

## TheraOffice & MyFax License Agreement

### Solution

This agreement covers the following products and services Hands On Technology Inc®. will provide through its fax partner MyFax®:

- Secure fax integration through the TheraOffice client software.
- 100 outgoing pages per month.
- 200 incoming pages per month.
- Toll free fax number for outgoing and incoming faxes.

### Pricing

Hands On Technology Inc. will provide the above described services in consideration of payment of the following fees.

#### One Time Setup Fees

Description	Total
Setup – MyFax® Account Setup, and TheraOffice integration.	\$25.00
<b>Total</b>	<b>\$25.00</b>

#### Monthly Fees

Description	Quantity	Total
Base License	1	\$10.00
<b>Monthly Total</b>	<b>1</b>	<b>\$10.00</b>

#### Total Due For First 3 Months

Description	Total
One Time Setup Fees	\$25.00
First 3 Months	\$30.00
<b>Total</b>	<b>\$55.00</b>

### Additional Add-On Services

The following add on products and services may be added at a later date. If in the future any of the services are needed, the following pricing will apply.

Description	Total
100 additional incoming or outgoing pages.	\$5.00

## License

### TRADEMARK

MyFax is a trademark or of Protus IP Solutions Inc. TheraOffice is a registered trademark of Hands On Technology Inc.

### SERVICE USAGE

As a customer, you will receive a toll-free number from which you may send and receive faxes through via the MyFax web portal as well as through the TheraOffice client integration. You will be charged a usage fee based on the combined number of fax pages sent and received.

### FAX STORAGE

While your MyFax account is active, Primus will store fax messages sent and received through your MyFax number for a period of up to 366 days via the web portal.

### CUSTOMER RESPONSIBILITIES

You are fully responsible for the contents of your transmissions through the Services. Hands On Technology Inc. and Primus simply acts as a passive conduit for you to send and receive information of your own choosing. However, Hands On Technology Inc. reserves the right to take any action with respect to the Services that Hands On Technology Inc. deems necessary or appropriate in its sole discretion, if Hands On Technology Inc. believes you or your information may create liability for Hands On Technology Inc., compromise or disrupt the Services for you or other Customers, or cause Hands On Technology Inc. to lose (in whole or in part) the services of Hands On Technology Inc.'s ISPs or other suppliers. Your use of the Services is subject to all applicable local, state, national and international laws and regulations (including without limitation those governing account collection, export control, consumer protection, unfair competition, anti-discrimination, securities or false advertising). You agree: (1) to comply with all laws regarding the transmission of technical data exported from any country through the Services; (2) not to use the Services for any illegal purpose; (3) not to interfere with or disrupt networks connected to the Services; (4) to comply with all regulations, policies and procedures of networks connected to the Services; (5) not to use the Services to infringe any third party's copyright, patent, trademark, trade secret or other proprietary rights or rights of publicity or privacy; and (6) not to transmit through the Services any unlawful, harassing, libelous, abusive, threatening, harmful, vulgar, obscene or otherwise objectionable material of any kind or nature. You further agree not to transmit any material that encourages conduct that could constitute a criminal offense, give rise to civil liability or otherwise violate any applicable local, state, national or international law or regulation. The Services make use of the Internet for you to send and

receive information of your own choosing. As a result, your conduct is subject to Internet regulations, policies and procedures. You agree not use or reference the Services for chain letters, junk fax or junk mail, spamming or any activity making use of distribution lists to any person who has not given specific permission to be included in such a process or on such list. You further agree not to attempt to gain unauthorized access to other computer systems. You shall not interfere with another Customer's use and enjoyment of the Services or another entity's use and enjoyment of similar services.

You must (a) obtain and pay for all equipment and third-party services (e.g., Internet access and email service) required for you to access and use MyFax Services; (b) maintain the security of your user ID number, password and other confidential information relating to your MyFax account and; (c) to the full extent permitted by applicable law, be responsible for all charges resulting from use of your MyFax account, including unauthorized use prior to your notifying Hands On Technology Inc. of such use and taking steps to prevent its further occurrence.

