

LUMEON GROUP (Lumeon)
SUPPORT AGREEMENT

This Support Agreement is deemed part of and incorporated into Lumeon's US and UK General Terms and Conditions.

Definitions

The Capitalized terms used in this Support Agreement shall have the meanings attributed to them in the US and UK General Terms and Conditions and the Support Handbook, if not defined otherwise in this Support Agreement.

“API (Application Programming Interface)” is a set of functions and procedures that allow the creation of applications which access the features or data of an operating system, application, or other service.

“Credit Amount” means the percentage of the Monthly Service Fee that the Customer is entitled to in the event that Lumeon fails to meet the agreed service levels under this Support Agreement.

“Commercially Reasonable Efforts” means the same degree of priority and diligence with which Lumeon meets the support needs of its other similar Customers.

“Embedded Software” means any third party software embedded in the product(s) and/or Services.

“Equipment” means any hardware servers and/or hard drive systems.

“Essentials Support” has the meaning as described in the Technical Support Handbook.

“Incident severity” means the categorization of a reported Incident based on impact and prioritization as defined in the Technical Support Handbook.

“Live Environment” means an environment that is in a production mode and in use by real users to conduct business activities.

“Maintenance Window” means the designated time outside of business hours where Lumeon performs essential security and maintenance activities.

“Out-of-scope Services” has the meaning describe in clause 4.1 of the Support Agreement.

“Platform” means the Lumeon “Care Pathway Manager” platform.

“Service Credit” means the service credits specified in the table set out in clause 2 of the SLA.

“Monthly Service Fee” means the proportion of the Services Fees Customer paid in the month the product fault occurs. Monthly Service Fee is calculated by dividing the Services Fee set forth in the applicable Order Form for the year in which the product fault occurs by the number of months stated on the applicable Order Form.

“Service Level Resolution” means a provision of a solution to an incident or product fault either by employing a temporary fix, an answer or a technique that provides a solution to the reported problem.

“Service Level Response” means, in relation to the Service Level Targets, the initialization of the support process through engagement with the Customer to process information gathering, analysis or issue replication.

“Service Level Target” means the target for the Service Level Responses and Resolution times referred to in the Technical Support Handbook.

“Support Request” means the request made by the Customer in accordance with this Support Agreement for support in relation to the product and/or Services, including correction of a product fault

“Support Service” means the support services provided to Customer under an applicable Order Form or Statement of Work.

“Update” means providing fixes and patches, correcting bugs or adding minor software enhancements and compatibility. An update can include driver updates that improve the operation of hardware.

“Upgrade Release” means a major software enhancement or replacement of the current software with a newer or better version.

SUPPORT SERVICE

1. Support Service & Hours

1.1 During the Term, Lumeon shall provide the Support Service to the Customer within the support hours in accordance with the Customer's Support Tier. The hours Lumeon offers support are set forth in the Technical Support Handbook.

1.2 Lumeon will perform the Support Services via the Support Portal (and, if required, by email at Lumeon's sole discretion) and materially in accordance with the Support Tiers set out in the Technical Support Handbook contingent on the Support Tier ordered by the Customer and as amended from time-to-time. In the event of a conflict or ambiguity between the Support Agreement and the Technical Support Handbook, this Support Agreement shall prevail.

1.3 The SLA will apply in respect of Service availability.

1.4 The Customer shall comply with any third party supplier terms and conditions applicable to the Services.

1.5 The Essential Support during the Term shall be included in the Services Fee. The Out-of-scope Service and any enhanced Support Service entitlement outside the Essential Support shall be charged for at the applicable rates set out in the Order Form.

