

MegaEasy Computer Solutions Inc.

990 N. Bowser Rd. Ste. 780
Richardson, TX 75081
Tel: (214) 826-2001
Fax: (214) 823-3913

Telephone Technical Support Agreement

This Telephone Technical Support Agreement (“Agreement”) is entered into by and between MegaEasy Computer Solutions Inc. (“MegaEasy”) and the customer identified below (“Customer”). This Agreement shall be effective upon the date accepted by MegaEasy, as evidenced by MegaEasy’s receipt of an executed unmodified Agreement. This Agreement cannot be deferred or post dated for a later start date under any circumstances.

Customer Information:

Registered Name: _____

Address: _____

City: _____ State: _____ Zip: _____

Contact: _____

Phone: _____ Fax: _____

E-mail: _____ Account #: _____

Contract Information:

Please check one:

- | | | |
|-----------|-------|---|
| Basic: | _____ | \$100 (one hundred dollars) per hour |
| Option 2: | _____ | \$400 (four hundred dollars) for five hours |
| Option 3: | _____ | \$750 (seven hundred fifty dollars) for ten hours |

Telephone Technical Service is billed in fifteen minute increments

MegaEasy shall provide standard telephone technical support services (“Standard Support”) to Customer by answering questions and providing assistance specifically regarding the operation of the Customer’s registered copy of Medisoft and applicable add-on products such as Office Hours and EDI. Technical support is limited to providing assistance for the current version and two previous versions of all related products.

Standard Support provided may include, but is not limited to, troubleshooting of an issue and providing resolution when available. It does not include network configuration, operating systems issues or, computer hardware problems. Technical support personnel may recommend Customer contact an independent specialist in computers or networking outside MegaEasy if the issue warrants. If it is determined that data corruption is causing the problem, a technical support person may suggest that file repair be done at an additional charge beyond the normal pricing listed above. Data conversion in connection with upgraded software (like product to like product) also is available for an additional charge.

Any outside Technical Support performed at the Customers place of business is not included in the above pricing and will be charged at a higher rate. Outside Technical support may include drive time and pick-up or drop-off charges.

Training for the Medisoft application is not covered under Standard Support. MegaEasy does offer training services which may be obtained for an additional fee by contacting MegaEasy's sales department at 214-826-2001.

Customer understands that MegaEasy's sole obligation under this Agreement is to provide the technical support services described above. MegaEasy shall use commercially reasonable efforts to correct the problem Customer may be experiencing, but does not guarantee that any support provided under this Agreement will be sufficient to do so. MegaEasy cannot guarantee that any issue resolution will be completed in a set amount of time. MegaEasy shall provide the technical support services described within this Agreement during MegaEasy Technical Support Center business hours, which are Monday-Friday, 9:00 a.m. to 5 p.m. Central Standard Time, except holidays. Customer understands that MegaEasy will keep Customer's data, to which it has access during problem resolution, secure and confidential in accordance with MegaEasy's obligations under the Health Insurance Portability & Accountability Act. By signing this Agreement, the parties agree to comply with the terms and conditions of the Business Associate Amendment attached hereto. MegaEasy's technical support staff will provide services consistent with the standard of care generally accepted within the industry for such services. IN NO EVENT SHALL MEGAEASY BE RESPONSIBLE FOR DAMAGES OF ANY NATURE, EXCLUDING THOSE CAUSE BY MEGAEASY'S GROSS NEGLIGENCE OR INTENTIONAL MISCONDUCT, ARISING FROM OR IN CONNECTION WITH THIS AGREEMENT INCLUDING, WITHOUT LIMITATION, ANY DIRECT, SPECIAL, OR INCIDENTAL, INDIRECT OR CONSEQUENTIAL DAMAGES.

It is understood that this Agreement is non-refundable and non-transferable, and any disputes relating to the services provided herein must be sent in writing to MegaEasy within 30 days from the date of the alleged breach by MegaEasy. MegaEasy will have 30 days from the receipt of any dispute letter to investigate and reply to Customer with its findings. All such findings and/or conclusions will be considered final.

Megaeasy shall have the right to immediately terminate this Agreement if Customer breaches any of the terms or conditions of this Agreement, including but not limited to non-payment of any fees owed to MegaEasy by Customer under this Agreement, or any other agreement between the parties. Customers must remain in good standing at all times, with all outstanding invoices paid in full in a timely fashion. Upon termination, Customer shall not be entitled to any refund for the remaining period of the Agreement.

By signing below Customer acknowledges and agrees to these conditions and authorizes MegaEasy to charge Customer's credit card for the services described above.

Name on Credit Card: _____

Credit Card Number: _____

VISA ___ MC ___ AMEX ___ Expiration Date: _____ CCV: _____

Card Address: _____ Zip: _____

Signature: _____ Date: _____

MegaEasy use Only:

Received By: _____ Date Received: _____

Account Number: _____ Approval Number: _____

BUSINESS ASSOCIATE AMENDMENT

If Customer is a Covered Entity subject to the Health Insurance Portability and Accountability Act of 1996, as amended (the “Act”), including the federal privacy regulations (the “Privacy Rule”) and the security regulations (the “Security Rule”) promulgated pursuant to the Act and codified at 45 C.F.R. parts 160 and 164, (collectively, “HIPAA”), then the Parties agree as follows:

