**Introduction**

MyCareWare provides software used by health care professionals (“Customer”) to perform healthcare assessments and monitor patient wellness; and, maintains a database of the testing results that can be downloaded or accessed via a proprietary network on the internet or via the practice’s electronic medical record system.

The software and its output are not to be perceived as or relied upon as medical or mental health advice; nor used as a substitute for professional medical advice, diagnosis or treatment that can and should be provided by a patient’s licensed or registered health care professional.

This agreement summarizes the terms and conditions for use of the MyCareWare Platform and for accessing the database of patient results.

**Agreement**

1. MyCareWare will provide:
   1. The server hardware, Software, and services necessary to operate the MyCareWare Platform.
   2. Patient record retention for a minimum of 30 days after cancellation of the relationship with the physician or practice. MyCareWare recommends that practices upload a copy of the patient results letter to the EMR on the same day as services are rendered.
   3. Training about how to use the software and best practices about integrating the software into Customer workflow.
   4. Products and services compliant with Medicare requirements.
   5. Assistance as needed during business hours.
2. Customer will provide:
   1. Peripheral Devices such as desk-top computers or tablets, printers, access to the internet with minimum upload speed of 2.0, access to the Google Chrome browser, and staffing, as needed, to operate the MyCareWare Platform.
   2. Payment of subscription and other services via payment gateways provided on the MyCareWare platform.
3. Customer agrees that it is solely responsible for claims coding submitted to Medicare and/or Medicare Advantage companies, as explicitly required by Medicare. MyCareWare provides remittance advice based on data entered by the Customer or its authorized users but does not verify coding on a per patient basis.
4. Either party may terminate at will.
5. Should the need arise, all lawsuits must take place in Texas.
6. If you take MyCareWare to court, and you lose, you will pay MyCareWare’s legal fees and court costs.
7. Customer and MyCareWare mutually agree to follow all applicable laws.
8. Each party represents that it is not now, and at no time has been, excluded or debarred from participation in any U.S. federally-funded healthcare program.
9. MyCareWare retains ownership of all intellectual property rights in the software.
10. Customer & its authorized users will not copy, distribute, decompile, or reverse engineer the Software or documentation.
11. Customer agrees to pay its applicable nonrefundable:
    1. startup fees (if applicable)
    2. subscription fees in advance of services rendered
12. If payments due are not made or not remedied within 10 days, services will be cut off effective immediately unless extenuating circumstances have been discussed and previously approved by MyCareWare in writing.
13. If any term in this agreement is ruled unlawful, the rest of the agreement still applies.