

SRS Support Terms and Conditions

These SRS Support Terms and Conditions ("Support Terms") set forth the terms and conditions applicable to the SRS support services ("Support Services") to be provided by SRS for those SRS software products separately licensed to Customer ("Customer") by SRS and for which Customer has paid the applicable Support Fee ("Supported Software"). All software, documentation and media provided to Customer under this Agreement are also subject to the terms and conditions of the applicable SRS Software License Agreement ("License Agreement") relating to the Supported Software. Terms not defined in these Support Terms are as defined in the License Agreement.

1. Term and Termination.

a. The Support Terms will become effective and Support Services provided hereunder will commence on the delivery of the Supported Software to Customer. Support Services shall continue for the number of months indicated on the Support line of the Purchase Agreement ("Initial Support Period"). After the Initial Support Period, on the first and each subsequent anniversary of the commencement date ("Renewal Date") Support Services will automatically renew, and Customer will be automatically invoiced, for successive, one-year support renewal periods ("Renewal Period(s)"), unless Customer provides SRS with at least sixty (60) days' prior notice of Customer's intention to not renew Support Services for the upcoming Renewal Period.

b. SRS may terminate Support Services at any time without notice in the event Customer's payment of the applicable annual Support fee ("Support Fee") for the Supported Software is not received when due. Except as otherwise provided in these Support Terms, these Support Terms and the Support Services may be terminated upon fifteen (15) days written notice by either party to the other party for any material breach of this Agreement that is not cured during such fifteen (15) day notice period.

2. Support Services. Subject to Customer paying the applicable Support Fee for the Supported Software, SRS shall provide Support Services for the most current version and the one-previous version of the standard product version of the Supported Software. Support Services shall consist of:

a. SRS providing Customer with access (via the Internet, telephone or other means established by SRS) to the SRS support helpline which is presently provided during the hours of 9:00 am to 8:00 pm Eastern Time Monday through Friday (SRS reserves the right to change the hours for support upon reasonable prior notice to Customer);

b. SRS providing, when and if generally available in SRS's discretion, Upgrades, enhancements or modifications to such modules and features licensed by the Customer that are not separately priced or licensed as new products. Upgrades to the Supported Software are made available to Customers as they are requested and if not requested then by SRS-initiated contact at least once each year. The frequency of Upgrades depends on Customers' suggestions and needs.

c. SRS shall use commercially reasonable efforts to provide Corrections (as defined below) or circumvent Errors in the Supported Software that are reported to SRS by Customer. An "Error" is defined as a bug, error or material difference between the use of the Supported Software and the specifications of the Supported Software as provided in the applicable documentation. A "Correction" shall consist of fixes, workarounds, support releases, service packs, component replacements, patches and/or documentation changes to the Supported Software for Errors as SRS deems appropriate. Additional information on severity level classification and target response times are outlined in Exhibit A – Support Definitions and Target Response Times;

d. In the event that the resolution of such Errors or defects involve a significant function requiring special or custom software development, SRS shall advise the Customer of the Incident number and shall place the Customer on a priority list to develop the required fix through a software patch or update. SRS shall give Customer regular status reports regarding when such software patch or update release will be available; and

e. Customers are also eligible to attend training seminars for a fee.

3. Reporting an Error.

a. Upon discovery of an Error, Customer should report the Error as set forth in Section 2(a) above.

b. Upon receipt of an Error report above, SRS will attempt to reproduce the reported Error within a commercially reasonable timeframe. If the reported Error is confirmed, SRS will use reasonable efforts to provide a Correction. If SRS has previously developed a Correction for an Error and has included that Correction within an Upgrade, SRS may, at its option, provide Customer with only the Upgrade instead of providing the specific Correction. Should the situation arise where, for technical reasons, a Correction cannot be found, then SRS will notify Customer of this fact. SRS will work with Customer to agree on the course of action to be taken. Provided that SRS can reasonably demonstrate to Customer a valid reason why no Correction is available, then any inability of SRS to provide a Correction shall not be regarded as a breach of the terms of this Agreement.

4. Customer Obligations. Notwithstanding the foregoing, Customer shall ensure that the following steps are taken in advance of any support request to SRS:

a. Customer has first checked to ensure that use of the Supported Software is in accordance with its documentation (including a supported configuration), and Customer is using either the then current release of the Supported Software or the immediate prior release;

b. Customer has taken reasonable steps to eliminate any hardware, operating system software and application software deficiencies;

c. Customer has collected all relevant data and documented all operating conditions and other operational information relating to the incident; and

d. Customer fully implements any correction or temporary work-around prior to fix release (within 30 days), fully describes any limitations imposed by such correction or temporary work around prior to fix, and fully cooperates with SRS.

5. Exclusions and Limitations.

a. SRS does not provide support for any hardware, networking, printers or 3rd party software including the Windows operating system. Backups are the sole responsibility of the customer for any data that is not hosted by SRS ("Client Server Backups"). SRS will assist, as requested, in the setup of Client Server Backups, but in all situations, the customer is responsible for verifying that Client Server Backups are occurring and SRS will not be responsible for any data loss. Support Services, including the use of the NexWeb Portal and any other services that use the SRS Servers, are not available for those Customers who are NOT current on their Support Fees or who are otherwise in violation of this Agreement. In addition, for Supported Software licensed on a subscription basis, Support Services are a requirement for the subscription license. Customers who do not pay for Support Services may no longer utilize the subscription licenses.

