



# Cypress Software, Inc.

## Software Maintenance Agreement

### Monthly Software Maintenance (Retail Stores Only)

Cypress Software, Inc. (CSI) Monthly Software Fee defined in Exhibit A herein attached includes the following:

- Daily Price Updates
- Daily Monograph and Drug Interaction Updates
- CSI Pharmacy Software Updates
- Daily Drug Images and Imprints Updates
- Help Desk Phone support during defined hours herein.
- After Hours Emergency Call Return Service

**NOTE:** Additional On-Site Training, Special Program Requests, On-Site, Technical Support, Electronic Claim Submission, Electronic Prescribing Transmission Fees and Emergency On-Site Technical Support are not included in this contract.

On-Site Technical Support and Programming fees may be waived, if CSI deems such services to be necessary and essential to aiding in proper Help Desk support. The waiving of such fees is left entirely to the discretion of CSI. Otherwise, all above listed additional services including all travel times and expenses, will be billed to your account in the amount of \$150.00 per hour with full payment expected as of the date listed on the billing statement/invoice.

### Pharmacy Concierge Hours of Operation

*Monday - Friday*

6:00 AM - 6:00 PM PST

*Saturday*

7:00 AM - 1:00 PM PST

### Emergency Call Return Service

*Daily after the hours defined above.*

The exceptions to the above are Christmas Day, New Year's Day, Thanksgiving Day, Memorial Day, Independence Day and Labor Day.

### After Hours Support

Unless otherwise arranged and/or agreed upon, general questions and support should be conducted within help desk hours of operation as defined above.

### Networking Policy

There will be a fee of \$25.00 per computer charged for configuring existing Windows 10 or higher computers. Other operating systems are currently not supported. This contract does not include the installation of network cabling or configuration in any way. Network cable installation should be done prior to the install of CSI.

**Billing and Payment of Invoices:** All invoices are due upon receipt with payment expected promptly. If payment becomes past due greater than 60 days, CSI reserves the right to disconnect all data connectivity.

### Cancellation of Services

If either CSI or the pharmacy indicated below choose to cancel services, a 60-day notification must be provided. If the software license expires or is terminated by either Party, CSI agrees to provide licensed pharmacy with electronic access to all prescription drug order files, including refill information and patient medication records, for transfer to a separate licensed pharmacy and for record retention as required by most state pharmacy rules and regulations. This data will be maintained and made available to the pharmacy for no more than ninety (90) days after expiration or termination as



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described above. All data provided will be in the CSI proprietary format with all agreed upon data export modifications billed at \$150.00 per hour.

## Software License Payment Terms

A non-refundable deposit of one-third (1/3) the quoted amount is due upon agreeing to, the signing of and returning the CSI provided quote and other applicable documents, with the remaining balance due seven (7) days prior to the agreed upon installation date.

## Monthly Payment Terms

All invoices are due upon receipt unless otherwise negotiated. Payments not received within sixty (60) days will be considered overdue which may result in temporary loss access to Cloud data connectivity including but not limited to; All patient data, claim adjudication and ERX processing.