



Direct 24x7 Application Support Services Guide

1. Application Maintenance and Support Levels, Services and Term:
 - 1.1 Services. Nuance will provide 24x7 Application Support Services that the Company selects in an Order, Direct 24x7 Application Support Service (“Application Support Services”) in accordance with this Direct 24x7 Nuance Application Support Service Guide (“Guide”) and the Master Service Agreement between the parties, or equivalent agreement between the parties which governs Professional Services for the Covered Application(s) and the associated Service (the “Agreement”). The Service will include those services set forth in Table A.
 - 1.2 Maintenance Period. If Company elects to purchase Application Support Services, Company’s right to receive Application Support Services shall be deemed to begin upon the Go Live Date(s) on which the Nuance Application was delivered to Company and shall extend for a twelve (12) month period thereafter (an “Initial Maintenance Period”); subsequent 24x7 Service periods extending for twelve (12) months commence immediately on expiration of the prior Maintenance period (each a “Maintenance Period”); provided that Company has issued an Order for such 24x7 Service in accordance with the Agreement.
 - 1.3 Coverage. Nuance will provide the Application Support Services for the Covered Applications. Application Support Services will include those services set forth in Table A.

**Table A
24 x7 Application Support Services for the Covered Applications**

24x7 Coverage	
Error Correction	Yes
Technical Support	Web and telephone
Availability	24x7 (including holidays)
Trouble Tickets	Unlimited
Available Error Severity (see Table C)	Critical, High, Medium, Low

1.4 ERROR CORRECTION. Application Support Services includes Error correction. "Error" means failure of the Covered Application to materially conform to the Design Document, as described in the Related SOW, and excludes any nonconformity resulting from Company's misuse, improper use, change of the Covered Application by Company or any third party; a previous version of the Covered Application, problems caused by Company negligence or fault, problems resulting from hardware or software malfunction or improper hardware or software configuration or the combining of Covered Application with hardware or software not supplied or identified as compatible by Nuance. Errors are classified in Table B.

**Table B
Error Classification**

Critical	High	Medium	Low
Means a catastrophic error in the Covered Application, which causes a complete (100%) loss of service. Example: production servers are completely down.	Means a non-catastrophic Error in the Covered Application that causes significant degradation of application functionality or Company access (50%+ loss of functionality).	Means a non-catastrophic Error in the Covered Application that: (i) has an impact on operation but is not considered to significantly impact overall Covered Application availability or performance; and (ii) causes less than 50% percent degradation of performance. Example: Multiple users encountering problems	Means: (i) an Error in the Covered Application that has minimal current impact on the user or causes a malfunction of a non-essential Covered Application feature; or (ii) an informational request.

1.5 **ERROR CLASSIFICATION.** Upon identification of an Error, Company will notify Nuance and provide Nuance with adequate information to allow Nuance to attempt to locate and reproduce the Error. Nuance will work with Company to determine the classification of such Error.

1.6 **WEB AND TELEPHONE SUPPORT.** Nuance will provide 24x7 web and telephone support to the Technical Contact for Nuance to respond to Errors Company may encounter with Covered Applications in accordance with this section and the response targets set forth in Table C. Such services include Error verification, analysis and code corrections, as necessary, to cause the Covered Application to perform substantially in accordance with the applicable Design Document. “Business Hours” are defined as Monday through Friday, 8:30 am to 5:30 pm U.S. EST, excluding Nuance holidays.

1.7 **Service Level Objectives.** Nuance and Company acknowledge the potentially idiosyncratic nature of any Error in the Covered Application, and not all Errors will be corrected.

1.8 **Place of Performance.** Application Support Services will be performed remotely.

