

CYBERNET SYSTEMS CORPORATION

MEDSTAR SERVICE AGREEMENT for MED Members

ENTIRE AGREEMENT

This Agreement and Cybernet's Terms and Conditions of Sale constitutes the entire agreement between Cybernet and Customer (defined at the end of this agreement) regarding MedStar Server Services. Cybernet reserves the right to modify the terms of this Agreement by giving thirty (30) days written notice to the Customer.

TERM

Services under this Agreement shall commence on the day MedStar units are received by the Customer and shall continue until terminated by either party upon giving thirty (30) days written notice to the other party.

THE SERVICES

Cybernet agrees to provide MedStar Server Services as follows:

1. Receipt of communications from MedStar and/or PALStar Units.
2. Storage of data from MedStar and/or PALStar Units in a secure manner at Cybernet for the time in which this Agreement is in effect, and for two (2) calendar years following its expiration or termination.
3. Access to data from MedStar and/or PALStar Units, via Cybernet's Internet Medical Database, by Customer or their designees¹ only, via secure Internet-based web browsers. Cybernet will continue to hold backups of all data for the duration of this agreement plus a period of two (2) years.

Medical supervision of data is *not* provided by Cybernet.

PAYMENT

For services to be rendered on behalf of Customer by Cybernet for the duration of this Agreement, Customer will pay Cybernet according to the pricing specified in the attached price list.

Additional Provisions:

To initiate this agreement the MED member will purchase at least one kit for demonstrating the technology to prospective clients.

For all services, payment is due thirty (30) days from bill date upon credit approval.

If payment is not made within the thirty (30) days, the Customer will be notified that their services may be placed on hold until the entire payment has been made. During any optional grace period and potential on-hold status, Cybernet will continue to hold backups of all data for the duration of this agreement plus a period of two (2) years.

RELATIONSHIP BETWEEN THE PARTIES

Cybernet and Customer are independent of one another and neither has the authority to bind the other to any third person or otherwise. Cybernet and Customer shall indemnify and hold each other harmless for any injuries or damages caused to any third person or party by the negligence or intentional act of the other contracting party.

LIMITATION OF LIABILITY

CYBERNET AND THEIR DISTRIBUTORS SHALL HAVE NO LIABILITY TO CUSTOMER OR ANY THIRD PARTY FOR LOSS OF PROFITS, LOSS OF USE OR INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES, WHETHER BASED IN CONTRACT, TORT, STRICT LIABILITY, OR ANY OTHER THEORY OR FORM OF ACTION. IN NO EVENT SHALL THE LIABILITY OF CYBERNET AND THEIR DISTRIBUTORS ARISING FROM THE USAGE OF THE MEDSTAR SERVICES EXCEED THE ACTUAL AMOUNT PAID BY CUSTOMER FOR ALL OR ANY PORTION OF THE MEDSTAR SERVICES.

¹ 'Designees' can include management staff, physicians, nurses, other healthcare professionals and patients.

CONFIDENTIALITY

Cybernet, its agents and employees (collectively, "Contractor") acknowledge that it may have or obtain access to confidential protected health information ("PHI", as defined as *Health Information* in 45 CFR § 160.103), including, but not limited to, individually identifiable health information. Contractor and Customer agree that they (a) will not use or further disclose PHI other than as permitted by this Agreement or required by law; (b) will protect and safeguard from any oral and written disclosure all confidential information regardless of the type of media on which it is stored (e.g., paper, fiche, etc.) with which it may come into contact; (c) use appropriate safeguards to prevent use or disclosure of PHI other than as permitted by this Agreement or required by law; (d) will ensure that all of its subcontractors and agents to which it provides PHI pursuant to the terms of this Agreement shall agree to all of the same restrictions and conditions to which Contractor and Customer are bound; (e) will report to each other any unauthorized use or disclosure immediately upon becoming aware of it; (f) make available PHI to Customer in accordance with 45 CFR §164.254; (g) make available PHI to Customer for amendment and incorporate any amendments to PHI in accordance with 45 CFR § 164.526; (h) make available to Customer the information required to provide an accounting of disclosures in accordance with 45 CFR § 528; (i) make its internal practices, books and records relating to the use and disclosure of PHI received from, or created or received by one party on behalf of the other available to the Secretary of Health and Human Services, governmental officers and agencies for purposes of determining compliance with 45 CFR §§ 164.500 - 534; (j) upon termination of this Agreement, for whatever reason, it will return or destroy all PHI, if feasible, received from, or created or received by it on behalf of Customer which Contractor maintains in any form, and retain no copies of such information, or if such return or destruction is not feasible, to extend the precautions of this Agreement to the information and limit further uses and disclosures to those purposes that make the return or destruction of the information infeasible; and (k) will comply with all applicable laws and regulations, specifically including the private and security standards of the Health Insurance Portability and Accountability Act of 1996 ("HIPAA"), as amended from time to time. Contractor and Customer recognize that any breach of confidentiality or misuse of information found in and/or obtained from records may result in termination of this Agreement and/or legal action.

TERMS OF MASTER AGREEMENT

The appropriate terms of the Master Distributor Agreement entered into with the MED Group shall also be applicable to this agreement. It is understood that the Master Distributor Agreement with the MED Group confers special benefits and pricing to the MED member.

GOVERNING LAW

This Agreement shall be governed by the laws of the State of Michigan. Any dispute concerning this Agreement shall be settled by binding arbitration in Ann Arbor, Michigan and conducted under the Commercial Arbitration Rules of the American Arbitration Association.

CUSTOMER

Company Name: _____

Signed: _____

Print Name: _____

Title: _____

Date: _____