2. Support Limitations

- 2.1 Lumeon shall have the sole right to determine, in its discretion: (a) what constitutes an incident; and (b) when an incident is deemed to be resolved.
- 2.2 Lumeon will use Commercially Reasonable Efforts to: (a) respond within the applicable response time set out in the Technical Support Handbook; and (b) resolve an incident, but does not guarantee that it will be able to respond within that specific time period or that any incident will be resolved for incidents of severity levels 2, 3 and 4.
- 2.3 Lumeon is not responsible or liable for any delay or failure of performance caused in whole or in part by any delay or failure to perform any of Customer's obligations under the Support Agreement in accordance with the respective terms and conditions of these agreements (each, a "**Customer Failure**").

3. Support Exclusions

- 3.1 Without limitation, Lumeon shall have no obligations and shall not be deemed to be in breach of this Support Agreement to the extent that any defect in the Services arose or to the extent that any defect exists or was increased as a result of:
 - 3.1.1 Use of the product(s) and/or Services with software, API's, systems, peripherals, data centers or on Equipment or networking that Lumeon has not confirmed in writing is compatible;
 - 3.1.2 Authorized User or End User error and/or use of the product(s) and/or Services for a purpose or in a way in which Lumeon could not reasonably have expected it to be used;
 - 3.1.3 Any negligence, abuse, misapplication, or misuse of the product(s) and/or Services other than by Lumeon's personnel, including any Customer use of the product(s) and/or Services other than as specified in the Documentation or expressly authorized in writing by Lumeon. For the avoidance of doubt, Customer shall remain responsible and liable for the supervision, coordination, and performance of Customer's Authorized Users in connection with this Support Agreement. Any noncompliance by any Customer's Authorized Users with the provisions of this Support Agreement will constitute Customer's breach hereof;
 - 3.1.4 Use of any Platform API other than: (i) as expressly approved by Lumeon in writing (including in any standard documentation for such API); or (ii) in any manner in which Lumeon could not reasonably have expected it to be used (including but not limited to unnecessary frequency or intensity of use or poor implementation of the application accessing the API);
 - 3.1.5 Failure by an Authorized User or End User to implement solutions to, or other proper recommendations in respect of, product faults as previously advised by Lumeon;
 - 3.1.6 Failure of or a defect in any equipment or hardware provided by the Authorized User or End User;
 - 3.1.7 Failure to have installed the most recent or one of the three previous versions of the most recent Upgrade Release as set out in the Technical Support Handbook, or failure to use equipment or a browser required to use the product(s) and/or Services;
 - 3.1.8 An Authorized User's or End User's use of third party software other than third party software provided or approved by Lumeon;
 - 3.1.9 Any fault in any equipment or software used in conjunction with the product(s) and/or Services except insofar as Lumeon has specific relevant obligations in respect of such equipment or software under the Support Agreement.
 - 3.1.10 Any breach of or noncompliance with any provision of this Support Agreement by the Customer or any of its Authorized Users;
 - 3.1.11 Any Force Majeure Event (including abnormal physical or electrical stress).

4. Out-of-scope Service

- 4.1 The scope of Lumeon's Support Service does not include:
 - 4.1.1 On-site support;
 - 4.1.2 Support for interfaces to data sources;
 - 4.1.3 Data management, data retrieval, data file copying or distribution, additional development, configuration, other changes to the operation of the product(s) and/or Services, administrative tasks or any other routine operational responsibilities;
 - 4.1.4 Product faults with: (i) Pass-Through Services; or (ii) Customer directly contracted third party services to which the product(s) and/or Services interfaces; or (iii) any third party services integrated into the product(s)

and/or Services other than to the extent that the use of third party data centers in the provision of the product(s) and/or Services affects the product(s) and/or Services availability or performance; and

4.1.5 Defects or product faults in third party software utilized by the product(s) and/or Service(s).

Lumeon will make Commercially Reasonable Efforts to assist in the resolution of issues relating to the exclusions in clause 4.1 of the Support Agreement provided that material time and cost do not have to be incurred. Lumeon shall be entitled to charge the reasonable costs (i) of any work that is undertaken to diagnose or support the fixing of a problem with any of the systems or services identified in clause 4.1 of the Support Agreement; and/or (ii) for any on-site support.

