IMT

APPLICATION MANAGEMENT & SUPPORT SERVICES AGREEMENT

This Application Management & Support (**AMS**) Services Agreement ("**Agreement**") is entered into by and between **[Client Full Name], a [State] not for profit corporation ("[Client Name]" or "Customer" or "you")** and **InfoMagnetics Technologies USA Corporation ("IMT" or "we")**, an Illinois Corporation that is an authorized IBM Support partner for Information Management software products in North America, as **[Month] [DD] [Year] ("Effective Date**").

INTRODUCTION

This Agreement defines the scope of support services to be provided by IMT for the IBM InfoSphere Master Data Management ("**MDM**") implementation for **[Client Name]** (the solution is defined in Appendix A), and such original implementation services provided by MDM under the Professional Services Agreement dated **[Month] [DD] [Year]** ("**PSA**"). IMT has agreed to provide support services for a period of time as defined in this Agreement. This Agreement and as referenced, the PSA and the Business Associate Agreement, represent the entire agreement between IMT and **[Client Name]** regarding support services to be provided, and replaces any prior oral or written communications. All changes to this document must be agreed to in writing by both parties and will be incorporated as a sequentially numbered and mutually executed amendment to the Agreement.

AGREEMENT

1. **Definitions**. For purposes of this Agreement:

    1.1. MDM means IBM® InfoSphere® Master Data Management Standard Edition Software and bundled supporting programs.

    1.2. Application Support means operational assistance with, and accelerated access to, the MDM and individuals with domain expertise in MDM, which includes guidance and assistance with setting up and managing routine maintenance of MDM and provision of technical product specialists who will provide remote assistance, via the customer's remote network access, phone, or by email, with determining, analyzing and resolving problems with MDM application or underlying infrastructure, including identifying failing products or components, working with IBM as needed, and providing guidance and recommendations for resolution and prevention of problems with MDM.

    1.3. Protected Health Information or "PHI" means Protected Health Information, as that term is defined in the Health Insurance Portability and Accountability Act of 1996 and its implementing regulations at 45 C.F.R. Parts 160, 162 and 164 (as amended by the Health Information Technology for Economic and Clinical Health Act, Title XIII of Division A and Title IV of Division B of the American Recovery and Reinvestment Act of 2009 (the "HITECH Act")) (collectively, "HIPAA"), regarding [Client Name]'s patients, and which is transmitted or maintained in any form or medium that is created or received by IMT from or on behalf of **[Client Name]**.

    1.4. Source System is any customer system that contributes demographic data to the solution, otherwise known as a definitional source.

    1.5. Supported Software is the licensed and/or entitled MDM software specifically included in **[Client Name]**'s IBM Passport advantage agreement. This is defined in Appendix B.

    1.6. IBM means International Business Machines Corporation or one of its subsidiaries. Third party vendor of the MDM software.

1.7. Business Hours means 8:00 am to 5:00 pm Eastern Time Monday to Friday excluding all U.S. federal holidays.

1.8. First Level Support shall mean the IMT Helpdesk or Level 1 Support Analyst.

1.9. Second Level Support shall mean IMT Senior Technical Services resource.

1.10. Third Level Support shall mean the IMT Services Implementation Team responsible for the initial project implementation.

1.11. Fourth Level Support shall mean the IMT Services Delivery Leads.

1.12. Subject Matter Expert (SME) shall mean IMT resources with advanced skills, experience and customer knowledge in a specific product, technology or solution.

1.13. Technical Contact means a **[Client Name]** designated technician or systems administrator who has general support responsibilities for **[Client Name]** systems. Technical Contacts have the responsibility to contact IMT on behalf of the user, to describe any problems with the Supported Software, and to assist IMT with troubleshooting related to **[Client Name]** systems integrated with MDM and the **[Client Name]** environment.

1.14. Software Defect means a fault, defect, deficiency, or malfunction in the Supported Software resulting in a negative impact on usability or performance of the Supported Software substantially in accordance with the Documentation.

1.15. Effective Date means the effective date of this Agreement.

1.16. Go Live Date means the expected date when the upgrade has been completed, signed off to Production and transitioned to Support.

1.17. Response Time is defined as the maximum time for IMT to acknowledge receipt of a support request and troubleshooting has commenced. The initial response may result in resolution of the support request, or it will form the basis for determining what additional actions may be required to achieve technical resolution of the request.

1.18. Coverage Time is defined as the period in which a support request will be addressed.

1.19. Resolution/Workaround Time is defined as the period in which the root cause of the reported incident is identified and (i) is resolved; (ii) is subject to a Customer approved resolution plan as agreed; or (iii) a reasonable workaround is provided. In some instances, the resolution plan must be coordinated with **[Client Name]** business and technical resources for deployment, testing, etc., so the Resolution/Workaround Time will be extended as set forth in the Customer-approved resolution plan.

2. Application Support Coverage

2.1 Single Point of Contact: IMT will serve as [Client Name]'s single point of contact for Application Support related to the Supported Software via email, phone or web support requests as defined in this agreement. IMT support personnel will be on call on a 24 x 7 basis to respond to [Client Name] reported Production Severity 1 and 2 incidents and monitoring alerts for services that may become non-

responsive. IMT will respond and resolve these incidents within service levels and follow escalation processes defined in section 2.3 and 2.5 respectively.

