Acute Care Support and Maintenance Terms

The following terms and conditions shall apply to Clients that purchase Support and Maintenance Services for Covered Products:

1. **Defined Terms**. Capitalized terms used in these Support and Maintenance Terms have the meanings set out below. Other capitalized terms are defined in context or have the meanings set out in the Master Agreement, STCs, or EULA.

   1.1. "**Application Programming Interfaces**" or "**APIs**" means a set of routines, data structures, object classes, communication protocols, or other elements that enable the interoperability or exchange of information between Software components.

   1.2. "**Business Days**" means Monday through Friday, excluding Federal holidays.

   1.3. "**Business Hours**" means 8:00 AM to 5:00 PM (Central Standard Time) during Business Days.

   1.4. "**Covered Products**" means those Products for which Client is eligible to receive Support Services during the Support Term.

   1.5. "**Client Production Environment**" is the Client setting where the Software and other Products are actually put into operation for their intended uses by the Client. The Client's Production Environment shall be considered the real-time setting where Software is run and Hardware setups are installed and relied on for the Client's commercial daily operations.

   1.6. "**Client Test Environment**" is the functional computer and/or systems platform where the Client creates a test-environment to execute test scenarios and user assessment ensuring the stability of Software prior to transitioning full deployment to the Production Environment.

   1.7. "**Customizations**" means any Software, code, or other materials that Seller develops specifically for Client pursuant to a statement of work. Unless otherwise set out in a statement of work, Seller shall own all right, title, and interest to Customizations and any Intellectual Property Rights embodied therein.

   1.8. "**Error**" means a failure of an unmodified version of a Covered Product to materially conform to the related Documentation. Errors are categorized and prioritized pursuant to Section 2.7.2 (Prioritization).

   1.9. "**Error Correction**" means a modification or addition that, when made or added to the Covered Products either: (i) removes the Error; (ii) otherwise establishes material conformity of the Covered Product with the related Documentation; or (iii) constitutes a procedure or routine that, when observed in the normal course of operation of the Covered Product, eliminates the adverse effect of the Error without material loss of performance.

   1.10. "**Knowledgebase**" means the online portal through which Seller provides the following to eligible customers: (i) software downloads; (ii) Documentation; and (iii) other related resources.

   1.11. "**Release**" means a subsequent revision of a Covered Product consisting of Software (including Software included in any Hardware product), denoted by a change to the left (a "**Major Release**") or right (a "**Minor Release**") of the revision number decimal point (x.y).

   1.12. "**Support Fees**" means the fee for support and maintenance services as set forth in the Agreement.

   1.13. "**Support Ticket**" means a request by Client for support to address an Error.

   1.14. "**System**" multiple Products installed at a Client Facility to provide a complete business solution.

1.15. "**Two (2) Step Upgrade Process**" means when a Client initially upgrades its Client Test Environment or sandbox and then develops a plan to complete full upgrade execution in its Client Production Environment.

1.16. "**Update**" means additions, enhancements, security patches, Releases, and other updates that Seller develops in connection with Product. The term "Update" expressly excludes Customizations and any additions, enhancements, Releases, or other updates to Product for which Seller charges a separate fee in order to access or use such addition, enhancement, Release, or other update.

1.17. "**Workaround**" means a temporary bypass, procedure, or routine that eliminates or materially reduces the effect of the Error. The term "Workaround" expressly excludes Error Corrections.

2. **Description of Support Services**. Subject to Client's payment of the Support Fees, Seller shall, during the Support Term, provide the following support services for Covered Products (collectively, the "**Support Services**"):

2.1. Scope of Support Services. The Products eligible for Support Services will be set out in the Client Quote. Client shall issue a Purchase Order to purchase Support Services for Covered Products. During the Support Term, Seller shall provide Support Services for all Covered Products.

2.2. Support Service Access. Except as otherwise set out herein, Seller will provide Support Services to Client, and Client shall be entitled to seek Support Services, via telephone and/or through Seller's online support website (www.securitashealthcare.com/connect/support). Client will also be provided with user credentials that will allow it to access an online portal through which Client can: (i) report Errors by creating Support Tickets; (ii) track the status of applicable Support Tickets; (iii) download available Updates, Error Corrections, and support information; and (iv) access other resources that Seller may make available from time-to-time and in its sole discretion (e.g., Knowledgebase, FAQs, support papers, and application notes).