1. Definitions: Unless otherwise defined in the Agreement or this Amendment, capitalized terms shall have the meanings set forth in HIPAA.
2. Disclosure or Use of Protected Health Information (“PHI”). MegaEasy shall use and/or disclose PHI received from Customer or its authorized submitters only as permitted or required by this Amendment or as Required by Law. MegaEasy shall be entitled to disclose and use PHI received from Customer or its authorized submitters for the purpose of providing the Services or as otherwise directed or requested by Customer, OR for the proper management and administration of MegaEasy’s business, OR to carry out MegaEasy’s legal responsibilities, OR as otherwise permitted or Required By Law. Without limiting the generality of the foregoing, Megaeasy reserves the right at its sole discretion to disclose an Individuals PHI in response to and in accordance with a valid authorization executed by the Individual that meets the requirements set forth in the Privacy Rule. Customer authorizes Megaeasy to aggregate and/or de-identify PHI created or received by MegaEasy on behalf of Customer, provided that the aggregation and/or de-identification conforms to the requirements of the Privacy Rule. The resulting information may be used and disclosed by MegaEasy to the extent permitted under applicable law, for consideration or otherwise.
3. Safeguards Against Misuse of PHI. MegaEasy agrees that it will implement appropriate safeguards to prevent the use or disclosure of PHI received from Customer or its authorized submitters other than pursuant to the terms and conditions of this Amendment.
4. Safeguards Related to Integrity of Electronic PHI. MegaEasy agrees to implement administrative, physical, and technical safeguards that reasonably and appropriately protect the confidentiality, integrity, and availability of the Electronic PHI that it creates, receives, maintains, or transmits on behalf of the Customer.
5. Security of Electronic PHI. MegaEasy shall report to Customer any Security Incident with respect to Electronic PHI of which it becomes aware and which has compromised the protections set forth in the Security Rule. This reporting obligation does not include trivial occurrences, such as scans, “pings” or unsuccessful attempts to penetrate computer networks or servers containing PHI maintained by MegaEasy; provided that, upon Customer’s written request, Megaeasy will provide an aggregate report of the number of such trivial occurrences.
6. Reporting of Disclosure of PHI. Megaeasy shall report to Customer any use or disclosure of PHI in violation of this Agreement as soon as reasonably possible after becoming aware of the disclosure.
7. Agents and Subcontractors. MegaEasy shall enter into an agreement with any of its subcontractors or agents that will have access to any PHI that is subject to this Amendment, pursuant to which the agent or subcontractor agrees to be bound by the same restrictions, terms, and conditions on the use of PHI that apply to Megaeasy pursuant to this Agreement. In addition, MegaEasy shall enter into an agreement with any of its subcontractors or agents to whom it provides Electronic PHI, pursuant to which the agent or subcontractor agrees to implement and appropriate safeguards to protect the Electronic PHI.

8. Assisting with Patients' Rights. MegaEasy agrees to make available to Customer information necessary for the Customer to make an accounting of disclosure of PHI about an individual in accordance with 45 C.F.R. 164.528, as amended. In addition, to the extent MegaEasy possesses PHI that constitutes a Designated Record Set, MegaEasy agrees, at Customer's sole cost and expense, to make available PHI necessary for Customer to respond to individual's request for access to their PHI in accordance with 45 C.F.R. 164.524, and make available PHI for amendment and to incorporate any amendments or corrections to the PHI in accordance with 45 C.F.R. 164.526. Notwithstanding the preceding sentence, the Parties agree that MegaEasy does not, and shall not have an obligation to, maintain any Designated Record Sets on the Customer's behalf. In the event any individual requests access to PHI in Customer's Designated Record Sets directly from MegaEasy, MegaEasy shall, within thirty (30) business days, forward such request to the Customer. Any response to such requests, denials of access to or amendment of Customer's PHI shall be the responsibility of Customer. Notwithstanding the above, nothing in section 8 is intended to prevent MegaEasy from releasing PHI in response to an Individual's valid authorization.
9. Customer Obligations. Customer agrees to obtain any consent or authorization that may be required by the Privacy Rule or any other applicable law and/or regulation prior to furnishing MegaEasy with PHI. Customer also agrees to inform MegaEasy of any PHI that is subject to any arrangements permitted or required of Customer under the Privacy Rule that may materially impact in any manner the use and/or disclosure of PHI by MegaEasy under this Amendment, including, but not limited to, restrictions on the use and/or disclosure of PHI as provided for in 45 C.F.R. 164.522 and agreed to by Customer. Customer shall not request MegaEasy to make any use or disclosure of PHI that would not be permitted under the Privacy Rule if made by Customer directly.
10. No Third Party Beneficiaries. Nothing expressed or implied in this Amendment or the Agreement is intended to confer, nor shall it confer, upon any person any rights, remedies, obligations, or liabilities other than those explicitly detailed in this Amendment or the underlying Agreement.
11. Termination. Failure of MegaEasy to comply with any of the provisions contained in this Amendment shall be deemed a breach under the Agreement, and Customer shall be entitled to exercise all available rights, including termination, as provided in the Agreement. Upon termination or expiration of the Agreement, MegaEasy shall return, destroy or de-identify all PHI received from, or created or received by MegaEasy on behalf of, Customer, that remains in MegaEasy's possession or control and retain no copies of that PHI, or if the return or destruction is not feasible in MegaEasy's determination, extend the protections of this Amendment to the retained PHI and limit further uses and disclosures to those purposes that make the return or destruction infeasible.
12. Effective Date. The effective date of this Amendment shall be the effective date of the Agreement.