



NVOQ SUPPORT SERVICES FOR DIRECT AGENCY CUSTOMERS

These Support and Maintenance Terms ("Terms") govern the Support and Maintenance Services ("Support Services" and "Maintenance Services") provided by nVoq, Inc. ("nVoq") to its Direct Agency Customers ("Customer" or "You") for nVoq's proprietary technology and related services (the "nVoq Solution"). These Terms are a part of and subject to the Master Software and Services Agreement ("MSSA") between you and nVoq. Specific fees, service levels, and additional terms applicable to the support services are detailed in the Order Form ("Order"), which is incorporated by reference into these Terms. The MSSA governs all other terms not explicitly stated here.

1. SUPPORT SERVICES

- 1.1. **Support by nVoq.** nVoq shall not have any responsibility for support of any software other than the nVoq Technology.
- 1.2. **nVoq Support Scope.** nVoq will provide Tier 2 support. Tier 2 support scope at nVoq is designed to assist Customers with the following types of requests:
 - a. **Product defects:** Issues arising from the functionality of nVoq's software.
 - b. **Server, product, and/or platform outages:** Outages that affect multiple users or services.
 - c. **Problems affecting multiple Users:** Problems impacting more than one user in a single environment.
 - d. **HIPAA-related inquiries:** Any support or questions related to the secure handling and storage of protected health information (PHI).
- 1.3. **Availability of Support Agents.** Monday-Friday (excluding holidays): 8:30 a.m. - 5:30 p.m. (Mountain Time).
- 1.4. **Incident Reporting Tier 2 Support.**
 - a. **Support Hotline:** nVoq shall provide technical support via telephone helpline ("Support Hotline") according to the Error Remediation Process set forth in Section 2 below, during availability of support agent hours described above.
 - b. **Support Portal:** nVoq shall provide technical support via Support Portal ("Support Portal") {<https://nvoq.freshdesk.com/support/login>} according to the Error Remediation Process set forth in Section 2 below. Availability to Support Portal for entering tickets is 24/7 and will be investigated during availability of support agent hours described above.
- 1.5. **Customer Support Responsibilities.** Customers are responsible for their own end user Tier 1 support, including:
 - a. Troubleshooting device and/or connectivity issues (e.g., workstations, personal devices, networks, Internet connectivity, etc.).
 - b. Handling login issues, account lockouts, or user-specific access concerns.
 - c. Device setup and configuration.
 - d. For accuracy optimization concerns, we refer customers to their internal clinical or technical nVoq administrators, as they are trained and equipped to deliver the quickest resolution.
- 1.6. **Escalations to Tier 2 Support**
 - a. Escalations for nVoq Support Scope Tier 2 must be created at nVoq Support Portal: <https://nvoq.freshdesk.com/support/login>

2. ERROR REMEDIATION PROCESS

- 2.1. **Duty to Remediate.** Upon notice from you of an Error (as defined below), nVoq shall assign a Support Analyst to such Error. The Support Analyst will serve as nVoq's primary contact with you for such Error and will be responsible for its remediation as set forth in this Exhibit ("Error Remediation Process"). nVoq shall use commercially reasonable efforts, during the hours of availability for the Support Service, to remedy any reproducible Error in the Supported Software reported by you. You shall be responsible for implementing any correction for such Error supplied by nVoq.
- 2.2. **Errors.** "Error" means a material failure of the Supported Software to conform to its functional specifications as described in the applicable Documentation. This failure must be demonstrable in the environment for which the

Supported Software was designed and causes the software to be inoperable, to operate improperly, or produce results different from those described in the applicable Documentation. Errors resulting from negligence or misuse are excluded from coverage.

- 2.3. **Severity Levels.** Upon notice from You of an Error, nVoq shall classify such Error according to the following Severity Levels:
 - a. **Severity 1:** nVoq Platform not operational. The user is unable to proceed without a fix or workaround provided by nVoq. Initial response will be provided within four (4) hours of receipt of notification.
 - b. **Severity 2:** nVoq Platform degraded but still operational. A workaround exists that allows the system to function at a degraded level. Initial response will be provided within eight (8) hours of receipt of notification.
 - c. **Severity 3:** A minor problem where the software or documentation contains incorrect logic or descriptions, which the user can work around or has a temporary fix in place.
 - d. **Severity 4:** A cosmetic flaw or suggestion for enhancement with little or no impact on user operations.

3. MAINTENANCE SERVICES

- 3.1. **Maintenance Releases.** Subject to the terms of the Agreement nVoq shall provide you with all error corrections, bug fixes, updates, and other maintenance releases for the nVoq Solution as they become available. Documentation for these releases may be provided at nVoq's discretion.
- 3.2. **Use of Releases**
 - 3.2.1. **Installation:** You or your agent will be responsible for installing new releases of the nVoq Solution.
 - 3.2.2. **Terms of Use:** All releases and any work product created as part of the Maintenance Services will be licensed under the terms of the nVoq Solution as set forth in the Agreement.
- 3.3. **Exclusions from Maintenance and Support.** nVoq's obligation to provide Maintenance and Support Services is limited to the current version of the nVoq Solution. Exclusions include problems in other products or the operating systems not controlled by nVoq, accidents, or modifications by any party other than nVoq.
- 3.4. **Your Responsibilities.** You are responsible for integrating and installing all releases. You must provide nVoq with full cooperation, detailed information, and necessary access to perform the Maintenance and Support Services.