

**PC SOLUTIONS SOFTWARE DEVELOPMENT INC.**

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## **P.C. SOLUTIONS SUPPORT POLICIES**

Please take the time to read. It concerns every user of the RxDME2000 DME and DMEFREE programs.

1. **ALL Participants purchasing or using the RxDME2000 DME or DMEFREE will be required to purchase and maintain software support.** This mandatory policy is similar to support policies required by other pharmacy and DME software vendors. The Software License and software will expire (cease to function) without the Participant maintaining a paid in full Support contract. Only Active paid in full support Participants are eligible to receive software updates / enhancements.

2. Support fees are as follows:

### **RXDME20000 DME SYSTEM**

#### **RXDME20000 DME SYSTEM**

Support fee to be paid \$600.00 per year includes all purchased RxDME2000 DME standalone software and / or including modules AR/Reconcile, Batch Rental Renewal. It does not include support for Topspeed Report Writer. Electronic Modules or Clearinghouse Modules.

For the RxDME2000 DME Software only, does not include the DMEFREE software.

RxDME2000 users can receive up to 2 hours Telephone Training or On-line Training per year and up to 4 hours Telephone, Email, Fax support of software questions and issues. Additional Training and Support is billed at our usual hourly training fees. Annual renewal of support contract occurs 1 year from date of initial software contract date. Annual support services do not allow for custom report creation.

**NOTE: CUSTOM REPORT DESIGN is not included in basic support. All Report design projects will be quoted in advance of any development work for Participant approval and commitment.**

## **DMEFREE SYSTEM**

### **Hourly Support Paid in advance**

1. \$250.00 (for up to two hours telephone support) per year. During your active paid support period we provide free software enhancements, shipping charges are billed separately.
2. During the year if the 2 hour block of time is used up you will be billed for another 2 hour block of time for \$250.00 your support time period is extended for a 1 year period.. At the end of your 1 years support time period you will be rebilled to renew another 2 hour time block.
3. Support time may be used for Telephone based Training or Telephone, Email, Fax support of software questions and issues.
5. DMEFREE purpose is to be a 'front end' or Software program for entering claims for transmission to Insurance carriers (Medicare etc.) for claims processing via the PCSolutions Clearinghouse Network. PCSolutions licenses DMEFREE to users on the basis that electronic claims will be filed through PCSolutions Clearinghouse. PC Solutions reserves the right to cancel thus expire the DMEFREE software license in the event the Participant does not transmit claims to be processed. DMEFREE is not to be used as a free DME management system, it is to be used as a billing system to send claims through the PCSolutions Clearinghouse Network.

**NOTE: CUSTOM REPORT DESIGN is not included in basic support. All Report design projects will be quoted in advance of any development work for Participant approval and commitment.**

## **3. SIMPLECLAIMS.COM**

**under construction**

## **P.C. SOLUTIONS RETURN /REFUND POLICIES**

1. Because the nature of the HME software environment is so complex, PCSolutions, does not accept software returns. PC Solutions would request that if a Participant is unsure about the purchase or capabilities, the Participant request our Live Working Demo CD and use it for 30 days at no obligation or charge.
2. Within 30 days after purchase / shipment of the software the Participant may return the software unopened (including any unopened shrink wrapped product) for purchase price less a 50% stocking fee. There is no refund after 30 days.

## **P.C. SOLUTIONS SOFTWARE LICENSE AGREEMENT**

IMPORTANT- By opening the package containing the software, you indicate your acceptance of the following P.C. Solutions License Agreement.

### **SINGLE USER AND MULTI USER PRODUCTS**

This is a legal agreement between you (either an individual or an entity) and P.C. Solutions. By opening the sealed software packages and/or by using the SOFTWARE, you agree to be bound by the terms of this Agreement. If you do not agree with the terms of this Agreement, promptly return the unopened software packet(s) and accompanying items to the place from which you obtained them.

### **P.C. SOLUTIONS SOFTWARE LICENSE**

1. Grant of license. This License Agreement permits you to use one copy of the specified version of P.C. Solutions RxDME2000 DME or DMEFREE software product on a single computer.
2. Upgrades. If the Software is an upgrade, you may use or transfer the SOFTWARE only in conjunction with prior version(s) of the SOFTWARE.
3. The SOFTWARE is owned by P.C. Solutions and is protected by U.S. copyright laws and international treaty provisions. You may not copy or distribute the SOFTWARE.
4. Other restrictions. You may not rent or lease the SOFTWARE but you may transfer the SOFTWARE on a permanent basis provided you retain no copies and the recipient agrees to the terms of this Agreement. You may not reverse engineer, decompile or disassemble the SOFTWARE.
5. Limited Warranty. P.C. Solutions warrants that the SOFTWARE will perform substantially in accordance with the written materials for a period of 30 days from date of receipt.
6. No Liability for Consequential Damages. To the maximum extent permitted by applicable law, in no event shall P.C. Solutions be liable for any damages whatsoever (including without limitation, damages for loss of business profits, business interruption, loss of business information or any other pecuniary loss) arising out of the use of or inability to use the P.C. Solutions product.

