

MEDCURRENT UK LTD
SOFTWARE LICENCE AND MASTER SERVICES AGREEMENT
(UK Licensee)

This SOFTWARE LICENCE AND MASTER SERVICES AGREEMENT is dated as of the [REDACTED] day of [REDACTED], 20[REDACTED] between:

MEDCURRENT UK LTD

a limited company under the laws of the United Kingdom and having principal place of business at:

4TH FLOOR 115 GEORGE STREET
EDINBURGH
EH2 4JN
UNITED KINGDOM
(the "Licensor")

and

<<LICENSEE>>

(the "Licensee")

BACKGROUND:

- A. Licensor has developed a computer software program used for clinical decision support for diagnostic imaging tests (the "**iRefer CDS Software**", which shall include all upgrades and updates thereto) and related user documentation (the "**Documentation**" and, together with the **iRefer CDS Software**, the "**CDS System**").
- B. Licensee wishes to license the CDS System and engage Licensor to provide services related thereto, and Licensor has agreed to grant such licence and provide such services, pursuant to the terms of this Agreement.

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Licensor and Licensee (collectively, the "**Parties**" and individually, a "**Party**") agree as follows:

- 1. **Grant of Licence.** Subject to the terms of this Agreement, Licensor hereby grants to Licensee a non-perpetual (subject to Section 19) non-transferable and non-exclusive licence ("**Licence**") to use the CDS System solely for Licensee's own internal business purposes and solely at the designated site(s) (the "**Designated Site(s)**"). If Licensee wishes to use the CDS Software at designated sites in addition to the Designated Site(s), Licensee agrees to obtain a separate licence for each such site.

joint venture, trust, unincorporated organization, the Crown or any other entity recognised by law.

Licensee shall (a) not copy the CDS Software except to make one copy solely for back-up purposes; (b) not copy any of the Documentation for any purpose; (c) not assign this Agreement or transfer, lease, or otherwise grant a sublicense of the CDS System or the Licence contained herein to any Person except as and when authorized to do so by Licensor in writing; (d) not reverse engineer, decompile or disassemble the iRefer CDS Software; (e) not use the CDS System except as authorized herein; and (f) take all reasonable precautions to prevent third parties from using the CDS System in any way that would constitute a breach of this Agreement including, without
- 2. **Restrictions on Use.** Licensee shall not use the CDS System on behalf of or for the benefit of any other Person, including an affiliate of Licensee, except as expressly provided herein. For the purposes of this Agreement, "**Person**" includes an individual, corporation, partnership,

limitation, such precautions as Licensee would otherwise take to protect its own proprietary software, hardware or information.