2.2 Incident Management: IMT shall maintain sufficient staff and resources to provide Incident Management services for Supported Software defects and support issues. Incident Management services include:

- Telephone support
- Email and web support

2.3 Service Levels: IMT shall provide the following Service Levels for the Response Time, Coverage Time, Troubleshooting allotted time, and Estimated Resolution/Workaround Time for the Supported Software in the supported environments.

CHART A: Initial Response and Coverage Time for Support Issues Received				
Severity Level	Severity Definitions	Examples	Response Time within	Coverage Time
1	Critical situation / System Down / (Outage)	Production MDM or related interface components are inoperable, or a substantial number of users are unable to access them.	1 hour	24 X 7
2	Severe Impact (Major)	MDM is accessible and related interface components are functional but critical features of application tools are not functional.	2 hours	24 X 7
3	Moderate impact (Average)	MDM, related interface components, and application tools are functional but some non-critical features or select users experience errors.	8 Business Hours	Business Hours
4	Minimal impact	Documentation, usage request or question, product defect or product enhancement request. Requests requiring knowledge of Customer's environment and solution will be deferred to the appropriate IMT services SME.	24 Business Hours	Business Hours

IMT will use commercially reasonable efforts to respond to service requests from authorized contacts within the criteria shown above.

Severity 1 and 2 incidents will be worked on by IMT (with appropriate **[Client Name]** Technical Contact to assist with troubleshooting issues that may be related to integrated components residing in the [Client Name] datacenter) using continuous best efforts 24 hours a day, 7 days a week until the Severity 1 or 2 incident is resolved.

Severity 3 incidents will be worked on by IMT and **[Client Name]** Technical Contact to assist with troubleshooting issues that may be related to integrated components residing in the [Client Name] datacenter during Business Hours using continuous effort until the incident is resolved. Severity 3 incidents will be classified as Severity 1 or 2 incidents where patient care is affected. **[Client Name]**

shall notify IMT First Level Support when a Severity 3 incident should be escalated to a Severity 1 or 2 incident.

IMT will provide regular written status updates to the **[Client Name]** Technical Contact regarding the resolution of a reported incident including steps being taken and the expected resolution time or time when a reasonable workaround will be provided to **[Client Name]**:

> At least every 2 hours for a Severity 1 Incident
> At least every 4 hours for a Severity 2 Incident
> At least once during each business day for a Severity 3 Incident.

Severity 1 and 2 Production Incident Escalation Process

Severity 1 and 2 Production incidents will follow the escalation path as outlined in Chart B below. Unless IMT is already aware of an incident, it is assumed that a **[Client Name]** resource will i) notify IMT of Severity 1 and 2 issues by telephone and ii) that one or more **[Client Name]** Technical Contacts will continue to be reasonably available 24x7 to assist with troubleshooting efforts that may be related to integrated components residing in the [Client Name] datacenter.

Escalation Step	IMT Support Level Responsibility	Allotted troubleshooting time before escalation to next IMT support level
1	IMT First Level Support	Within 30 minutes of initial response
2	IMT Second Level Support	Within 2 hours after escalation to second level
3	IMT Third Level Support	Within 2 hours after escalation to third level
4	IMT Fourth Level Support	Until issue has been identified and resolved or a resolution plan is produced

2.4   Contact Methods.   IMT may be contacted by the **[Client Name]** contacts via one of the following approved methods described in the Support@IMT Engagement document found in Schedule B.

2.5   Escalations.
  (a)   Escalation to IMT.   In the event IMT is unable to resolve, produce a customer-approved resolution plan, or provide a reasonable workaround for a Severity 1 or Severity 2 Incident within the timeframes set forth above, the IMT Duty Manager will schedule an update call within 24 hours with a representative of IMT who will be a Vice President, or other member of IMT's senior management and **[Client Name]**, stating that the Severity 1 or Severity 2 Incident has not been resolved within the scope of IMT responsibilities stated in this Agreement, the parties will discuss next steps to be undertaken at IMT's cost, including but not limited to, options to work from a recent backup, workarounds available, and if another option cannot be agreed between the parties, termination of this Agreement for failure to provide the support services.

  (b)   Escalation to Vendor (IBM).   On certain occasions, IMT will need to escalate a Supported Software product issue to the vendor for assistance with resolution. In cases where a patch or fix is required from a vendor, IMT cannot guarantee the timeliness of the patch or fix but will use best efforts to facilitate the quickest response possible. When possible, IMT will implement a workaround until

such time a fix is available from the vendor and IMT will apply the necessary fix in accordance with **[Client Name]** change management procedures. IMT acknowledges that any proactive updates or fix-packs released by vendors will be assessed by IMT for applicability to the MDM solution.

2.6 <u>Reporting</u>. IMT will provide a summary report of support requests to **[Client Name]** as requested up to a maximum frequency of once per month. Monthly application operations reports are comprised of a monthly snapshot report of MDM entity/source composition and transactional metrics and utilization. This report will be provided via email to Customer's operations contact **[insert contact if applies].** Application and security log files will be provided to **[Client Name]** upon request.

2.7 <u>Application and Resource Monitoring</u>. Automated monitoring is used to generate alerts to IMT support personnel and that trigger automated remediations whenever possible. IMT will configure and manage automated real-time monitoring of the Supported Software operational health, respond to system-wide performance changes, and optimize resource utilization. Operational data in the form of logs, metrics, and events, are collected to detect anomalous behavior, set alarms, troubleshoot issues, and discover insights to keep the Supported Software running and highly available. IMT will provide a dashboard for [Client Name] to view real time status. Critical alarms will be sent directly to IMT Support for incident response. IMT on call support personnel will receive alerts that services are non-responsive, after investigation and confirmation that a failure event has occurred IMT will notify [Client Name] of the event and if any action is required on their part, and begin incident response and resolution procedures according to sections 2.3 and 2.5. See Schedule A for more details on reporting and monitoring.