4.2 Notwithstanding clause 4.1.4 of the Support Agreement, to the extent that any part of the product(s) and/or Services utilizes Embedded Software, including any open source software, and there are any defects in such Embedded Software that materially affect the use of the product(s) and/or Services, Lumeon shall use commercially reasonable endeavors to promptly:

- 4.2.1 Remedy such defects; or
- 4.2.2 Change the affected Embedded Software for an appropriate alternative (which may be an upgrade to a newer version or from an alternative supplier); or
- 4.2.3 Amend the product(s) and/or Services to circumvent the defect or issue; and such obligation shall be Lumeon's sole liability and the Customer's sole remedy in respect of such defects or product faults.

5. Registered Technical Contacts, submitting Support Requests and Access

5.1 The Customer shall identify the name and contact details of the Registered Technical Contacts in the Statement of Work. The maximum number of Registered Technical Contacts is set out in the Lumeon Support Handbook and corresponds to the specified Support Service purchased by the Customer.

5.2 The Registered Technical Contacts shall solely be responsible for providing all front line support to Authorized Users and End-Users, including without limitation:

- 5.2.1 Responding to all Authorized User and End-User inquiries relating to the product(s) and/or Services;
- 5.2.2 Identifying the nature and extent of the reported problem;
- 5.2.3 Verifying whether the reported problem is a reproducible error;
- 5.2.4 Advising of any recommended known solution or workaround to such problem or error;
- 5.2.5 Resolving any administrative requests;
- 5.2.6 Resolving any configuration requests that can be handled within the user interface;
- 5.2.7 Resolving any Customer internal, network and internet connection issues; and
- 5.2.8 Documenting and escalating to Lumeon's helpdesk any unresolved issues.

5.3 Registered Technical Contacts shall solely make every reasonable effort to resolve issues and eliminate any local causes before raising a Support Request.

5.4 In the event of an unresolvable issue in accordance with clause 5.3. of the Support Agreement, the Registered Technical Contact may exclusively request Support Services by way of a Support Request via

- 5.4.1 Telephone (+44 (0) 203 137 9999) for any incidents of severity level 1 and 2 in the UK, Telephone +1 888 450 3195 for any incidents of severity level 1 and 2 in the US; and
- 5.4.2 Support Portal (<https://help.lumeon.com>) for any incidents at severity level 3 and 4.

5.5 Each Support Request shall include a description of:

- 5.5.1 The product, and/or module and version;
- 5.5.2 Incident category, Severity, description and symptoms; and
- 5.5.3 Relevant supporting information to assist us in resolving the issue.

5.6 The Customer shall provide Lumeon with:

- 5.6.1 Prompt notice of any product faults; and
- 5.6.2 Such output and other data, documents, information, and assistance, as are reasonably necessary to assist Lumeon to reproduce operating conditions similar to those present when the Customer detected the relevant product fault and to respond to the relevant Support Request.

5.7 For security purposes, any Registered Technical Contact may be subject to a call back on their phone number as pre-registered with Lumeon. Support Service may be delayed until such verification can be completed.

5.8 Lumeon shall be under no obligation to provide support in respect of any Customer side, Authorized User or End User software, systems, network or internet connectivity.

6. Updates, Planned Downtime & Maintenance

- 6.1 Lumeon may modify its product(s) and/or Service(s) at any time without notice. Lumeon may, but is not obliged to, apply software Updates provided by itself or by any third party suppliers used in the provision of the Service(s) at its sole discretion at any time.
- 6.2 Lumeon reserves the right to undertake other maintenance activities and system Updates at any time in the Maintenance Window.
- 6.3 Where product(s) downtime is planned, Lumeon will use its reasonable endeavors to give the Customer reasonable advance notice. The Customer accepts and acknowledges however that in emergency situations it may not be practical to give notice.
- 6.4 Product(s) downtime as measured for the SLA shall not include planned maintenance.

