

HELPER SUPPORT AGREEMENT

This agreement between **VantageMed Corporation** (“**VANTAGEMED**”) with its principal place of business at 600 West Cummings Park, Suite 3450, Woburn, MA 01801 and Helper Maintenance Contract Customer (“**CUSTOMER**”).

Payment of the maintenance invoice signifies the acceptance of the terms stated in the Helper maintenance contract.

PLEASE READ THE TERMS OF THIS AGREEMENT AND ANY PROVIDED SUPPLEMENTAL SUPPORT AGREEMENT TERMS (COLLECTIVELY, THE “**AGREEMENT**”). IF YOU ARE ACCESSING THIS ELECTRONICALLY, INDICATE YOUR ACCEPTANCE OF THESE TERMS BY SELECTING THE “**ACCEPT**” BUTTON AT THE END OF THIS AGREEMENT. IF YOU DO NOT AGREE TO ALL OF THE TERMS OF THIS AGREEMENT, SELECT THE “**CANCEL**” BUTTON AT THE END OF THIS AGREEMENT.

1) Terms of Agreement and Items Covered:

VANTAGEMED shall render services for a term of one year from the effective date. Either party may terminate this agreement at the end of the first year or any time thereafter, upon 60 days prior written notice to the other party. If this agreement is not terminated as provided, it shall be renewed automatically for an additional year at the end of each term and pricing and coverage will apply using the current “System Support Agreement Schedule”. Items must be listed and detailed on the “System Support Agreement Schedule” for coverage of that particular item.

2) Normal Business Hours

For purposes of this agreement, “normal business hours” will 9:00 am to 5:00 pm EST, Monday through Friday, excluding holidays observed by VANTAGEMED.

3) Software Support

If chosen by CUSTOMER, and agreed to by VANTAGEMED, and the software item is listed on the attached “System Support Agreement Schedule”, VANTAGEMED shall provide software support as described below during the term of this agreement. VANTAGEMED reserves the right to accept or decline each item scheduled on the “System Support Agreement Schedule” due to the life cycle or supportability of products.

- a. **CUSTOMER SUPPORT.** Consult with, and advise the CUSTOMER with respect to performance of the system, improved utilization of the system and problems encountered by the utilization of the system will be provided over the phone or via modem during normal business hours. This support is limited to programs written by VANTAGEMED.
- b. **UPDATES/UPGRADES.** All VANTAGEMED updates and upgrades for items listed as covered on a current “System Support Agreement Schedule” will be provided at no additional charge, providing the update is part of the normal version release and is not a new feature released as a separately priced product support. If VANTAGEMED determines it is necessary for the CUSTOMER’s operating system or software to be upgraded to the new version in order to continue to warranty the correct operation of the application software, CUSTOMER agrees to have the upgrade done and shall pay any upgrade and license fees as stated in EXCLUDING COVERAGE.
- c. **SOFTWARE RESTORATION.** For VANTAGEMED application software, VANTAGEMED will assist CUSTOMER with the recovery of data files and programs where loss results from computer system software, provided that CUSTOMER has a data backup for restoration of data files as detailed in paragraph 5 c.
- d. **SOFTWARE ERRORS.** VANTAGEMED will correct any significant defect in the software, which, in the opinion of VANTAGEMED, is necessary for the proper operation of the software under normal operating conditions.
- e. **SOFTWARE CUSTOMIZATION.** VANTAGEMED will not provide support on any software that has been customized by the CUSTOMER or a contractor to the CUSTOMER. Any customized software that VANTAGEMED provides for CUSTOMER will be treated on a time and materials basis, and any future upgrades to this VANTAGEMED customized software will also be treated on a time and materials basis, and will not be covered under the standard System Support Agreement for Upgrades and Updates.
- f. **OTHER NON-COVERED ITEMS.** VANTAGEMED will not provide support on CUSTOMER hardware, operating systems, networking, or 3rd party software systems.
- g. **DATABASE REPAIRS.** Database repair is not covered under the maintenance contract. The fee to repair a corrupted database will be determined by VANTAGEMED, and repaired on a first come, first serve basis, with no guarantee of a specific repair date.
- h. **LOST PASSWORDS** for both Helper and SecureConnect are the responsibility of the user and not covered under the service agreement. VantageMed will determine the charge to recover lost passwords.
- i. **MAXIMUM NUMBER OF INCIDENTS.** The CUSTOMER is allowed a maximum of forty (40) technical support requests (incidents) per year (via telephone, email or by other means). VANTAGEMED will determine additional charges for technical support beyond the allowed number of incidents.

