

Support and Software Warranty Terms

Format Health, Inc. strives to offer the very best client service. In order to maintain a high level of service for all of our clients we request that each Customer choose a dedicated staff person to serve as the “RevivePro Lead”. This RevivePro Lead will serve as a unified, single point of contact for information for the hospital system regarding everything from general inquiries such as user interface questions to assistance with technical issues that will need to be handled by systems engineers. If you are a user in need of support, please attempt contacting your RevivePro Lead as a first step.

Tiered Support

Support is organized into 3 Tiers. Table 1 shows the different tiers of support that clients need to provide for each component of the RevivePro System.

Table 1: Provider of Help Desk Support by Component and Tier

<u>Component</u>	<u>Tier 1</u>	<u>Tier 2</u>	<u>Tier 3</u>
Hardware – Physical Maintenance	Customer	3 rd Party	3 rd Party
Integration with EHR	Customer	Company	3 rd Party Integration Partner
Server Access	Customer	Customer (if on-premise) or Company (if cloud)	Customer (if on-premise) or 3 rd Party Cloud Hosting Service (if cloud)

Tier 1 Support.

Tier 1 offers the first line of customer support, addressing the most basic customer issues (e.g., general inquiries, non-technical questions, password recovery, website navigation assistance, basic procedural “how-to” questions). In general, Tier 1 support will provide information that may be found in manuals, with questions not found in manuals (generally more technical in nature) going to Tier 2 support.

Tier 2 Support.

Issues not resolved by Tier 1 support are escalated to Tier 2, which offers more in-depth technical support than Tier 1. Tier 2 customer support personnel are technicians who can assist with common mid-level technical questions such as local network issues, or applying technical or clinical solutions to issues that have established resolution methods. Tier 2 support that requires Format Health support is included at no additional cost to the Client.

Tier 3 Support.

Tier 3 issues are managed by the Company and other technical experts, often 3rd party vendors, and may require multiple interactions with the client before the issue is resolved. Any Tier 3 issues related to basic performance of the system, such as bugs in the system that prevent a user from using the system, will be handled by Format Health support at no additional cost. Any Tier 3 issues that are unrelated to basic running of the system will be charged to the Customer at an hourly or project rate to be agreed upon at the time of request (service engineer rates are typically \$150/hr). For instance, additional charges will be made for any enhancement requests or changes that are comprised of style or

preferences.

Scheduled Downtime

Customer acknowledges and agrees that Company may conduct regularly scheduled downtime, during which part or all of the Services may be temporarily unavailable.

Support Response Time

Format Health will respond to any Tier 2 or applicable Tier 3 Support Issues within 1 business day (M-F) of any support request being submitted.

Software Warranty Terms

In addition to any express warranties in the Master Services and Licensing Agreement, the Software (that specified in the Quote/Purchase Order, namely RevivePro and/or CodeBlue IQ) is warranted against material defects that prevent it from basic functionalities that a reasonable user would expect. If a defect arises during the Agreement period, in the course of normal usage and according to instructions, Company, at its option will repair the Software at no charge, or if the material defect is due to a third party vendor's issue, replace that element of the Software with a product with similar functionality. The Warranty does not include protection against loss or damage from negligent use.

Non-material changes to these support terms may be made by Company for any reason and at any time. Updated Support Terms shall be made available on the Company's website.