3. **Services.** Licensor shall provide the software maintenance and support services described in Section 7 hereof (the “**Maintenance and Support Services**”) and the configuration, installation, training and other professional services described herein (the “**Professional Services**” and together with the Maintenance and Support Services, the “**Services**”) in respect of the CDS System, all in accordance with the terms of this Agreement.
4. **Project Co-ordinators.** Each party designates a “**Project Co-ordinator**” for the purposes of rendering the Services hereunder. The Project Co-ordinator of each party shall be responsible for arranging all meetings between the parties, and for the transmission and receipt of work product, and any information and notices between the parties.
5. **Configuration and Installation.**
 - (a) Subject to Licensee fulfilling its obligations as set out in Section 5(b), Licensor shall provide two (2) cloud-hosted CDS instances and configure the CDS Software to render it compatible with such computer as well as with the Licensee’s diagnostic imaging equipment and the related systems with which the CDS Software is designed to interact (together, the “**Platform**”, which includes, without limitation, Licensee’s EHR systems). Licensor shall also deliver to Licensee one copy of the Documentation. Licensee will provide co-operation and assistance through its IT, diagnostic imaging, business process and operations personnel, as reasonably required by Licensor in order to provide the configuration and installation services hereunder. Licensor shall make reasonable efforts to meet the targeted date for completion of initial configuration and installation but shall not be liable for its failure to do so. Licensor shall provide prompt notice to Licensee if it determines at any time that there will be any delay in completing the configuration and installation.
 - (b) Licensee is responsible for ensuring that the Platform complies with the applicable requirements set out in the Specifications. Licensee is also responsible for providing the services and/or deliverables, if any, to be listed hereto as “**Licensee Requirements**”. Licensee acknowledges that Licensee’s timely, complete, and accurate performance of its obligations hereunder are essential to Licensor meeting any targeted completion date.
6. **Training.** Licensor shall provide Licensee with basic training to use the CDS Software at such time as is mutually convenient for both Parties.
7. **Maintenance and Support.** Commencing upon expiry of the Performance Warranty (as defined in Section 11 below), upon payment of the initial Annual Maintenance Fee, and for each year thereafter, provided that Licensee continues to pay the Annual Maintenance Fee and is not otherwise in breach of this Agreement, Licensor shall provide the Maintenance and Support Services. Licensee must, in addition to paying the Annual Maintenance Fee, accept each maintenance update or upgrade provided by Licensor, which maintenance updates and upgrades will be installed and configured by Licensor in accordance with Section 5 hereof.
8. **Fees.** Licensee agrees to pay to Licensor the fees set out in specific fees schedule, in accordance with the payment terms set out therein, for use of the CDS System (the “**Licence Fees**”) as well as for the Professional Services provided hereunder (the “**Professional Services Fees**”) and for the Maintenance and Support Services provided hereunder. All payments due hereunder are exclusive of all taxes and duties, which taxes and duties shall be the responsibility of Licensee. Fees are due net thirty (30) days from the receipt on invoice date. Any late payment shall be subject to interest, from the applicable due date, at an amount equal to the lesser of 2% per month or the maximum amount permitted by law.
9. **Ownership and Copyright.** Licensee acknowledges that the CDS System is proprietary to Licensor and that all rights thereto, including all intellectual property rights therein are owned by Licensor. No title or ownership of the CDS System or any portion thereof is transferred by Licensor to Licensee hereunder. Licensee shall not remove, alter or

obscure any of Licensor's marks or propriety notices on the CDS Software or the Documentation.

10. General Representations and Warranties.

Each of Licensor and Licensee represents and warrants to the other as follows:

- (i) it has the full right, power, legal capacity and authority to perform its obligations under this Agreement;
- (ii) the entering into of this Agreement will not conflict with, or result in, a breach of the terms, conditions or provisions of, or constitute a default under, any agreement to which it is bound;
- (iii) it is a corporation, duly organized and in good standing under the laws of the jurisdiction of its incorporation and will maintain such status; and
- (iv) the person(s) signing this Agreement on its behalf has been duly authorized by all necessary corporate action, and this Agreement has been duly and validly executed and constitutes its legal, valid and binding obligation enforceable against it in accordance with its terms.

Licensor represents and warrants that the Services shall be performed in a professional and workmanlike manner consistent with industry standards, exercising due skill and care.

11. Performance Warranty. Licensor warrants that, for a period of one (1) year from the date of installation by Licensor, the CDS Software will perform substantially in accordance with the Specifications if the CDS Software is properly used as set forth in the Documentation (the "**Performance Warranty**"). If the CDS Software does not so perform during such period, Licensor will use reasonable efforts to correct, at no cost to Licensee programming errors in the CDS Software to make the CDS Software so perform. Licensor shall have no other liability for such non-compliance. This warranty does not apply to defects that arise out of accident, neglect, misuse, modification of the CDS Software, Platform failure, failure of electric

power, equipment failure or other causes beyond Licensor's control.

This limited warranty only extends to those errors communicated to the Licensor in writing within the one (1) year period following installation of the CDS Software.

