MIRTH® CONNECT MAINTENANCE SERVICES

(Capitalized terms shall have the meaning set forth in the Order Form, Schedule, Connect Agreement, or as defined below.)

I. SOFTWARE MAINTENANCE SERVICES

1. Support Issues. Company offers Software Maintenance Services to help End Users maintain the Mirth Offering accessed and used under the Connect Agreement. Client will only receive such services while Client has a valid, current Software Maintenance subscription as outlined below. 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. A workaround may include requiring Client to operate on the most current version of the applicable Mirth Offering (including any Updates thereto) if doing so will resolve the incident. Company's Help Desk will follow the following response timeframe objectives that are based on case priority:

Targeted Response Time *	Technical Support Availability
Priority 1 : One hour**	24x7 support, 365 days a year
Priority 2 : Two Business Hours	8:30am-8:30pm EST (business day)
Priority 3 : One Business Day	8:30am-8:30pm EST (business day)
Priority 4 : Two Business Days	8:30am-8:30pm EST (business day)

*Response times commence from the time Client has properly logged a case within Company's on-line support center.
Client can, through accessing Company's on-line support center, track the status of each support case opened by, or on behalf of, Client.
**Priority 1 (Critical) phone support level only applies to Gold and Platinum tiers as set forth below.

Company's Core, Enterprise, Silver, Gold, and Platinum priority tiers of Software Maintenance Services include the following:

- **Core Support includes:** Success Community unlimited cases. No phone support. Priority 1 support 24/7/365
- **Silver Support includes**: Success Community unlimited cases. No phone support. Priority 1 support 24/7/365
- **Enterprise Support includes**: Success Community unlimited cases. No phone support. Priority 1 support 24/7/365
- **Gold Support includes**: Success Community unlimited cases, exclusive phone support, and Priority 1 support 24/7/365
- **Platinum Support includes**: Success Community unlimited cases, exclusive phone support, and Priority 1 support 24/7/365

2. Case Priority. Client is required to provide, through their Certified Professional(s) and 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's Certified Professional(s) to assist in remedying failures of the Mirth Offering, 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 Mirth Offering reported by Client's Certified Professional 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):** A severe disruption or complete outage of critical production systems or services, impacting the entire business unit, department, location or 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 or service. Immediate action is required to address the incident as quickly as possible, restore service, and prevent further damage or financial issues.

HIGH **(Priority 2):** A significant disruption to important production systems or services, impacting a notable number of the user community, though not as severe as a critical incident. Important tasks cannot be performed, but the issue does not impair essential operations. Processing can continue in a restricted manner, and data integrity may be at risk. Prompt action is required to resolve the incident, because the malfunction could cause serious interruptions to critical processes or negatively impact business.

MEDIUM **(Priority 3)**: A moderate disruption to production systems or services, impacting a small number of the user community. It may cause impairment in work force ability to perform a key work function; however, a work around or an alternate process is available. The problem may interrupt normal operations or cause minor degraded performance but does not halt critical operations. The issue is attributed to malfunctioning or incorrect behavior of the Mirth Offering. Action should be taken in a timely manner, but it is less urgent compared to high or critical priorities.

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LOW **(Priority 4)**: Minimal or no disruption to production systems or services impacting a single user or very small portion of the user community. The issue may cause an inconvenience, but there is little to no interruption to normal operations or business impact. The issue consists of "how to" questions, installation requests, configuration inquiries, enhancement requests, documentation questions or service requests. Action can be scheduled as part of routine maintenance or after higher-priority incidents are resolved. The issue is not urgent.

Incident Priority Matrix

		Impact			
		Critical Extensive/Widespread (Business Wide / Core Functionality Impact	High Significant/Large (Large Number of Users / Clients Impacted)	Medium Moderate/Limited (Small Number of Users / Clients Impacted)	Low Minor/Localized (Single User / Client Impacted)
Urgency	Critical (Complete work stoppage for affected users/clients)	P1 - Critical	P1 - Critical	P-2 High	P-2 High
	High (Primary work functions unable to be accomplished by affected users/clients)	P1 - Critical	P-2 High	P-2 High	P-3 Medium
	Medium (Some impairment of work functions for affected users/clients)	P-2 High	P-2 High	P-3 Medium	P-4 Low
	Low (Flexible timing, issue is inconvenient but not causing impairment of work functions for affected users/clients)	P-3 Medium	P-3 Medium	P-4 Low	P-4 Low

If as part of the provision of Maintenance Services Client is required to provide to Company Protected Health Information ("PHI") that is protected under any Laws, the Parties will enter into, and maintain throughout the Service Term, a mutually agreed upon Business Associate Agreement or similar agreement if Client itself is a Business Associate rather than a Covered Entity. Company does not own the PHI provided by Client, and Client will provide Company with, only the minimum PHI required to perform the Services hereunder. The Parties each will comply with their respective obligations set forth in the Business Associate Agreement.

3. Exclusions. Software Maintenance Services are only provided on the Mirth Offering as initially delivered by Company and only licensed instances of the Mirth Offering. Software Maintenance Services do not include support for: (A) issues that cannot be reproduced by Company or for which Client cannot provide sufficient documentation (i.e. screenshots, video, Mirth Connect logs, on-demand reproduction, Message ID, Patient Name, Channel Information, Database logs, Data Source/Destination, etc.), (B) issues caused by a modification of the Mirth Offering by any party other than Company, (C) issues that arise because of any cause external to the Mirth Offering or how the Mirth Offering operates within Client's Connect based solution(s), (D) changes in, or additions to, the Environment, other software, configurations, data, or any other items other than the Mirth Offering, (E) any channel customizations made by any Party, (F) any other additional code, configuration or changes made by non-NextGen Healthcare Products or Services, or custom extensions, etc. (G) the *NextGen® Connect Core Extension Bundle* or (H) the *Mirth® Connect for Research* License.

4. 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; (ii) determining procedure, data, and conditions necessary to reproduce a problem; and, (iii) determining if the issue has been documented and fixed in a newer version of the Mirth Offering; and, if so, to apply the Update if Client is self-hosted. Unless installation of Updates is specifically included in the Company Services purchased by Client, Client is solely responsible for proper installation of all Updates, including any changes to operating systems, database software and other third-party materials required in connection with the Update. Additionally, before installing any Update in a

Production environment, Client must test the Update in a non-Production environment and, if self-hosted, perform a backup of Client's Production environment configurations and data before applying any Update.

5. Version Control Policy. Company may not make Updates available for all versions of *Mirth® Connect* and each Update will function with the most recent, general-released, commercial version of *Mirth® Connect*. Through each Company Software's lifecycle, Company may choose to sunset Software product, feature, functionality, or compatibility and cease to provide Updates to that version of *Mirth® Connect.* Company will only provide Software Maintenance Services on its most current general-released version of the Software, and those two prior (2) Minor generally released versions (older versions are not eligible for any form of support). A Minor generally released version shall only have one decimal point (for example purposes only, 4.6 or 4.10). However, Company is under no obligation to provide Updates to such older versions and Client's sole remedy for an issue associated with any version other than the current generally released version may be to upgrade to a newer version of the *Mirth® Connect* Software.