendor represents

and warrants that it shall comply with HIPAA Privacy requirements for Protected information.

4. Maintenance

The Vendor may perform scheduled and unscheduled maintenance to the Service. The Service may not be available during such times. The Customer acknowledges and agrees that the Vendor shall not be liable for any losses, claims arising out of any interruption of the Service as a result of maintenance activity.

5. General Provisions

Waiver. No Waiver by Vendor or the Customer of any breach or default by the other of any of the other's obligations under this Agreement shall be deemed to be a waiver of any other breach or default of the same or any other nature. Vendor is not responsible for loss of communication to patients due to unavailability of the local server, lost Internet connection, invalid phone numbers, invalid or blocked emails, block on recipient's phone, text message blocked by carrier or delay in delivery of text/email messages. No failure by Vendor or the Customer on any one or more occasions to exercise any right or remedy provided in this Agreement shall preclude the exercise of such right or remedy on any other occasion.

Binding Effect. This Agreement shall be binding on and for the benefit of Vendor and the Customer and their respective legal representatives and successors.

Entire Agreement. Any oral or written statements, under standings, correspondence, purchase orders, or agreements previously made by Vendor and the Customer with respect to the subject matter of this Agreement are merged into this Agreement, which alone fully and completely expresses the respective obligations of Vendor and Customer.

Governing Law. This Agreement and all rights, remedies, and obligations under this Agreement, including matters of construction, validity, and performance, shall be governed exclusively by the laws of the State of California.

Effective Delivery. A party's transmission by facsimile or by electronic signature of a copy of this Agreement duly executed by that party shall constitute effective delivery of the Agreement.

Dr.

Date

Appendix A Setup Questionnaire for PromptCalls™ SMS (PWTexting™)

Office Name: _____

Dentist Name: _____ Total # of providers _____

Main Office Number (appears on your patient's caller-ID): _____

Email address used to send messages: _____

Email address used to receive messages: _____

During email or text message it will be used to identify the Office.

When do you want PromptCalls to confirm your appointments via email?

Confirm Appointment on: <i>Monday</i>	Starting At: <i>6 PM</i>	Day of Appointment <i>e.g. Wednesday</i>
Monday		Monday
Tuesday		Tuesday
Wednesday		Wednesday
Thursday		Thursday
Friday		Friday
Saturday		Saturday

How many days prior to the appointment do you want to send email reminders for confirmation?

Default (4 days): 5 days:

How many days prior to the appointment do you want to send email reminders for information only?

21 Days: 14 days:

Text messages:

How many days in advance do you want PromptCalls to send text messages to confirm your appointments?

Day before 2 Days Prior 3 Days Prior 4 Days Prior

SMS (text message) as final reminder (no confirmation) is sent hour before.

Do not Send text reminders

How do you want birthday text message be sent? Automatically on the birthdate

Note: On-demand Recall messages and messages by insurance types or insurance plans are available. Preferred Confirm Method must be 'TextMsg' for patient to receive SMS. Set Patient's Preferred language (English/Spanish) in Family module.



Repetitive ACH Authorization

 New Payment Plan

 Change an Existing Plan

CLIENT NAME	ACCOUNT ID (IF APPLICABLE)
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RESPONSIBLE PARTY (Name on the checking account)	
NAME (FIRST-MIDDLE-LAST)	FEDERAL TAX ID

OFFICE PHONE # ()	EMAIL ADDRESS
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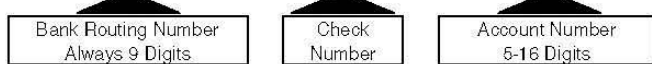
FINANCING INFORMATION: Monthly payment will be paid directly from your bank account.					
BALANCE DUE	PAYMENT	TRANSACTION FEE (by Practice-Web)	TOTAL PAYMENT	PLEASE CHECK BOX FOR YOUR PAYMENT DATE(S)	START DATE
				<input type="checkbox"/> 3 RD <input type="checkbox"/> 10 TH <input type="checkbox"/> 18 TH <input type="checkbox"/> 25 TH	

"I hereby agree to the 'Terms & Conditions' shown below and authorize the automatic debiting of my bank account according to the above payment schedule until the 'Balance Due' shown above is paid in full. I agree to provide notice of any change to my bank information at least 1 week in advance of the next payment date."

SIGNATURE OF RESPONSIBLE PARTY	DATE
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EITHER ATTACH VOIDED CHECK OR LIST BANK INFORMATION BELOW. (Do NOT use a deposit slip!)

Bank Name _____	Phone _____						
Bank Address _____							
City _____	State _____ Zip _____						
<input type="checkbox"/> Checking Account <input type="checkbox"/> Savings Account	Check # (from sample check) _____						
BANK ROUTING NUMBER:	ACCOUNT NUMBER:						
<table border="1" style="width:100%"> <tr> <td style="width:25%"> </td> <td style="width:25%"> </td> <td style="width:25%"> </td> <td style="width:25%"> </td> </tr> </table>					<table border="1" style="width:100%"> <tr> <td style="width:50%"> </td> <td style="width:50%"> </td> </tr> </table>		
<p>TIPS TO IDENTIFY ROUTING AND ACCOUNT NUMBERS:</p> <p>There are three sets of numbers along the bottom line of your check the Bank Routing Number, the Account Number, and the check number The easiest way to identify each of these is through the process of elimination. First, eliminate the check number. This will leave the Routing number and account number The [: symbols will always be at the beginning and end of the 9 digit Routing Number. The account number is what is left over and will be anywhere from 5 to 16 digits</p>							



FAX COMPLETED FORM TO 800-845-9379

TERMS AND CONDITIONS

DOCPAY is a trade name of Complete Systems, Inc. and has been authorized by Practice-Web Inc. to administer this payment plan. The transaction fee indicated above is applied each time the Responsible Party's account is debited. Should there be insufficient funds in the account, additional debits may need to be processed. **There is a return charge of \$10.00 for all returned items.** Upon default of the above payment schedule due to Insufficient funds withdrawal of the authorization, nonpayment or bankruptcy, the entire unpaid balance may, at the option of Practice-Web Inc. be declared immediately due and owing. In such cases Responsible Party agrees to pay the reasonable cost of collection and/or attorneys fees as permitted by the governing laws of the state. Neither Practice-Web, Depository nor Complete Systems, Inc. is liable for any incidental or consequential damages stemming from the transfer of funds unless due to fraud or willful misconduct. Responsible Party should receive a monthly statement from the above listed bank showing funds transferred. DOCPAY does not collect insurance payments.

REQUIRED INFORMATION - PAY PLAN CANNOT BE PROCESSED WITHOUT THIS!		
CUSTOMER NAME PRACTICE-WEB INC.	I.D. CODE 29691	PHONE # 800-845-9379

Your monthly payment will appear on your bank statement showing **DOCPAY ACH** as the payee.

In the event a payment is rejected or returned unpaid, a \$10.00 NSF fee will be added to your account.

If you change your bank account, you must notify Practice-Web at least 15 days prior to your next payment date.

For account changes or any other questions regarding your account please call your Practice-web contact.