

CCA MEDICAL Customization Agreement

This document represents agreement between CCA MEDICAL (CCA) and Sample (Client) for CCA to provide customized software according to the attached Technical Specification.

CONDITIONS OF SERVICE

1. Client agrees the attached Specification accurately and correctly describes the desired customization.
2. Any changes to the attached Specification must be approved in writing by both CCA and Client.
3. Upon delivery of the customized program, client will have one (1) calendar month in which to test the program for compliance against the Technical Specification. For fixed fee quotations, non-compliances will be corrected at no charge if reported within the warranty period. Corrections requested after the warranty period will be treated as a separate customization request.

TERMS

1. Total price for the work described in the Technical Specification is \$**xxx.xx**.
 Estimated Time for the work described in the Technical Specification is xxx hours at \$**xxx.xx/hr**.
 Estimated Materials for the work described in the Technical Specification is \$**xxx.xx**.
2. Support of this customization is not included in Client's Software Maintenance for the base CCA MEDICAL system but will be billed as a separate line item on the client's support invoice at the rate of \$**xx.xx**.
3. Support includes upgrades of the Customization, should they be needed, to operate with the current major version of Practice Express. Conversion of the Customization, should it be needed, to work with a future major release of Practice Express will be considered as a new project.
4. Payment terms are Net 30 from date of delivery to the client.

GENERAL

1. All source code originating from this Customization will be the exclusive property of CCA, Greenville, South Carolina. All rights are reserved. No part of the source code may be used, disclosed, reproduced, stored or transmitted in any form without written permission from CCA.
2. CCA's sole obligation under this Agreement is to provide programming services defined in the attached Technical Specification. In no event shall CCA be liable to Client for special, consequential, indirect or incidental damages.
3. This offer of service based on the quoted price is valid for a period of thirty (30) days from the date this document is provided to the client.

CCA MEDICAL

Signature Date

Deborah Yochum
Printed Name

Vice President – Operations
Title

Sample Client

Signature Date

Printed Name

Title