Software Support Policy

MatchMetrix® EMPI and Registries

Updated March 03, 2021

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This Software Support Policy for the above Rhapsody Software is governed by the software licensing agreement entered into between Rhapsody and Customer (the "**Agreement**"). Capitalized terms not defined here have the meanings given to them in the Agreement.

Support Term and Fees

1.1 Term Licenses

For Subscription Term licenses, support during the applicable Subscription Term is covered by payment of the Subscription Fee for such Subscription Term. The term of any Support Services, as defined in Section 2, below, shall be the same as the Subscription Term.

1.2 Perpetual Licenses

For perpetual licenses, Support Services will start on the Support Commencement Date as specified in the Agreement and will continue for an initial term of 12 consecutive months, and shall automatically renew for additional successive 12 month renewal terms (each support period, a "**Support Term**") unless Customer notifies Rhapsody of its intent to terminate Support Services no later than sixty (60) days prior to the end of the then-current Support Term. Customer will be invoiced the Support Fees for each Support Term as stated in the Agreement. Rhapsody reserves the right to increase the Support Fees upon providing Customer at least 90 days' notice in advance of any renewal of the Support Term. If Customer terminates Support Services, Rhapsody's obligation to provide Support Services, including providing any Software Updates as outlined in section 2.7, below, are terminated. Customer may elect to reinstate Support Services after termination by paying any Support Fees which would have otherwise been paid for the terminated period.

Support Services

Upon payment of the Subscription Fees for the Subscription Term or Support Fees for perpetual licenses, Rhapsody will provide the services as described in this Section 2 ("**Support Services**"):

1.3 Support

Rhapsody will make available to Customer telephone hot-line and email support in connection with the Software licensed under the Agreement, in accordance with the support procedure set forth in Section 2.2 below. For Severity Level 1 and Severity Level 2 issues as described in 2.5, below, Rhapsody will make available to Customer on-call support twenty-four (24) hours per day, seven (7) days per week, including holidays. For Severity Level 3 issues as described in 2.5, below, Rhapsody will provide support

during Regular Hours. Customer agrees to use reasonable efforts to resolve internally any support questions prior to requesting Support Services. The Rhapsody software support technician is only obligated to respond to Customer's designated primary and alternate contacts, who must be adequately trained on the Software and have sufficient technical expertise, training and/or experience. Customer agrees to test, and if operable, accept and use all updates, amendments and alterations to the Software furnished by Rhapsody. Customer is responsible for the use and application of the Software and related equipment in its organization, as well as for sufficient security measures and adequate system management, and will provision access to Rhapsody's support personnel in accordance with same, such as providing Rhapsody personnel with a secure VPN network. Customer will allow Rhapsody access as needed to the Software via this connection for the purpose of providing Support Services. All Support Services will be provided remotely.

1.4 Support Procedure

Rhapsody will make reasonable efforts to promptly log, research and resolve Deviations in the Software that Customer identifies and that Rhapsody substantiates. "**Deviation**" means one or more reproducible deviations in the standard, unmodified Software from the applicable specifications shown in the user manuals, programming guides and other documentation provided by Rhapsody to Customer under the Agreement ("**Documentation**"). Customer will provide sufficient information for Rhapsody to enable Rhapsody to duplicate the Deviation before Rhapsody's resolution obligations will commence. Rhapsody will not be required to correct any Deviation to the extent caused by (a) incorporation, attachment of a feature, program, or device to the Software, or any part thereof that is not approved by Rhapsody; (b) any nonconformance caused by accident, neglect, misuse, alteration, modification, or enhancement of the Software or related data; (c) the failure to provide a suitable installation environment; (d) use of the Software for other than the specific purpose for which the Software is designed; (e) use of the Software on any systems other than the specified hardware platform for such Software; (f) use of defective media or defective duplication of the Software; or (g) failure to incorporate any updates, upgrades or other changes previously released by Rhapsody which corrects such Deviation.

1.5 Customer's Support Responsibilities

Customer will respond to and solve basic problems relating to the Software and at a minimum these responsibilities will consist of the following ("**Customer's Responsibilities**"):

- Identify two or three support individuals that will be responsible for all support escalation to Rhapsody.
- Facilitate a direct contact with the identified individual(s) to resolve issues per Rhapsody's request.
- Assist Rhapsody support in identifying the source of the problem.
- Determine if the source of failure is related to Rhapsody software.

1.6 Rhapsody's Support Responsibilities

Rhapsody will respond to and solve Software problems that cannot be resolved under the Customer's Responsibilities, such as:

- Diagnosis of failures
- Determining if the failure is the result of a configuration problem
- Determining if the failure is the result of user error
- Determining if a problem is a known problem
- Distributing bug fixes and enhancements to end-users
- Recommending fixes/methods to restore operations to end-users' systems
- Using every reasonable effort to reproduce the reported problem

1.7 Severity Level Definitions

Severity	Business Impact	Severity Definition	Response Time	
			During Regular Hours	Outside Regular Hours
Severity 1 (Critical)	Severe	A complete "system down" event of the entire Rhapsody Software solution in the production environment that is caused by the Software itself (e.g., not caused by the Customer's network infrastructure) and a workaround is not available.	2	3
Severity 2 (High)	Significant	An event which results in the limited functionality of the entire Rhapsody Software solution in the production environment that is caused by the Software itself (e.g., not caused by the Customer's network infrastructure) and a workaround is not available.	3	4
Severity 3 (Medium)	Minor	A defect which does not cause a significant portion of the Rhapsody Software solution to be inoperative (e.g., a display error).	Next Business Day	Next Business Day

Rhapsody in collaboration with Customer will determine the severity level of the deviation reported by the Customer and provide the appropriate response time as it relates to the table above. As used herein, "**Regular Hours**" means 8:00 a.m. – 5:00 p.m. Pacific Time, Monday through Friday, not including nationally observed holidays. "**After Hours**" means all hours outside of Regular Hours as defined above, including weekends and holidays.

1.8 Limitation

Rhapsody will not be responsible for any support required as a result of Customer's use of Customer-developed products or software, or changes to the applicable Software or its environment that are not made or authorized by Rhapsody in accordance with the terms of the Agreement. Rhapsody will only support the most current version of the Software or the version just prior to the most current version, running on the versions of an operating system, database, browser and any other software necessary for Customer to operate the Software (collectively, "**Dependencies**") which continue to be officially supported by the third party provider of such Dependency. Customer is responsible for procuring, licensing and maintaining all Dependencies.

1.9 Updates

Rhapsody will make available to Customer all updates, upgrades and other changes that Rhapsody, at its sole discretion, makes or adds to the Software and which Rhapsody furnishes, without charge, to other customers of the Software who receive Support Services.

1.10 Support Diagnostics

The Software has "phone home" diagnostic functionality which, when active, will send support diagnostic data to Rhapsody. The data includes usage data, system resource data, software version information, API execution time statistics and similar diagnostics. This allows Rhapsody to support and enhance its products. The diagnostic data does not and will not, under any circumstance, include any URLs, user or system credentials or any sensitive data.