EXCEPT AS OTHERWISE SPECIFICALLY SET FORTH HEREIN, LICENSEE ACKNOWLEDGES THAT THE CDS SYSTEM IS PROVIDED ON AN "AS IS" BASIS AND LICENSOR DOES NOT WARRANT THAT THE CDS SYSTEM WILL MEET LICENSEE'S REQUIREMENTS, BE ERROR FREE OR OPERATE WITHOUT INTERRUPTION. LICENSOR MAKES NO OTHER WARRANTIES TO LICENSEE, EXPRESS OR IMPLIED, AND SPECIFICALLY DISCLAIMS ANY IMPLIED WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR NON-INFRINGEMENT.

12. Limitations on Liability. Should Licensor be in breach of any obligation under this Agreement, Licensee's remedies will be limited to those set forth in this Agreement and no action may be brought more than twelve (12) months after the facts giving rise to the cause have action have occurred, regardless of whether those facts by that time are known to, or reasonably ought to have been discovered by Licensee. The remedies provided in this Agreement are the sole and exclusive remedies of the Parties.

THE MAXIMUM TOTAL LIABILITY FOR LICENSOR FOR ANY CLAIM WHATSOEVER, INCLUDING WITHOUT LIMITATION CLAIMS FOR BREACH OF CONTRACT, TORT (INCLUDING, WITHOUT LIMITATION, NEGLIGENCE) OR OTHERWISE SHALL BE AN AWARD FOR DIRECT, PROVABLE DAMAGES NOT TO EXCEED THE AMOUNTS PAID HEREUNDER BY LICENSEE TO LICENSOR WITHIN THE PREVIOUS TWELVE (12) MONTHS, LESS THE AMOUNT OF ANY DAMAGES ALREADY PAID. IN NO EVENT SHALL LICENSOR BE LIABLE FOR ANY INDIRECT, SPECIAL, EXEMPLARY, INCIDENTAL, OR CONSEQUENTIAL DAMAGES, INCLUDING LOSS OF BUSINESS PROFITS, BUSINESS INTERRUPTION, LOSS OF INFORMATION AND ANY OTHER COMMERCIAL LOSS,

EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

13. **Injunctive Relief.** Licensee agrees that any breach by it of any Section 2, 9 or 15 of this Agreement may cause serious and irreparable harm to Licensor and that in the event of such a breach by Licensee, Licensor will be entitled to seek injunctive relief as well as any and all other remedies available at law or in equity.
14. **Indemnity.** Licensee shall indemnify Licensor from any claim by a third party arising out of or related to Licensee's use of the CDS System.

Each Party will indemnify, hold harmless and defend the other Party from and against any and all claims, losses, liabilities, costs, and other expenses incurred as a result of or arising directly or indirectly out of or in connection with any misrepresentation, breach of warranty or non-fulfillment of any undertaking on the part of the Party under this Agreement or any Attachment.

Licensor will indemnify, hold harmless and defend Licensee with respect to any claims, demands, awards, judgments, actions and proceedings made by any person or organization, based on a claim that the Services infringe upon a United States patent, copyright, trade secret or other proprietary right of a third party.

15. **Confidential Information.** In the performance of this Agreement or in contemplation thereof, the Parties may each have access to computer programs, product plans, flow charts, marketing and sales information, customer lists, know-how, trade secrets and other confidential information owned by the other ("**Confidential Information**"). Each of the Parties agrees (a) to use commercially reasonable efforts to protect the Confidential Information of the other Party from unauthorised use or disclosure and to use at least the same degree of care with regard thereto as it uses to protect its own confidential information of a like nature; (b) to use and reproduce the Confidential Information of the other Party only as permitted under this Agreement or as needed to perform its duties hereunder; and (c) not to disclose or otherwise permit access to the Confidential Information of the other Party to any third party, without the other Party's prior written consent. Information will not be considered to be Confidential

Information if it: (i) was known by one Party prior to its receipt from the other, (ii) is or becomes public knowledge without the fault of the recipient, (iii) is rightfully received by the recipient from a source other than a Party to this Agreement, (iv) is disclosed with the written consent of the Party whose information it is, or (v) is disclosed pursuant to court order or other legal compulsion.