2.8 <u>Application Management</u>. IMT will be responsible for the management and maintenance of the Supported Software, including deployment of updates and security patches. Regular MDM Software updates will be reviewed on a monthly basis. The scheduled and critical updates will be applied on mutually agreed schedule. IMT will provide [Client Name] the opportunity to review and/or validate, test and sign off on applied updates or patches.

2.9 <u>Planned maintenance windows.</u> A regular maintenance window for the Support Software will be scheduled once per month. IMT will inform [Client Name] when an update is required at least one week prior to the next monthly maintenance window. IMT will advise [Client Name] if a service outage is required to apply an update, along with the expected service outage duration.

2.10 <u>Troubleshooting</u>. IMT will require reasonable **[Client Name]** assistance in troubleshooting abnormal behavior and suspected Supported Software defects. Assistance may include but is not limited to: providing detailed context of the issue, reviewing or monitoring Source System integration.

2.11 <u>Feedback and Roadmap.</u> IMT will make commercially reasonable efforts to relay feedback from **[Client Name]** to IBM for incorporation into future versions of the Supported Software and to keep **[Client Name]** informed regarding the long term software roadmap for MDM.

2.12 <u>Necessary Contracts</u>. IMT represents, warrants, and covenants that it has or will obtain appropriate agreements with its vendors, employees and agents, whose services it may require, sufficient to enable full compliance with all the provisions of this Agreement. These contracts include all vendors, employees and agents required for [Client Name] to utilize the Supported Software.

2.13 <u>Un-reproducible Errors</u>. **[Client Name]** agrees that abnormal Supported Software behavior and errors experienced in production that cannot be reproduced by the IMT in any development or test environment will be handled as "Best Effort" support with no service levels associated to it.

2.14 <u>Support Agreement Inclusions and Exclusions</u>. The Schedule A defines both Inclusions and Exclusions of this Agreement. Some excluded items may be included under the Professional Services Agreement or considered as Severity-4 Incidents as defined in Section 2.3. IMT Support will coordinate with your IMT Account Manager for assistance regarding those services for all discrete technical environments.

2.15 <u>Change Management Process</u>. The scope of this support agreement will be controlled with formal scope control process. The formal scope control process will include provisions for the following, and would be approved prior to support being provided for new functionality (or any items in Schedule A Exclusions) into the production environment:

- Identification and description of scope change.
- Cost impact.
- A review process that includes sign-off by both **[Client Name]** and IMT.
- An addendum attached to this agreement in which is signed by both **[Client Name]** Executive sponsor and IMT Executive.

2.16 <u>Confidentiality and Security of **[Client Name]** Data.</u>

(a) <u>General</u>. Subject to Confidential Information Section of the PSA, IMT will treat the materials, information and data provided by **[Client Name]** ("**[Client Name]** Materials") as "Confidential Information". Each employee of IMT that has access to Confidential Information will be subject to a written confidentiality agreement with IMT that will contain provisions at least as restrictive as the terms set forth in this Agreement.

(b) <u>HIPAA Compliance</u>. As set forth in Protected Health Information Section of the PSA, IMT will execute the Business Associate Agreement ("BAA") executed between the parties on **[Month] [DD] [Year]** and shall comply, and cause its employees, agents, subcontractors, if any, and representatives to comply with, the provisions of the BAA, HIPAA and applicable [State] patient confidentiality laws. Furthermore, IMT will limit requests for use and disclosure of PHI to the minimum necessary to fulfill support obligations under this agreement. Unless otherwise specifically agreed to by **[Client Name]** in advance and in writing, IMT will not permit the disclosure of PHI to any person or entity other than its employees, who must have access to technical environments containing PHI in order for IMT to fulfill its obligations under this Agreement ("IMT Employee"). Each such IMT Employee will be subject to a written confidentiality agreement with IMT that will contain provisions at least as restrictive as the terms set forth in this Agreement. In addition to the foregoing obligations, IMT shall comply with the terms of the BAA**.**

(c) <u>Data Security Requirements for **[Client Name]** Data.</u> IMT acknowledges that **[Client Name]** is the owner of all **[Client Name]** Materials used by IMT under this agreement, including the data input by its end-users. With respect to **[Client Name]** Materials provided by **[Client Name]** to IMT under this Agreement, IMT will take all reasonable security and protection measures commensurate with the nature and purpose of the **[Client Name]** materials and in accordance with industry standards, and regulatory requirements for the protection of such data taking into account the sensitivity of the **[Client Name]** Materials. IMT will configure encryption on end points for data in transit and configure encryption on file storage volumes and databases for data at rest. In the event **[Client Name]** desires IMT to adhere to or use a specific security protocol or software that is not currently supported by IMT and in adopting such new process, will require IMT to incur a material cost, **[Client Name]** agrees to reimburse IMT for such cost or waive the requirement.

IMT agrees to comply with [Client Name] system security policies, including initial and annual security reviews as requested by [Client Name].

3. **Responsibilities of [Client Name]**

3.1 <u>Proper Use.</u> **[Client Name]** agrees to use the Supported Software in accordance with relevant IBM License agreements.

3.2 <u>Network configuration and access.</u> [Client Name] agrees to provide and maintain active, secure, appropriate access and shared network credentials for IMT support personnel to their infrastructure running the Supported Software.