2.3. Client Right to Updates.

    2.3.1. Right to Receive Updates. With respect to Covered Product, Client is entitled to all Updates that Seller makes generally available to its customer base in connection with the Support Services. Client agrees that (i) Client's right to receive Updates (if any) does not include the right to receive any third-party hardware, software, or other materials necessary to utilize the available Update, and (ii) nothing herein shall be interpreted as obligating Seller to develop or otherwise create Updates.

    2.3.2. No API Integration. Certain Products may allow Client to develop its own custom integrations using APIs (each, a "**Client Integration**"). Although Seller may attempt to minimize changes to APIs in connection with Updates (including Releases), in no event shall Seller be obligated to assist Client in updating or otherwise correcting Client Integrations that are impacted by changes (including API changes) provided via an Update. Seller may provide support services (including, training, consulting, or development services) relating to API changes pursuant to a statement of work.

2.4. Production Environment Upgrades; Limitations.

    2.4.1. Production Environment Upgrades. Seller's Product allows clients to upgrade their infrastructure; however, before any Update on the System or any system that integrates with the System, the Client must consult with Seller to verify that Seller's Product is compatible with the requested change. In case of Sy stem outage because the Client did not follow the recommendation above, Client will have to purchase additional services to fix Client's System.

Seller shall provide support for Client upgrades of its Client Production Environment pursuant to the following process: (i) Client contacts the Seller support team and requests an upgrade; (ii) the Seller support team works with the Client to plan the upgrade and to develop a schedule for providing the upgrade; (iii) the Seller support team shall implement the upgrade; and (iv) the Seller support team shall handle any issues that arise during or after the upgrade that relate to Seller's provision of the upgrade.

2.4.2. <u>Two Step Upgrade Process</u>. If Client maintains a Client Test Environment, then Seller's support for Client upgrades of its Client Production Environment shall be provided pursuant to the following process: (i) Client must replicate the then-current Client Production Environment in the Client Test Environment; (ii) Client downloads Software from the Knowledgebase; (iii) Seller makes itself available to clarify upgrade instructions provided via the Documentation; and (iv) Client follows the upgrade instructions and executes the upgrade. The Seller support team is available to plan and perform the upgrade procedures for the Client Test Environment, which shall be subject to an additional fee at Seller's then-current standard hourly rate. Seller shall provide additional support to Client if an attempted upgrade of the Client Production Environment pursuant to this Section 2.4.2 (Two Step Upgrade Process) either (a) fails despite Client's strict compliance with the available upgrade procedures set out in the Documentation, or (b) material issues are discovered while testing the upgrade in the Client Test Environment; provided, however, that Seller shall have no obligation if it determines that the Client Test Environment is not an exact replica of the Client Production Environment.

2.4.3. <u>Exclusions for Client Maintenance</u>. Seller's provisions of Support Services pursuant to this Section 2.4 (Production Environment Upgrades; Limitations) does not include support services necessary to address Errors attributable to a change in the Client Production Environment (or Client Test Environment) that is not performed by Seller. Seller encourages Client to contact Seller before Client makes any change to the Client Production Environment that could impact the Covered Products.

2.5. <u>eLearning</u>. If Client registers through the Seller's online portal, then it shall have access during the Support Term to the online Seller university, through which Client can access resources and information about the Covered Product.

2.6. <u>Named Contacts</u>. Client shall designate two (2) full-time employees as contacts: (i) one primary contact, and (ii) one backup contact (each, a "**Named Contact**"). The Named Contacts shall serve as the sole points of contact between Client and Seller with respect to Support Services. Each Named Contact must successfully complete Seller's then-specified "Required Training for Named Contacts" that Seller makes available to such Named Contacts. Seller shall have the right to designate replacement Named Contacts during the Support Term; provided, however, that no transfer shall occur unless the other individual has completed the required training. Client may add up to three (3) additional Named Contacts for an additional fee. By way of clarification, and not limitation, in no event shall Seller have any obligation to respond to any requests for Support Services unless such request is made by a Named Contact.