16. **Legal Compliance.** The Parties shall comply with their respective obligations under all federal, state/provincial, and local laws and regulations applicable to the performance of their respective obligations hereunder, including, without limitation, any applicable laws and regulations governing the security and privacy of personal information, including electronically stored personal health information.
17. **Term and Renewal.** This Agreement shall have an initial term of one (1) year from the date first written above, unless earlier terminated as provided herein. Upon expiration of the Agreement at the end of the initial term or any renewal thereof, the parties may agree to renew the Agreement on terms to be mutually agreed.
18. **Early Termination.** Either party may terminate this Agreement before the end of the initial term or any renewal thereof by written notice to the other party, if (i) the other party fails to cure any material breach of the Agreement, within a thirty (30) day period after having received a written notice from the non-breaching party detailing such breach; (ii) the other party shall admit in writing its inability to pay its debts generally as they come due, shall commit an act of bankruptcy or insolvency, or shall file any petition or action for relief under any bankruptcy, reorganization, insolvency or moratorium law, or any other law or laws for the relief of, or relating to, debtors or take any action in furtherance of any of the foregoing; (iii) an involuntary petition shall be filed under any bankruptcy statute against the other party or a receiver or trustee shall be appointed to take possession of the properties of such party unless such petition or appointment is set aside or withdrawn or ceases to be in effect within 60 days from the date of said filing or appointment; or (iv) the other party ceases or threatens to cease carrying on business in its normal course or disposes of all or a significant

part of its business or assets or an encumbrances, lien holder or a person acting on its behalf takes possession of all or a substantial part of the assets of such party (provided such disposition or possession, as applicable, materially affects the ability of the party to perform its obligations under this Agreement).

19. **Survival.** The provisions of Sections 2, 9 to 15 and 20 to 27 herein shall survive the termination or natural expiration of this Agreement. The Licence granted to Licensee pursuant to Section 1 of the Agreement shall survive the natural expiration of the Agreement or early termination thereof by Licensee, provided however that upon early termination of the Agreement by Licensor pursuant to Section 19, the Licence and all of Licensee's rights thereunder shall cease. Upon such early termination by Licensor, Licensee shall immediately stop using and shall uninstall the CDS Software, together with any copies thereof and shall destroy all Documentation, and provide Licensor forthwith with certification of compliance with such requirements. The termination of the Licence and/or this Agreement shall not prejudice or affect the accrued rights or claims of Licensor nor shall it release Licensee from any of the restrictions of this Agreement concerning use, possession, copying, or disclosure of the CDS Software or Documentation, all of which shall survive termination.
20. **Notice.** All notices, requests, demands, claims, and other communications hereunder shall be in writing. Any notice, request, demand, claim, or other communication hereunder shall be deemed duly given (i) when delivered, if personally delivered, (ii) when receipt is electronically confirmed, if faxed or e-mailed (with hard copy to follow via first class mail, postage prepaid in case of a notice of termination) or (iii) one (1) day after deposit with a reputable overnight courier, in each case addressed to the Project Co-ordinator.
21. **Force Majeure.** Neither Party shall be liable to the other Party for any delay or failure to perform its obligations hereunder due to strikes, labour disputes, riots, storms, floods, explosions, act of God, war or other cause beyond the reasonable control of such Party (other than lack of funds), provided such Party notifies the other Party immediately and in detail of the nature of such cause and the probable consequences thereof, and provided further that such Party uses its reasonable efforts to render performance in a timely manner.
22. **Assignment.** This Agreement may not be assigned by either Party without the prior written consent of the other, such consent not to be unreasonably withheld, except that Licensor shall be entitled to assign this Agreement to an affiliate of Licensor without the prior written consent of Licensee. The rights and obligations under this Agreement shall be binding upon, and enure to the benefit of, the parties and their respective successors and permitted assigns.
23. **Schedules.** The schedules to this Agreement form an integral part of this Agreement.
24. **Governing Law.** This Agreement shall be governed by and construed in accordance with the laws of the United Kingdom, without regard to its conflict of laws principles and shall be treated in all respects, as a United Kingdom contract. The Parties submit to the non-exclusive jurisdiction of the courts of the United Kingdom.
25. **Currency.** Unless otherwise indicated, all amounts referred to in this Agreement are in Great Britain Pound Sterling.
26. **Entire Agreement; Amendment.** This Agreement, including all schedules, is the complete statement of the agreement of the Parties with respect to the subject matter hereof and supersedes all prior agreements, negotiations and representations, oral or written, between the Parties with respect to the subject matter hereof. This Agreement may not be modified except by a written instrument duly executed by the Parties hereto.
27. **Severability; No Waiver.** If any provision of this Agreement is held to be invalid or unenforceable for any reason, the remaining provisions will continue in full force. The waiver by either Party of a breach of any provision of this Agreement will not operate as a waiver of any other breach. No delay or failure of Licensee or Licensor to exercise any right or remedy will operate as a waiver, except where specifically provided to the contrary.

