



This Service Agreement ("Agreement") is made and entered into this _____ day of _____, 20__ by and between Austin Direct Info Media, LLC, with its primary offices located at 201 East 6th Street, Austin, TX 78701 and Company Name or Individual: _____, ("CLIENT"), if CLIENT is a Physician (please provide ADI Media, LLC with the appropriate documentation).

Client Account Information			
First Name:		Last Name:	
Dr's Email:		Dr.'s Direct Line/Ext:	
Practice Name:		Office	
Practice Software:		Office Contact:	
Address:			
City:		State:	Zip:
Web Address:		Office Email:	

Recitals:

- A. ADI Media, LLC has developed software to maximize the conversion of leads generated by Client into patients.
 - B. Client desires to subscribe to ADI Media, LLC services ("Services") under the terms and conditions set forth in this Agreement.
 - C. SERVICE DATE: ADI Media, LLC agrees to complete implementation of ADI Media, LLC tool with CLIENT within 7 business days from the date of this Agreement
1. IMPLEMENTATION AND MONTHLY FEES: CLIENT agrees to pay to ADI Media, LLC: (a) upon execution of this Agreement, a onetime implementation fee in the amount of \$1,500.00 as consideration for the technical service and training of CLIENT personnel; and (b) a monthly fee in the amount of \$349.00 as consideration for software upgrades as and when developed by ADI Media, LLC, access and use of the service by an unlimited number of CLIENT employees or agents ("Users"), and one (1) hour per month of customer service.
 2. RESPONSIBILITIES OF ADI MEDIA, LLC: ADI Media, LLC shall: (i) provide to CLIENT basic training and customer support for the Services as set forth in this Agreement. *(continued in the back of this page)*

Monthly Agreement	
<input type="radio"/> Month to month payments Plus one time Integration and Implementation Fee \$1500	\$349 per month

Add Lead Management Assessment – get your score in 3 weeks. \$750 one time payment

Electronic Funds Transfer
Bank Name: _____
Routing Number: _____
Account Number: _____
Name on Account: _____

Credit Card
<input type="checkbox"/> Visa <input type="checkbox"/> Master <input type="checkbox"/> AMEX <input type="checkbox"/> Discover
CC# _____
Expiration # _____/_____
Name on Card: _____
Address: _____
City _____ Ste _____ Zip _____

Both parties agree to the terms set forth in this agreement:

ADI Media, LLC, Inc.

CLIENT

SIGNATURE: _____

SIGNATURE: _____

NAME: _____

NAME: _____

TITLE: _____

TITLE: _____

3. **RESPONSIBILITIES OF CLIENT:** CLIENT shall (i) be responsible for Users' compliance with this Agreement, (ii) be solely responsible for the accuracy, quality, integrity and legality of CLIENT'S data and the means of data acquisition, (iii) use commercially reasonable efforts to prevent unauthorized access to or use of the Services, and notify ADI Media, LLC promptly of any such unauthorized access or use, and (iv) use the Services only in accordance with the User Guide and applicable laws and government regulations. CLIENT shall not (a) make the Services available to anyone other than Users, (b) sell, resell, rent or lease the Services, (c) use the Services to store or transmit infringing, libelous, or otherwise unlawful or tort material, or to store or transmit violation of third-party privacy rights, (d) use the Services to store or transmit Malicious Code, (e) interfere with or disrupt the integrity or performance of the Services or third-party data contained therein, or (f) attempt to gain unauthorized access to the Services or their related systems or networks.
4. **TERM AND TERMINATION:** Either party may terminate this Agreement upon thirty (30) days written notice to the other party. Any unused portion of an annual payment shall be refundable. Neither the implementation fee nor the monthly fees are refundable.
5. **BILLING AND PAYMENT:** CLIENT agrees to authorize ADI Media, LLC to charge CLIENT'S valid credit card or to provide a valid purchase order acceptable to ADI Media, LLC. If use of a credit card is authorized, CLIENT, ADI Media, LLC will charge for all Services listed in the Agreement and the Order Form. If CLIENT elects to pay by a method other than authorized credit card charges, ADI Media, LLC shall provide an invoice to CLIENT. The implementation fee shall be paid upon execution of this Agreement. Monthly fees shall be paid in advance of each month of Service.
6. **SUSPENSION OF SERVICE AND ACCELERATION:** If any undisputed amount owed by CLIENT under this Agreement or the Order Form is more than thirty (30) days past due, or, if ADI Media, LLC is unable to charge an authorized credit card for more than ten (10) days, then ADI Media, LLC may, without limiting any other rights or remedies it may have under this Agreement or the Order Form, accelerate the unpaid fee obligations under such agreements such that all such obligations become immediately due and payable, and suspend Services until such amounts are paid in full.
7. **NO WARRANTIES:** The Internet is not owned, operated, managed by, or in any way affiliated with ADI Media, LLC. ADI Media, LLC does not and cannot control the flow of data to or from you and the Internet. ADI Media, LLC makes no warranties of any kind, express or implied, in connection with the services, including, but not limited to, warranties of merchantability, accuracy, completeness, security, error-free nature, performance levels, or fitness for any particular purpose in connection with the services or any services or data accessed through the services.
8. **LIMITATION OF LIABILITY:** ADI Media, LLC shall not be liable for any incidental, consequential or special damages including, without limitation, loss of profits, claimed by CLIENT related in any way whatsoever to this Agreement, the Order Form or the Services.
9. **INDEMNIFICATION:** CLIENT agrees to defend, indemnify, and hold harmless ADI Media, LLC, its employees, partners, shareholders, officers, agents and /or representatives for any and all claims, losses, liabilities, recoveries and damages of any kind or nature, including but not limited to court costs, attorneys fees, and expert witness fees relating to any transactions between the CLIENT and web customers of ADI Media, LLC. This indemnification shall survive the termination of this Agreement.
10. **FORCE MAJEURE:** If an Act of God, Mother Nature or event beyond the control of ADI Media, LLC, such as a war, tornado, flood, fire, hurricane, electrical shortage, union strike, or other national disaster, rendering ADI Media, LLC unable to perform its obligations under the terms of this Service Agreement, then both ADI Media, LLC and CLIENT shall be responsible for their own costs, losses and expenses, and the contract will be terminated.
11. **RESERVATION OF RIGHTS AND RESTRICTIONS.** Subject to the limited rights expressly granted hereunder, ADI Media, LLC reserves all right, title and interest in and to the Services, including all related intellectual property rights. No rights are granted to CLIENT hereunder other than as expressly set forth herein. CLIENT shall not (i) permit any third party to access the Services, except as permitted herein or in an Order Form, (ii) create derivative works based on the Services, (iii) copy, frame or mirror any part or content of the Services, other than copying or framing on CLIENT'S own intranets or otherwise for CLIENT'S own internal business purposes, (iv) reverse engineer the Services, or (v) access the Services in order to (a) build a competitive product or service, or (b) copy any features, functions or graphics of the Services.
12. **OWNERSHIP OF DATA.** CLIENT shall exclusively own all rights, title and interest in and to all of CLIENT'S data. ADI Media, LLC provides Export Functionality to remove and store all data that is stored on ADI Media, LLC.
13. **GOVERNING LAW:** This Agreement shall be construed pursuant to Texas law without reference to its conflict of law provisions and venue for all legal actions hereunder shall be in Travis County, Texas.