7. Upgrade Releases

- 7.1 Lumeon shall, but is not obliged to, make new Upgrade Releases of the products(s) and/or Service(s) available from time-to-time. If any Upgrade Releases are made available to Customer, the applicable General Terms and Conditions together with this Support Agreement will apply to such Upgrade Releases unless the updated products(s) and/or Service(s) are accompanied by a separate license or terms and conditions. If updated products(s) and/or Service(s) are accompanied by a separate license or terms and conditions and the Customer uses such updated products(s) and/or Service(s), then that license will apply with respect to such Service(s). If Customer is provided with updated products(s) and/or Service(s) and no separate license agreement or terms and conditions are accompanying those updated products(s) and/or Service(s), the then-current applicable General Terms and Conditions and Support Agreement will apply to Customer's use of those updated products(s) and/or Service(s). The Customer is under no obligation to accept an Upgrade Release. Notwithstanding the foregoing, Lumeon shall only support the current or one of the three (3) previous releases in accordance with clause 3.1.7. Where the Customer requires support or assistance in relation to an Upgrade Release, this shall be charged on a time and materials basis agreed in writing with the Customer. Lumeon may also deprecate any of the products(s) and/or Service(s) at any time, without notice to the Customer. Lumeon is not required to provide Customer with an updated version of any deprecated products(s) and/or Service(s).
- 7.2 Lumeon reserves the right to charge additional fees for new features or services whether or not they form part of an Upgrade Release. The Customer shall only be obliged to pay for such features or services if Authorized Users or End Users start to use them.

8. Pass-Through Services and other ad hoc services

- 8.1 Where the Customer requires any Pass-Through Services, the terms and conditions of the provider of the Pass-Through Service shall apply.
- 8.2 Lumeon shall be entitled to change the provider of any Pass-Through Service on no less than 30 days' notice to the Customer.
- 8.3 Where Lumeon agrees to provide any ad hoc services, such services will be billed on a time and materials basis including reasonable expenses.

9. Support Service Improvement

Lumeon may track and analyze Customer Data or any other data provided from the Customer to Lumeon within the Support Service for the purposes of service management and improvement. All analysis shall be on an anonymized basis.

SLA (SERVICE LEVEL AGREEMENT)

1. Service Levels

- 1.1 Lumeon shall:
 - 1.1.1 Prioritize all Support Requests based on its reasonable assessment of the Incident Severity of the incident reported; and
 - 1.1.2 Provide Service Level Response to all Support Requests in accordance with the Service Level Target specified in the Lumeon Support Handbook.
- 1.2 Any support ticket relating to a non-production environment (e.g., test, training and staging environments); shall be categorized to an Incident Severity below the corresponding level in a Live Environment.

- 1.3 If a Support Request is referred back to the Customer for further information or testing, the measurement of time to the Service Level Resolution target will be stopped until such time as such information or confirmation of testing has been received by Lumeon. Should such information or confirmation not be received within three (3) Working Days, Lumeon will notify the Registered Technical Contacts of their obligation to provide the information or confirmation, after five (5) Working Days if such information or confirmation has still not been received, then Lumeon will notify the Registered Technical Contacts of auto-closing the ticket within two (2) Working Days of the date such notification was sent to the Customer and if the information or confirmation of testing is not received within two (2) Working Days of such notification to the Customer then the Support Request may be closed at the discretion of Lumeon.
- 1.4 The parties may, on a case-by-case basis, agree in writing to a reasonable extension of the Service Level Response times.
- 1.5 Lumeon shall give the Customer regular updates of the nature and status of its efforts to correct any product fault.
- 1.6 Where a product fault recurs and a Support Request has previously been raised and closed, any subsequent Support Request raised for the recurrence of the product fault shall be classed as a new instance.
- 1.7 Any delays caused by the Customer's actions or by any failure of the Customer to act (including time taken by the Customer to approve any of Lumeon's actions) shall be taken into account in assessing whether Lumeon has met any of the timescale targets in the SLA.

