

Technical Support Agreement

This Technical Support Agreement ("Agreement") is entered into by and between ProSystems, Inc., dba: Frontier Medical Systems ("Frontier") and the customer named below ("Customer"). This Agreement shall be effective upon the date accepted by Frontier, as evidenced by Frontier's receipt of an executed Agreement.

FRONTIER shall provide technical support services to Customer by answering questions and providing assistance specifically regarding the operation of Customer's registered copy of Medisoft and applicable add-on products such as Office Hours, Office Hours Professional, Direct Modules, Lab Connect, Medical Connect, and other Medisoft modules. Technical support is limited to providing assistance for the installed version of all related products. Technical support provided may include, but is not limited to, troubleshooting of issue(s) and providing resolution(s) as available. This agreement does not include network configuration, operating systems issues or, computer hardware problems.

This agreement entitles Customer to unlimited use of Frontier's toll-free technical support line for obtaining answers to questions about the Medisoft product, support for error codes and messages, diagnosis and resolution of database corruption, report formatting, claims processing, and any other issues encountered in the day-to-day use of the Medisoft product.

This agreement does not include hardware services, intensive user-training, onsite services, creation of custom reports or custom report formats, or any Medisoft software product, all of which are available separately for an additional fee. During the course of providing support under this agreement, Frontier may suspect or diagnose hardware problems, in which case Customer will be referred to his hardware support technician. Frontier may interact with hardware support technicians as required to bring an issue to its ultimate resolution.

Frontier will advise Customer in advance and receive Customer's prior approval before performing any service which is not covered by this agreement and therefore, is separately billable by Frontier.

This agreement shall continue in force until such time as either party delivers 30-days prior written notice of its cancellation. On cancellation, Frontier shall refund within 30 days to Customer any prepaid balance on this agreement, prorated to a date 30-days subsequent to receipt of Customer's cancellation notice. This agreement shall renew automatically and be invoiced and paid pursuant to Customer's selected payment arrangement. Frontier adjusts its toll-free support arrangement on January 1 of each year based on the prior year's Consumer Price Index; such adjustment is made without further notice to Customer.

IN NO EVENT WILL FRONTIER OR ITS SUPPLIERS BE LIABLE FOR ANY LOST REVENUE, PROFIT, OR DATA, OR FOR SPECIAL, INDIRECT, CONSEQUENTIAL, INCIDENTAL, OR PUNITIVE DAMAGES HOWEVER CAUSED AND REGARDLESS OF THE THEORY OF LIABILITY ARISING OUT OF THE USE OF OR INABILITY TO USE THE SOFTWARE, EVEN IF FRONTIER OR ITS SUPPLIERS HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

THIS AGREEMENT SHALL BE GOVERNED BY THE LAWS OF THE STATE OF ARKANSAS AS INTERPRETED BY THE ATTORNEY GENERAL OF THE STATE OF ARKANSAS AND SHALL BE IN ACCORDANCE WITH THE INTENT OF THE ARKANSAS CODE (ANNOTATED).

FRONTIER's sole obligation under this Agreement is to provide the technical support services described above. FRONTIER 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. While FRONTIER consistently provides fast response to customer inquiries, we do not guarantee response or resolution of any issue within a predetermined period of time. Customer understands that FRONTIER will have access to Customer's database, and will treat such data in accordance with FRONTIER's standard HIPAA Trading Partner Agreement (TPA), incorporated into this agreement by reference.

This Agreement is non-transferable, and any disputes or requests for refund must be submitted in writing to FRONTIER. FRONTIER 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.

FRONTIER 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 FRONTIER 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 according to FRONTIER's standard billing terms (invoices are generally due net/10 days after receipt).

By signing below Customer acknowledges and agrees to the terms and conditions of this agreement. Customer shall be charged according to his billing preference (selected below) and customer hereby authorizes payment in accordance therewith.

THIS AGREEMENT DOES NOT BEGIN UNTIL CUSTOMER INFORMATION REQUESTED HEREIN HAS BEEN COMPLETED, FRONTIER HAS APPROVED CUSTOMER'S EXECUTED AGREEMENT, AN EXECUTED COPY IS RETURNED BY FAX TO CUSTOMER, AND FRONTIER HAS RECEIVED THE INITIAL PAYMENT UNDER THIS AGREEMENT BY CREDIT CARD OR CUSTOMER'S CHECK.

Customer Signature

Frontier Signature

Title

Title

Date

Date

Important: Please fax this entire document to 501-262-5200. On acceptance your executed copy and a HIPAA Trading Partner Agreement will be faxed back to you. You can then begin to receive services immediately.

COMPLETE CUSTOMER PROFILE BELOW

Practice Name:		
Primary Contact:		
Phone:		
Fax:		
Email Address:		
Does your office have high-speed Internet available?	___ Yes	___ No ___ Not Sure
Does your office have Remote Desktop access?	___ Yes	___ No ___ Not Sure
Medisoft Version:	___ 12	___ 11 ___ 10 ___ Other
Billing Address		Shipping Address
Address: _____	Address: _____	
City: _____	City: _____	
State: _____	State: _____	
Zip: _____	Zip: _____	

Frontier Use Only
Date Recd: _____
Time Recd: _____
Approved: _____

PRICING

Frontier's current toll-free support fees (effective 9/1/08) are billed as follows:

Billing Period	Software Customers*	Support Only*
Monthly	\$90	\$105
Quarterly	\$250	\$290
Semi-Annual	\$465	\$540
Annual	\$810	\$940
Per-incident	HOURLY	HOURLY

*Software customers are those who purchased their current software from Frontier. Support-only customers will receive re-priced support arrangements the month following the purchase from Frontier of any core Medisoft product upgrade. All support pricing is subject to change; changes are effective the first day of your next billing period after notification of change. Support fees must, at all times, be paid in advance. Payments by credit card can be arranged for emergency services and for ongoing support agreements. Per-incident support is available only on a time-permitting basis; contract customers are always given priority over per-incident customers. A per-incident minimum of two hours is enforced.

COMPLETE PAYMENT INFORMATION BELOW

Payment Method:	<input type="checkbox"/> Mastercard <input type="checkbox"/> VISA <input type="checkbox"/> Check (delays agreement) <input type="checkbox"/> MC/VISA for initial billing; invoice us for future billing
Support Plan	<input type="checkbox"/> Monthly <input type="checkbox"/> Quarterly <input type="checkbox"/> Semi-Annual <input type="checkbox"/> Annual <input type="checkbox"/> Per-incident
Credit Card #:	
Expiration:	
Credit Card Code**:	
Cardholder Name:	
Card Billing Address (if different from billing address for practice)	Address: _____ City: _____ State: _____ Zip: _____
Cardholder Signature:	_____

** This is the three-digit "Credit Card Security Code" from the back of your credit card, and is required for the cardholder's protection. We cannot process your payment without this code.