

ChiroConceptions Order Form, Payment & Rental Agreement

David A. Bohn, DC
359 National Highway, LaVale, MD 21502
301.876.4565

TO AVOID DELAY, PLEASE PRINT CLEARLY

DATE _____
PRACTICE NAME _____ DOCTOR NAME _____
CONTACT NAME _____ E-MAIL ADDRESS _____
ADDRESS _____ CITY _____ STATE _____ ZIP CODE _____
OFFICE PHONE _____ OTHER PHONE _____

SELECT PURCHASE

- XRPpro Biomechanical Analysis Software, \$5995.00
Includes (1) year free Maintenance Package; \$399 value.
- Monthly Rental, just \$199 per month, via credit card auto charge. \$199.00
Yearly Maintenance Package included.
(Should payments be interrupted, a mandatory re-activation fee of \$199 per each month missed will be charged)
- XRPpro Permanent Impairment Edition \$7995.00
Includes all the features of the Basic Edition in addition to:
 - Cervical and lumbar translational measurements according to the AMA guides
 - Cervical angular variation calculations according to AMA guides
 - Right and Left C1/C2 lateral translation measurements in lateral flexion
 - Special PI report printing option showing 4 images per page (2 normal - 2 patient images) for MD's and Attorneys
 - Direct DICOM selection, preview, and import functions
 - This Version would also include up to (4) hours of online instruction in addition to the DVD and manual
 - Yearly support \$795 for up to (8) hours of Support time and all updates
- Monthly Rental, just \$299 per month, via credit card auto charge. \$299.00
Yearly Maintenance Package included.
(Should payments be interrupted, a mandatory re-activation fee of \$299 per each month missed will be charged)
- (1) Year, XRPpro yearly Maintenance Package for current clients. \$399.00
- (1) Year, XRPpro PI Edition yearly Maintenance Package for current clients. \$599.00

TOTAL BALANCE DUE WITH THIS AGREEMENT: \$ _____

RENTAL AGREEMENT

ChiroConceptions, henceforth know as "Company," and _____, henceforth know as "Renter," agree on ____ (day) of ____ (month) 20____, to the following provisions regarding XRPpro software, henceforth known as "Rental."

Company will provide Renter with ChiroConceptions software. The term shall be as selected above. The renter will incur selected rental charges every month of rental. Failure to make payment will result in loss of software. ChiroConceptions is not responsible for any damage to persons or property caused by use of software. Invalidity or unenforceability of one or more provisions of this agreement shall not affect any other provision of this agreement. This agreement is subject to the laws and regulations of the state of MD.

X _____ SIGNATURE OF RENTER

PAYMENT FREQUENCY

_____ One time authorized charge (any future charges will require a new form) X _____ (initial)

_____ Automatically process my monthly rental fee on the anniversary of every billing cycle by way of my credit card, until written notice to the contrary is given. X _____ (initial)

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CONFIDENTIAL

CREDIT CARD INFORMATION

CREDIT CARD TYPE: VISA MASTERCARD DISCOVER

CARDHOLDER NAME: _____ CARD HOLDER PHONE NUMBER _____

BILLING ADDRESS: (ADDRESS ON FILE WITH CREDIT CARD)

ADDRESS _____ CITY _____ STATE _____ ZIP CODE _____

CREDIT CARD NUMBER _____ - _____ - _____ - _____ EXPIRATION _____ / _____ SECURITY CODE _____

New form required when credit card expires

I hereby certify that I and the holder of the credit card, or an authorized signer on the account detailed above. I understand that I will be notified if my credit card payment fails to authorize for any reason, and that XRPro will be deactivated if valid credit card is not submitted within (48) hours of notification. I agree to notify ChiroConceptions, in writing, of any changes in my account information or termination of the authorization (30) days prior to the next due date of the charges pre-authorized by this form. I understand that credit information is required to be kept on file at ChiroConceptions and that each transaction is subject to obtaining an authorization number from the corresponding bank, which holds that card. All changes require (30) days notice prior to Auto-Debit cycle day. My signature authorizes ChiroConceptions to utilize this payment method as specified above.

CARDHOLDER (no stamps, please)

X _____ PRINTED NAME _____

XRPpro Touchnotes Software User Agreement

ATTENTION: Before installing the XRPpro Software, carefully read this document. The entity or individual (the "Purchaser") agrees to be bound by the terms of this license agreement. Should you disagree with the terms of this license agreement, we direct your call to technical support at 301.777.33710 to be instructed further.

The XRPpro Software program(s) and the documentation enclosed are provided to the Purchaser by www.chiroconceptions.com and Dr. David Bohn, DC ("Licensor") for exclusive use, only under the terms expressed in this License Agreement. Licensor reserves any and all rights not explicitly granted to the Purchaser. Licensor retains ownership of all copies of the XRPpro Software itself and the Purchaser owns the disc, should one be provided that the XRPpro Software is recorded. The Purchaser is solely responsible for installation, use and results acquired from the use of the XRPpro Software.

1. License.

Purchaser is permitted a limited, non-exclusive license to perform only the following: Install, maintain and use the XRPpro Software on one computer at any time for use only in the Purchaser's own practice or business. You are permitted to have one copy on one computer at a time.