**P.C. SOLUTIONS LICENSE AGREEMENT Acceptance**

PC Solutions agrees to permit PARTICIPANT to use the DMEFREE or RxDME2000 DME software to be installed at the location(s) indicated below in accordance with the provisions of the Software License Agreement enclosed with this package.

**Fees:** The fees are set forth in the following description of services and their related fees:

**The PARTICIPANT agrees to pay in full the License Fee and Support Fees plus sales or use tax. Participant agrees to pay all third party processing charges for claims processed through the PCSolutions Software.**

Authorized Signature \_\_\_\_\_

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

Participant Legal Name: \_\_\_\_\_

Business Name (if different) \_\_\_\_\_

Address: \_\_\_\_\_

City: \_\_\_\_\_ Country: \_\_\_\_\_ State: \_\_\_\_\_ Zip \_\_\_\_\_

Phone: ( ) \_\_\_\_\_ Purchase Order# \_\_\_\_\_

Installation Address (if different than above):

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**Please Sign and Return this page to:**  
**DMEFREE LLC**  
**33 TOWN FARM ROAD**  
**WOODSTOCK, CT 06281**

## CLAIMS PROCESSING SERVICES

This is the PC SOLUTIONS SOFTWARE DEVELOPMENT INC / DMEFREE LLC CLAIMS PROCESSING AGREEMENT. This AGREEMENT is made and entered into between PC SOLUTIONS SOFTWARE DEVELOPMENT INC. with an address at 33 Town Farm Road Woodstock, CT 06281, hereinafter referred to as PCSI, and the PARTICIPANT who wishes to use the electronic services of PCSI through it's PCSI CLEARINGHOUSE in accordance with PCSI's policies for services provided on the World Wide Web at [www.dmfrees.com](http://www.dmfrees.com).

NOW, THEREFORE, in consideration of the foregoing premises and the mutual covenants hereinafter set forth, the parties hereto agree as follows:

- 1. LICENSE.** Subject to the terms and conditions of this agreement, PCSI grants to Participant a non-exclusive and non-transferable right for the term of this agreement the use of the service described in this agreement. This license does not include any source code or system documentation. PCSI reserves the right from time to time in its sole discretion, without any liability to Participant, to suspend, revise, modify, or update any portion of it's software and/or services, provided, however, that PCSI shall use reasonable efforts to notify Participant of any such event with appropriate documentation and reasonable promptness.
  
- 2. FEES.** The Participant agrees to pay PCSI for each PCSI accepted claim transmitted by the Participant to the INSURANCE CARRIER at the regular published per PCSI accepted claim rate. PCSI shall furnish Participant an invoice on a monthly basis for the Per Accepted Claim Charge due for the claims transmitted during the prior month. Invoices are due and payable upon receipt or may be billed by PCSI using the Participants authorized approved credit card kept on file. PARTICIPANT shall pay a late payment charge, of the lesser of i) the maximum legally permitted rate, or ii) 2% per month of the amount of the unpaid balance of each invoice not paid in full by the due date.

The costs of any Participant systems modification and enhancements necessary for implementing the connection to the PCSI for the PCSI services are the sole responsibility of the Participant. Any new enhancements, modifications, features, modules, or products that may from time to time be announced by PCSI with respect to PCSI Clearinghouse services will be offered to Participant for use hereunder, if Participant accepts the aforementioned, Participant will be responsible for the charge, if any, imposed by PCSI therefor. Participant shall be responsible for any state, local and federal taxes applicable to the transactions set forth under this agreement, whether imposed now or later by the applicable taxing authority, even if such imposition occurs after the termination of this agreement.

**3. PCSI DELIVERABLES AND OBLIGATIONS.** PCSI agrees to process all claims in a timely manner. Edits will be applied to each claim based upon the published edit documentation of the appropriate clearinghouse and payer. If the claim passes the edits, it will be submitted electronically or on paper to the appropriate payer. PCSI agrees to receive Participants electronic claim file in the Participants approved format. PCSI may make format changes in the information received by the Participant. These format changes shall be made to conform to the payers' or clearinghouses' published documentation for claim submission. PCSI WILL MAKE NO OTHER CHANGES TO CLAIM INFORMATION RECEIVED FROM THE PARTICIPANT WITHOUT PRIOR WRITTEN CONSENT OF THE PARTICIPANT. PCSI shall provide Participant reasonable support through email, voice or fax consultation. PCSI and PCSI employees will hold all of Participant's claim and additional documentation as confidential information between the Participant, PCSI, the clearinghouse receiving PCSI's transmissions and the payer.

