

## SUPPORT TERMS AND CONDITIONS

1. **OVERVIEW.** Subject to payment of all applicable fees, Mobile Heartbeat provides standard support and maintenance for Mobile Heartbeat software.
  - 1.1. **Support Hours.** Standard Support hours are 9:00 AM to 6:00 PM Eastern Time, Monday through Friday, not including holidays observed by Mobile Heartbeat (“Standard Support Hours”). Out of hours support is available 7 x 24 x 365 for urgent issues only (“After Hours Support”).
  - 1.2. **Submitting Requests.** The preferred method to submit support requests is through our web-based support portal, currently available at <https://mobileheartbeat.my.site.com/mhbcustomerportal>. The ability to submit support requests is limited to users that have been granted access by Mobile Heartbeat to the Mobile Heartbeat support portal (“Approved Customer Contacts”). Customer is responsible for providing Approved Customer Contacts access to the support portal. Customer can also submit requests by contacting the Mobile Heartbeat support line at 413-307-3663.
  - 1.3. **Support System Credentials.** The support system requires login credentials. The customer is responsible for its login credentials to access the support portal.
  - 1.4. **Second Level Support.** Mobile Heartbeat provides second-level support to Approved Customer-Contacts. Prior to the initial go-live, MH will set up help desk contacts and provide training on the correct use of the support portal.
  - 1.5. **First Level Support.** Mobile Heartbeat does not provide first-level / direct end user support.
  - 1.6. **Response Times.** Mobile Heartbeat will set a Severity level and use commercially reasonable efforts to respond to Client calls within a target response time as defined in the table below. The target response time is a point of information only and not a guarantee.

Severity	Definition	Target Response Time
Urgent	The system is unusable or core functionality is significantly impacted. The target response time for urgent issues applies 24x7x365.	2 hours
High	The system is functioning, but there is a significant problem that affects important features or functionality. The target response time for high priority issues applies only during business hours.	2 hours
Medium	The system is functioning normally, but there is a moderate problem that affects non-critical features or functionality. The target response time for medium priority issues applies only during business hours.	4 hours
Low	The system is functioning normally. Appropriate for informational or data requests, or issues in non-production systems. The target response time for low priority issues applies only during business hours.	12 hours

**Note:** *Target Response Time* is elapsed time for Mobile Heartbeat to acknowledge the issue, not the expected resolution time.

- 1.7. **Exclusions.** Examples of items that are **not** covered by support include but are not limited to the following:
  - 1.7.1. Customer owned infrastructure and related maintenance:
    - 1.7.1.1. Recurring server patching.
    - 1.7.1.2. Database administrative tasks.

