

Orchard Software Specific Terms

1. Additional Restrictions on Use. In addition to the restrictions contain within the Altera Master Client Agreement to which these Orchard Specific Terms and Conditions are attached, Sublicensed Customer will not, and will not permit others to modify or create any derivative works of the Orchard Software Products (or any component thereof) or the related Documentation.

2. Support Services for Orchard Software Corporation Software Products.

“Level 1 Support” Altera will provide support for the Orchard Software Products to Sublicensed Customers as follows:

- Provide a single point of contact for Sublicensed Customers by maintaining telephone, email and internet Support portals during normal Business Hours.
- Log support calls from Sublicensed Customer’s IT Staff who have been trained in the use of the applicable Orchard Software Products.
- Transfer the calls to Orchard. Altera Support will document the problem and any steps taken to diagnose or resolve the problem and make that documentation available to Orchard at the time of transfer.
- Clinical descriptions, analyses, variables, and discussions, not identified in help files, graph notes or documentation shall be the responsibility of Orchard.

“Level 2 Support” To be provided by Orchard directly to Sublicensed Customers as follows:

- Providing product and environment support to Altera under special circumstances or where Altera is unable to resolve the issue applying the resources that Altera is required to maintain hereunder; and
- Determining that the reported problem is a true bug in the software or in the particular way it is being used in an individual end user’s environment. Passing the bug to Level 3 Support with proper documentation that proves the bug exists.

“Level 3 Support” To be provided by Orchard directly to Sublicensed Customers as follows: Providing a service to resolve reproducible problems reported and documented by Level 2 Support that are determined to be, or are highly probable to be, the result of a software defect and which requires software engineering knowledge or expertise to isolate and resolve.

3. Technical Support Terms.

(a) Support will be provided by Orchard via Telephone (1-800-571-5835), E-mail (support@Orchardsoft.com), and other Orchard provided mechanisms as Orchard may elect to provide between the hours of 8:00 AM to 8:00 PM ET on Monday-Friday (“**Business Hours**”), according to the service levels described below. Support for “Critical” issues (as defined below) will be available on a 24 hour, 7 days a week, 365 days a year (24x7x365) basis via Internet and 7x24 phone number at 1-800-571-5835.

(b) Classification of Support Requests. Sublicensed Customer, acting reasonably and based upon objective factors, will classify its requests for Support according to the descriptions set forth below. Orchard will honor Sublicensed Customer’s classification for purposes of commencing Support related to that request, but if Orchard disagrees with Sublicensed Customer’s classification, then the parties will discuss the classification in an effort to agree, and if they cannot agree following discussions, then the issue shall be escalated for resolution in accordance with the dispute resolution provisions in the agreement.

Table 1

Classification	Description
CRITICAL	<ul style="list-style-type: none"> ➤ Any Orchard Software Products or Altera’s products is down or operating in materially degraded state. ➤ An Error that results in catastrophic failure of any Orchard Software Products. ➤ Issue affecting entire system or single critical production function ➤ Potential direct patient care affected ➤ Issue poses a significant, imminent risk to patient safety or protecting the privacy of PHI ➤ Issue has material Financial impact
HIGH	<ul style="list-style-type: none"> ➤ Issue where one or more Orchard Software Products is operating with material issues that cannot be easily circumvented ➤ An Error that results in any Orchard Software Product(s) being usable, subject to major restrictions on essential workflows of such Orchard Software Product(s), for which there are no workarounds. ➤ Data entry or access is materially impaired on a limited basis
MEDIUM	<ul style="list-style-type: none"> ➤ An Orchard Software Product is operating with minor issues that can be easily circumvented
LOW	<ul style="list-style-type: none"> ➤ Enhancement requests ➤ Requests for assistance or information ➤ An Error that results in inconveniences of any Orchard Software Product(s), which are not critical to the operation of such Orchard Software Product and for which there are workarounds.

(c) **Orchard Initial Response Support Obligations.** Orchard shall provide an initial response to Altera requests for Support, and Orchard initial responses shall be measured, as set forth in the table below.

Table 2

Classification	Support Service Level
CRITICAL	Orchard will engage on the Support Request within thirty (30) minutes of receipt (“ Receipt ”). Orchard will thereafter work continuously to diagnose the corresponding Errors, formulate a plan to address any such Errors, and execute that plan (collectively, provide “ Error Support ”), and will interact with Sublicensed Customer at least every eight (8) Business Hours.
HIGH	Orchard will engage on the Support Request within four (4) Business Hours of Receipt. Orchard will thereafter work diligently during Business Hours to provide Error Support and will interact with Sublicensed Customer at least weekly.
MEDIUM	Orchard will engage on the Support Request within ten (10) Business Hours of Receipt. Orchard will thereafter work diligently during Business Hours to provide Error Support and will interact with Sublicensed Customer on a periodic basis as appropriate to keep Sublicensed Customer reasonably informed of developments towards a resolution.
LOW	Orchard will engage on the Support Request within Twenty Four (24) Business Hours of Receipt. Orchard will thereafter work diligently during Business Hours to provide Error Support.

(d) **Orchard Ongoing Engagement Support Obligations.** Orchard shall engage with Altera on an ongoing basis in response to requests for Support, and Orchard’s engagement shall be measured, as set forth in the table above.

(e) **Response Times.** All response times will be measured by reference to Altera’ and Orchard’s Support tracking applications and Support logs.

(f) **Regular Communication; Escalation Procedures.** In the process of resolution of all Critical, High, Medium, and Low Errors, Orchard shall provide regular updates to Altera and Sublicensed Customer as to the progress of an Error resolution per the schedule in Table 2. Further, Orchard and the Sublicensed Customer shall designate a representative to be available by cell phone or other similar mode of communication outside of such Person’s regular business hours in order to confer regarding the Error resolution process. If Orchard fails to meet the corrective action obligations in Table 2 with respect to all Critical, High, Medium, and Low Errors, and Altera has met its obligations set forth in this Schedule, Sublicensed Customer and or Altera may require that the following representatives of Orchard be engaged in the resolution process as follows, each within the period of allotted time as specified in Table 3 below:

Table 3. Escalation Path

Severity	Escalation Path
Critical	If an action plan is not provided within 4 hours: Account Manager If an action plan is not provided within 8 hours: Director If an action plan is not provided within 12 hours: Vice President
High	If an action plan is not provided within 24 hours: Account Manager If an action plan is not provided within 48 hours: Director If an action plan is not provided within 72 hours: Vice President
Medium.	If an action plan is not provided within 10 Business Days: Account Manager If an action plan is not provided within 15 Business Days: Director If an action plan is not provided within 20 Business Days: Vice President

(g) **Documentation.** Following an Error Correction, Orchard will supply Altera, as soon as available for general distribution, one (1) copy of modifications of, supplements to, or new versions of the documentation for the applicable Orchard Software Product(s), if any.

(h) **New Version Support.** At a minimum, Orchard will provide Support Services in accordance with these Terms and Conditions for the then most recent version of any Orchard Software Product(s) and the two preceding versions.