

## **Support and Enhancement Services Terms**

These Support and Enhancement Terms set forth the terms and conditions pursuant to which Iodine shall provide Customer with certain support and enhancement services (“Support and Enhancement”).

### **1. Support**

- 1.1. **Error Corrections.** “Errors” are reported problems that (i) prevent the Software from conforming in material respects to applicable product description contained in an Order, and (ii) are replicated and diagnosed by Iodine as defects in the Software. Iodine shall use commercially reasonable efforts to provide solutions, changes and corrections to the Software as are required to correct Errors.
- 1.2. **Software Support.** “Software Support” shall mean reasonable telephone, email, and/or direct ticket support in the form of advice and counsel in support of Customer Triage activities and Error corrections and assisting Authorized Users in the proper use of Software. Software Support shall be provided Monday through Friday from 7:00 AM to 6:00 PM (Central Time), exclusive of those holidays observed by Iodine. Customer shall not be limited in the number of incidents reported to Iodine.
- 1.3. **Support Obligations of the Parties.** Iodine shall provide Software Support as set forth below. Customer shall be responsible for those Customer Triage activities described below.
- 1.4. **Customer Triage.** “Customer Triage” shall mean that Customer shall provide all assistance reasonably requested by Iodine. Assistance required by Iodine from Customer in replicating and diagnosing Errors includes, but is not limited to the following:
  - serving as the primary contact for questions by the Authorized Users and gathering information and descriptions of any problem so as to ascertain its severity;
  - providing available resolution to issues if known;
  - analyzing problem symptoms and gathering additional data from authorized users as required;
  - determining if a suspected error is due to prerequisite or operationally related equipment or software at the location of the Software;
  - attempting a bypass or circumvention of the suspected error; and
  - if after performing all such Customer Triage functions, Customer finds that the suspected error appears to be in the Software, notifying Iodine and providing a description of the problem and all supporting documentation and materials necessary to replicate the Error in the Software in Iodine’s development environment in Austin, Texas.
- 1.5. **Contacting Iodine Support.** Subject to Customer’s Customer Triage obligations, Customer shall report Errors to Iodine via one of the following means:
  - Customer support:** [Support and Training Center](#) or call us:
  - Physician practices + other organizations: 844-392-9782
  - Health systems + hospitals: 844-592-9782

### **2. Availability**

- 2.1. **Software Availability Commitment.** Iodine will use commercially reasonable efforts to make the Software available. If Customer believes that Iodine has failed to achieve an Availability commitment in any given month, Customer shall provide written notice to Iodine and Iodine shall promptly provide a report that contains true and correct information detailing Iodine’s actual Software Availability performance. Iodine shall, upon Customer’s request made within thirty (30) days of the end of the calendar month, provide Customer with a service credit for a percentage of the Monthly Subscription Fee as outlined in the table below. For purposes of this Exhibit, the term “Monthly Subscription Fee” means the annual subscription fee of the then-current Subscription Year divided by the number of calendar months in that Subscription Year.

<b>Software Availability (Monthly)</b>	<b>Monthly Subscription Fee Credit</b>
At or above 99.5%	N/A
Below 99.5% to 98.0%	10%
Below 98.0% to 96.0%	20%
Below 96.0%	30%

- 2.2. **Measurement.** Software Availability shall be calculated as the Measured Availability divided by the Planned Availability as measured in a given calendar month.
  - 2.2.1. “Planned Availability” is the actual number of minutes in the calendar month minus the total elapsed minutes in that month caused by any of the following events:

- Outages caused by the failure of public networks not within the control of Iodine or its agents.
- Failures of Customer or any of its End Users' internet connectivity.
- Failures of Customer to send data to Iodine on a hospital interface, or to process data sent to it by Iodine on a hospital interface, or such other medium as the parties may agree.
- Failures of Customer's authentication or identity provider systems that cause authentication through directory authentication or single sign-on to become unavailable.
- Use of unsupported software or computing device by Customer or any of its End Users to access or interface with the Software.
- Configuration changes made by Customer that cause the Software to become unavailable.
- Unauthorized use by anyone using any of Customer's user accounts, unless Iodine has not taken industry standard steps to protect the Software from unauthorized access, intrusion, and disruption.
- Scheduled Maintenance as set forth below.
- Force Majeure Event.
- Termination of the Subscription.