- 1.7.1.3. Infrastructure monitoring.
  - 1.7.2. On-site Mobile Heartbeat product training.
  - 1.7.3. Managing other software or hardware products, including but not limited to:
    - 1.7.3.1. The 3<sup>rd</sup> Party PBX.
    - 1.7.3.2. Integrated systems such as nurse call, middleware, etc.
    - 1.7.3.3. Wireless systems.
    - 1.7.3.4. Charging stations.
    - 1.7.3.5. Mobile Device Management (MDM).
    - 1.7.3.6. Network systems.
  - 1.7.4. Post-installation administrative updates such as:
    - 1.7.4.1. Adding new system users.
    - 1.7.4.2. Modifying the alert escalation rules.
    - 1.7.4.3. Managing user accounts and passwords.
  - 1.7.5. Hardware and operating systems of mobile devices and servers.
  - 1.7.6. Mobile Heartbeat software more than one year older than the most recently released revision.
  - 1.7.7. Software that is used on or in conjunction with hardware or software other than as specified in the applicable documentation.
  - 1.7.8. Altered or modified software, unless altered or modified by Mobile Heartbeat.
  - 1.7.9. Defects in the software due to accident, hardware malfunction, abuse or improper use.
2. **MAINTENANCE PROGRAM.** Software maintenance includes all software releases (both major and minor) for all purchased and covered products. Mobile Heartbeat personnel notify the customer's authorized support contacts of all upcoming software maintenance releases. Software maintenance is performed by Mobile Heartbeat.
  - 2.1. **Maintenance Hours.** Software maintenance services are performed by Mobile Heartbeat personnel on weekdays, typically outside of Mobile Heartbeat's standard business hours. Coordination and scheduling of software maintenance release deployments will then be planned to minimize end user impact. Scheduled maintenance may be performed during normal business hours if requested by Client.
3. **PAYMENT.** Client agrees to pay Mobile Heartbeat for the Support & Maintenance services by paying any amounts as set forth in the applicable quote (the "Support Fees"). Payment of Support Fees will be due prior to the commencement of the Support & Maintenance services unless otherwise indicated in the applicable quote.
4. **ANNUAL SUPPORT & MAINTENANCE PRICE INCREASE.** Mobile Heartbeat reserves the right to increase the annual fees charged for Support & Maintenance up to 3% or the last 12 months increase in the Consumer Price Index (CPI), whichever is greater.
5. **CUSTOMER RESPONSIBILITIES.** Customer shall ensure that when an Approved Customer Contact submits a support request ("Incident"), that
  - 5.1. individual will provide thorough, descriptive information regarding the issue, including but not limited to a detailed description of issue, date and time of occurrence, impacted parties, and call back number;
  - 5.2. individual will have full access and permissions required to troubleshoot the Incident and is authorized to make recommended changes to the Customer's network, and/or applicable Mobile Heartbeat software to help troubleshoot or resolve the issue;
  - 5.3. Customer will give Mobile Heartbeat appropriate access to the systems to enable Mobile Heartbeat to render support, including without limitation, as necessary for Mobile Heartbeat to determine the cause of the problem and find a resolution. Customer is solely responsible for

Customer's data, information, and software, including making back-up copies and security. Mobile Heartbeat recommends Customer creates backup copies of configuration files before any work is performed; and

- 5.4. Customer acknowledges that not implementing a release may render the Mobile Heartbeat software unusable or non-conforming and Customer assumes all risks arising from the failure to install such software updates. Even if Customer has paid the applicable fees, Mobile Heartbeat will not be required to provide Support if Customer has not properly implemented all releases provided by Mobile Heartbeat.
6. **CHANGE OF AGREEMENT.** This document is subject to change at time of renewal.
7. **REMOTE MONITORING.** MH-CURE includes a monitoring capability, that generates alerts that are sent via email to Mobile Heartbeat personnel when there is a potential issue with the Mobile Heartbeat software. If the customer also wants a copy of the generated alerts, the alerts can be sent to one customer email distribution group.
8. **RIGHT TO DESUPPORT.** It may become necessary as a part of Mobile Heartbeat's product lifecycle to desupport certain program releases (including any embedded third-party programs for which support has been retired by the manufacturer or vendor of such programs for which, in Mobile Heartbeat's good faith determination, it is no longer practicable for Mobile Heartbeat to support) and, therefore, Mobile Heartbeat reserves that right.
9. **CUSTOMER SUPPORT DATA PROTECTION PRACTICES.** Before submitting any protected health information ("PHI") subject to the United States Health Insurance Portability and Accountability Act ("HIPAA") is submitted to Mobile Heartbeat as part of receiving support services, the user must ensure that the parties have executed a Business Associate Agreement ("BAA") and to the extent personal information is provided to Mobile Heartbeat as part of Mobile Heartbeat's provision of support services, Mobile Heartbeat will comply with the applicable BAA.
10. **TERMINATION.** Mobile Heartbeat may suspend or terminate Support Services if the written agreement between the parties or End User License Agreement (the "Agreement") between the parties is terminated in accordance with its terms, or for Customer's material breach of this Support Addendum, including but not limited to non-payment of applicable fees.