**Table C
Response Targets**

Error Severity	Initial Response Goal	Activity	Resolution Method
Critical	4 hours	continuous effort	patch/work around
High	8 Business Hours	continuous during Business Hours	patch/work around
Medium	24 Business Hours	Business Hours	patch as required
Low	48 Business Hours	as required	as needed

2. Company Obligations

Company Obligations. Company shall:

- (a) Supervise, control, and manage the Covered Application, implement backup procedures and maintain a current backup copy of all programs and data to protect information in the event of Errors or malfunctions of the Covered Application or equipment upon which the Covered Application is loaded or operating and to protect data from damage during the performance of Application Support Services;

- (b) Provide Nuance with VPN access and remote access to Company's personnel and equipment upon which the Covered Application is loaded or operating. Nuance will inform Company of the specifications of the VPN equipment needed, and Company will be responsible for the costs and use of said equipment at the Company's location;
- (c) Document and promptly report Errors or malfunctions of the Covered Application to Nuance. Company will use commercially reasonable efforts to take all necessary steps to carry out procedures provided by Nuance for the correction of such Errors or malfunctions within a reasonable time;
- (d) Train its personnel in the use of the Covered Application and the equipment on which the Covered Application is loaded or operating;
- (e) Not run virus protection or backup software. Such software should be run during maintenance windows; and;
- (f) Designate one primary and one backup individual (each a "Technical Contact"). A Technical Contact shall serve as the sole liaison between Company and Nuance for Application Support Services. To avoid interruptions in Nuance's performance of Application Support Services, Company must notify Nuance whenever a Technical Contact's responsibilities are transferred to another individual.
- (g) Following written notice to Company and a ten (10) day cure period, Nuance may suspend Application Support Services to the extent Company's failure to comply with this Section 2 substantially increases the cost or difficulty of Nuance providing Application Support Services.
- (h) In the event of conflict between the terms of this Guide and the Agreement, the terms of the Agreement shall control.

3. Application Support Services Fees and Expenses

**Table D
24x7 Application Support Services Fees**

Fees	24x7 Application Support Services
Rate	18% of the total professional services fees charged for the Covered Application under the Related SOW

- (a) Increases to the Application Support Services Fees for an Order shall occur if additional professional services are performed on existing Covered Applications ("Add-Ons"). Nuance shall invoice Company for the applicable Application Support Services fee, as calculated above, for each Order, including any Orders for Add-Ons, in accordance with Section 4.1 (Application Support Fees) of the SOW. On a quarterly basis, the parties will true up, and will account for any Add-Ons. Additional fees for the performance of Application Support Services for any Add-Ons shall be calculated in accordance with Table D. All Application Support Services fees are non-refundable and non-cancelable.
- (b) Nuance agrees not to increase the cost of Application Support Services by more than four percent (4%) in excess of the fee charged for the same Application Support Services in the immediately prior year. Such limitation shall not apply to Add-Ons delivered by Nuance after the commencement of the Application Support Services term specified in the applicable Order
- (c) If requested and approved by Company in accordance with this Section, Nuance will provide web and telephone support outside of Business Hours for Errors which are not classified as Critical at the rate of \$234 USD per hour with a minimum of four (4) hours charge. Such charges to be invoiced monthly as incurred. Written approval via a change request, or other mutually agreed upon form, is required prior to Nuance responding to these support requests.

(d) All reasonable incidental (which may include, but not be limited to: overnight shipping etc.) charges associated with an Order will be paid by Company at Nuance's actual cost and will be in addition to the fees described herein. Pre-authorization of these expenses by Company is assumed unless Nuance is notified otherwise in writing. Nuance will invoice Company for these expenses monthly.

4. Non Covered Issues

4.1 Resolution of Non-Nuance Problems

(a) Should Nuance determine that a reported problem is caused by factors outside of the Covered Application, including but not limited to Company's network, database, telecommunication equipment, host computers or application ("Non-Nuance Problem"), Company will have the option to assume responsibility for further problem diagnosis and resolution or approve in writing Nuance's continued investigation and work on resolution of Non-Nuance Problem during Business Hours, and Company agrees to pay Nuance \$156 USD per hour. Such charges to be invoiced monthly as incurred. Written approval via a change order, or other mutually agreed upon form, is required prior to Nuance performing these services.

(b) Nuance reserves the right to discontinue investigation and resolution of Non-Nuance Problems at any time. Nuance will provide an explanation as of why the investigation will be discontinued.

(c) If Company elects for Nuance to continue work on the resolution of the problem outside of Business Hours, Company agrees to pay \$234 USD per hour with a four (4) hour minimum charge per call. Written approval via a change order, or other mutually agreed upon form, is required prior to Nuance performing these services.