PARTICIPANT agrees that all data to be supplied by it and to be used by PC Solutions will be in good condition, correct, complete and in the appropriate form for processing as set forth in the applicable operations manual or directions and as may be required by government regulations or third party carrier. PARTICIPANT shall be responsible for the correctness, completeness and accuracy of all data. If any data submitted by PARTICIPANT to PC Solutions for processing is not in good condition incorrect, incomplete, not in the form provided for as set forth in the applicable operations manual directions, governmental regulation, third party carrier rules or is changed by PARTICIPANT, PARTICIPANT is still responsible to pay PC Solutions for such processing. Additionally, PARTICIPANT will hold harmless and indemnify PC Solutions against any damages to which it may become liable as a result of any such error or inadequacy in the data or data bases provided to PC Solutions from PARTICIPANT. PARTICIPANT shall keep a duplicate copy of all data supplied to PC Solutions, whether transmitted or in hard copy form. If PARTICIPANT's data is lost or incorrectly processed due to PC Solution's negligence, PC Solutions shall bear the cost of duplicating such data from PARTICIPANT's copy subject, however, to the limitation of liability set forth

**4. PARTICIPANT ACKNOWLEDGEMENTS AND OBLIGATIONS.** Participant acknowledges that it has reviewed the PCSI Deliverables and Obligations, has determined it to be satisfactory for its needs and accepts the current performance of the PCSI Services as described in said documentation as is. Participant acknowledges with respect to the PCSI services, that (a) the entity submitted to will reject any claim which fails to satisfy that entity's then current standard edits published in the entity's relevant technical specifications, and (b) each Payer has the right to reject any claim that fails to meet claims administration criteria then ordinarily employed by that Payer. Participant acknowledges that all programs, specifications and materials (including software and related documentation) supplied to Participant by PCSI hereunder (hereinafter called "PCSI Materials") are proprietary to PCSI and that PCSI retains all rights to and ownership of such Materials. Participant agrees to

protect all PCSI Materials in accordance with the means in which Participant protects its own confidential information and Participant shall not permit any claims, liens, or encumbrances to be created against such Materials. Participant shall not make or permit others to make copies or modifications to software and documentation supplied by PCSI to Participant. Participant agrees to maintain security passwords for transmissions to the PCSI Clearinghouse or Website on a confidential basis to control access by unauthorized personnel. Participant shall make no representations or warranties to any other entity with respect to the PCSI Services.

- 5. REPRESENTATIONS AND WARRANTIES.** PCSI represents and warrants that the PCSI Services shall perform in a reasonable manner in accordance with the specifications set forth in the PCSI Service documentation. In the event that a documented and reproducible flaw is discovered, PCSI's sole responsibility shall be to use all reasonable efforts to correct such flaw in a timely manner. The above warranty does not apply to any media or documentation which has been subjected to damage or abuse or to any claim resulting from changes in the operating characteristics of computer hardware or computer operating systems which are made after the release of the applicable PCSI Services or which resulted from problems in the interaction of any software with non-PCSI software or from an event in Section 6 below.
- 6. LIMITATION OF LIABILITY.** PCSI'S ONLY WARRANTIES ARE THOSE SET FORTH IN ARTICLE 5 OF THIS AGREEMENT AND PCSI EXPLICITLY DISCLAIMS ALL OTHER WARRANTIES, INCLUDING WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR USE. IN NO EVENT SHALL PCSI BE LIABLE FOR INCIDENTAL, CONSEQUENTIAL, OR SPECIAL DAMAGES AND ANY CLAIM NOT PRESENTED WITHIN ONE YEAR SHALL BE DEEMED WAIVED. PCSI'S LIABILITY UNDER THIS AGREEMENT SHALL IN NO EVENT EXCEED THE AGGREGATE NON-REFUNDED AMOUNT PAID BY PARTICIPANT HEREUNDER DURING THE SIX MONTHS PRECEDING PARTICIPANT'S CLAIM. Neither party will be responsible for delays or failures in performance resulting from acts beyond its control, including, but not limited to, acts of nature, governmental actions, fire, labor difficulties or shortages, civil disturbances, transportation problems, interruptions of power supply or communications, or natural disasters provided such party takes reasonable efforts to minimize the effect of such acts or events.
- 7. TERM AND RIGHTS UPON TERMINATION.** This agreement will be effective for a period of one year from the Accepted Date. If neither party has notified the other at least 30 days before the end of the first one-year period of its intention not to renew this agreement, this agreement will be automatically renewed for a renewal period of one year. Either party shall have the right to terminate this agreement upon 30 days written notice via USPS certified mail or Internet confirmed email. PCSI shall have the further right to terminate this agreement effective immediately upon the occurrence of any of the following events: (a) Upon notice by PCSI to Participant that PCSI is no longer offering or providing support for the applicable Service or

