



Service and Support Policy for Hardware Maintenance

Hardware maintenance is available to Customers via two (2) service options: (a) Telephone/On-Site Service Delivery which provides visits to Customer's place of business by a technician if required, or (b) Depot Service Delivery which provides mail-in repair. Both options may not be available for all hardware. In all cases, for expedient service and resolution and consistent with today's technology, MedQuist can and will access at its discretion and within proper security protocols any systems, software, hardware or accessories needing support and maintenance remotely where possible and as a first response often times diagnosing and/or resolving in that manner. **MedQuist determines the appropriate Service Option for any problem unless Customer has paid for a particular type of service.**

1. Telephone/On-Site Service Option

1.1 Basic

Customer will receive the following services under this option:

- 24/7 problem reporting to a MedQuist representative trained to resolve specific hardware issues and issue escalation as appropriate.
- Reasonable efforts by MedQuist to respond to a Customer issue within two (2) hours of receipt of Customer report, within the purchased coverage hours of service. MedQuist defines response as a communication typically via telephone or e-mail correspondence by a MedQuist representative.
- On-site assistance as deemed necessary by MedQuist. All travel time is included at no additional fee if such is at the election of MedQuist and incurred during the purchased coverage hours of service.
- All replacement parts provided at no additional fee provided the failure being reported was caused by a defect in the original Product and/or any replacement parts. Parts failing due to misuse, environmental damage, or normal wear and tear are considered out of the scope of service.
- Issue resolution activity Monday-Friday, 8:00 a.m.-5:00 p.m. excluding MedQuist holidays.
- Regular communications and updates until support issue is resolved.
- All labor is included at no additional fee for labor time incurred during the purchased coverage hours of service.

1.2 Extended

Customer will receive the following additional services under this option:

- 24/7 issue resolution activity on priority issues, including holidays. Medquist will make commercially reasonable efforts to resolve issues that are identified as a "priority" in nature. A "priority" issue is generally a failure of a feature or function of the System that is mission critical to the workflow of the Customer's business when there is no known workaround available. Mission



critical failure is defined as loss of more than fifty percent (50%) of business throughput. The priority of a call is determined solely by the MedQuist representative responding to the call. Requests for assistance in resolving issues not classified as priority outside issue resolution activity hours may result in additional time and materials fees.

- Restoration of System to same level as System originally installed.
- Reasonable assistance in restoring system to 'last known good state' using Customer supplied backup data.

2. Depot Service Option

2.1 Depot Service Deliverables

Customer will receive the following services under this option:

- 24/7 problem reporting to a MedQuist representative trained to resolve specific hardware issues.
- Unlimited number of problem reports per year.
- Loaner unit, upon request.
- Shipping materials, including pre-printed labels, upon request.
- Preventive maintenance (as needed) during repair.
- Target five (5) business day repair period.

2.2 Loaner Units

MedQuist will provide a 'loaner' unit, upon request, to the extent available. Once a loaner unit is provided, Customer is responsible for the safe keeping of such loaner unit. Upon receipt of the repaired unit, Customer is responsible to return the loaner unit to MedQuist. Failure to return the loaner unit within twenty-one (21) days from the date the loaner unit was shipped will result in Customer being issued an invoice for the purchase of the loaner unit. Loaner units are intended to provide temporary functionality while Customer's unit is being repaired. MedQuist will not guarantee the loaner unit to be the exact make/model of the original Customer unit which was sent in for repair.

2.3 Target Repair Time

MedQuist will make commercially reasonable efforts to ship the corrected unit within five (5) business days from date of receipt of the defective unit at the MedQuist facility.

2.4 Components required during repair

MedQuist will require Customer to include, with the failed unit, all accessories necessary to properly recreate the reported problem. Items such as batteries, hand microphones, foot pedals, etc. which may be key to determining the failure mode, must be shipped with the unit. Failure to provide these items may result in increased repair turnaround times.

2.5 Proper Packaging

Customer is responsible to ensure shipping of the failed unit does not result in additional damage to the unit. Damage incurred as a result of improper packaging by Customer is considered outside the scope of repair coverage, and will result in additional repair charges. The Customer is required to provide the following information and adhere to the following shipping practices for any units to be repaired:

- RMA number (provided at time of initial problem report to MedQuist) must appear in visible and legible lettering on the outside of the container.
- Customer must indicate one (1) RMA number for each failed unit.
- Customer may utilize a single container for multiple units for return; however, there must be an RMA number present for every unit returned.
- Detailed description of failure condition.
- All necessary accessories relating to failure.
- Serial number of unit under contract being repaired.

