MCKESSON
Empowering Healthcare

Technical Support Agreement

Fax: 888-633-4763
Mail: Product Sales & Support
5995 Windward Parkway 3rd Floor EAST
Alpharetta, GA 30324

This Technical Support Agreement ("Agreement") is entered into by and between NDCHealth Corporation d/b/a McKesson Provider Technologies ("McKesson") and the customer identified below ("Customer"). This Agreement shall be effective upon the date accepted by McKesson, as evidenced by McKesson'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:

PRACTICE NAME: _____   CUSTOMER NO.: _____

STREET ADDRESS: _____   CITY: _____   STATE: _____   ZIP: _____

SHIPPING ADDRESS: _____   CITY: _____   STATE: _____   ZIP: _____

PRIMARY CONTACT: _____

PHONE: _____   FAX: _____   EMAIL: _____

PRODUCT:(PLEASE CHECK ONE):   MEDISOFT ☐   LYTEC ☐

VERSION #: _____   (I.E. MEDISOFT V12 OR LYTEC 2007)

Contract Information:

Please **check** Agreement period:

		STANDARD SUPPORT
1 MONTH	☐	$249
3 MONTH	☐	$379
6 MONTH	☐	$699
12 MONTH	☐	$999

McKesson shall provide standard technical support services ("Standard Support") to Customer by answering questions and providing assistance specifically regarding the operation of Customer's registered copy of Medisoft or Lytec and applicable add-on products such as Lytec Scheduler, Office Hours, Direct Modules, Lab Connect, or Communications Manager.

Technical support is limited to providing assistance for the current version and one previous version 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 McKesson 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.

Training for the Medisoft or Lytec application ***is not*** covered under Standard Support. McKesson does offer training services which may be obtained for an additional fee by contacting McKesson's sales department at 800-333-4747.

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McKesson also offers Interactive Training CD's which are available for a fee of $429. **To have this product charged to the credit card below, please check this box:**

□ **APPROVED;** and McKesson will ship to the address above.

Customer understands that McKesson's sole obligation under this Agreement is to provide the technical support services described above. McKesson 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. McKesson cannot guarantee that any issue resolution will be completed in a set amount of time. McKesson shall provider the technical support services described within this Agreement during McKesson's Technical Support Center business hours, which are Monday-Friday, 9:00 a.m. to 5 p.m. local Customer time, except holidays. Customer understands that McKesson will keep Customer's data, to which it has access during problem resolution, secure and confidential in accordance with McKesson'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. McKesson'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 MCKESSON BE RESPONSIBLE FOR DAMAGES OF ANY NATURE, EXCLUDING THOSE CAUSED BY MCKESSON'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.

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 McKesson within 30 days from the date of the alleged breach by McKesson. McKesson will have 30 days from receipt of any dispute letter to investigate and reply to Customer with its findings. All such findings and/or conclusions will be considered final.

McKesson 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 McKesson by Customer under this Agreement, or any other agreement between the parties. Customer 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 McKesson to charge Customer's credit card for the services described above, including the purchase of Interactive Training CD's if Customer has checked the "Approved" box above.

SIGNATURE: _____ DATE: _____

CREDIT CARD NUMBER: _____ EXPIRATION DATE: (MM/YYYY)
_____

TYPE: □ VISA   □ MASTERCARD   □ AMEX

CARDHOLDER SIGNATURE: CARDHOLDER NAME: (PRINTED)
(AS IT APPEARS ON CARD)

_____   _____

To be filled out by McKesson
Date received: _____   Received by:_____
Time received:_____   Information Verified: ❑
Customer 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")**. McKesson 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. McKesson shall be entitled to disclose and use PHI received from Customer or its authorized submitters (i) for the purpose of providing the Services or as otherwise directed or requested by Customer, (ii) for the proper management and administration of McKesson's business, (iii) to carry out McKesson's legal responsibilities, or (iv) as otherwise permitted or Required By Law. Without limiting the generality of the foregoing, McKesson 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 McKesson to aggregate and/or de-identify PHI created or received by McKesson 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 McKesson to the extent permitted under applicable law, for consideration or otherwise.

3. **Safeguards Against Misuse of PHI**. McKesson 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**. McKesson 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 Customer.

5. **Security of Electronic PHI**. McKesson 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 McKesson; provided that, upon Customer's written request, McKesson will provide an aggregate report of the number of such trivial occurrences.

6. **Reporting of Disclosures of PHI**. McKesson shall report to Customer any use or disclosure of PHI in violation of this Amendment as soon as reasonably possible after becoming aware of the disclosure.

7. **Agents and Subcontractors**. McKesson 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 McKesson pursuant to this Amendment. In addition, McKesson 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 reasonable and appropriate safeguards to protect the Electronic PHI.

8. **Availability of Books and Records**. McKesson hereby agrees to make its internal practices, books, and records relating to the use and disclosure of PHI received from, or created or received by McKesson on behalf of, the Customer reasonably available to the Secretary of the United States Department of Health and Human Services for purposes of determining Customer's compliance with the Privacy Rule and/or the Security Rule.

9. **Liability**. McKesson shall indemnify Customer for any costs or expenses incurred in connection with claims asserted against Customer that arise as a result of McKesson's gross negligence or willful misconduct in handling Customer's PHI.

10. **Assisting with Patients' Rights**. McKesson agrees to make available to Customer information necessary for Customer to make an accounting of disclosures of PHI about an Individual in accordance with 45 C.F.R. 164.528, as amended. In addition, to the extent McKesson possesses PHI that constitutes a Designated Record Set, McKesson agrees, at Customers sole cost and expense, (i) to make available PHI necessary for Customer to respond to individuals requests for access to their PHI in accordance with 45 C.F.R. 164.524, and (2) 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 McKesson does not, and shall have no obligation to, maintain any Designated Record Sets on Customer's behalf. In the event any Individual requests access to PHI in Customer's Designated Record Sets directly from McKesson, McKesson 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 this Section 10 is intended to prevent McKesson from releasing PHI in response to an Individual's valid authorization.

11. **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 McKesson with PHI. Customer also agrees to inform McKesson 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 McKesson 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 McKesson to make any use or disclosure of PHI that would not be permitted under the Privacy Rule if made by Customer directly.

12. **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.

13. **Termination**. Failure of McKesson 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, McKesson shall return, destroy or de-identify all PHI received from, or created or received by McKesson on behalf of, Customer, that remains in McKesson's possession or control and retain no copies of that PHI, or if the return or destruction is not feasible in McKesson'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.

14. **Effective Date**. The effective date of this Amendment is the later of the effective date of the Agreement or April 14, 2003, except that such terms or conditions related to Electronic PHI only shall be effective the later of the applicable Security Rule compliance date for the Customer or the effective date of the Agreement.