2.2.2. "Measured Availability" is the actual number of minutes in a calendar month (i) that users of the Software can access the Software using customary methods and practices; and (ii) for which no Severity 1 Error exists. Iodine will continuously monitor availability using a commercially available monitoring service.

2.3. **Credit Allocation.** Subscription fee credits will be applied against an outstanding or future invoice, as applicable.

### 3. Error Classification and Response

3.1. **Error Classification.** Iodine shall classify Errors as follows:

- 3.1.1. **Severity 1 Errors.** Errors that meet the following criteria: (i) Errors that prevent all useful work from being done; (ii) material Errors in essential functions for which no work around exists; or (iii) Errors that cause a material loss of data.
- 3.1.2. **Severity 2 Errors.** Errors that meet the following criteria: (i) Errors that disable essential functions but for which a work around exists; (ii) Errors that block systems test or deliverables; or (iii) Errors that violate material specifications in the product description contained in the applicable Order.
- 3.1.3. **Severity 3 Errors.** Errors that do not meet either the Severity 1 definition or the Severity 2 definition.

3.2. **Error Classification Dispute Resolution.** In the event there is a dispute between Customer and Iodine regarding the classification of an Error that is not resolved within 24 hours after the report from Customer, such dispute shall be referred to Customer's project manager and Iodine's Customer Success Manager for resolution. In the event such personnel cannot resolve the dispute within 24 hours from the referral of the dispute to them, the issue shall be escalated to the Customer's Vice President and Iodine's Director of Customer Support. In the event the Vice President and Director of Customer Support cannot resolve the dispute within 24 hours, the dispute will ultimately be resolved by Customer's Senior Vice President and Iodine's Chief Customer Officer.

3.3. **Response Stages.** Iodine will follow a staged approach to respond to Errors:

- 3.3.1. **Stage 1.** Acknowledgement of receipt of Error report and all Customer Triage support data.
- 3.3.2. **Stage 2.** Subject to Customer's completion of its obligations herein, commencement of work on identifying, diagnosing, and resolving the problem.
- 3.3.3. **Stage 3.** Initial resolution of the error.

3.4. **Response Schedule.** Iodine support shall use commercially reasonable efforts to respond to and resolve Errors in accordance with the following Response Schedule. Such response times shall be measured from the time the Customer contacts Iodine support as described above.

	Stage 1 (Response)	Stage 2 (Commencement of work)	Stage 3 (Initial resolution)
<b>Severity 1 / Critical Priority</b>	2 business hours	4 business hours	1 business day
<b>Severity 2 / High Priority</b>	8 business hours	3 business days	10 business days
<b>Severity 3 / Normal and Low Priority</b>	5 business days	N/A	N/A

### 4. Software Maintenance

4.1. **Maintenance and Enhancements.** Iodine shall maintain the Software to optimize availability and deliver Enhancements. Enhancements released during the Term will be provided at no additional charge to Customer.

4.2. **Scheduled Maintenance.** Iodine shall use commercially reasonable efforts to provide Scheduled Maintenance during the times as specified below. However, the parties agree that it may be necessary for Iodine to perform Scheduled Maintenance during times other than those specified below, and Iodine reserves the right to perform Scheduled Maintenance during times other than those specified below.

Scheduled Maintenance Times	
Weekdays	7:00 p.m. to 6:00 a.m. local time
Weekends	Friday 7:00pm to Monday 6:00am local time

4.3. **Notice.** Iodine shall use commercially reasonable efforts to (i) notify Customer via e-mail or as otherwise agreed upon by the parties at least forty-eight (48) hours prior to Standard Scheduled Maintenance and at least seven (7) days prior to Extended Scheduled Maintenance. Standard Scheduled Maintenance is maintenance that is expected to complete within two (2) hours on weekdays or within four (4) hours on weekends. Extended Scheduled Maintenance is maintenance that is expected to exceed these durations.