3. Problem Reporting

Under either service option, the Customer must provide the following information to MedQuist when reporting problems:

- Model of failing component
- Serial number of failing component
- Customer contact name
- Customer contact phone number
- Address of equipment location
- Detailed description of failure
- Remote dial-in connection phone number (if applicable)

4. Service Limitations

The following are limitations on the services offered by MedQuist:

4.1. Unsupported Configurations

MedQuist strongly recommends that no software other than that MedQuist software or software recommended by MedQuist be installed on the same hardware platform. Hardware failures found to be the result of an unsupported configuration will be considered billable incidents.

4.2. Data Back-up/Database Administration

All software back-up, archive functions, and database administration functions are the sole responsibility of the Customer. In the event a MedQuist representative is



required to perform service on specific hardware, the Customer is strongly urged to perform a backup of all data considered critical, prior to repair activity. MedQuist personnel will not be obligated to perform backup activity under any circumstances, nor held responsible in the event critical data is lost as a result of a repair activity.

4.3. Data Restore

Data restoral activities are the responsibility of Customer. MedQuist personnel are only obligated to return the system to a state of functional operation after a repair activity. Functional operation is defined as a state of operation such that data restoral may take place. Providing data restoral media is the responsibility of the Customer. In the event Customer has purchased Extended Coverage Maintenance, MedQuist personnel will provide reasonable assistance to Customer in data restoral activities. Assistance may be provided either on-site, or remotely, as deemed appropriate by MedQuist.

4.4 On-site Assistance

MedQuist may elect to provide an on-site analyst for resolution of issues in the event MedQuist deems this action necessary. The on-site analyst is at the sole discretion of MedQuist. In the event the Customer requests an on-site analyst, MedQuist may elect to bill the Customer at the current time and material rates for such services.

4.5. Coverage Exclusions

Service provided by MedQuist does not include: (a) replacement of Customer parts that are consumed in normal product operation, including without limitation, batteries, tapes, and diskettes; (b) furnishing supplies or accessories, or painting or refinishing the product or furnishing the material therefore, or inspecting or servicing altered product; (c) performing services connected with relocation of product or adding or removing accessories, attachments or other devices; (d) repair of damage or replacement of parts due to other than normal wear; (e) electrical work external to the product or any computer malfunction not attributable to the product from any external source; (f) any maintenance of accessories, attachments, or other devices not furnished by MedQuist; (g) any issues resulting from an unsupported service; or (h) third party operating system patches or servicing any product used with any third party hardware or software not specified as compatible with the products.

4.6 Fees and Charges

MedQuist will charge the Customer for service work which is outside the scope of coverage as listed above or which is performed after expiration or termination of the maintenance term at MedQuist's then current time and materials rates. Charges outside the scope of the maintenance policy will be invoiced and payment is due within thirty (30) days of the invoice date. Shipment of parts is FOB MedQuist's shipping facility and Customer will be invoiced for shipping and handling expenses.



5. Customer Personnel

The Customer is required to provide a person technically skilled and trained on MedQuist product as an interface to work with MedQuist representatives in problem resolution. MedQuist shall not be held accountable to provide training unless separately purchased from MedQuist.



Service & Support Policy for Software Maintenance

Software maintenance is available only to Customers who have a valid End User License Agreement in place for MedQuist software. In all cases, for expedient service and resolution and consistent with today's technology, MedQuist can and will access at its discretion and within proper security protocols any systems, software, hardware or accessories needing support and maintenance remotely where possible and as a first response often times diagnosing and/or resolving in that manner. Maintenance applies only to MedQuist software and not to any third party software which may be provided by MedQuist to Customer.

1. Coverage Options

1.1 Basic

Customer will receive the following software maintenance services under this option:

- 24/7 problem reporting to a MedQuist representative trained to resolve specific software issues and issue escalation as appropriate.
- Reasonable efforts by MedQuist to respond to a Customer issue within two (2) hours of receipt of Customer report, within the purchased coverage hours of service. MedQuist defines response as a communication typically via telephone or e-mail correspondence by MedQuist representative.
- On-site assistance as deemed necessary by MedQuist. All travel time is included at no additional fee if such is at the election of MedQuist and incurred during the purchased coverage hours of service.
- All MedQuist 'point releases' and 'patch releases' for the specific application at no additional fee.
- Issue resolution activity Monday-Friday, 8:00 a.m.-5:00 p.m. excluding MedQuist holidays.
- Regular communications and updates until support issue is resolved.
- All labor is included at no additional fee for labor time incurred during the purchased coverage hours of service.