3.3 <u>Monitoring Solution</u>. [Client Name] agrees to provide additional infrastructure (a Linux server) for IMT to install and configure the monitoring solution toolset mentioned in Section 2.7.

3.4 <u>Alerts Notification.</u> [Client Name] agrees to enable SMTP traffic from MDM Production application servers destined to IMT network for system monitoring and alerts notification as part of the solution (Section 3.3).

3.5 <u>Problem Reporting</u>. **[Client Name]** agrees to the best of its ability, to provide all relevant information when initiating and updating a support case. Such relevant information may include, but not be limited to, business impact, symptoms, errors, resolution attempts, changes to any configuration outside of the Supported Software, and other related background information. When creating a new support case with IMT, we ask that at a minimum the following details are provided:

- Business impact and appropriate severity as defined in section 2.3.
- Component or function that is failing or has issue.
- Steps to reproduce, symptoms, errors and any resolution attempts.
- Changes in the [Client Name] environment (recently, if any).

3.6 <u>Authorization</u>. [Client Name] agrees to authorize IMT, on their behalf, to submit, coordinate and follow up support tickets or PMRs to IBM in relation to Supported Software issues. [Client Name] agrees to provision accounts for IMT support resources to access [Client Name]'s MDM environment to monitor system health, troubleshoot and resolve incidents. [Client Name] agrees to manage MDM application user access by adding and removing users from the appropriate security groups in the [Client Name] active directory.

3.7 <u>Database Management</u>. [Client Name] agrees to take full responsibility for database related activities such as installation, patch management, database creation, backup, restoration and replication.

4 **Fees, Expenses and Terms**

4.1 <u>Term</u>. This Agreement shall be valid for **one** year, (the "Initial Term") commencing on the Effective Date, unless otherwise terminated in accordance with the terms herein. Thereafter, this Agreement will automatically renew on an annual basis (each a "Renewal Term") unless one party gives the other party notice of its intention not to renew at least 90 days prior to the expiration of the Initial Term or thirty (30) days prior to the expiration of the then-current Renewal Term. IMT shall send a renewal notice at least 120 days prior to the end of the Initial Term and each subsequent Renewal Term setting forth any increases applicable in the Renewal Term. Subsequent renewal cost increases will not exceed 5% over previous term costs except if the support scope is expanded by deployment of new Support Software components. IMT will invoice **[Client Name]** for the fees associated with the Initial Term on the effective date, in advance and as detailed in the table below:

> **Commented [MV2]:** Modify depending on the budgetary estimate and term

1 Year Term – Annual up front Payment	Cost
1st Year Annual Cost invoiced on Go-Live Date	$XXX,XXX.XX

4.2   Termination for Cause. Upon either party obtaining knowledge of a material breach by the other party, the non-breaching party may (a) terminate this Agreement after providing the breaching party written notice of the breach and a period of thirty (30) days to cure the breach; or (b) immediately terminate this Agreement upon written notice if a cure is not possible.

4.3   Termination Without Cause. After expiration of the Initial Term of this Agreement, **[Client Name]** may terminate this Agreement for any reason at any time during any subsequent Renewal Term by providing written notice to IMT at least thirty (30) days prior to the date of such termination.

4.4   Effect of Termination. Upon termination of this Agreement for cause, neither party shall have any further obligations hereunder, except for obligations accrued hereunder prior to such termination and those obligations that survive termination according to the terms of this Agreement. Additionally, IMT shall refund to Client, on a prorated basis, any prepaid but unused fees for services.

Commented [MV3]: Need review. Usually applies to multi-year term.

4.5   Fees. IMT's bills for undisputed fees shall be due forty-five (45) days after **[Client Name]'s** receipt of IMT's invoice. **[Client Name]** warrants and represents that it is a tax-exempt 501(c)(3) entity and is exempt from all applicable taxes. IMT will not invoice **[Client Name]**, nor will **[Client Name]** pay for any such applicable taxes, and **[Client Name]** will promptly notify IMT in the event of a change to **[Client Name]'s** 501(c)(3) status. **[Client Name]** shall furnish IMT with a copy of **[Client Name]'s** tax-exempt certificate upon IMT's request.

Commented [MV4]: Update if client is non tax-exempt or not.

5. **General Indemnification, Insurance**

5.1   Indemnification by IMT. IMT will indemnify and hold **[Client Name]** and each of its officers, employees, directors, subcontractors, agents and representatives harmless from and against any and all claims, losses, costs, damages, or expenses, including reasonable attorneys' fees, that arise out of any negligent actions or omissions, willful misconduct, or breach of the Agreement by IMT, or any of its officers, employees, directors, agents or representatives, which arise out of the performance of this Agreement or breach of this Agreement. **[Client Name]** will give IMT prompt written notice of such claim, suit, or proceeding.

5.2   Indemnification by **[Client Name]**. **[Client Name]** will indemnify and hold IMT and each of its officers, employees, directors, subcontractors, agents and representatives harmless from and against any and all claims, losses, costs, damages, or expenses, including reasonable attorneys' fees, that arise out of any negligent actions or omissions, willful misconduct, or breach of the Agreement by **[Client Name]**, or any of its officers, employees, directors, agents or representatives, which arise out of the performance of this Agreement or breach of this Agreement. IMT will give **[Client Name]** prompt written notice of such claim, suit, or proceeding.

5.3   Survival of Indemnification Obligations. The indemnification obligations imposed under this Section 5 will survive the expiration or termination of this Agreement by either party for any reason for a period of five (5) years following termination.