IN WITNESS WHEREOF, the Parties have duly executed this Agreement as of the date written above.

MEDCURRENT UK LTD.

<<LICENSEE>>

Per: _____

Per: _____

Name: _____

Name: _____

Title: _____

Title: _____

SCHEDULE A - ADDITIONAL TERMS

1. LICENSOR

Project Co-ordinator: <<TBD>> _____

Address: 4TH FLOOR 115 GEORGE STREE, EDINBURGH, EH2 4JN
UNITED KINGDOM

Telephone No. <<TBD>> _____

Fax No. <<TBD>> _____

Email: <<TBD>> _____

2. LICENSEE Contact for Notices

Name: <<NAME>> _____

Address: <<ADDRESS>> _____

Telephone No. <<PHONE NUMBER>> _____

Fax No. _____

Email: <<EMAIL>> _____

3. DESIGNATED SITE(S)

<<INSERT LOCATIONS >> _____

4. INSTALLATION AND CONFIGURATION

Target date for completion of installation and configuration: <<TO BE UPDATED>>

Fees for installation and configuration: Refer to Schedule E

Installation, configuration and implementation is based on the following assumptions and Licensee Requirements and is subject to change if any of the following assumptions change or are inaccurate or if any delays or additional costs are incurred by Licensor as a result of Licensee's failure to perform its obligations hereunder.

Assumptions and Licensee Requirements:

- Licensee has deployed <<TBD - EPR, OrderComms, etc>>.
- Licensee meets the MedCurrent iRefer CDS Software technical requirements as outlined in Schedule B
- Licensee has access to local and/or vendor resources during the prescribed project timelines