1.2 Extended

Customer will receive the following additional software maintenance services under this option:

- 24/7 issue resolution activity on priority issues, including holidays. Medquist will make commercially reasonable efforts to resolve issues that are identified as a "priority" in nature. A "priority" issue is generally a failure of a feature or function of the product that is mission critical to the workflow of the Customer's business when there is no known workaround available. Mission critical failure is defined as loss of more than fifty percent (50%) of business throughput. The priority of a call is determined solely by the MedQuist



representative responding to the call. Requests for assistance in resolving issues not classified as priority outside issue resolution activity hours may result in additional time and materials fees.

- Reasonable assistance in restoring system to 'last known good state' using Customer supplied backup data.

2. Problem Reporting

Under either service option, the Customer must provide the following information to MedQuist when reporting problems:

- Model of failing component
- Serial number of failing component
- Customer contact name
- Customer contact phone number
- Address of equipment location
- Detailed description of failure
- Remote dial-in connection phone number (if applicable)

3. Lifecycle Maintenance Duration

3.1 MedQuist typically releases software under the following structure:

VV.PP.XX (example is Cquence Medical Transcription 03.06.00)

VV = Version of software

PP = Point release of software

XX = Patch release of software

3.2 MedQuist will typically release software under the following premise:

- Version releases typically provide major feature/functionality enhancements.
- Point releases typically provide enhancements and cumulative Service fixes.
- Patch releases typically provide critical bug fixes or feature gap solutions.

3.3 MedQuist will provide maintenance on the current version of software being sold, as well as the preceding version. In either case, MedQuist is obligated to provide software updates (point releases) for a maximum of two (2) years from date of version release.

Example: Using the same example above, once Cquence Medical Transcription (CMT) 04.00.00 is released, MedQuist will continue to support 03.06.00. However, once CMT 05.00.00 is released, MedQuist will no longer be obligated to support 03.06.00.



- 3.4 MedQuist will not provide software upgrades, including version, point, or patch releases on MedQuist's Cquence Medical Transcription software (the "CMT Software"). MedQuist will only support the current version of CMT Software in use by the Customer as of the execution of that Customer's applicable Support and Maintenance Agreement, not to include the version, point, and patch releases included in this Section.

4. Service Limitations

The following are limitations on the services offered by MedQuist:

4.1 Unsupported Configurations

MedQuist software must be installed upon a hardware platform listed as an approved or certified configuration by MedQuist. Failure to comply may cause time and material charges to accrue in the event of failure. A non-certified configuration may be related to hardware, or, may result from OEM software conflicting with MedQuist software. MedQuist strongly recommends that no software other than that MedQuist software or software recommended by MedQuist be installed on the same hardware platform. Software failures found to be the result of an unsupported configuration will be considered billable incidents.

4.2 Data Back-up/Database Administration

All software back-up, archive functions, and database administration functions are the sole responsibility of the Customer. In the event a MedQuist representative is required to perform service, the Customer is strongly urged to perform a backup of all data considered critical, prior to repair activity. MedQuist personnel will not be obligated to perform backup activity under any circumstances, nor held responsible in the event critical data is lost as a result of a repair activity.

4.3 Data Restore

Data restoral activities are the responsibility of the Customer. MedQuist personnel are only obligated to return the system to a state of functional operation after a repair activity. Functional operation is defined as a state of operation such that data restoral may take place. Providing data restoral media is the responsibility of the Customer. In the event Customer has purchased Extended Coverage Maintenance, MedQuist personnel will provide reasonable assistance to Customer in data restoral activities. Assistance may be provided either on-site, or remotely, as deemed appropriate by MedQuist.

4.4 On-site Assistance

MedQuist delivers software maintenance and support from a remote location. MedQuist may elect to provide an on-site analyst for resolution of software issues in the event MedQuist deems this action necessary. The on-site analyst is at the sole discretion of MedQuist. In the event the Customer requests an on-site analyst, MedQuist may elect to bill the Customer at the current time and material rates for such services.