2. Service Credits

- 2.1 In the event of a product fault during a calendar month of the Term, the Customer shall become entitled to the Service Credit specified in the table set out below corresponding to the relevant products and/or Service availability on submitting a written claim for such Service Credit within three (3) months (at the earliest of the end of the respective calendar month) in which they arose, provided that the failure:
 - 2.1.1 Is related to a product fault;
 - 2.1.2 The product fault occurred within the contracted Working Hours;
 - 2.1.3 Did not result from an incident mentioned under clause 3.1 of the Support Agreement or a cause outside the Lumeon's control; and
 - 2.1.4 Was promptly notified to Lumeon under clause 5 of the Support Agreement.

Product Availability	Credit Amount
95.5 – 97.5% of Working Hours in each calendar month.	2.5%
0 – 95% of Working Hours in each calendar month.	5%

- 2.2 In calculating the achievement or non-achievement of Service Credits, the products(s) and/or Service non-availability shall be measured from the time 1) the product fault is reported by the Customer in accordance with Clause 5 of the Support Agreement; or 2) Lumeon notifies the Customer of an unavailability of the products(s) and/or Services; whichever is the earlier, to the time of the Customer notifying Support Service of the end of the product fault via the Support Portal or e-mail. For the avoidance of doubt, only the first ticket raised shall be counted for each distinct instance of a product fault and any other tickets shall be ignored.
- 2.3 Lumeon shall have the right to deduct the time when calculating the Product Availability and Credit Amount where the Customer delayed or failed to notify Lumeon of the product fault resolution.
- 2.4 Product fault calculations are rounded to the nearest thirty (30) minute interval.
- 2.5 Product Availability is rounded to the nearest half or full digit percentage (ex. 96.38% is rounded to 96.5%)
- 2.6 In the event of a product fault carrying over from one calendar month to the next one, the product fault will be counted against the calendar month in which the product fault started.
- 2.7 The maximum total Service Credit for any one month of the Term shall be 20% of the Monthly Service Fees.
- 2.8 The entitlement to Service Credits shall be deemed waived in the event of Service Credits not being claimed within three (3) months of the non-achievement of Service Level Target.
- 2.9 The parties acknowledge that each Service Credit is a genuine pre-estimate of the loss likely to be suffered by the Customer and not a penalty.
- 2.10 The provision of a Service Credit shall be an exclusive remedy for a particular product(s) and/or Service availability failure. For the avoidance of doubt, a product and/or Service that is available but not running on full capacity/speed will not entitle the Customer to Service Credits.

- 2.11 Service Credits shall be cumulated to the end of the Term. The Term shall be extended free of charge by the amount of Working Hours the Service Credits have cumulated. Lumeon shall not in any circumstances be obliged to pay any money or make any refund to the Customer.
- 2.12 Any modification, configuration or alteration of the products(s) and/or Service(s) made by an Authorized User and/or End User without prior approval by Lumeon in writing, resulting in a damage or product fault will be excluded from the entitlement to Service Credits.

GENERAL

1. Liability

- 1.1 Lumeon shall not be liable for any Services not being part of this Support Agreement and any defects non-performance outside its reasonable control including but not limited to Clause 4.1. of the Support Agreement.
- 1.2 Lumeon shall not be liable for any modification, configuration or alteration to the Service(s) made by an Authorized User and/or End User without prior approval by Lumeon in writing, resulting in a damage or product fault.
- 1.3 To the extent permitted by law and subject to the provisions contained in clause 11 of the US and UK General Terms and Conditions, the total aggregate liability of Lumeon to the Customer, with regards to claims related to the Support Service, shall in no event exceed the amount paid to Lumeon for the Support Service.

2. Governing law and Jurisdiction

Each party irrevocably agrees that any Dispute or claim shall be governed by and subject to the exclusive jurisdiction set forth in the applicable General Terms and Conditions.