5. TRAINING

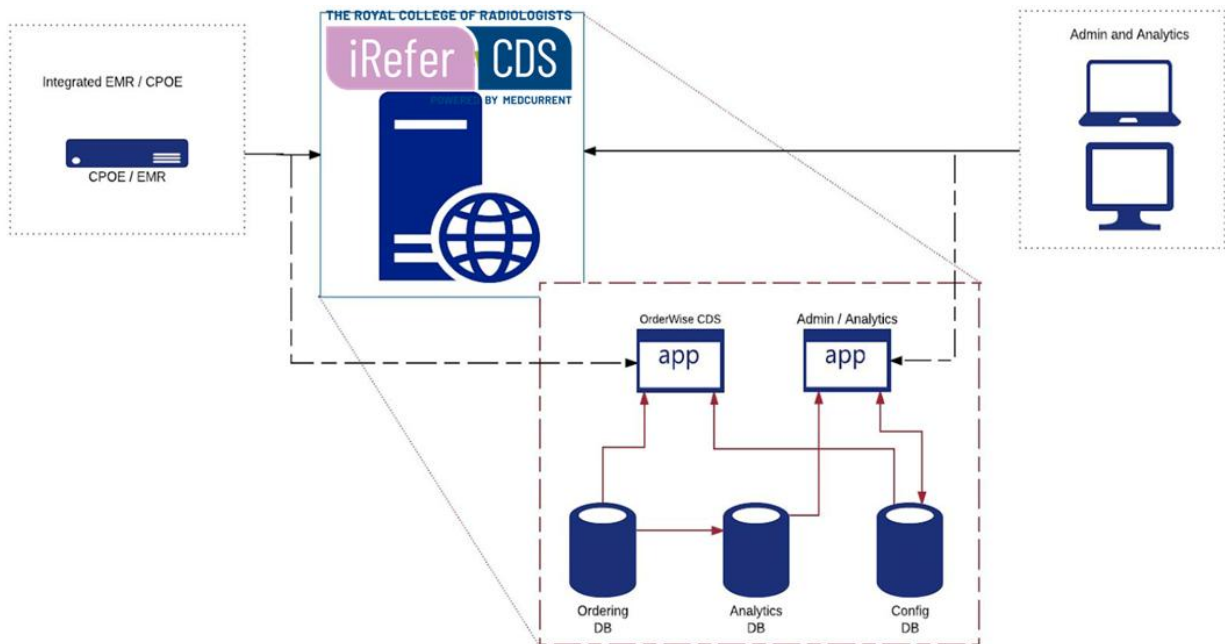
Licensor shall provide training for up to 10 of Licensee's representatives in two sessions and provide training materials including but not limited to a training video and training handout. The training will take place at <<LICENSEE>> on a date to be agreed by the Parties. If Licensee requests additional training,

such training will be provided at a mutually agreed date and time, at the rate applicable to Other Professional Services as set out in Schedule E.

SCHEDULE B - TECHNICAL SPECIFICATIONS, MAINTENANCE AND SUPPORT

The MedCurrent iRefer CDS Software is a cloud solution that is hosted within Microsoft Azure UK Data Centres.

1. Architecture



2. Authentication

Authentication between the EPR/OCS and MedCurrent iRefer CDS is performed at a system level. A unique customer API Key is used to authenticate the EPR/OCS to MedCurrent iRefer CDS.

Administration and Analytics are accessible using accounts provisioned on the MedCurrent iRefer CDS application. Site admins are responsible for creation and maintenance of these accounts.

Password policy:

MedCurrent iRefer CDS has a strict password policy for admin / analytics

- At least 8 characters
- At least one number
- At least one lowercase letter
- At least one capital letter
- At least one special character like "!@#\$\$%^&*"

3. Client Browser Requirements

Software	Version
Google Chrome	All versions
Mozilla Firefox	All versions
Microsoft Edge	All versions

4. Client Network Connectivity Requirements

Hostname	Port
*.medcurrent.net	443

5. Maintenance and Support

Upon payment of the Annual License and/or Maintenance Fee, Licensor shall provide Licensee with the following Maintenance and Support Services:

- (a) Cloud-hosting of two (2) iRefer CDS Software instances at the Microsoft Azure UK datacentre
- (b) provision to Licensee of such updates and upgrades to the iRefer CDS Software as Licensor may from time to time make available to its licensees generally at no additional cost
- (c) provision of the services of a qualified representative of Licensor to attempt to correct (which may consist of providing a suitable fix or workaround) any non-conformance of the iRefer CDS Software with the Specifications (each an “**Error**”) which has been brought to the prompt attention of Licensor by Licensee. For the purposes of this Agreement, “**Specifications**” means the technical and functional specifications for the design, performance, operation and maintenance of the iRefer CDS Software published by Licensor and made available to Licensee. Licensee shall co-operate with Licensor in providing access to the Designated Site and Platform as required by Licensor to provide such support.
- (d) Licensor shall provide Licensee with telephone access to technical experts for technical assistance (“**Assistance**”) and Errors as follows: (i) for all Assistance and Errors (other than Critical Errors), from Monday to Friday, from 8 am to 5 pm Licensee Time; and (ii) for Critical Errors, seven days a week, 24 hours a day. “**Critical Error**” means an Error which results in the iRefer CDS Software being entirely inoperable.
- (e) Licensor shall generally diagnose and handle Errors and provide Assistance remotely, and Licensee must provide remote access connectivity to the Licensee systems that support the iRefer CDS Software. In the event that Assistance cannot be provided or an Error cannot be handled remotely, Licensor shall dispatch a technical expert to provide onsite Assistance or Error handling to Licensee, provided that Licensor may require Licensee to reimburse Licensor for travel, automobile and other related out-of-pocket expenses incurred in connection with any such technical experts.
- (f) Licensor shall provide a telephone number as a single point-of-contact for support. Licensee shall call this number to report all requests for Assistance and all Errors. Assistance and Errors other than Critical Errors can also be reported by e-mail.