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5.4 <u>Exclusions</u>. Notwithstanding anything to the contrary in this Agreement, a party shall not be responsible for or required to indemnify a party for (a) any cause beyond the indemnifying party's reasonable control; (b) for any claim wholly caused by or resulting from the acts or inaction of the indemnified party; or (c) the indemnified party's breach of this Agreement, gross negligence or willful misconduct that was the sole cause of the damages.

5.5 <u>Insurance Coverage</u>. IMT warrants that with respect to its obligations under this Agreement, it will maintain required insurance coverage as described in the Professional Services Agreement executed between **[Client Name]** and **IMT** on **[Month] [DD] [Year]**.

6 <u>Miscellaneous</u>

6.1 <u>Amendment</u>. This Agreement may only be modified, or any rights under it waived, by a written agreement executed by both parties.

6.2 <u>Force Majeure.</u> No failure or omission to carry out or observe any of the terms, provisions, or conditions of this Agreement will give rise to any claim by one party against the other, or be a breach of this Agreement, if the same is caused by or arises out of one or more of the following conditions: war; civil commotion; destruction of facilities or materials by fire, earthquake or storm; third party labor disturbance; epidemic; failure of public utilities or of suppliers; or any other event, matter or thing wherever occurring and whether or not of the same class or kind as those set forth above, which is not reasonably within the control of the affected party. However, the parties will endeavor to avoid, remove, or cure all such conditions as soon as is reasonably feasible.

6.3 <u>Access to Books and Records</u>. IMT agrees to perform the obligations as may be from time to time specified for subcontractors in Social Security Act Section 1861(v)(1)(I) and the regulations promulgated in implementation thereof (initially codified at 42 C.F.R. Section 420.300 et seq.), including providing the Comptroller General of the United States, the United States Department of Health and Human Services, and their duly authorized representatives access to IMT's and organizations related to the subcontractor's contract, books, documents, and records until the expiration of four (4) years after the services are furnished under the contract or subcontract.

6.4 <u>Non-Exclusion from Federal and State Health Care Programs</u>. IMT represents and warrants that it and its officers, directors, employees, and subcontractors: a) Are not currently excluded, debarred, or otherwise ineligible to participate in the Federal Health Care programs as defined in 42 USC § 1320a-7b(f) (the "Federal Health Care Programs") or any state health care programs; (b) Has not been convicted of a criminal offense related to the provision of health care items or services but have not yet been excluded, debarred, or otherwise declared ineligible to participate in the Federal Health Care Programs or any state health care programs; and (c) Is not, to the best of its knowledge, under investigation or otherwise aware of any circumstances which may result in IMT being excluded from participation in the Federal Health Care Programs or any state health care programs. The parties agree that this will be an ongoing representation and warranty during the term of this Agreement and IMT will immediately notify **[Client Name]**, by telephone and in writing, of any change in the status of the representations and warranty set forth in this Section. Any breach of this Section will give **[Client Name]** the right to terminate this Agreement immediately for cause.

6.5 <u>Waiver</u>. Any failure of a party to exercise or enforce any of its rights under this Agreement will not act as a waiver of such rights.

6.6 <u>Notice</u>. All notices under this Agreement will be given in writing and will be sent by certified mail, return receipt requested, or by prepaid overnight courier such that proof of delivery will be obtained,

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and will be addressed as set forth below or to such other address as may be specified in a prior written notice to the other party:

If to **[Client Name]**:	If to IMT:
	Suite 430, 701 Lee Street
[Client Name]	Des Plaines, Il 60016
Attn: [Client Contact Details] [Department]	Attn: Verena Fast
Address:	Phone: 847 598 3544
Contact Number:	

Neither party will be entitled to refuse acceptance of delivery of any such notice. Refusal to accept delivery will be deemed as receipt of notice.

6.7   Binding Effect. This Agreement shall be binding upon, and shall inure to the benefit of, the parties and their respective successors and permitted assigns.

6.8   Severability. If any provision of this Agreement is held by a court of competent jurisdiction to be illegal, invalid or unenforceable under present or future laws effective during the term of this Agreement, the legality, validity and enforceability of the remaining provisions shall not be affected thereby.

6.9   Counterparts. This Agreement may be executed in counterparts, each of which shall be deemed an original but all of which shall constitute one and the same instrument.

6.10   Governing Law. This Agreement shall be governed by the Laws of the State of _____. Venue shall lie in [address], regardless of any *forum non conveniens* principles thereof.

6.11   Survival. The parties acknowledge and agree that the provisions of Sections 2.16, 4.4, 5.1, 5.2, and 5.3 of this Agreement, this Section 6, and any other provision of this Agreement that by its terms is reasonably intended by the parties to survive termination, shall survive termination of this Agreement.

6.12   Assignment. Neither this Agreement nor any of the rights hereunder shall be assignable by either party without the prior written approval of the other party.

IN WITNESS WHEREOF, the parties hereto, intending to be legally bound hereby, have each caused its duly authorized officers or representatives to execute this Agreement effective as of the Effective Date.

