



## Support Terms and Conditions

**1. Introduction.** These Support Terms and Conditions (“Support Terms”) are incorporated by reference in that certain agreement between the Customer and symplr software, LLC, a Texas limited liability company, or its Affiliate (“symplr”), (each a “Party”) which governs Customer’s use of the applicable symplr Software (the “Agreement”). Capitalized terms having the meaning set forth in the Agreement or are defined in section 2.

### 2. Definitions.

“**Computer Hardware**” means the necessary hardware and software to be purchased and installed by Customer as listed in the System Requirements document or similar specifications available from symplr.

“**Customization**” means the technical effort, development and programming required to create rules, parameters, practices, interfaces, and/or file conversions that are developed by symplr at Customer’s written request but are not normally part of the Software provided and licensed by symplr to its customers.

“**Live Environment**” means the operational or production environment in which the Software is used by Customer to conduct its business; it excludes copies of the Software used by Customer in testing or training.

“**Network Administration Support**” means support configuration and troubleshooting of computer hardware, hard drives, hubs, switches, NICs, routers, DNS, LDAP, storage and server farms.

### 3. Software Support

**3.1 Software Support.** symplr will provide technical support for Software-related issues that (a) materially and adversely interfere with Customer’s use of the Software and (b) result from a failure of the Software to conform in any material respect to the Documentation. symplr will provide a reasonable amount of Software applications support to Customer personnel that have been trained by symplr to use the Software.

**3.2 Support Period.** Commencing with delivery of the applicable Software to Customer or commencement of the applicable Services, symplr will make available Support and, subject to the General Terms, Updates and Enhancements, in each case for the period for which applicable Fees have been paid. Fees for Support are stated in the applicable Order Form and are non-refundable, except as expressly stated in the General Terms.

**3.3 System Access.** symplr may employ remote support to identify, analyze, diagnose, provide Support, and resolve Software issues, as well as implement licensed On-Premises Software. Customer agrees to provide symplr with secure remote access to Customer’s network environment using a remote access method selected by symplr that meets technical and regulatory requirements in accordance with applicable industry standards, which may include, but is not limited to, Securelink, Bomgar, or other remote access technology. symplr will provide onsite Support on-request by written agreement at its then current Support rates.

**3.4 Hours & Method of Coverage.** symplr will provide Support Monday – Friday from 7 a.m. to 6 p.m. Central Time, excluding symplr holidays (“Standard Hours”), and outside Standard Hours at symplr’s then-current Support rates, subject to availability. Application Support is only available during Standard Hours. symplr will provide 24-hour support by telephone for Critical Support requests for the following products: (a) Workforce Management; (b) Payer Solutions; and (c) symplr Care Management, provided that Customer has purchased extended support for symplr Care Management. Customer must report all Critical Support issues, as described below, by telephone.



**3.5 Priority Levels.** symplr will assign a priority level to all Support requests according to the following guidelines:

Priority Levels	
Critical	Customer cannot use the Software in a Live Environment or the SaaS Software is not available; the Software has ceased to function, or there is an outage that affects the ability of all of Customer's Users to access and/or use the Software.
High	Customer is experiencing an issue that causes a material malfunction to major functionality of the Software.
Medium	Customer is experiencing minor errors in the Software or core Software features are only intermittently available in a Live Environment or within the SaaS Software, but Customer is able to continue using the Software.
Low	Customer is experiencing an issue that does not affect functionality within the Software. Issues that arise which do not meet the Critical, High, or Medium criteria shall be classified as Low.

**3.6 Response Time Goals.** Response time measures the amount of time it takes Customer to reach a qualified Support representative during Standard Hours, using web or telephone communication. symplr will use commercially reasonable efforts to respond to Support requests as follows:

Critical	High	Medium	Low
<p>Critical support requests must be reported by telephone. Response will typically be within 60 minutes.</p> <p>symplr will resolve the Critical issues, or provide a workaround, within eight hours of completing its analysis of the issues.</p>	<p>High support requests must be reported by telephone. Response will typically be within four business hours.</p> <p>symplr will resolve or provide a workaround for High issues within five business days of completing its analysis.</p>	<p>Response will typically be within one business day.</p> <p>symplr will usually resolve Medium issues with its next Enhancement release, and may provide a workaround in the interim, after completing its analysis.</p>	<p>Response will typically be within one business day.</p>

**3.7 Exclusions.**

**SaaS Software** - symplr does not provide third-party software support or Network Administration Support.

**On-Premises Software** - symplr shall not be obligated to provide Support for any On-Premises Software beyond the Current Release. "Current Release" means the most recent version of the On-Premises Software Enhancement release which has been made commercially available by symplr plus the immediately preceding version of the On-Premises Software Enhancement release. Unless otherwise set forth in the Solution Terms for a particular Product, symplr does not provide third-party software support or Network Administration Support.



#### **4. Customer Obligations.**

**4.1 Computer Hardware.** Customer is responsible for reviewing the hardware sizing assumptions listed in the System Requirements document or similar specifications available from symplr and purchasing and installing the necessary hardware and software for the applicable Software that Customer is licensing or accessing from symplr. Customer will be responsible for reviewing the System Requirements document or similar specifications available from symplr with each Enhancement release and installing any necessary incremental Computer Hardware to comply with symplr's then-current specifications.

**4.2 SaaS.** As a condition of symplr's obligation to provide SaaS Software Support, Customer shall:

- (i) Review technical Documentation and train staff regarding Updates, Enhancements, and service packs in the Live Environment; whenever available, such training shall occur via a test environment;
- (ii) Promptly, but no later than 15 days after symplr makes the SaaS Software available to Customer: (a) install any onsite Computer Hardware required; and (b) test Equipment and any applicable Computer Hardware;
- (iii) Maintain security and appropriate permission levels for its network and software;
- (iv) Run required SaaS Software processes, including for example and without limitation closing pay periods; and
- (v) Provide timely and sufficient information and reasonable cooperation to symplr to enable its analysis of relevant issues.

**4.3 On-Premises Software.** As a condition of symplr's obligation to provide On-Premises Software Support, Customer shall:

- (i) Ensure the Current Release of the On-Premises Software is installed and live in Customers Live Environment;
- (ii) During the applicable On-Premises Software test period, install the On-Premises Software and test Equipment, Computer Hardware, and any On-Premises Software Customizations, Updates, Enhancements, and service packs;
- (iii) Regularly make database backups and plan for system disaster recovery;
- (iv) Maintain security and appropriate permission levels for its network and software;
- (v) Maintain third-party software for the On-Premises Software, and upgrade to new versions on request (symplr recommends subscribing to Microsoft's software assurance and other similar programs);
- (vi) Run required On-Premises Software processes, including for example but without limitation closing pay periods; and
- (vii) Provide timely and sufficient information and reasonable cooperation (including remote access) to symplr to enable its analysis of relevant issues.

**5. Disclaimer.** The information in this document is subject to change by symplr without notice.