Maintenance and Support Services do not include:

- (i) any non-conformance of the IRefer CDS Software with the Specifications as a result of the use of IRefer CDS Software other than on the Platform or otherwise in violation of the Licence restrictions or not in accordance with Documentation;
- (ii) Errors resulting from any services performed or any modifications, including upgrades or updates, made to the IRefer CDS Software, by any party other than Licensor or an authorized representative of Licensor; or
- (iii) accident, misuse of or damage or modification to the iRefer CDS Software by Licensee, or failure by Licensee to maintain the Platform.

In the event Licensee requests any service that is not a part of the Maintenance and Support Services, Licensor may comply with such request, at its discretion, at its hourly rate for Other Professional Services, as set out above.

Schedule C - MEDCURRENT SERVICE LEVEL AGREEMENT (“SLA”)

This Schedule describes how quantitative expectations of performance are to be computed, reported, and administered by Licensor in performance of its obligations as prescribed by Software Schedules under this Agreement.

1. Definitions

Unless otherwise defined herein, capitalized terms shall have the meaning ascribed to them in the Agreement.

1.1 “Business Day” means Monday through Friday, excluding Licensee holidays.

1.2 “Business Hours” means 8:00 AM to 5:00 PM Licensee local time during a Business Day.

1.3 “Closure” occurs (or a Ticket is **“Closed”**) when Licensor confirms with the Licensee Contact that the Ticket has been Resolved. If the Licensee Contact indicates that the problem is not Resolved then the Ticket remains open and is not Resolved, subject to Licensor’s right to escalate the determination in accordance with the governance process. If Licensor reasonably believes that the Ticket has been Resolved, and has made three (3) failed attempts to contact the Licensee Contact to confirm, at least one of which is by email, then Licensor may deem the Ticket Closed as of the time Licensor believes the Error was Resolved, subject to such Ticket’s being reopened if the Licensee Contact subsequently notifies Licensor that the Error is not Resolved. The time spent by Licensor in confirming Closure after Resolution is not counted in determining Service Level compliance.

1.4 “Error” means an instance in which Licensee detects that the Software: (i) is not accessible through customary means, (ii) does not operate in a manner consistent with prior use, or (iii) does not perform in accordance with the Documentation; provided such instance does not arise from computing or networking failures under the responsibility of Licensee.

1.5 “Response Time Target” means the Response Time represented by the Licensor as normal and customary for Licensor’s process to respond to an Error. The Response Time Target is given in Table 1.1.

1.6 “Resolution Time Target” means the Resolution Time represented by the Licensor as normal and customary for Licensor’s process to Resolve a Ticket. The Resolution Time Target is given in Table 1.1.

1.7 “Resolution” or “Resolve” means an agreement between the Licensee and Licensor that no further activity on a Ticket is required for reasons including: (i) the complete functional restoration of the Software, (ii) the implementation of a functionally and operationally satisfactory work around, or (iii) the acceptance on the part of the Licensee that the issue is not technically resolvable within commercially reasonable cost or in a timely manner. To avoid doubt, a Ticket may be Resolved in favor of a newly-created Ticket of lower priority for the same or similar issue if actions by Licensor or other events cause the urgency of the Error to diminish.