#### **UNSOLICITED FAX ADVERTISEMENT/SPAM DROP-BOX POLICY**

Unsolicited Fax Advertisement Policy. The transmission of unsolicited fax advertisements is illegal in the United States under the Federal Telephone Consumer Protection Act of 1991 (TCPA) (<http://ftp.fcc.gov/cgb/consumerfacts/unwantedfaxes.html>) and in the European Union under the Privacy and Electronic Communications Regulations 2003, and is also illegal under the laws of a number of other countries, states and provinces. Distribution of unsolicited fax advertisements through the Services is prohibited. Notwithstanding the above Hands On Technology Inc's distribution of advertising to its customers is not considered unsolicited fax advertising based upon your acceptance of this Agreement.

You hereby acknowledge and agree that Hands On Technology Inc. as owner of all MyFax numbers, has any and all rights (but no obligation) to assert any and all legal claims available against any third party as a result of your receipt of any unsolicited fax advertisements, including but not limited to claims under the TCPA and similar laws of any other country, state or province, and, to the extent you do have any rights to bring any such claims, you hereby assign any and all such rights to MyFax as consideration for its provision of the services under this Agreement.

#### **RESALE OF THE SERVICES**

Your right to use the Services is personal to you. You may be either an individual or a corporation or business entity, but you agree not to resell the use of the Services.

#### **LIMITATION OF LIABILITY**

The cumulative liability of Licensor to Licensee for all claims whatsoever related to the Subject Programs or this Agreement, including any cause of action sounding in contract, tort, or strict

liability, shall not exceed the total amount of all fees paid to Licensor by Licensee under this Agreement.

#### **TECHNICAL SUPPORT**

Technical support staff can provide support for our software that meets the stated system requirements. Though our technical support staff will attempt to resolve any hardware / software configurations not meeting requirements, we cannot guarantee resolution. Hands On Technology Inc. may be able to provide phone or live Internet technical support for outside hardware and software issues at if it is determined that Hands On Technology Inc. has knowledge of the issue and can resolve it. If the customer chooses to accept the offsite support not covered though the subscription / direct buy / trial contract, Hands On Technology Inc. will provide a written estimate sent via fax or email. A rate of \$95.00 per hour will be charged to a credit card given at that time.

#### **CANCELLATION**

Licensee may discontinue this license agreement by giving Hands on Technology 30 day's written notice. Setup fees and use charges are non-refundable. Pre-payments will be returned minus a 10% administrative fee.

#### **CHARGES**

Renewal of this service will be done automatically through license renewal of the TheraOffice license manager if on a Subscription plan, or will be done via 3 month invoices if on a Direct Purchase plan.

We give your practice full range of motion

**Setup Information**

<b>Fax Header From:</b> (usually the company name)	
<b>Confirmation Email Addresses:</b> (Up to 5)	1.
	2.
	3.
	4.
	5.
<b>Request Access for MyFax Print To Fax driver:</b>	YES NO
<b>Custom Cover Page For All Faxes:</b>	YES NO (If No – then TheraOffice will create a cover page)
<b>Administrative Contact Name:</b>	
<b>Administrative Contact Email Address:</b>	
<b>Administrative Contact Phone #:</b>	
<b>Total Sent And Received Pages Per Month:</b>	

Hands on Technology, Inc	<b>Clinic Name:</b>
	<b>Owner:</b>
1 E Oak Hill Center Suite 400 Westmont, IL 60559	<b>Address:</b>
Phone: (866) 562-8413  Fax: (630) 455-1865	<b>Phone:</b>
	<b>Signature:</b>  Name: _____  Date: _____

**Once complete, please fax back to: (630) 455-1865 – once setup is complete, we will contact you.**