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InfoMagnetics Technologies USA Corporation   **[Client Name]**
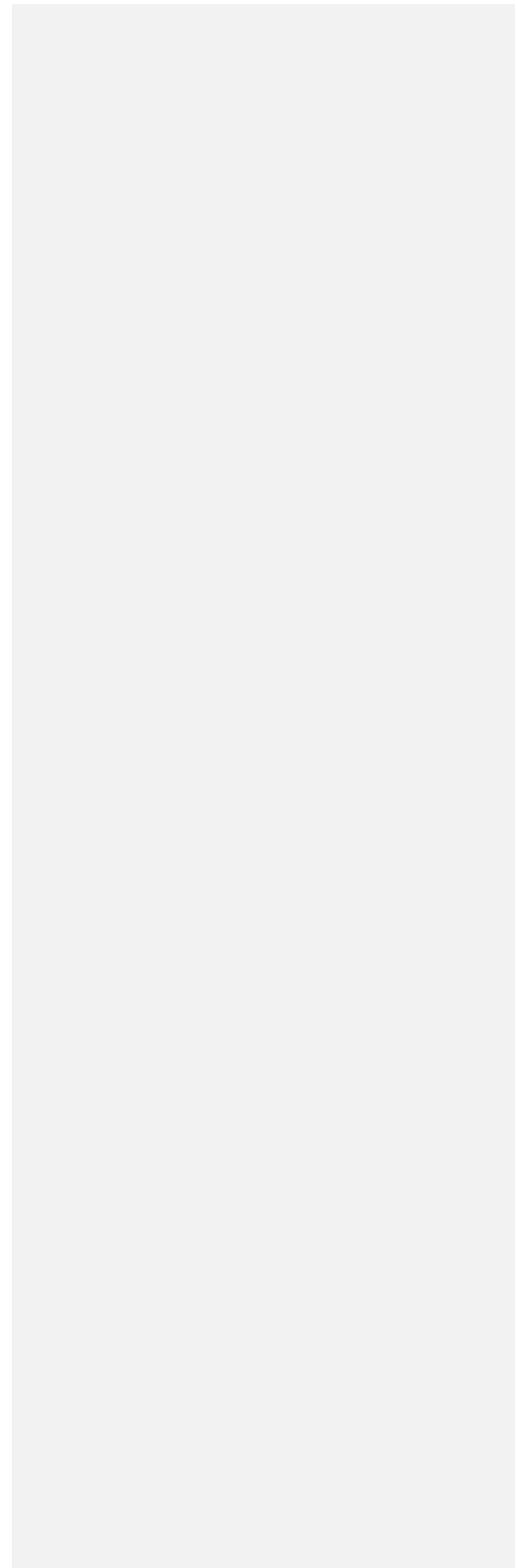
By: _____   By: _____

Name:_____   Name: _____

Title:_____   Title: _____

Date:_____   Date: _____

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<u>**SCHEDULE A**</u>

IMT Application Management & Support Services ("AMS Services")

Inclusions. For the period starting on the Agreement Effective Date, the IMT AMS Services will include the following "Expert Level" support:
- One (1) Production Environment
  - 24 hours, 7 days per week response for Severity 1 and Severity 2
  - Business hour response for Severity 3 and Severity 4
- Troubleshooting assistance for system performance issues.
- Monthly MDM & Infrastructure Utilization & Performance Reports
- Production Environment Realtime Monitoring and Alerts by IMT Support
- Quarterly SME Meetings for Expert Advice and Optimization
- Monitoring Tool Access & Dashboard for your Support Team
- Covers Supported Software and MDM system component instances and configurations defined in Appendix B.
- IMT Build Component Support
  - Defect Assessment & Remediation
  - Custom Code support (Q&A)
  - Proactive Patching with Customer coordination for deployment planning

Exclusions. The following items are not included in the IMT Application Support Services and may, if required, be delivered pursuant to the Master Professional Services Agreement between the parties:
- Addition of new features beyond those included in this Agreement (e.g. new logic, events, source additions, message interfaces, user interfaces, workflows, etc.);
- Design and development of new applications or new environments beyond those included in this Agreement;
- Use of Supported Software in other than operating environment and configuration included herein;
- Failures in, or caused by, products and modifications for which IMT is not responsible;
- Roles and functions associated with data management, governance and data stewardship;
- Availability, validity, completeness or quality of incoming data from customer sources;
- Server or Database performance tuning;
- Sizing of servers for optimal performance; For all [Client Name]-installed Application & OS Patching, [Client Name] retains all responsibility for patching activities;
- Maintenance and DBA activities for the database;
- Service Request for Supported Software major release upgrade would require a separate Statement of Work;
- Migration of Supported Software components to new server outside IMT-provided infrastructure; or
- Modification of Base IBM Software.

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APPENDIX A:

MDM HEALTHCARE/GOVERNMENT MASTER DATA MANAGEMENT SOLUTION DESCRIPTION

MDM is a registry style deployment with HL7 and flat file inbound, HL7 query and HL7 outbound interfaces. Client has kept their IBM Subscription and Support current and is entitled to product support from IBM. Technical solution details are described as follows:

- Currently running supported release of the IBM InfoSphere MDM software (11.6+)
- Operating System: Windows, Linux
- Database: DB2, Oracle, SQL Server
- Production High Availability: Yes/No
- MDM Domains: Patient, Provider, Individual, Organization
- Approximate number of Member records: XX million
- Interface components: IIB inbound, query and outbound
    - Passive Source Systems: Various
    - Active Integration Source Systems: [Provide systems if applicable]
    - Outbound Interface: [Provide systems if applicable]

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APPENDIX B:

Supported Software

The following IMT-installed software program subcomponents, and related services deployed for **[Client Name]** that make up the solution component instances and configurations are supported under this agreement:

- IBM Master Data Management 11.6+ Operational Server
- WebSphere Application Server 8.5.5+
- IBM Integration Bus 10.0+
- MDM User/Admin applications: Inspector, Web Reports, Work Bench
- System APIs
- IMT developed Inbound Interfaces
- IMT developed Query Interfaces
- IMT developed Outbound Interfaces
- IMT developed Engine callout handlers
- IMT-installed database and tools
- IMT-installed certificate maintenance/management [if applicable]

IMT

Support@IMT Engagement Document

Phone Channel

If you have a critical Production support issue, pick up the phone.
Dial +1 855 478 7733

Customer Service Agents are waiting to help you. If needed, they will page out the appropriate technical expert to help solve your problem.