1.8 “Resolution Time” means the period of time which elapses between: (i) the time when a Ticket is opened pursuant to the procedures mutually agreed to between Licensee and Licensor, (ii) the time when the Error is Resolved, and (iii) less time during which progress on the Ticket is solely under the control and responsibility of the Licensee. For the avoidance of doubt, Resolution Time shall be measured to the time of Resolution and not the time of Closure, notwithstanding the need for Closure for each

Ticket.

1.9 “Severity” means the numeric indication (P1-P3) established by the Licensee consistent with the need to correct the Error. Further definition is given in Table 1.1.

1.10 “Ticket” means the tracking file created by the Licensor at the first report of an Error and updated until Closure.

Severity	Description	Action	Response Time Target	Resolution Time Target
P1	Urgent – User cannot perform basic functions; financial or patient care negatively impacted; no workaround is available	Report to MedCurrent via telephone and/or disable IRefer CDS	Response within 1 hour 24/7	3 hours
P2	Important – User can perform basic functions; some features are unavailable; some features are unavailable or loss of effectiveness and efficiency is evident; temporary workarounds are available	Report to MedCurrent via telephone or email	Response within 2 hours during business hours	24 hours
P3	Routine – User can perform materially all functions; minor inefficiencies, loss of effectiveness, or opportunity for improvement is evident	Report to MedCurrent via email	Response within 4 hours during business hours	As mutually agreed

2. Metric #1 – Resolution of Issues

2.1 Definition. The metric for resolution of issues for a given month is the number of Tickets Resolved within the Resolution Time Target during the month divided by the total number of Tickets Resolved in the month (the “**Success Ratio**”).

2.2 Reporting. The Success Ratio shall be reported by Licensor to Licensee no later than ten (10) business days after the end of the agreed upon reporting frequency or period.

3. Metric #2 - Availability

3.1 Ability to Measure. Licensor acknowledges that Licensee derives value from the Licensed Software only to the extent that the Licensed Software is accessible and functionally usable by Licensee (“**Available**”). Further, Licensor represents and warrants that Licensor has the means and mechanisms to determine and report the percentage of time the License Software is Available as a

percentage of the time in any reporting period ("**Availability**").

3.2 Planned Availability. Licensee acknowledges that in the course of Licensor's obligations under this Agreement or in Licensor's normal course of business as a commercial provider of the Licensed Software, Licensor may make the Licensed Software not Available, provided Licensor: (i) has pre-notified Licensor no less than twenty-four (24) hours prior to date/time on which the Licensed Software is planned to be not Available, (ii) the period during which the Licensed Software is planned not to be Available is less than one hour during the Business Hours of any Business Day, (iii) the total time during which the Licensed Software is planned not to be Available is less than 1.5% of the Business Hours during a month, and (iv) unless agreed in writing by Licensee, the total time during which the Licensed Software is planned not to be Available is less than 5% of the non-Business Hours during a month. The total hours less the periods in with the Licensed Software is not Available due to Licensor's plans as provided in this paragraph is the "**Planned Availability**."

3.3 Not Available Due to Licensee. Licensee further acknowledges that the Licensed Software shall be considered Available during periods of time during which Licensee's inability to access or use the Licensed Software is due to computing or networking failures solely under the responsibility of Licensee.

3.4 Definition. "**Measured Availability**" is the Availability during periods of Planned Availability divided by the Planned Availability as measured each month.

3.5 Reporting. Measured Availability shall be reported by Licensor to Licensee no later than ten (10) business days after the end of the agreed upon reporting frequency or period.

4. Service Level Commitments

4.1 Commitments. The service level commitments for all Software Schedules created in reference to this Agreement, unless expressly revised in the Software Schedule, is given in Table 4.1.

Metric	Description	Service Level Commitment
1	Success Ratio	95%
2	Measured Availability	99.9%

Table 4.1

SCHEDULE D

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SCHEDULE E – FEES

Refer to current GCLOUD15 Pricing Document for iReferCDS Service