

Customer: \_\_\_\_\_

## MediTalk Support Agreement

This agreement covers software upgrades and access to our staff for support issues by phone, e-mail, fax and direct connection via the Internet or modem.

All support agreements will be automatically renewed on an annual basis.

### Payment of support agreement:

Billed after expiration of first year

**Your MediTalk Support Agreement is in effect until \_\_\_\_\_ and covers:**

Software Purchased:

1. MediTalk Enterprise Physicians Software

**MediTalk Software Support:** If there are problems with the features and functions of MediTalk, Resource Management, Inc. will access your MediTalk computer/computers via PC Anywhere or VNC remote communications software using phone lines or the Internet. You must have an available phone line with no other fax/modem devices attached in order to use this service.

\* Resource Management, Inc. is not responsible for phone line charges for dialup access.

### Software support **covers:**

1. Runtime Errors of the MediTalk program
2. Inability to open or use the MediTalk program due to software malfunction or corruption.
3. Functions of the program not working (i.e. cannot add a patient or edit a patient)
4. Support is available from 9-5 pm Monday thru Friday via Telephone access/email
5. **Software updates:** Resource Management, Inc. will arrange software updates to MediTalk users to ensure they are on the most current version of the software. Software updates are released as point (i.e. 3 to 3.5 or 3.7) and version (i.e. 3.7 to 4.0) releases. In any one year period there may be several of each or as little as 1-2 releases per year.

If your database becomes corrupted, you could loose all of your data. If this happens, you can restore your database from a backed up copy. (see next section)

Resource Management, Inc. provides data recovery services starting at \$200/hour depending on the nature of the data corruption.

### Backup

*Resource Management, Inc. is not responsible for backup of the MediTalk database. We highly recommend that you contract with our services group or your network provider to*

*ensure your valuable patient data is backed up every night.*

**Software support *does not* cover:**

This is not a complete list and in no way limits the reasons for which MediTalk will not be supported.

1. Creation of new templates, voice commands or new fields to the database.
2. Re-creation of corrupted speech files.
3. Moving/transferring/reinstallation of the MediTalk System to new PC's
4. Problems associated with PC hardware ( i.e. Server not functioning, Printers, sound cards, modems, hard disk drives)
5. Hardware/Network Support: including but not limited to trouble with user accounts, computer will not start up, other programs not functions i.e. Outlook, Microsoft Office, Internet connection.
6. Database corruption caused by: power failure, hardware failure, unauthorized usage or manipulation of the MediTalk database or database settings.
7. Instruction on the usage of third party ancillary software used in conjunction with MediTalk. (i.e. MS Word, MS Access, MS Excel, MS Outlook, Windows Explorer, WinFax, PC Anywhere, Windows NT Server, Windows 98, Windows 2000 Professional, Pier to Pier networking, e-mail)

Software support does not cover instruction on how to use MediTalk after training has already been delivered. If further training is needed, please contact a MediTalk support or sales representative that will arrange for an online/onsite training session. (Training rates are \$75.00/hour - 2hour minimum)

Prices: Reinstall MediTalk on a different computer

Cost of new license plus \$200 / per new computer software is installed on

Training

\$75.00/hr – 2 hour minimum.

**Hardware Support**

**Hardware support *does* cover:**

**Equipment purchased from Resource Management, Inc.**

Resource Management, Inc. is a Dell Professional / Medical systems reseller and Integrator. Our professional services division (Network Services Group) can provide you with quality networked workstations and servers to run the MediTalk product and/or any other type of medical software needed by your offices.

**Hardware support *does not* cover:**

**Equipment not purchased from Resource Management, Inc.**

Resource Management, Inc. will recommend system configurations and setup but does not support the computer/network equipment purchased to use MediTalk. You should contact your hardware vendor and or system administrator.

\*Resource Management, Inc. can support all hardware through our network services group that is under a network services contract.

**Other support issues:**

**Transfer or moving of MediTalk system software**

If you purchase new hardware such as a laptop or desktop computer and would like to move your MediTalk system software from its original location to the new computer there will be a charge of \$200 per computer.

If additional licenses are needed they can be purchased through our sales department.  
800-374-1077

**Purchase of additional hardware not through Resource Management, Inc.**

If new hardware (laptop or desktop) is not purchased from Resource Management, Inc., Resource Management, Inc. will not be held responsible for problems that arise within the MediTalk System Software as a result of conflicts with the hardware and software.

In the event that Resource Management, Inc.'s service division is called upon to resolve hardware issues, the customer agrees that there will be charge of \$100/ hour with a 2-hour minimum for each service call. Charges are per technician per hour. i.e. 2 technicians would be \$200 per hour.

**These problems include but are not limited to:**

Software Driver issues

Networking issues – computers can't see each other on the network

User profiles

Modem not working

**Resource Management, Inc. MediTalk Software  
Warranty:**

Licensor warrants that, for sixty (60) days from the date of initial use by the original End User, the Software shall operate substantially in accordance with the published functional specifications current at the time of shipment. If, during the warranty period, a defect appears, End User shall return the Software to Licensor and Licensor's only obligation shall be, at Licensor's election, to replace the defective Software or refund the purchase price. The End-User agrees that the foregoing constitutes the End-User's sole and exclusive remedy for breach by Licensor under any warranties made under this Agreement. This warranty does not cover any Software that has been altered or changed in any way by anyone other than Licensor. Licensor is not responsible for problems associated with or caused by incompatible operating systems or equipment, or for problems in the interaction of the Software with software not furnished by Licensor.

No oral or written information or advice given by Licensor or its dealers, distributors, employees or agents shall in any way extend, modify or add to the foregoing warranty.

THE WARRANTY AND REMEDY PROVIDED ABOVE ARE EXCLUSIVE AND IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. THE END-USER ASSUMES ALL RISK AS TO THE SUITABILITY, QUALITY, AND PERFORMANCE OF THE SOFTWARE. IN NO EVENT WILL LICENSOR, OR ITS DIRECTORS, OFFICERS, EMPLOYEES OR AFFILIATES, BE LIABLE TO THE END-USER FOR ANY CONSEQUENTIAL, INCIDENTAL, INDIRECT, SPECIAL OR EXEMPLARY DAMAGES (INCLUDING DAMAGES FOR LOSS OF BUSINESS PROFITS, BUSINESS INTERRUPTION, LOSS OF DATA OR BUSINESS INFORMATION, AND THE LIKE) ARISING OUT OF THE USE OF OR INABILITY TO USE THE SOFTWARE OR ACCOMPANYING WRITTEN MATERIALS, EVEN IF LICENSOR HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. LICENSOR'S LIABILITY TO THE END-USER (IF ANY) FOR ACTUAL DIRECT DAMAGES FOR ANY CAUSE WHATSOEVER, AND REGARDLESS OF THE FORM OF THE ACTION, WILL BE LIMITED TO, AND IN NO EVENT SHALL EXCEED, THE AMOUNT ORIGINALLY PAID TO LICENSOR FOR THE LICENSE OF THE SOFTWARE.

I have read the support agreement in its entirety and agree to all terms.

Customer signatures:

Physician: \_\_\_\_\_

Office Manager: (if applicable) \_\_\_\_\_

Date: \_\_\_\_\_

### Contact Information

Resource Management, Inc. 800-374-1077 8am-5pm EST  
Email: [charles@resourcemanagement.net](mailto:charles@resourcemanagement.net)