Note: You need to have the 24x7 support option and have a SEV 1 Production problem in order to call outside of business hours.

Email Channel at support@infomagnetics.atlassian.net

Send a description of your problem, attach pertinent log files or screen shots, (With NO PHI), include the best way to get back to you, and hit "send".

Note: If it is SEV 1 Production critical issue, please include this *tag* *in the email subject :* *SEV1*

Additional information can be provided such as:

[Steps to Reproduce]
[Impact of the problem]
[Any recent changes or updates to your infrastructure or environment]
[Other notes for troubleshooting]

The best way to reach us and keep track of all the issues is by opening a support case. Instructions on how to open a support case is below.
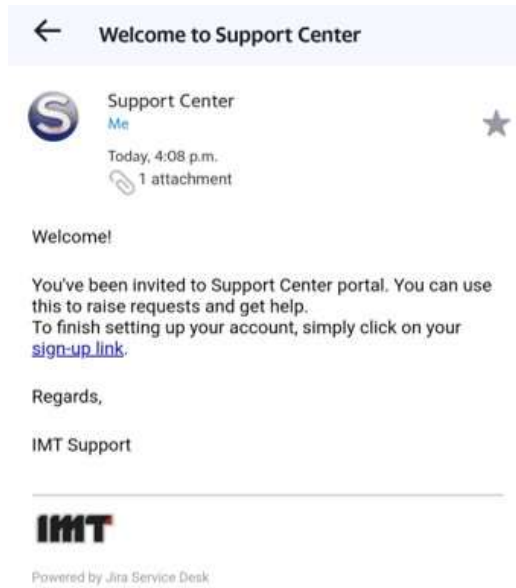
Web Portal Channel

Portal Account Setup

The first time you visit us at our online support portal, you will need an account setup by IMT. Please provide a list of users and email addresses who would work with IMT Support.

Next, you should be receiving an email that contains this message:

1. Click on the <u>sign-up link</u> in the email and enter your full name and provide a password.

2. Once your account setup has been completed, you may now login any time using this URL - https://infomagnetics.atlassian.net/servicedesk
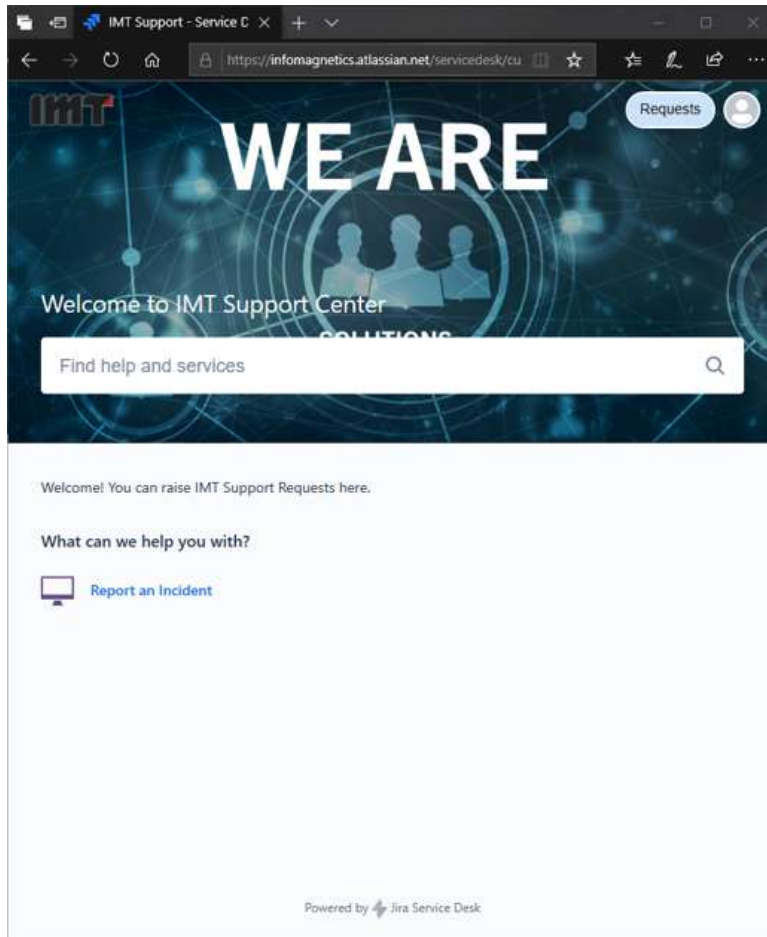
![IMT logo]