2.7. <u>Support Tickets</u>.

2.7.1. <u>Support Ticket Creation</u>. Seller shall confirm its receipt of a support request from a Named Contact pursuant to Section 2.2 (Support Service Access) by logging and tracking such report using an incident tracking system (each, a "**Support Ticket**").

2.7.2. Prioritization. Seller shall assign each Support Ticket to a Seller technical support engineer (each, a "**TSE**"). The TSE shall classify each Support Ticket, based on her or his review of the Support Ticket and feedback from the Named Contact, as follows:

Error Priority	Error Conditions
Priority 1 – Critical	Covered Product is completely non-functional or inoperative, and essential business functions of the Covered Product is completely unavailable.
Priority 2 – High	Essential business functions of the Covered Product are significantly disrupted, though the Covered Product is not completely unusable.
Priority 3 – Medium	Non-essential business functions of the Covered Product are disrupted, or the Covered Product (including essential business functions) is functioning in a degraded state that does not materially and regularly disrupt business operations.
Priority 4 – Low	The Covered Product is suffering from cosmetic Errors or reported Errors have an insignificant effect on the Covered Product (either functioning on an as-is basis or through a Workaround). Priority 4 is also used for general user inquiries.

Notwithstanding anything to the contrary, Seller shall have the right to reclassify the Error priority levels (and associated Response Goals) set out in a Support Ticket to the extent that Workarounds are provided that cause the Error severity to decrease.

2.7.3. Response Goals. The TSE shall use good faith efforts to respond to Support Tickets in accordance with the following timeframes (each a "**Response Goal**"):

Error Priority	Response Goal
Priority 1 – Critical	Two (2) hours.
Priority 2 – High	Four (4) Business Hours.
Priority 3 – Medium	One (1) Business Day.
Priority 4 – Low	Five (5) Business Days.

Each Response Goal measures the difference in time between (i) when the Named Contact created a Support Ticket, and (ii) when a TSE commences her or his attempt to resolve the reported Error. Client agrees that (a) Seller's ability to meet a Response Goal is contingent upon Client's compliance with its obligations set out in Section 3 (Support Conditions), and (b) the Response Goals measure a TSE's commencement of her or his attempt to resolve a reported Error and are not a timeframe for the Seller's provision of an Error Correction.

2.7.4. Client Cooperation. Seller's obligation to provide Support Services is conditioned upon: (i) Client's reasonable effort to resolve the Error after communication with the TSE; (ii) Client's prompt provision of all other documentation, information, and assistance that the TSE reasonably requests; (iii) Client's provision to the TSE of sufficient detailed information and resources to correct the Error, including the provision of Remote Access; (iv) Client's prompt installation of all provided Error Corrections or Workarounds; and (v) Client's procurement and installation and maintenance of all hardware necessary to operate the Covered Products.

2.8. TSE Response; Escalation.

2.8.1. TSE Response; Error Correction. Upon receipt of a Support Ticket, the assigned TSE shall review the identified Error and obtain from the Named Contact any additional information necessary to address the Error. The TSE shall then work in good faith to provide an Error

Correction or other information addressing the Error. Error Correction may, in the TSE's reasonable discretion, take the form of a written or telephonic response to Error, the provision of an Error Correction either directly (or as part of a subsequent Release or Update) or a Workaround, supplementary documentation, logging into the Client Production Environment to troubleshoot an issue, a Workaround, or other correctional aids. By way of clarification, and not limitation, Client acknowledges that it may not receive an Error Correction to an Error until Seller develops a general Release that addresses the specific Error.

2.8.2. <u>Proactive Escalation</u>. If the initial TSE is unable to resolve an Error reported in a Support Ticket, then the initial TSE shall escalate such Support Ticket to a senior TSE (each, a "**Tier 2 TSE**"). If the Tier 2 TSE cannot resolve the reported Error, then the Tier 2 TSE shall escalate the Support Ticket to the Seller's Engineering and/or Product Marketing groups. In this event, the assigned TSE will retain responsibility for all communication with the Client regarding the Support Ticket.

