MAINTENANCE SERVICES & DATA USE POLICY

(Capitalized terms shall have the meaning set forth in the Order Form, Schedule, General Terms and Conditions or as defined below.)

I. SOFTWARE MAINTENANCE SERVICES.

1 **Support Issues.** Company offers Software Maintenance Services to help End Users maintain the Software it accesses and uses under the Master Agreement but Client will only receive such services while Client has a current Software subscription. Company's response times and the actions it takes to resolve Software Maintenance issues are based on an assessment of the impact of the reported technical issue on Client's business. The more serious the business impact, the higher the assigned priority as initially set by Client. Company's support consultant may raise or lower priority in its reasonable discretion based on Client's information and/or subsequent diagnosis or remediation efforts, including the availability of a work-around pending final resolution. Company's Help Desk will follow the following response timeframe objectives that are based on case priority:

Targeted response times*	Hours of Availability
Priority 1: One-hour	24x7 support, 365 days a year
Priority 2: Two Business Hours	8:30am-8:30pm Eastern each Business Days
Priority 3: One Business Days	8:30am-8:30pm Eastern each Business Days
Priority 4: Two Business Days	8:30am-8:30pm Eastern each Business Days

(*Response times commence from the time Client has properly logged a case within Company's on-line support center.)

2 **Case Priority.** Client is required to provide prior to contacting the Help Desk Support, End User assistance, which includes, but is not limited to: (A) receiving and logging initial contacts by End Users, (B), reviewing and isolating likely root causes for support cases and ruling out obvious causes such as End User error or failure in items not supplied by Company, and C) using reasonable efforts to resolve problems, including accessing and reviewing web-based support tools and databases such as Company's Q&A Knowledge Exchange.

Company's support consultants will provide technical assistance to Client to assist in remedying failures of Products and/or Services, which are being used in a production environment, to perform in accordance with their respective User Materials. Client will utilize Company's on-line support center to enter and document all problems, questions or issues. Each specific and discrete problem, question or issue with the Products or Services reported by Client to Company's Help Desk Support shall be issued a case, which will include a record of the support incident, a unique tracking number and the identity of the initial Company personnel assigned to the matter. In addition, each case will be assigned one of following priority levels:

- CRITICAL (Priority 1): the problem results in extremely serious interruptions to a production system. It has affected, or could affect, the entire user community. Tasks that should be executed immediately cannot be executed because of a complete crash of the system or interruptions in core functions of the production system. Data integrity is compromised, and the service request requires immediate processing as the issue can result in financial losses.

- URGENT (Priority 2): the problem results in serious interruptions to normal operations, will negatively impact selective users, or urgent deadlines are at risk. In a production system, important tasks cannot be performed, but the error does not impair essential operations. Processing can still continue in a restricted manner, and data integrity may be at riskThe service request requires timely

processing, because the malfunction could cause serious interruptions to critical processes or negatively impact business.

- IMPORTANT (Priority 3): the problem causes interruptions in normal operations. It does not prevent operation of a production system, or there could be minor degradation in performance. The error is attributed to malfunctioning or incorrect behavior of the Software.

- MINOR (Priority 4): the problem results in minimal or no interruptions to normal operations (no business impact). The issue consists of "how to" questions including issues related to APIs and integration, installation and configuration inquiries, enhancement requests, or documentation questions.

3 Exclusions. Software Maintenance Services do not include support for: (A) issues that cannot be reproduced by Company or for which Client cannot provide sufficient documentation, (B) issues that arise because of any cause external to Company Software, or (C) changes in, or additions to, hardware, other software, configurations, data, or any other items other than the Software.

4 Third Party Maintenance Services. Company's Third-Party Maintenance Services consist of providing reasonable assistance to: (A) determine whether Third Party Software or other Third-Party Materials causes a support case and (B) the applicable Third-Party vendor in its efforts to resolve the support case. Company does not provide any other support or maintenance services to address defects in Third Party Software or other Third-Party Materials. Client will receive Third Party maintenance services directly from the Third-Party vendor under such vendor's terms.

5 Client Responsibility. Client will utilize Company's online support center to enter and document all issues. For each case opened, Client is responsible for: (i) collecting error messages, logs and other information required by Company to work a case; and (ii) determining procedure, data, and conditions necessary to reproduce a problem.

II. DATA USE POLICY

1. De-Identified Data/Client Data Use. Company may De-Identify Client Data for any lawful purpose, including incorporation of such data into any Analytics Database. De-Identified Data will not be personally identifiable (as defined in 45 C.F.R. § 165.514) and will be aggregated with de-identified data from enough other customers in a manner reasonably designed to prevent Company or others from using the Analytics Databases to analyze the characteristics of Client's business. Client grants Company a non-exclusive, worldwide, paid-in-full, perpetual and irrevocable right and license to: (A) extract, copy, aggregate, process and create derivative works of Client Data to derive, or add to, Analytics Databases; (B) employ data analytics on the Analytics Databases for purposes of developing Data Analytics solutions; and (C) prepare derivative works of the Analytics Databases, and use, execute, reproduce, display, perform, transfer, distribute, and sublicense the Analytics Databases and such derivative works, (collectively A, B and C shall be referred to as "Use Rights"). Company will not individually identify Client as a source of the De-Identified Data for the Analytics Databases, although Company may disclose that certain of its customers allow the use of Client Data for such purposes.

   Notwithstanding anything above to the contrary: (i) Company will neither de-identify Client Data nor engage its Use Rights against Clients Data beyond those Services authorized by Client under the

Master Agreement, Business Associate Agreement ("BAA") or herein; and (ii) Client will not authorize Company to perform any Service and/or employ its Use Rights beyond that which Client is permitted to use under HIPAA (45 C.F.R. § 164.502) or as otherwise authorized by the Client's patient(s). Moreover, termination or expiration of a Service, will prospectively halt Company's extraction of Client Data through such Service.