

Open Dental Support Explanation and Contract

THIS AGREEMENT is made on _____ [date]

BETWEEN

1. _____ [Buyer entity];

AND

2. Open Dental Software [the Service Provider]

The Buyer and the Service Provider will be collectively referred to as the 'Parties'.

This contract specifies the terms and conditions of the support that the Buyer will receive from the Service Provider. It also specifies the pricing rate and a CDT Compliance section.

Service

This contract entitles the Buyer to delivery of Open Dental software to be used in conjunction with eClinicalWorks (eCW) software. The Buyer will receive unlimited telephone support for the Buyers' providers (dentists) and support staff and all other employees or contractors working with your staff. This support relates to the use and functionality of the Open Dental software for the listed locations, and does not guarantee additional data analysis, advice, data conversion or other consultation. While the number of calls to the Buyer for support is unlimited, each call should be limited to one or two specific questions or areas of concern in order to keep phone lines available for incoming calls. The Buyer may make successive consecutive calls. Calls with many questions or very general questions like 'How do I use the software' may be classified as 'Initial Training' calls.

All training on the Open Dental application will be performed by Open Dental personnel and should be arranged directly with Open Dental rather than with eCW. In the case of new clients where eClinicalWorks has a trainer onsite, the trainer will show the Buyer how the interface works (that is, how to launch Open Dental) but not train on the actual Open Dental application. The Buyer is entitled to One Hour of 'Initial Training' per location. Multiple users may attend a training at one time, as the trainings are held via Internet conference calls. Additional Initial Trainings may be purchased at the price of \$50 per hour. Initial Trainings should be scheduled in advance.

New versions with features are released on the average about 10 times per year and are included as part of the Service to the Buyer. Updates to the software will be performed by Open Dental or the Customer as needed. eClinicalWorks is not involved in Open Dental software version updates, but may be involved in customer updates at customer request.

Installation

Installation and integration with existing instance of eCW is performed by eClinicalWorks. Customer will arrange for installation with eClinicalWorks. eCW may charge customer installation and project management fees. Open Dental will assist with additional setup and training after installation.

Support Hours

Currently 5:00 AM to 5:20 PM M-TH Pacific Time, 5:00 AM to 4:30 PM Pacific Time F, 7:00 AM to 11:00 AM Saturdays. Open Dental is closed on holidays. Open Dental may change these hours in the future. Emergency after hours support is available via after hours mobile phone for no additional charge, but is not guaranteed.

How to contact Open Dental – Contact Open Dental by phone at 503-363-5432 or toll free 866 239 0469. Contact information may change, so current support information may be found at www.opendental.com.

Payment

Payment is due monthly paid to Open Dental. First month payment must be made prior to installation, additional payments are not due until one month after 'go live' date. Go live date may be an undetermined amount of time after the initial installation and is defined as the date upon which actual patient data is being entered into the Open Dental software.

Pricing

The support price is \$75 per provider (or Full Time Equivalent) per month.

Contract Duration and Termination

The Buyer is agreeing to a minimum of 6 months of service, unless the Open Dental software usage is terminated, in which case the Buyer is not obliged to continue service. Support continues on month to month terms. If support service is terminated at any time after 6 months, the Buyer will still be able to access existing patient clinical records using the software, but will have no support available. The support service is required for updates and interoperability with the eCW software. eCW software is required in order to access financial transactions, medical history, and other patient information.

CDT compliance

As required by the American Dental Association CDT content license, every customer of Open Dental Software must disclose in writing the number and location of all "End-User Sites" that use the software. This includes:

- * Each separate geographic office location including address if applicable
- * Even if one dentist is alternating between two offices, each office must be listed below.
- * If mobile clinics, then each mobile clinic is counted as one site.
- * Must include the site even if only used as little as one day per week.
- * Any administrative office that is at a separate geographical location.

This disclosure will be made by the Buyer below in the section entitled *CDT Compliance Disclosure*.

Software License

The software license is non-exclusive, non-transferable and is for internal business purposes only.

Limitation of Liability

In no event shall the Service Provider be liable under any contract, negligence, strict liability or other legal or equitable theory for any special, incidental, punitive, indirect or consequential damages of any kind, including damages resulting from interruption of use, loss or corruption of data, or lost profits, whether or not the Buyer has been advised of the possibility of such damages, and notwithstanding any failure of essential purpose of any remedy, arising out of or in connection with this agreement. In no event shall the Service Provider total and aggregate liability under this agreement exceed the amount of the license fees paid by licensee hereunder.

Miscellaneous

- a The failure of either party to enforce its rights under this Agreement at any time for any period shall not be construed as a waiver of such rights.
- b If any part, term or provision of this Agreement is held to be illegal or unenforceable then neither the validity nor the enforceability of the remainder of this Agreement shall be affected.
- c Neither Party shall assign or transfer all or any part of its rights under this Agreement without the consent of the other Party.

AS WITNESS the hands of the Parties hereto or their duly authorized representatives the day and year first above written.

Name _____ Signature_____

for and on behalf of _____
[the Buyer]

Name _____ Signature_____

for and on behalf of Open Dental Software

CDT compliance Disclosure

By signing below, I certify that I have included all End-User Sites. I agree that if any sites are added, that I will notify Open Dental immediately. I agree not to install the compiled software released from Open Dental at any site that does not have an active support contract. I have accurately listed the number of full-time equivalent dentists for each site, and I agree that I will contact Open Dental if the number changes.

of Sites _____ Date_____ Signature_____

of Providers _____ Date_____ Signature_____

Please list each provider (dental) by name below. Hygienists need not be included. If more than one page is required, please staple additional pages.

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