2.8.3. <u>Client Escalation</u>. For Support Tickets involving Errors with a Priority 1 or Priority 2 rating, if Client reasonably determines that there is a performance issue in connection with the response provided by Seller's initial TSEs, then Client may request escalation of such Support Ticket to a Tier 2 TSE. If such Error is still not resolved, then Client may escalate the Support Ticket for such Error to Seller's Technical Support Manager. If such escalation does not resolve the Error, then Seller may then escalate the Error to its Vice President of Professional Services. Client shall not have the right to escalate Errors with a Priority 3 or Priority 4 rating.

2.9. <u>Defective Hardware Exchange</u>.

2.9.1. <u>Support for Hardware under Warranty</u>.

2.9.1.1. <u>Exchange Process for Hardware</u>. Support Services for Covered Products consisting of Hardware that is under warranty includes the following: (i) for defective Hardware located within North America, exchange within ten (10) Business Days of Seller's receipt of such defective Hardware, and (ii) for defective Hardware located outside of North America, exchange to the port of entry of the country that the Hardware is located within ten (10) Business Days of Seller's receipt of such defective Hardware.

2.9.1.2. <u>Expedited Exchange for Certain Hardware</u>. For Hardware Errors with a Priority 1 rating, Seller will use its good faith efforts to ship an advanced replacement piece of Hardware within twenty-four (24) hours of Seller's receipt of an applicable Support Ticket; provided, however, that Client ships the defective Hardware immediately upon the later of (i) the discovery of the Error, and (ii) Client's receipt of replacement Hardware. If Client does not timely return the Hardware, or if upon inspection by Seller the Hardware is not defective, or the damage/defect is not from a warranted cause, then Client shall pay Seller for the replacement Hardware and all associated shipping costs for the advanced replacement.

2.9.1.3. <u>Fees for Shipping Hardware</u>. Client shall be responsible for costs to ship defective Hardware from its facilities to Seller's headquarters, and Seller shall be responsible for the return shipment of replaced Hardware to the facility from which the defective Hardware was shipped. Client shall be responsible for any import fees, duties, and taxes, associated with the Support Services provided pursuant to this Section 2.9 (Defective Hardware Exchange), including all amounts associated with shipping Hardware.

2.9.2. <u>Support for Hardware not under Warranty</u>. Seller may provide support services for defective Hardware that is not under warranty. If Client wishes to receive support services for defective Hardware that is not under warranty, then Client shall ship (at its sole costs) such defective Hardware to Seller. Upon receipt of such defective Hardware, Seller shall diagnose the defective Hardware to determine the cause of the Error and the corrective action. Client will be contacted for Client's approval before proceeding to correct any identified defects. Replacement parts and products will be either new or like-new.

2.9.3. <u>Replacement Hardware</u>. Replacement Hardware provided pursuant to this Section 2.9 (Defective Hardware Exchange) shall be, in Seller's sole discretion, replaced with new or like-new Hardware.

3. **Support Conditions**.

3.1. <u>Supported Releases</u>. Seller shall only provide Support Services for the then-current version of the Covered Product and its immediately preceding Release. Notwithstanding the preceding sentence, Seller shall provide Support Services for any Release of a Covered Product for a minimum period of twelve (12) months from the date on which the Release was made generally available.

3.2. <u>Supported Configurations</u>. Seller shall include with each Release a list of supported configurations for such Release (the "**Configuration List**"). The Configuration List shall identify hardware platforms, operating systems, database versions, and other third-party software products required for the use of such Release. Seller shall have no obligation to provide Support Services for any Covered Product that is not being used in compliance with the Configuration List. A current list of supported configurations can be obtained by contacting the Seller Support Center.

3.3. <u>Reproducible Errors</u>. Support Services are limited to reproducible Errors that Client can demonstrate to Seller in the latest Release of such Covered Product. Such reproducible Errors must be reproduced in an unaltered Covered Product that is using the proper hardware configuration and otherwise in full compliance with its applicable Documentation. Subject to Client's compliance with Section 3.4 (Remote Access), Seller shall use commercially reasonable efforts to reproduce Errors in connection with its resolution of a Support Ticket.