4.5 Coverage Exclusions

Service provided by MedQuist does not include: (a) replacement of Customer parts that are consumed in normal product operation, including without limitation, batteries, tapes, and diskettes; (b) furnishing supplies or accessories, or inspecting or servicing modified software; (c) performing services connected with relocation of product or adding or removing accessories, attachments or other devices; (d) repair of damage due to other than normal wear; (e) electrical work external to the product or any computer malfunction not attributable to the product from any external source; (f) any maintenance of accessories, attachments, or other software not furnished by MedQuist; (g) any issues resulting from an unsupported service; or (h) third party operating system patches or servicing any product used with any third party hardware or software not specified as compatible with the products.

4.6 Fees and Charges

MedQuist will charge the Customer for service work which is outside the scope of coverage as listed above or which is performed after expiration or termination of the maintenance term at MedQuist's then current time and materials rates. Charges outside the scope of the maintenance policy will be invoiced and payment is due within thirty (30) days of the invoice date. Shipment of parts is FOB MedQuist's shipping facility and Customer will be invoiced for shipping and handling expenses.

5. Customer Responsibilities

The following are the responsibilities of the Customer:

5.1 Remote Access

The Customer must provide, at the Customers expense, remote network access to all software components covered by maintenance. This connection is to be used by MedQuist personnel in problem resolution activity, as well as software upgrade activity. The Customer is responsible for providing MedQuist with all applicable login and password information to access the software covered by maintenance.

MedQuist typically utilizes NetSupport remote access software to perform remote accessibility. In the event the Customer elects to implement remote access software other than NetSupport, the Customer must provide licensed copies of such software to MedQuist personnel in such quantities as to equip the necessary MedQuist analysts.

5.2 Power Conditioning & Environment

The Customer is responsible to provide an uninterruptible source of power to all critical devices hosting MedQuist software. The Customer is required to provide proper environmental conditions as to keep the equipment hosting the MedQuist software in proper working order. Proper working conditions include: temperature, cleanliness, humidity, vibration, altitude, power source, accessibility and clearances. Software corruption determined to be caused as a result of

improper power conditions or environmental conditions will be considered a billable repair.

5.3 Platform & Database Software

The Customer is responsible to provide (through MedQuist or otherwise) the proper certified operating system and database software required to enable MedQuist applications to function properly. The Customer is responsible for all maintenance and support issues associated with said operating system and database software including patches and upgrades. The Customer must upgrade the operating system and database software, as required by MedQuist, to ensure proper operation of MedQuist software. The Customer must perform all database maintenance tasks as prescribed by MedQuist. Failure to execute administrative tasks may result in failures considered out of scope of the maintenance policy.

5.4 Software Updates

The Customer shall not impede the resolution of issues by delaying or refusing to comply with requests from MedQuist personnel to upgrade the current version of software to a higher version. In the event a software update is available to resolve a known issue, and the Customer refuses to install such update, MedQuist will not be obligated to resolve such issues.

5.5 Custom Developed Software / Custom Reports

Software developed or installed which was not licensed from MedQuist is the responsibility of the Customer to support and resolve issues. Issues arising from custom or OEM software functions that negatively impact the operation of MedQuist software will be considered out of scope of the maintenance policy, and fees may accrue for MedQuist resolution activity.

MedQuist software may be designed to generate standard reports. MedQuist provides support for the report generating capabilities within MedQuist software. In the event the Customer, or agent of the Customer, modifies reporting capabilities or report output, MedQuist will not provide support for such 'custom' reporting capabilities. Support of custom reporting functions is the responsibility of the Customer. Issues arising from custom reporting functions that negatively impact the operation of MedQuist software is considered outside the scope of the maintenance policy, and fees may accrue for MedQuist resolution activity.

5.6 System Administration and Virus Protection

The Customer is responsible to provide, at the Customer's expense, all system administration functions. These functions include the installation and update of virus protection software. The Customer is responsible, as part of its normal system administration duties, for removal of viruses that are infecting its systems. MedQuist personnel will not be obligated to perform virus removal activity under any circumstances, nor held responsible in the event critical data is lost as a result of a repair activity. MedQuist may provide the Customer with a list of suggested anti-virus software that has been certified to work with the product purchased



from MedQuist. However, MedQuist will not be held responsible for implementation or performance of such anti-virus software.

5.7 Customer Personnel

The Customer is required to provide a person technically skilled and trained on MedQuist software as an interface to work with MedQuist representatives in problem resolution. MedQuist is not to be held accountable to provide training unless separately purchased from MedQuist.