Software; (b) In the event that the Participant fails to pay a submitted invoice for services rendered; (c) In the event Participant fails to use the latest release of applicable Software. Upon termination, Participant shall promptly cease all use of the affected Service or Software and, at Participants expense, cause to be returned to PCSI, all PCSI Materials provided by PCSI with respect to terminated Services or Software.

8. **GENERAL.** Each party shall comply with any applicable law or industry practice and shall secure any authorization required by applicable law, industry practice or otherwise in connection with the aspect of the claim submission process for which it is responsible under this agreement. Each party shall retain in confidence the terms of this agreement and any and all confidential or proprietary information regarding the other party or the PCSI Services transmitted by the other party that is marked "Confidential" (all of which are hereinafter called "information"). Each party shall make no use of Information except pursuant to the terms of this agreement. Information shall be protected by each party in the same manner as such party then protects its own confidential Information, and such Information shall not be disclosed to any person other than one for whom such knowledge is essential for the purposes of this agreement, and then only to the degree such disclosure is so essential. This provision shall survive the termination or expiration of the agreement. No representations have been made to induce either party to enter into this agreement except for the representations explicitly stated in this agreement. This agreement supersedes all prior or contemporaneous agreements of intent of understanding and is the entire agreement between the parties with respect to its subject matter. This agreement is governed by the laws of the State of Connecticut and the parties hereby consent to the jurisdiction of such State as the exclusive forum for litigating any dispute arising out of this agreement or out of its subject matter.

**PC Solutions Processing SERVICES ELECTION**

Please complete and return this form to PCSI to elect services:

**Third Party Billings (“TPB”) Services:** PC Solutions provides the PCSolutions ClaimsProcessing system with the ability to capture third party claims on a batch basis (daily or weekly). Claim data will be consolidated by PC Solutions and transmitted to respective Payors in the manner and time as established by the Payors. Claim reimbursement will be made by Payors.

Mark (X) your election please:

**BATCH CLAIM SUBMISSION**

Participant agrees to a Fee per claim of \$.65, for TPB services for electronic claims Where a claim is defined as one complete HCFA form electronically filed with upto 6 service lines, CMN and / or Narrative.

Participant agrees to a Fee per claim of \$1.00, for TPB services for paper claims mailed back to Participant

Participant agrees to a Fee per claim of \$1.00, for TPB services for paper claims mailed to insurance carrier (payor)

There is a 20 claim minimum per month, making the minimum month charges \$13.00.

**ONLINE ADJUDICATED SUBMISSION**

Participant agrees to a Fee per claim of \$.65, for TPB services for an online electronic claim. Where a claim is defined as one service line on a HCFA 1500 form.

Participant agrees to a Fee per claim of \$.65, for TPB services for REJECTED electronic claims

Participant agrees to a Fee per claim of \$.65, for TPB services for each electronic CMN submitted, there is no charge for Rejected CMN’s.

Participant agrees to a Fee per claim of \$.65, for TPB services for each electronic Narrative submitted, , there is no charge for Rejected Narratives.

By authorizing below with your signature PC solutions will provide third party claim processing services in accordance with its standard procedures and per transaction charges as established.

**PRICES QUOTED DO NOT INCLUDE TAX OR FREIGHT CHARGES**

Authorized Signature \_\_\_\_\_

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

Participant Legal Name: \_\_\_\_\_

Business Name (if different) \_\_\_\_\_

Address: \_\_\_\_\_

City: \_\_\_\_\_ Country: \_\_\_\_\_ State: \_\_\_\_\_ Zip \_\_\_\_\_

Phone: ( ) \_\_\_\_\_ Purchase Order# \_\_\_\_\_

Installation Address (if different than above):

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

ACCEPTED BY: \_\_\_\_\_ DATE \_\_\_\_\_  
PC SOLUTIONS SOFTWARE DEVELOPMENT INC

If you are using DMEFree or PCSolutions for clearinghouse claims processing services  
please sign this agreement and mail to:

**DMEFREE LLC**  
**33 TOWN FARM ROAD**  
**WOODSTOCK, CT 06281**