3.4. <u>Remote Access</u>. Seller's provision of Support Services is conditioned upon Client's provision (at its sole cost) of VPN remote access or similar level internet-based access to Client's computer systems and network (the "**Remote Access**"). Seller will comply with Client's reasonable written Remote Access guidelines that are provided to Seller prior to its provision of Support Services. Client agrees that its failure to provide Remote Access (i) may significantly increase time and fees necessary to resolve an Error and additional fees, and (ii) certain Support Services may not be available to Client if Client does not provide Remote Access.

3.5. <u>Support Issues Not Attributable to Seller</u>. Seller shall not provide Support Services for Errors (1) related to: (i) improper installation of Products by non-Seller personnel; (ii) use of Products in a manner deviating from the associated Documentation; and (iii) Errors caused by Client's: (a) negligence; (b) hardware malfunction; or (c) third-party software; or (2) arising any time during which Client has not paid the applicable Support Fees when due. If Seller provides Support Services despite the presence of any exceptions set out in the preceding sentence, then Client shall reimburse Seller for such Support Services at Seller's then-current time and materials rate.

3.6. <u>Support Service Exclusions</u>. Notwithstanding anything to the contrary, Support Services shall not include:

3.6.1. <u>In-Depth Training</u>. Seller shall not provide Support Services that consist of training. By way of clarification, and not limitation, if the resolution of an Error included in a Support Ticket would consist of an extensive discussion or explanation of basic system usage and/or topics covered in Seller's training classes, then Seller shall have no obligation to provide such discussion.

3.6.2. <u>Customization Assistance</u>. Certain Products may enable customization using the unique customization tools provided within such Products or using another Product. Client shall not customize or otherwise modify any Covered Product except to the extent that such customization or modification is explicitly permitted and intended by the Product's functionality (each, a "**Permitted Modification**"). If Client modifies or customizes a Product other than as a Permitted Modification, then Seller shall have the right, in its sole discretion to terminate: (i) any remaining warranty applicable to the Covered Product; and (ii) some or all of Seller's obligations under these Support and Maintenance Terms. Support Services do not include assistance in developing, debugging, testing, or any other application customization for modifications made by Client, even if such modification or customization constitutes a Permitted Modification (the "**Modification Services**"). Modification Services may be available to Client at an additional fee pursuant to a statement of work.

3.6.3. <u>Assistance on Third Party Products</u>. Seller shall have no obligation to provide Support Services relating to Errors that are attributable to third party products, or the installation, administration, and use of enabling technologies such as databases, computer networks, and communications systems that are not provided by Seller (the "**Third Party Product Services**"). Third Party Product Services may be available to Client at an additional fee pursuant to a statement of work.

3.6.4. <u>Client's Environment Issues</u>. Seller shall have no obligation to provide Support Services relating to Errors that are attributable to the Client Production Environment (the "**Environment Services**"), and Seller's sole obligation shall be to notify Client if an Error is attributable to the Client Production Environment. Environment Services may be available to Client at an additional fee pursuant to a statement of work.

3.6.5. <u>Client Production Environment</u>. Seller shall have no obligation to provide Support Services for Errors that arise outside of the Client Production Environment. By way of clarification, and not limitation, in no event shall Seller be obligated to provide Support Services for Errors relating to the use of Covered Products in a Client Test Environment.

3.6.6. <u>Onsite Technical Support</u>. Seller's provision of onsite support services is not part of the Support Services. If Client requires onsite technical support, Client is responsible for contracting for such support services with Seller's certified Authorized Service Provider.

4. **Support Term and Renewal**.

4.1. <u>Support Services Term</u>. The Client Quote shall set out the initial term of these Support and Maintenance Terms for each Covered Product (the "**Initial Support Term**"). In the absence of an Initial Support Term referenced in the Quote, the Initial Support Term shall be for a period of one (1) year commencing upon (a) for new System installations, the completion of installation of the System, and (b) in all other cases, the order date. Upon conclusion of the Initial Support Term or then-current Support Term (as the case may be), Seller will provide Client with a Client Quote for additional Support Terms, which shall be accepted by Client when it provides Seller with a Purchase Order for such additional Support Terms (each, a "**Renewal Support Term**"). The Initial Support Term and any Renewal Support Term(s) are collectively referred to herein as the "**Support Term**".