Copyright laws protect this XRPpro Software. As a defined condition of this License, the Purchaser must include and reproduce, on any backup copy of the XRPpro Software, the Licensor's copyright information and any Licensor proprietary legends from the original XRPpro Software copy provided by Licensor or as we have listed online at www.chiroconceptions.com.

Transfer the XRPpro Software and all rights under this License to another party that includes a copy of this License Agreement and all written materials associated with the XRPpro Software, provided (1) Purchaser submits to Licensor written notification of the transfer with the legal name of the transferee, and (2) the receiving party reads and agrees to all the terms and conditions of this License Agreement.

2. Restrictions.

The Purchaser may not assign, sublicense, or distribute copies of the XRPpro Software to others. The Purchaser may not disassemble, reverse engineer, decompile, decipher or otherwise reduce or change the XRPpro Software to a human comprehensible form. No adaptations, translations, modifications, leases, rentals, loans, distribution, reselling for profit, or assign or transfer the XRPpro Software, or create plagiaristic works based on the XRPpro to the Purchaser.

3. Protection and Security.

Efforts to safeguard the XRPpro Software must be made. Purchaser agrees to use its best efforts to ensure that no unauthorized entity shall have access to, and that no unauthorized copy, publication, disclosure or distribution in whole, form or part, shall be made. The XRPpro Software contains valuable, classified information; trade secrets and unauthorized use and/or copying are harmful to Licensor and is acknowledged by the Purchaser.

4. Termination.

XRPpro Software License is in effect until terminated by the Purchaser. If the Purchaser fails to comply with any of its provisions, this License Agreement will terminate immediately without notice from Licensor. Purchaser must destroy the XRPpro Software and all copies thereof, and the Purchaser may terminate this License at any time by doing so, if the Purchaser fails to comply with any of its provisions.

5. Limited Warranty.

Licensor warrants that, for thirty days from the date of initial use by original Purchaser, XRPpro Software shall operate substantially in agreement with the published functional terms, current at the time of shipment. If during the warranty period a defect appears, Purchaser will return the XRPpro Software to Licensor and Licensor's only obligation shall be, at Licensor's determination, to replace or refund, the purchase price paid, the defective XRPpro Software. The Purchaser agrees that the foregoing constitutes the Purchaser's sole and exclusive remedy for breach by Licensor under any warranties made under this Agreement. This warranty does not cover any XRPpro Software that has been altered or changed, unless done so by Licensor exclusively. Licensor is not responsible for issues associated with or caused by equipment, incompatible operating systems or interfacing problems with the interaction of the XRPpro Software and software not furnished by Licensor. The preceding warranty shall not be extended by any advice, oral or written information given by Licensor or its employees, dealers or distributors.

INITIAL _____

DATE ____/____/____

The warranty provided above is exclusive and supersedes all other warranties, express or implied. This includes, but is not limited to the implied warranties of merchantability for a specific purpose. All risks, as to the performance, suitability, and quality of the XRPpro Software are assumed by Purchaser. Under no circumstances will Licensor, affiliates, employees, officers, or its directors, be held liable to the Purchaser for any direct, indirect, consequential, incidental, special or exemplary damages; including but not limited to business interruption, loss of data or business information, or business profits, arising out of the use of or inability to use the XRPpro software or associated written materials, even if licensor has been advised of the possibility of such damages. If any, actual direct damages, the Licensor's liability, regardless of the type of action, for any cause whatsoever will be limited to and will not exceed, in any event, the amount originally paid by the Purchaser to the Licensor for the XRPpro Software.

6. Enhancements.

Under sole discretion, the Licensor may, from time to time, advise the Purchaser of Enhancements: including but not limited to improvements, upgrades or updates to the XRPpro Software and/or new releases of the XRPpro Software, and may license the Purchaser to use such Enhancements upon payment of prices as may be set forth by Licensor. All forms of Enhancements to the XRPpro Software provided to the Purchaser shall also be covered by the terms of this License Agreement. For the Purchaser to be notified and advised of any licensed for use updates or enhancements, the Purchaser is required to complete, sign and forward, to the Licensor, the registration form at the end of this document.

7. General.

This License Agreement will be governed by and interrupted in accordance with the laws of the state of Maryland, and shall come into effect, to the benefit of Licensor and Purchaser and their assignee, successors, and legal representatives.

Should any provision of this License Agreement be held by a court of competent jurisdiction to be not enforceable or invalid to any extent under applied law that provision will be enforced to the maximum extent allowable, and the remaining provisions of this License Agreement will remain in full force. Any communications or other notices to be sent to the Licensor must be mailed first class, postage prepaid, to the following address: ChiroConceptions, 359 National Highway, LaVale, MD 21502.

This License constitutes the entire agreement between the parties with respect to the subject matter, and all prior proposals, agreements, representations, statements and undertakings are hereby expressly cancelled and superseded. This Agreement may not be changed or amended, except if completed by the Licensor or duly authorized personnel.

8. Acknowledgment.

By opening/purchasing/using this XRPpro software, the purchaser acknowledges that it has read this license agreement, understands it, and agrees to be bound by its terms and conditions. Should you have any questions concerning this license agreement, please contact licensor at the address set forth above.

_____ / ____ / _____

SIGNATURE

DATE

SOFTWARE REGISTRATION INFORMATION

NAME: _____

ADDRESS: _____

CITY

STATE

ZIP

PHONE: _____

EMAIL: _____

PLEASE FAX ALL COMPLETED FORMS TO: 301-777-0436