b. SRS has an "All or None" policy for Support Services. Customer must either purchase Support Services for all then-current licenses for the Software or must elect to not purchase Support Services for any of the licenses. Purchasing Support Services for less than the total number of licenses for the Supported Software may result in termination of the licenses that are no longer current on Support Fees. For example, if Customer has 5 licenses of the Supported Software, Customer must either purchase Support Services for all 5 licenses or for none of the licenses. Customer is not allowed to purchase Support Services for only 3 of those 5 licenses for example unless Licensee terminates the 2 licenses not on Support.

c. Additionally, SRS shall have no obligation to provide Support Services for any modules and features not licensed by the Customer or operating on any hardware or systems software configuration other than those meeting SRS specifications. Customer agrees to provide SRS with access to such facilities and equipment as are reasonably necessary for SRS to perform its obligations hereunder, including remote access to the Customer's computing environment containing the Software.

d. SRS Support Services are only intended to assist with Corrections and Errors. Training, implementation, and/or configuration services are specifically excluded from Support Services but may be purchased separately as needed by customers who are current on their Support Fees.

e. SRS will only provide Support Services for the most current version and the one immediately prior version of the Supported Software. For the purposes of this section, a version will include any service packs or Updates provided by SRS. For example, if the most current version of the Supported Software is version 3.1, SRS will provide Support Services for version 3.1 and version 3.0 but not for a version prior to version 3.0.

f. Support Services do not apply to:

- i.** Altered or modified Supported Software unless altered or modified pursuant to this Agreement;
- ii.** Any combination of Supported Software and other software to form an interconnected environment. SRS will provide Support Services as set forth herein only for the Supported Software portion of the System;
- iii.** A version of the Supported Software for which SRS has discontinued maintenance services;
- iv.** Errors caused by Customer's negligence, fault or resulting from hardware malfunction or malfunction of software not covered by this Agreement;
- v.** Supported Software used on a platform different than the one for which it was licensed;

6. Additional Services and Charges.

a. In the course of investigating a reported Error, if SRS determines that the issue is not an Error in the Supported Software, SRS reserves the right, upon prior notice, to charge for expenses related to such investigation.

b. SRS may offer under separate agreements additional maintenance-related services, such as training and consulting. Such services will be performed at a site and time mutually agreeable. These services are charged based on market rates plus reasonable expenses. Such services are subject to availability.

7. Maintenance Renewal:

a. On or about each Renewal Date, SRS will invoice Customer for the applicable Support Fees for the new Renewal Period unless SRS terminates or intends to terminate this Agreement pursuant to Section 2.1 above or Customer gives notice of termination pursuant to Section 1(b) above. Such Support Fees will be due for payment by Customer by the earlier of (i) thirty (30) days from the date of invoice or (ii) such Renewal Date. If payment of the Support Fee for the new Renewal Period is not received by the due date, Support Services for the Supported Software will automatically lapse and Customer may then reinstate the Support Services in accordance with Section 6(b) below.

b. If Customer elects not to renew the Support Services or allows the Support Services to lapse and the SRS software products have been off Support Services for less than one (1) year, Customer can reinstate Support Services for such SRS software products for a Support Services period of not less than twelve (12) months by paying to SRS the applicable Support Fees backdated to the time of the lapse plus, in SRS' sole discretion, either:

- i.** a 10% reinstatement fee (calculated at 10% of the applicable Support Fee) if Customer is licensing the then current version of the Supported Software, or
- ii.** 25% of the then current license fee list price of the Supported Software if Customer is not licensing the then current version of such Supported Software.

c. If the SRS software product has been off Support Services for longer than one (1) year, Customer will be required to purchase the most current version of the SRS software product in order to renew Support Services.

d. SRS reserves the right (i) upon 120 days written notice prior to any new Renewal Period of Support Services, to discontinue Support Services generally for a particular software product; and (ii) upon 60 days written notice prior to any new Renewal Period of Support Services, to alter the prices,

terms, and conditions for the Support Services. Any such discontinuance or alterations will be deemed to amend this Agreement between Customer and SRS with effect from the Renewal Date at the commencement of such Renewal Period.

8. Ownership. SRS and its third-party suppliers have and will retain all ownership rights to the Supported Software, including without limitation all patent rights, copyrights, trademarks, tradenames, service marks, related goodwill, and confidential and proprietary information relating thereto. Customer will have no rights in the Supported Software except as explicitly stated in this Agreement or the applicable SRS Software License Agreement.

9. Policy Change. SRS reserves the right to alter these Support Terms from time to time using reasonable discretion with thirty (30) days prior written notice to Customer.

EXHIBIT A - Support Definitions and Target Response Times

Priority	Definition	Expected Initial Response Time	Resolution* Communication
Severity 1 - Critical Priority	System down or any issue affecting access to the SRS application for all users	30 min	Up to one business day <ul style="list-style-type: none"> • updates every hour until resolution
Severity 2 – High Priority	Any issue posing a significant patient safety or financial risk that could adversely impact business continuity	< 4 hours	Up to 3 business days <ul style="list-style-type: none"> • Daily updates until resolution
Severity 3 – Standard Priority	All remaining issues or a high priority issue with an alternative solution or workaround.	1 business day	Up to 5 business days <ul style="list-style-type: none"> • Updates on mutually agreed upon schedule

*Resolution is the determination of the outcome of the reported problem. Depending on the nature of the issue, the Resolution of a case is likely to be one of the following:

- additional education or explanation of the issue
- additional documentation provided
- notification to a third-party vendor of a problem
- data modification performed to restore database integrity
- an intermittent problem that should be monitored by you and that cannot be duplicated, or
- temporary alternative or workaround
- problem identified as a potential change in the Base Product software
- submitted or planned enhancement to the Base Product software
- submission of a work order for custom changes to the Base Product software