4.2.	Support Services Reinstatement. Client shall not be entitled to Support Services if (a) Client fails to pay the Support Fees in full when due and owing, or (b) Client elects not to renew these Support and Maintenance Terms pursuant to Section 4.1 (Support Services Term) (each, a "**Suspension Condition**"). Client shall have the right, subject to Seller's agreement, to reinstate Support Services following the occurrence of a Suspension Condition if Client first pays to Seller: (i) a reinstatement fee equal to twenty percent (20%) of the then-current Support Fee; (ii) the amount of unpaid or refunded Support Fees for the period during which Client was not receiving Support Services; and (iii) yearly Support Fees for the new period of Support Services, which shall commence as of the date of reinstatement (collectively, the "**Reinstatement Fee**"). The Reinstatement Fee will provide the Client with a right to all applicable Product Updates released since the Support Services lapsed. Notwithstanding anything to the contrary, Client agrees that it shall not be entitled to Support Services if Seller elects not to renew these Support and Maintenance Terms pursuant to Section 4.1 (Support Services Term).

5.	**Product End of Life**. Seller is committed to providing products and solutions for its Clients. As requirements evolve and application demands grow, Seller may phase out existing Products and develop new products to meet emerging needs in accordance with Seller's overall business considerations. As a result, over time Products may reach the end-of-life phase of the product lifecycle, at which point Seller shall discontinue and stop supporting such Product, and potentially replace such Product with an alternative Product. This Section 5 (Product End of Life) sets out Seller's process for assisting Client with managing its transition from a Covered Product due to a Seller end-of-life determination. Client acknowledges that none of Seller's obligations set out in this Section 5 (Product End of Life) apply to Products that Seller did not manufacture or develop.

5.1.	End of Life Announcement. The term "**End of Life Date**" means the date on which Seller will discontinue sales of the applicable Product and begin discontinuing support for such Product. Seller shall use good faith efforts to notify Clients of the End of Life Date for an applicable Product at least sixty (60) days prior to the designated End of Life Date (each, an "**EOL Announcement**"). Clients shall have the right to purchase the applicable Product until the End of Life Date, at which point such Product shall be unavailable. The term "**EOL Product**" means Product that is subject to an EOL Announcement.

5.2.	Support Services for EOL Software Products. Seller shall continue to provide Support Services for Covered Software that constitute EOL Products as follows:

5.2.1.	EOL Software Product Support Term. Seller shall continue to provide Support Services for EOL Products that constitute Software for a period of time equal to the lesser of (i) Client's then-current Support Term for the Covered Product that constitutes an EOL Product; and (ii) twelve (12) months from the EOL Announcement date (the "**EOL Software Product Term**").

5.2.2.	EOL Software Product Support Limitations. During the EOL Software Product Term, if Seller determines, in its reasonable discretion, that an Error has been resolved with a new Product that is intended to replace the applicable EOL Product, then Seller's sole responsibility shall be to notify the Named Contact of the same, and Client shall have the right to license the new Product (subject to any applicable fees). Client shall have the right to continue to use the EOL Software Product in lieu of the new Product; provided, however, that Seller has no obligation to provide any Error Corrections for the reported Error.

5.2.3.	EOL Hardware Products. Seller shall use good faith efforts to continue to provide spare parts and replacements for EOL Products that constitute Hardware for the greater of: (a) one (1) year; and (b) at least the period of time of Client's then-current Support Term for the Covered Product that constitutes an EOL Product. Notwithstanding the preceding sentence, Seller's

continued provision of Support Services pursuant to this Section 5.2.3 (EOL Hardware Products) is contingent upon Seller's ability to obtain and utilize the parts, technology, and processes used to provide such Support Services (collectively, the "**Necessary Resources**"). Seller shall have no obligation to continue to provide Support Services pursuant to this Section 5.2.3 (EOL Hardware Products) should the Necessary Resources become discontinued, obsolete, or no longer reasonably available.

5.3.   <u>No Obligation to Provide EOL Product Support</u>. Notwithstanding anything to the contrary herein, Seller expressly reserves the right, in its sole discretion, to modify (including discontinuing in its entirety) any Support Service obligations set out in this Section 5 (Product End of Life).