4) Charges

- a. **PAYMENT OF SUPPORT CONTRACT.** The contract shall be paid annually. Automatic renewals will be charged to the credit card which was used to pay for the original maintenance contract.
- b. **HOURLY RATES FOR NON-COVERED ITEMS.** Rates chargeable during Normal Business Hours - \$ 125 per hour, or a per diem day rate of \$ 1,000. On Saturdays, Sundays and Holidays - \$175 per hour or a per diem day rate of \$1,400.
- c. **TRAVEL COSTS.** Travel costs and expenses for VANTAGEMED personnel to visit CUSTOMER sites will be paid by the CUSTOMER.
- d. **INCREASE OF SUPPORT FEES.** VANTAGEMED will not increase System Support Agreement fees during the Initial Term of this agreement. A 30-day notice will be issued with the contract renewal on any pricing increases. On the renewal date of the agreement, VANTAGEMED has the option of adjusting the acceptance of products and the support pricing structure listed on the System Support Agreement Schedule.
- e. **SOFTWARE PRODUCTS.** VANTAGEMED may routinely introduce new software products that are sold as a separately priced product, which incorporate features, functions, and program supports. CUSTOMER will be offered the opportunity to purchase a license for the new software product. Any program change, which in VANTAGEMED’s sole judgment is a Software Product, is specifically not included in this agreement and will not be provided to the CUSTOMER except as a purchasable license.
- f. **ABILITY TO ADD ITEMS TO SYSTEM SUPPORT AGREEMENT SCHEDULE.** On occasion, customer will purchase additional components to their system, or upgrade existing components in capability or number of users. In this case, at VANTAGEMED’s option, the “System Support Agreement Schedule” will be modified to reflect the change in product coverage, and billing will be modified to accommodate the incremental products covered during the agreement period.
- j. **RE-INSTATEMENT.** Re-instatement of a System Support Agreement to be current on coverage in the event coverage has been dropped will require the following steps: (i) Pay for all periods of lapsed coverage since last current System Support Agreement and (ii) Pay for a system audit by VANTAGEMED support personnel to ensure the environment is operating as required. Once these items above have been performed, customer may then purchase a System Support Agreement and resume support.

5) Responsibilities of CUSTOMER

The CUSTOMER shall provide, free of charge with ready access, working space, heat, light, ventilation, electrical current and outlets for the use of VANTAGEMED in performing services under this agreement.

- a. **ACCESS TO SYSTEM.** When VANTAGEMED performs services pursuant to this agreement, the CUSTOMER agrees to make the system available for VANTAGEMED use no more than 15 minutes after the request of remote CONNECTION access.

- b. UNAUTHORIZED SUPPORT. The CUSTOMER shall not authorize, cause or permit support, repairs or changes to be made or attempted on the software during the term of this agreement, except as provided by VANTAGEMED under this agreement or as specified and approved in writing by VANTAGEMED. VANTAGEMED shall have no liability for any unauthorized support, repairs or changes to the system as any services performed by VANTAGEMED because of such unauthorized support. If such UNAUTHORIZED SUPPORT is performed, then the CUSTOMER shall pay for repairs or changes at the rates as defined in CHARGES (section 4).
- c. BACKUP SYSTEM. CUSTOMER shall take reasonable steps to protect its own data from system failure, including regular creation of backup copies of data and creation of processes to insure continued business operation in case of system failure.
- d. CONNECTION. CUSTOMER will provide a working phone connection or direct Internet connection to be used by the computer system for modem access by VANTAGEMED. Cost of creating and maintaining such connections will be the responsibility of the CUSTOMER.
- e. REPORTING OF ERRORS. CUSTOMER will make every effort to comply with sound computer data management principles including, but not limited to: notification to VANTAGEMED in the event of system errors, routine financial audit and reconciliation to assure the accuracy of entered information, regular review of coding and other data entry procedures and the prompt input of essential billing information.
- f. ENVIRONMENT. Failure to adhere to any of the VANTAGEMED specifications for hardware, software, and application software shall constitute a default and this contract and conditions will be in default as defined in DEFAULT (section 10).

6) Responsibilities of VANTAGEMED.

