



CUSTOMER SUCCESS PROGRAM

This Customer Success Program (the “Program”) describes the services provided to You as a PatientBond client (“You”, “Your” or “Client”) in support of Patient Bond Application Services that You have purchased pursuant to either: (i) the PatientBond Master Services Agreement (the “MSA”) or (ii) a PatientBond Partner Agreement. In the event any terms included in the MSA or PatientBond Partner Agreement conflict with this Program, the terms of the MSA or PatientBond Partner Agreement shall govern.

- 1. Definitions.** Capitalized terms used in this Program and not otherwise defined shall have the respective meaning assigned thereto in the applicable MSA or PatientBond Partner Agreement.
 - 1.1. “Application Services” means the Application Services identified in the MSA or PatientBond Partner Agreement.
 - 1.2. “Availability” means a percentage calculated during each calendar month using the following formula: (Available Hours minus Unavailability) ÷ Available Hours.
 - 1.3. “Available Hours” means the total number of hours in the 24-hour period of each day (including holidays) during a calendar month.
 - 1.4. “Error” means an error in the Application Services that causes the Application Services to fail to perform in substantial conformance with the Application Services specifications.
 - 1.5. “Excusable Downtime” means the time the Application Services are Unavailable for reasons due to any of the following:
 - 1.5.1. Unauthorized use or misuse of the Application Services by You;
 - 1.5.2. During beta and trial services (as determined by PatientBond);
 - 1.5.3. Scheduled Maintenance;
 - 1.5.4. Client errors or outages resulting from Client requests or from Client’s equipment, third-party equipment or software components not within PatientBond’s control;
 - 1.5.5. Factors outside PatientBond’s reasonable control, including but not limited to outages caused by the failure of or attacks on public network or communications components or external service providers or other force majeure events and/or conditions; or
 - 1.5.6. Emergency scheduled interruptions of which the Client is notified at least 48 hours in advance and the time/date of such scheduled interruptions are mutually agreed on by PatientBond and Client.
 - 1.6. “P1” means an Error that causes either: (i) the Application Services to be Unavailable; (ii) messages to not be processing, or (iii) the Standard Product Functionality to not be functioning.
 - 1.7. “P2” means an Error that causes the Standard Product Functionality to not be working.
 - 1.8. “P3” means an Error that causes ancillary features to not be working per the Application Services specification.
 - 1.9. “Reply Time” means the time from receipt of an issue until PatientBond acknowledges the issue to Client.
 - 1.10. “Schedule Maintenance” means regular maintenance and Unavailability of the Application Services that occurs up to 4 hours per month during date(s) and time(s) determined by PatientBond and Client.

- 1.11. “Standard Product Functionality” means non-ancillary, main features and functionality included in the Application Services. These features and functionality may include settings, portals, core workflows, and core content.
- 1.12. “Target Availability” means 99.9% Availability.
- 1.13. “Unavailability” means any number of hours, in instances greater than 10 consecutive minutes, during which the Application Services are not generally available to Client for reasons other than Excusable Downtime.

2. Implementation and Training. During the implementation period, PatientBond will implement the software included in the Application Services. This may include deployment, configuration, and testing and validation services. Enhancements or customizations requested by Client as part of the implementation services may require an additional fee. PatientBond will provide Client with web-based training of the Application Services. For an additional fee, PatientBond may provide onsite training.

3. Support Services

3.1. *Support Services in General.* PatientBond will provide the following support services to Client pursuant to the following procedures:

3.1.1. *Product Usage Assistance.* PatientBond will assist Client in learning how to use the Application Services.

3.1.2. *Technical Support.* PatientBond will provide technical support to correct Errors in the Application Services. Technical Support does not include: (i) diagnosing and rectifying any Error caused by Client’s use or operation of the Application Services not in compliance with the Application Services specifications; (ii) assisting with technical issues or problems not related to the Application Services and (iii) diagnosing and rectifying any Error caused or resulting from any act, omission or condition beyond PatientBond’s reasonable control.

3.1.3. *Managed Services.* PatientBond will assist in ongoing product administration, configuration, and technical maintenance activities in connection with the Application Services Standard Product Functionality.

3.2. *Support Availability.* Support is available on weekdays, excluding federally recognized holidays, from 8:00 a.m. to 6:00 p.m. Central Standard Time. You can submit issues via email (support@patientbond.zendesk.com) or on the Support page on the PatientBond website (<https://www.patientbond.com/support>) Upon submission of a request, You will be asked to provide Your company name, contact information and request details.

3.3. *Support Reply Times.* PatientBond shall reply to problems reported by You per the severity level described below:

Severity Level	Reply Time
P1	1 hour
P2	4 business hours
P3	8 business hours

The type of resolution and the time it takes to implement the resolution will depend on the nature of the issue.

3.4. *Customer Responsibilities.* PatientBond’s provision of Support Services are subject to the following: (i) Client is responsible for providing sufficient information to allow PatientBond to reproduce and resolve reported Errors and issues; (ii) Client shall test and validate the Error or

issue prior to PatientBond determining the issue is resolved, and (iii) Client shall appointment a reasonable number of trained individuals to serve as contact(s) for reporting and resolving Errors and issues.

- 4. Application Services Availability.** After Client launches the Application Services, PatientBond shall use commercially reasonable efforts to meet the Target Availability for the Application Services each calendar month. In the event that the Availability of the Application Services in any calendar month fails to meet the Target Availability, PatientBond will issue a Credit of Client’s monthly invoice to Client’s account in accordance with the table below:

Availability	Credit
99.90% to 100%	N/A
99.00% to 99.89%	5%
98.00 to 98.99%	10%
97.00% to 97.99%	15%
0% to 96.99%	25%

Unavailability shall begin to accrue when either PatientBond or Client recognizes that such Unavailability is occurring and continues until the Availability of the Cloud Services is restored. In order to receive Credit, Client must notify PatientBond in writing within seven (7) days from the time the Unavailability begins.

- 5. Escalation Process.** Should You feel that Your issue has not been resolved in accordance with this Program, or wish to communicate related concerns, first escalate Your issue to the PatientBond Customer Success Team. If You feel this resolution is unacceptable, escalate the issue to the Vice President of Customer Success. If You still feel the issue is still not resolved, escalate the issue to a member of the PatientBond Executive Management (i.e. the Chief Operating Officer, President, or Chief Executive Officer).

THIS PROGRAM DEFINES A SERVICE ARRANGEMENT AND NOT A PRODUCT WARRANTY, AND IS SUBJECT TO CHANGE AT PATIENDBOND’S DISCRETION.