



RxPertise™ Evaluation Agreement

MHA is providing, at no charge, one license of our most current version of RxPertise™ Consulting Software to the following consultant pharmacist and/or organization for the sole purpose of testing and evaluation. This software will be fully functional for thirty (30) days **after installation**:

Step 1: Contact Information

Name		Title	
Company			
Shipping Address, City, State, ZIP (not a P.O. Box)			
Phone		Email	
Are you a member of MHA?	<input type="checkbox"/> No	<input type="checkbox"/> Yes, and my pharmacy's DEA number is:	

Step 2: Obtaining RxPertise

RxPertise™ Consulting Software is compatible with any currently supported version of Microsoft Windows®. A full list of technical requirements may be reviewed at www.RxPertise.com.

Please select your requested method of obtaining RxPertise™:

<input type="checkbox"/> Download installation packet from website	<input type="checkbox"/> Installation packet shipped (\$25 FedEx Shipping & Handling fee applies)
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Step 3: Acknowledgement

<p>This software is a fully functional version of RxPertise™, but will not be operational 30 days after it was installed. Uninstalling and reinstalling the software will not change the original 30 day trial period. Each time the product is used, the evaluation user will be reminded of the days remaining in the evaluation. By the 30th day, the user must either purchase the software and obtain an activation code from MHA, or uninstall the product off the computer. Technical support will be provided via phone and/or email during this evaluation period, which will be outlined in the provided installation packet. The value of this software is \$2,049.00.</p> <p>By signing this agreement, the responsible party noted above certifies that the above stipulations as well as the following will be upheld: 1) assumes total responsibility for this copy of RxPertise™ software; 2) agrees to either order the software or remove RxPertise from any and all computer hard drive(s) once the evaluation period has expired; 3) agrees not to duplicate or distribute said copy of RxPertise™; 4) agrees not to provide said software to any other software company for review or analysis.</p> <p>NO WARRANTY. THE SOFTWARE PRODUCT IS PROVIDED "AS-IS," WITHOUT WARRANTY OF ANY KIND, AND ANY USE OF THE SOFTWARE PRODUCT IS AT YOUR OWN RISK. To the maximum extent permitted by applicable law, MHA, Inc. disclaims all warranties AND CONDITIONS, either express or implied, including, but not limited to, implied warranties AND CONDITIONS of merchantability, fitness for a particular purpose, TITLE, AND NON-INFRINGEMENT, with regard to the SOFTWARE PRODUCT.</p> <p>NO LIABILITY FOR CONSEQUENTIAL DAMAGES. To the maximum extent permitted by applicable law, in no event shall MHA or its suppliers be liable for any special, incidental, indirect, or consequential damages whatsoever (including, without limitation, damages for loss of business profits, business interruption, loss of business information, or any other pecuniary loss) arising out of the use of or inability to use the software product, even if MHA, Inc. has been advised of the possibility of such damages. IN ANY CASE, MHA, Inc's ENTIRE LIABILITY UNDER ANY PROVISION OF THIS EULA SHALL BE LIMITED TO THE GREATER OF THE AMOUNT ACTUALLY PAID BY YOU FOR THE SOFTWARE PRODUCT OR U.S. \$5.00. Because some states and jurisdictions do not allow the exclusion or limitation of liability for consequential or incidental damages, the above limitation may not apply.</p>	
Signature	Date

Please fax this agreement to the RxPertise Order Desk at: (866) 748-6875
RxPertise™ Sales/Support: (888) 223-3022
MHA Office: (800) 642-3020