



## **MIRTH® CONNECT BY NEXTGEN HEALTHCARE** **MAINTENANCE SERVICES**

**1. Support Issues.** Company offers Software Maintenance Services to help End Users maintain the Connect Offering it accesses and uses under the Connect Agreement. Client will only receive such services while Client has a valid, current (as outlined in Section 6.5) Software Maintenance 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. A workaround may include requiring Client to operate on the most current version of the applicable Connect 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:

<b>Targeted Response Time *</b>	<b>Technical Support Availability</b>
Priority 1 (Critical): One hour**	24x7 support, 365 days a year
Priority 2 (Urgent): Two <a href="#">Business Hours</a>	8:30am-8:30pm EST (business day)
Priority 3 (Important): One <a href="#">Business Day</a>	8:30am-8:30pm EST (business day)
Priority 4 (Minor): Two <a href="#">Business Days</a>	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 Silver, Gold and Platinum priority tiers of Software Maintenance Services include the following:**

- **Silver Bundle Support includes:** [Success Community](#) 10 cases only. No phone support. [Business Hours only](#).
- **Gold Bundle Support includes:** [Success Community](#) 40 cases, exclusive phone support, and [Priority 1 support 24/7/365](#)
- **Platinum Bundle 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 Connect 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 Connect 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):** 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 an enterprise-wide installation, 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 continue in a restricted manner, and data integrity may be at risk. In a pre-production environment, the problem hinders deployment of an enterprise installation. The 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 Connect Offering.

**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.

If as part of the provision of Maintenance Services Client is required to provide to Company personal health information that is protected under any Laws, the Parties will enter into a mutually agreed to Business Associate Agreement or similar agreement if Client itself is a Business



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Associate rather than a Covered Entity. Company does not own the personal health information. Company will request, and Client will provide Company with, only the minimum personal health information required to perform the Services hereunder.

**3. Exclusions.** Software Maintenance Services are only provided on the Connect Offering as initially delivered by Company and only on a single instance of the Connect Offering operating in a production environment. Software Maintenance Services do not include support for: (A) issues that cannot be reproduced by Client 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 Connect Offering by any party other than: Company, (C) issues that arise because of any cause external to the Connect Offering or how the Connect 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 Connect 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. or (G) the *NextGen® Connect Core Extension Bundle*.

**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 Connect 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. Software Maintenance Service Term; Termination of Maintenance.** The Software Maintenance Service Term for the Connect Offerings will be as outlined in the Order Form. For Software Maintenance Services being provided under a perpetual license purchase for the Connect Offerings Software Maintenance Services will be billed separately. For Software Maintenance Services being provided under a non-perpetual license purchase for the Connect Offerings, Software Maintenance Services shall be coterminous with the License Term for such Connect Offerings.

**6. Software Maintenance Service Fees.** The Order Form sets forth the applicable Software Maintenance Services fees. Such fees are non-refundable and due annually, in advance unless stated otherwise in the applicable Schedule or Addendum.

**7. Version Control Policy.** Company may not make Updates available for all versions of the *Mirth® Connect by NextGen Healthcare* and each Update will function with the most recent, general-released, commercial version of the *Mirth® Connect by NextGen Healthcare*. 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 by NextGen Healthcare*. Company will only provide Software Maintenance Services on its most current general-released version of the Software and those prior three (3) 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, 4.2 or 4.23). However, Company is under no obligation to provide Updates 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 by NextGen Healthcare*.