3. When logged in, you should see this welcome page and the option to Report an Incident.

![IMT logo]
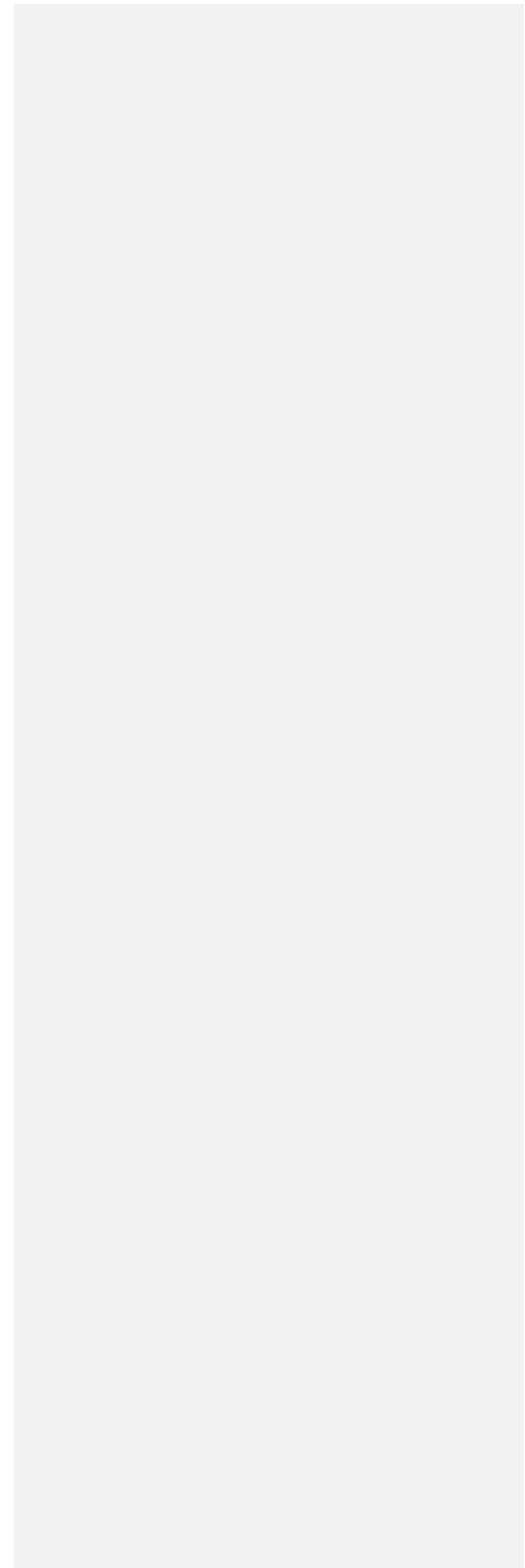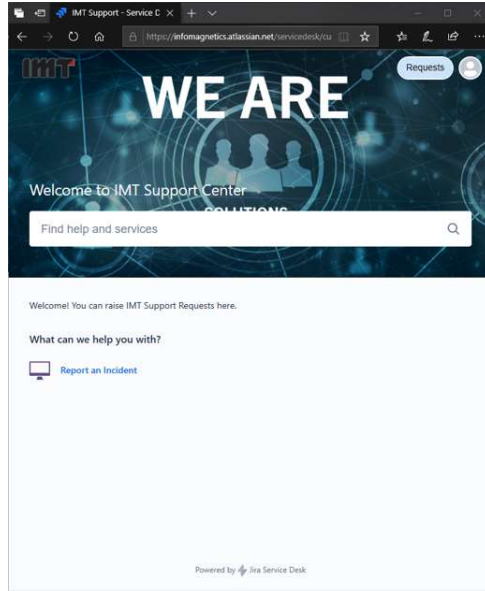
Reporting an Incident

1. Once logged in, click on Report an Incident

2. Provide as much context and details as possible through this form, then, click Send. You may provide attachments but do not include any PHI or personal identifiable information.

Support Center

Welcome! You can raise IMT Support Requests here.

What can we help you with?

🖥 **Report an Incident**

Summary*

[   ]

Severity*

[⌄]

Description

[   ]

Environment*

[⌄]

Request Details

[Steps to Reproduce]
[Impact of the problem]
[Any recent changes or updates]
[Other notes for troubleshooting]

Attachment

Drag and drop files, paste screenshots, or browse

[Browse]

4.	After creating a case you will receive a confirmation email from IMT that your case has been submitted as shown below

---

From: Support Center <jira@infomagnetics.atlassian.net>
Sent: March 3, 2020 7:00 AM
To: Your Name <youremail@yourdomain.com>
Subject: Your Ticket number with Issue Title or Summary

_____

Reply above this line.

This to confirm that we have received your request and are working on responding to you as soon as possible. If you have any additional information to this case, please reply to this email.

Thank you for your patience.

View request · Turn off this request's notifications

Powered by Jira Service Desk

Severity:

There are four severity levels to choose from when creating your ticket. It is important that you select the correct severity to ensure that your incident request receives the appropriate attention.

4 - Low (Question):

Documentation, usage request or question, product defect or product enhancement request. Requests requiring knowledge of your environment and solution will be deferred to the appropriate IMT services SME.

3 - Average:

MDM, related interface components, and application tools are functional but some non-critical features or select users experience errors.

2 - Major:

MDM is accessible and related interface components are functional but critical features of application tools are not functional.

1 - Critical:

Production MDM and related interface components are inoperable and a substantial number of users are unable to access them.

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Hit the "SEND" button when you are done.

Note that you can attach files (log files, config files, etc..) right in the issue. This will help speed resolution times as it will save the support analyst from having to ask, and it ensures that the logs are gathered while they are still available and while the issue is most recent.

Do NOT include ANY Protected Health Information (PHI) like individual name, Birth Date, SSN/SIN, address, phone number,etc.

If you have any trouble with creating a new account or with creating a new ticket, please send an email to support@infomagnetics.atlassian.net