

Datamed® Products Support & Maintenance Plan Description

Effective Date: January 1, 2023

Description

This online document sets forth the support coverage provided by a Support & Maintenance Plan ("SMP") for Datamed® software products. For the term of the purchased SMP, Datamed LLC ("DLLC") will use commercially reasonable efforts to provide the technical support services described herein, as modified from time to time, for the Datamed® software product(s) covered by the SMP to the SMP holder ("Customer"). This support will be provided by email, telephone, and/or remote computer support, as selected by Customer and approved by DLLC. On-site support services are not covered by the SMP.

During the term, the SMP includes the following:

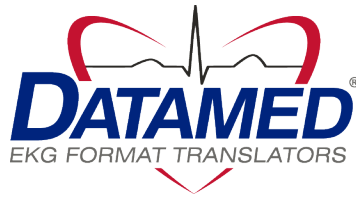
- Installation and configuration assistance.
- Minor version updates and patches (y and z changes in x.y.z).
- Technical support for the covered software products.

DLLC will answer questions and work with Customer personnel to configure the software, update the licensing, and to diagnose and address issues. This includes responding to documented material nonconformities of DLLC products to the applicable specifications (each an "Error") encountered by the end users in the operation, configuration, and implementation of the product. In rare cases a software patch may be necessary to resolve an Error. As indicated above, minor version upgrades and patches to covered software products are included at no additional cost during the term of the SMP. If the issue is related to functionality that was not present in the purchased software but is an enhancement in an upgraded version, this is not a defect or Error covered by the SMP. DLLC may in its sole discretion provide any upgrade at no charge.

Customer will make available its IT personnel and/or biomed personnel as necessary to assist DLLC with the support under the SMP. Operation of the configuration utilities, network configuration/access, and file manipulation normally requires qualified IT personnel. If Customer requests remote computer support, Customer's IT personnel will be needed to facilitate and supervise/monitor Datamed's remote access. To prevent any direct access to Customer's network and servers, DLLC will not use VPN or any other unsupervised access method for remote support. Customer's biomed personnel may also be needed to generate a test EKG and/or look up an EKG on the EKG management system. DLLC shall not be responsible for any failure to meet any commitments set forth in the SMP to the extent such failure arises out of Customer's failure to provide the assistance and/or access described in this paragraph.

Datamed LLC

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The technical support services provided under the SMP do not require the transfer to DLLC of Protected Health Information ("PHI"), as such term is defined in the Health Insurance Portability and Accountability Act of 1996 and the regulations promulgated thereunder. Customer agrees to not send DLLC PHI unless (a) absolutely necessary in order for DLLC to provide the requested support, and (b) in each event, Customer obtains DLLC's prior written approval before sending PHI.

Hours

Support services are provided via email, telephone, and/or remote computer support Monday through Friday between the hours of 8:00 a.m. and 8:00 p.m. Central Time (12x5). DLLC technical support can be reached during these stated hours at the following contact options:

Email: support@datamed.com

Phone: 800-601-3361 Ext 2

Please note, however, that DLLC personnel make good faith efforts to monitor technical support emails received outside of the above-stated technical support hours. For this reason, DLLC requests that Customers with a technical support issue email DLLC technical support with details about their issue and its symptoms as soon as the problem is encountered, so that DLLC can learn of and respond to the technical support request as quickly as possible.

Conditions

DLLC is not obligated to provide technical support if an Error is caused by (a) the malfunction of other products used in connection with the DLLC products, (b) as a result of or in connection with any attempt to make an alteration or addition to DLLC products by Customer or a third party not authorized in writing by DLLC, (c) any event beyond Datamed's reasonable control, or (d) Customer's use of DLLC products with any hardware or software not identified as compatible by DLLC in the product's Compatibility List or in writing to Customer prior to installation.

DLLC'S OBLIGATIONS WITH RESPECT TO SERVICES PROVIDED PURSUANT TO THE SMP ARE EXPRESSLY CONDITIONED UPON AND SUBJECT TO (a) SMP's HOLDERS TIMELY PAYMENT OF ANY AND ALL AMOUNTS OWED TO DLLC OR ITS AFFILIATES, AND (b) THE TERMS AND CONDITIONS OF THE END USER LICENSE AGREEMENT (EULA) IN EFFECT BETWEEN THE PARTIES. IF NO EULA HAS BEEN EXECUTED BY CUSTOMER, DLLC'S OBLIGATIONS WITH RESPECT TO SERVICES PROVIDED PURSUANT TO THE SMP ARE EXPRESSLY CONDITIONED UPON AND SUBJECT TO THE TERMS AND CONDITIONS OF THE EULA POSTED BY DATAMED ON THE WORLD WIDE WEB AT <http://www.datamed.com>.

DLLC may from time to time modify this description of the technical support services provided under the SMP. Each revision or modification shall be dated as of its effective date. Customer should monitor this DLLC webpage to stay apprised of the latest terms of the SMP.

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