For as long as this contract is in effect, VANTAGEMED will, at its option,

- a. Correct or provide a suitable workaround for any programming error attributable to VANTAGEMED which materially impairs use of the software, or
- b. Replace the software containing the error. For the purpose of this contract, "error" is defined to mean an inappropriate or unexpected response to a correctly entered command or series of commands which must be described to VANTAGEMED in sufficient detail to enable VANTAGEMED to replicate the error, devise a correction and validate by testing using data supplied by CUSTOMER. All responses and corrections by VANTAGEMED will be accomplished in a timely and reasonable manner through normal software releases.

8) Excluded from Coverage

If corrections, modifications or other services are required as a result of the carelessness or negligence of CUSTOMER, or abnormal usage, or CUSTOMER's breach of any provision of the system support agreement, or perils such as fire, theft, lightning or water damage or any other cause external to the system but uncontrollable by VANTAGEMED, VANTAGEMED may correct or modify the system, at VANTAGEMED's option to perform the work, but the CUSTOMER shall pay for all work at hourly rates as listed in CHARGES (section 5). Those items excluded from coverage (but not limited by the list below) are:

- a. ELECTRICAL WORK. Electrical work external to any hardware.
- b. RELATED HARDWARE SUPPORT. Repair or replacement of magnetic media, platters, supplies or accessories; painting or refinishing connected with relocation of hardware; or adding or removing accessories, attachments or other devices not furnished by VANTAGEMED.
- c. SERVICE, WHICH IS IMPRACTICAL. Such service which is impractical for VANTAGEMED to render because of connections by mechanical and/or electrical means to hardware not approved by VANTAGEMED.
- d. NON-VANTAGEMED UPGRADES AND SUPPORT. Updates and support to non-VANTAGEMED software will NOT be provided by VANTAGEMED under this agreement. Upgrading these software programs is at the cost of the CUSTOMER.
- e. 3rd PARTY SOFTWARE MALFUNCTIONS. Problems that are caused by a 3rd party operating system or 3rd party application software.
- f. NOT LISTED ON "SYSTEM SUPPORT SCHEDULE". Any product item that is supported or requires support that is not listed on the "System Support Agreement Schedule".

9) Limitation of Liability

VANTAGEMED shall not be liable for any failure or delay in performance of services under this agreement due in whole or in part to any cause beyond VANTAGEMED's control. VANTAGEMED shall not be liable for loss, destruction or damage of programmed information or data, unless such loss, destruction or damage is due to the gross negligence of VANTAGEMED, in which event its liability shall be limited to restoring the lost, destroyed or damaged programs or data, provided such restoration can be reasonably performed by VANTAGEMED. The sole remedy for VANTAGEMED's liability, if any, under this agreement, other than the remedy mentioned above, shall be limited to re-performance of any service provided by VANTAGEMED or a refund not to exceed the amount paid by the CUSTOMER to VANTAGEMED for the applicable service.

10) Default

Default will occur if any of the terms and conditions of this agreement are violated, or if CUSTOMER fails to provide payment or is delinquent in payment for these services. If CUSTOMER defaults under the System Support Agreement:

- a. VANTAGEMED may refuse to continue to service the system, or furnish service only on a time, travel and materials basis; and
- b. CUSTOMER agrees to pay VANTAGEMED costs and expenses of collection including reasonable attorneys' fees, providing VANTAGEMED is the prevailing party.

11) General

The laws of the State of Massachusetts shall govern the System Support Agreement. The System Support Agreement may not be modified except by a written agreement signed by the CUSTOMER and the Vice President of Client Services or President of VANTAGEMED.

12) Excused Performance

VANTAGEMED shall not be liable for any failure to perform or delayed performance of any obligation under this Support Agreement if such performance is prevented, hindered, or delayed by reason of any cause beyond the reasonable control of VANTAGEMED, including, without limitation, any labor dispute, strike, or other industrial disturbance, Act of God, flood, shortage of materials, earthquake, casualty, war, act of public enemy, riot, insurrection, embargo, law, blockage, action, restriction and regulation or order of any government, government agency or subdivision thereof.

13) Indemnification

CUSTOMER will indemnify and hold harmless VANTAGEMED from any loss, claim or damage to persons or property arising out of this agreement or CUSTOMER's possession of the system of use thereof, which indemnity will survive the termination of this by the gross negligence of VANTAGEMED.

14) Assignment

CUSTOMER rights and obligations under this Agreement shall not be assignable by CUSTOMER in whole or part, by operation of law or otherwise, without the prior written consent of VANTAGEMED. VANTAGEMED may at any time, without notice to CUSTOMER, assign to any other person or entity any or all of its rights and interests under this Agreement and any such assignee may assign the same.