

SOFTWARE MAINTENANCE AND TECHNICAL SUPPORT AGREEMENT (“SMTSA”)

1. **General.** Provided that CUSTOMER has paid all Maintenance and Support Fees, EXSCRIBE will use commercially reasonable efforts to provide the maintenance and technical support services described in this Exhibit C (“Support Services”).
2. **Support Services**
 - a. EXSCRIBE will establish and maintain an organization and process to provide support for the Software to CUSTOMER. Support shall include: (i) prompt diagnosis of problems or performance deficiencies of the Software; and (ii) a timely resolution of the problem or performance deficiencies of the Software.
 - b. EXSCRIBE will provide telephone Software support on a business day basis. Business day is defined as 8:00 AM through 7:00 PM eastern standard time, excluding US Federal holidays and weekends.
3. **Correction of Software Deficiencies**

EXSCRIBE will use commercially reasonable efforts to cure, as described below, reported and reproducible errors in the Software. EXSCRIBE utilizes the following four (4) severity levels to categorize reported problems:

 - a. **Severity 1: Critical Business Impact**

The impact of the reported deficiency is such that the CUSTOMER is unable to either use the Software or reasonably continue work using the Software. EXSCRIBE will commence work on resolving the deficiency within one (1) hour of notification and will engage staff during and after business hours until an acceptable resolution is achieved. EXSCRIBE will use its commercially reasonable efforts to correct Severity 1 deficiencies, malfunctions or performance defects within 1-2 business days including working after hours if necessary.
 - b. **Severity 2: Significant Business Impact**

Important existing features of the Software are not working properly and there are no acceptable, alternative solutions. While other areas of the Software are not impacted, the reported deficiency has created a significant, negative impact on the CUSTOMER's productivity or service level. EXSCRIBE will commence work on resolving the deficiency within two (2) hours of notification and will engage staff during business hours until an acceptable resolution is achieved. EXSCRIBE will use its commercially reasonable efforts to correct Severity 2 deficiencies, malfunctions or performance defects in the Software within 3-5 business days.
 - c. **Severity 3: Some Business Impact**

Important existing features of the Software are unavailable, but an alternative solution is available or non-essential features of the Software are unavailable with no alternative solution. The CUSTOMER impact, regardless of product usage, is minimal loss of operational functionality or implementation resources. EXSCRIBE will commence work on resolving the deficiency within one (1) business day of notification and will engage staff during business hours until an acceptable resolution is achieved. EXSCRIBE will use its commercially reasonable efforts to correct Severity 3 deficiencies, malfunctions or performance defects in the Software within 10 business days.
 - d. **Severity 4: Minimal Business Impact**

CUSTOMER submits a Software information request, Software enhancement or documentation clarification which has no operational impact. The implementation or use of the Software by the CUSTOMER is continuing and there is no negative impact on productivity. EXSCRIBE will provide an initial response regarding the request within two (2) business weeks. EXSCRIBE will use its commercially reasonable efforts to include resolutions of Severity 4 deficiencies, malfunctions or performance defects in the Software in a scheduled product update. Software enhancements will be evaluated and prioritized by the product team and, at the product team's discretion, included in future product updates.
4. **Maintenance.** During the term of this SMTSA, EXSCRIBE will provide the CUSTOMER with Updates along with other generally-available technical material, at no cost to CUSTOMER except for the Maintenance and Support Fees.

5. **Disclaimer.** EXSCRIBE will use its reasonable efforts to provide Support Services to rectify or provide solutions to problems where the Software does not function as described in the Documentation or as expressly warranted by EXSCRIBE in the Terms and Conditions. However, EXSCRIBE does not guarantee that the problems will be solved or that any component or feature of the Software will be error-free. EXSCRIBE will only provide Support Services for Software running under the certified environments specified in the Minimum System Requirements, Documentation, and other release notes for that product. EXSCRIBE may stop providing Support Services for Software products or versions one year after such products or versions are discontinued. EXSCRIBE will provide CUSTOMER with at least one year’s written notice of its intent to discontinue a Software product covered by this Agreement.

6. **Term.** Support Services shall start forty-five (45) days after the Go-Live Date and shall continue for the Required Support Period. Following the expiration of the Required Support Period, CUSTOMER’S obligation purchase Support Services shall automatically renew for consecutive one (1) year periods (each a “Renewal Support Period”, and together with the Required Support Period, the “Support Period”) unless CUSTOMER provides written notice of its intent not to renew Support Services within sixty (60) days prior to a Renewal Support Period. Payment for the Required Support Period and each Renewal Support Period shall be due on the renewal date at the rates provided in the Agreement. Support Services may be terminated by EXSCRIBE immediately on written notice to Customer for non-payment of Maintenance and Support Fees by CUSTOMER, or by either party for a material breach by the other party that remains uncured following thirty (30) days’ prior written notice to such breaching party. Termination of Support Services shall not excuse CUSTOMER’S obligation to pay all Maintenance and Support Fees or the Purchase Price. Under no circumstances shall EXSCRIBE be required to refund any portion of Maintenance and Support Fees or the Purchase Price paid to it by CUSTOMER (including any pro-rated amounts).

7. **Miscellaneous**
 - a. The Support Services described in this Exhibit C are complete and exclusive statements of the understanding between the parties of the subject matter contained herein.

8. **Definition of Technical Contacts**
 - a. The CUSTOMER designated technical contacts are:

Contact 1

Name: _____
 Email: _____
 Telephone: _____

Contact 2

Name: _____
 Email: _____
 Telephone: _____

- b. During the term of this SMTSA, the CUSTOMER may change, remove, and/or add designated contacts by sending notification in writing to EXSCRIBE on CUSTOMER’S letterhead and addressed to EXSCRIBE’S Chief Operating Officer.