



MEDISOFT TECHNICAL SUPPORT AGREEMENT

This Support Agreement is entered into by and between MBA of NEPA, Corp ("MBA") and the client identified below ("Client"). This Agreement shall be effective upon date executed paid agreement is received by MBA and cannot be post dated for a later start date under any circumstances.

Client Information:

Practice Name _____
Billing Address _____
Secondary Address _____
Primary Contact _____
Authorized Persons _____
Phone _____ Fax _____ Email _____
Medisoft Version _____ # Users _____

Support Services:

MBA shall provide Medisoft support to Client by answering questions and providing assistance specifically regarding the operation of NDCMedisoft and applicable add-on products such as Office Hours, Direct Modules, Lab Connect, Medical Connect, and Data Runner. Support is defined as providing assistance for troubleshooting of an issue and providing resolution when available. It does not include network configuration, computer hardware repairs, new hardware installation, custom formatting or training. Some computer or networking issues may require specialized services at an additional charge. If it is determined that data corruption is causing the problem file repair may be recommended. During the course of routine maintenance or troubleshooting, additional hardware repairs, software or hardware upgrades and new installations may be recommended. These are "Extra Services" not included in or covered by your Technical Support Agreement. "Extra services" (as set forth in Exhibit A of this agreement) will not be undertaken without express consent from Client.

MBA shall use reasonable efforts to correct the problem Client may be experiencing, but does not guarantee that problems will be resolved within any specified time period. MBA's technical support staff will provide services consistent with the standard of care generally accepted within the industry for such services.

MBA will keep Clients data, to which it has access during problem resolution, secure and confidential in accordance with MBA's obligations under the Health Insurance Portability & Accountability Act.

It is understood that this Agreement is non-refundable and non-transferable, and any disputes must be sent in writing to MBA within 30 days from the original date of service. MBA will have 30 days from receipt of any dispute letter to investigate and reply to Client with its findings. All such findings and/or conclusions will be considered final. MBA shall have the right to immediately terminate this Agreement if Client breaches any of the terms or conditions of this Agreement, including but not limited to non-payment of any fees owed to MBA by Client. Client must remain in good standing at all times, with all outstanding invoices paid in full in a timely manner. Upon termination, Client shall not be entitled to any refund for the remaining period of the Agreement.

IN NO EVENT SHALL MBA BE RESPONSIBLE FOR DAMAGES OF ANY NATURE, EXCLUDING THOSE CAUSED BY MBA'S GROSS NEGLIGENCE OR INTENTIONAL MISCONDUCT ARISING FROM OR IN CONNECTION WITH THIS AGREEMENT INCLUDING, WITHOUT LIMITATION, ANY DIRECT, SPECIAL, INCIDENTAL, INDIRECT OR CONSEQUENTIAL DAMAGES.

The terms of this Agreement sets forth the entire Technical Support Agreement and supersedes any discussions between Company and Client. No modification of or amendment to this Policy, nor any waiver of any rights or fees, will be considered a precedent unless in writing signed by an authorized agent of Company. Any subsequent change or changes in Company/Client scope of business, will not affect the validity or scope of this policy.

By signing below Client acknowledges and agrees to these conditions and authorizes MBA to charge Client for the services described above. IN WITNESS WHEREOF, the Parties have caused their respective authorized representatives to execute this Agreement.

Settlement to MBA, subject to the terms and in the manner provided for in this Technical Support Agreement, will be as follows:

Plan Options:

- Bronze 3 Months Unlimited \$500.00
- Silver 6 Months Unlimited \$950.00
- Gold 1 Year Unlimited \$1,800.00
- Hourly Rate Base Hourly Rate \$100.00(minimum 15 minutes)
- Hourly Rate PC Technical Rate \$150.00(minimum 1 hr)
- Other Pre-Authorized Plan _____
- Extra Services As Agreed _____

Payment:

- Check # _____ (must be pre-approved)
- Credit Card MC / Visa / Amex / Discover

Name on CC _____

Billing Address _____

CC# _____ Exp. Date _____

Covered Entity

MBA of NEPA, Corp.

By: _____ Date: _____

By: *Tina M. Maxwell* _____

Print Name: _____

Print Name: Tina M. Maxwell _____

Print Title: _____

Print Title: President _____

Name of Covered Entity: _____

MBA of NEPA, Corp.

TECHNICAL SUPPORT AGREEMENT

EXHIBIT A

Extra Services & Non-Medisoft Technical Support

Certain services are not applicable to MBA's regular service plans. Where normal troubleshooting will resolve the issue, there is no additional charge. Generally, if an issue can be resolved remotely or by telephone, it will be classified as normal troubleshooting. However, on some occasions specialized technical or on-site services are required, these services are billed separately. These services are evaluated on a case by case basis. Extra Services will not be undertaken without express consent from Client.

- **Network Configuration** - Installation of Network appliances, such as Hubs, Routers, switches, DSL or Cable Modems, may require specialized technical services. MBA support will provide these services at the base hourly rate (discounted from PC Technical Rate) when a Medisoft Support Contract is in place.
- **Computer Hardware Installation & Repair** – Hardware installation, replacement and repair due to Computer failures are often intensive. MBA support will provide these services at the base hourly rate (discounted from PC Technical Rate) when a Medisoft Support Contract is in place.
- **Medisoft Data File Repair** - This service may be necessary if your Medisoft files become damaged through incidents such as a power surge or computer hardware problems. This service includes a charge for the diagnostic service and repair of data. We highly recommend that backup of your data is made on a regular basis. The restoration of a current backup will be the most cost effective solution for data corruption. When no backup is available, data file repair will be performed at a flat fee of \$300.00.
- **Custom Formatting** - Medisoft products include a custom report formatter to allow the program's printed output to be customized. MBA support will answer your questions to help you begin to customize a form. Custom forms may also be purchased directly from MBA at a rate of \$75.00-\$125.00 per form.
- **Training** – Basic program questions are considered normal troubleshooting issues. During the course of this troubleshooting discussion may arise as to how to use a new feature and is considered a support service. However, new employee training or extensive scheduled training for new features and upgrades are billable services, unless included with purchase of software. MBA is able to provide training over the telephone, through remote services or on-site. You may also purchase NDCHealth's Interactive Learning CD's. If you would like to learn more about the options available for training on your product, please contact us.