



Maintenance Service & Support Policy for DocQment Enterprise Platform Software

Maintenance is available only to Customers who have an active MedQuist Transcriptions, Ltd. (“MedQuist”) contract which includes DocQment Enterprise Platform® (“DEP”) service. Maintenance applies only to MedQuist software and not to any third party software which may be provided by MedQuist to Customer. 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. The components of the DocQment Enterprise Platform® covered under this policy are as follows:

- DocQmanage™ (Basic)
 - Provides administration access
 - Real-time performance monitoring
- DocQscribe™ (Basic)
 - Editing & transcription module
- DocQvoice™ (Optional)
 - Premise-based Voice capture system for call-in and support of dictation stations, 800 Call-In for system failure
- DocQSpeech™ (Optional)
 - Background Automated Speech Recognition for transcription editing
- DocQsign™ (Optional)
 - Electronic signature, anywhere, anytime
- DocQroute™ (Optional)
 - Advanced workflow engine for view, print, fax document distribution
- Benchmark KB (Optional)
- File Transfer Utility applications including but not limited to SubSpace, XML Sender, MedX, DocQlink™, Master File Updater (Optional)

1 Coverage Options

1.1 Basic. Customer will receive the following services under this option:

- 24/7/365 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 a MedQuist representative.
- Issue resolution activity Monday-Friday, 8:00 a.m.-5:00 p.m. EST, excluding MedQuist holidays.
- 24/7/365 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 software 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 in accordance with the above. Requests for assistance in resolving issues not classified as priority outside issue resolution activity hours may result in additional time and materials fees.

- Regular communications and updates until support issue are resolved.
- 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 labor is included at no additional fee for labor time incurred during the purchased coverage hours of service.
- All MedQuist 'point releases' and 'patch releases' for the specific application at no additional fee.
- Reasonable assistance in restoring DEP premise based systems to 'last known good state' using Customer supplied backup data.
- Monitoring for key stages of the data workflow to help ensure that all issues interrupting workflow are addressed in a timely manner. These monitors include but are not limited to:
 - Voice transfer monitors – Monitors designed to alert if there is an interruption in delivery of dictated jobs to DEP for customer premise based dictation.
 - Voice import – Monitors dictated job imports to DEP for our direct dictate customers.
 - DEP system stages monitoring – Monitors all the system stages a job goes through in DEP after the dictation is received and prior to transferring back to the customer site.
 - Transcribed Results transfer – Monitors and alerts if there is a failure of transcribed jobs as they transfer from MedQuist's data center to the customer premise based DocQroute system and finally into the customers receiving engine.
 - ADT / Orders import – Monitors ADT and Orders feeds into DEP and alerts if data is not received within a specific amount of time.
 - DocQroute Heartbeat – Monitors DocQroute and alerts if the application is not operational.
 - MedX Heartbeat – Monitors MedX data transport utility and alerts if the application is not operational.
- Consultative services by MedQuist support representatives available, excluding MedQuist holidays, to answer questions about DEP software and service. Consultative services include, but are not limited to, the following:
 - User administration and security
 - Template design
 - Work type and dictator standards
 - Workpool configuration
 - Management reporting

- Monitoring workflow
- Upcoming application releases
- DocQscribe User configuration
- QASAR
- Automated Speech Recognition
- Annual Work Requests within the following categories and amounts. Any additional Work Requests in any of the categories are available for additional fees.
 - Templates – 25 per year
 - Interface changes – 25 per year (pertains to interfaces developed by MedQuist)
 - DocQroute configuration changes – 6 per year
 - Training sessions – 2 per year (in addition to training received during implementation)

1.2 Advanced. In addition to the Basic services, “Advanced” Consultative services of the business use of DEP is available for additional fees. Items included and available in this comprehensive analysis are as follows:

- Best Practices analysis for all system components
- ASR barrier analysis
- Dictator behavior analysis and the impact on transcription
- Transcription/Editing productivity analysis
- Workflow analysis and design
- System configuration performance analysis and design
- Technical review of all external components (Interfaces, Distribution, etc)
- Detailed review summary with Return on Investment (ROI) calculation

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

- Identify failing component by name / version
- Customer contact name
- Customer contact phone number
- Address of equipment location
- Detailed description of failure
- Remote connection access and instructions (if applicable)

3 Lifecycle Maintenance Duration

3.1 MedQuist typically releases software under the following structure:

VV.PP.XX (example is DEP 04.12.00)

VV = Version of software

PP = Point release of software

XX = Patch release of software

- 3.2 MedQuist typically releases 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 point release of software licensed, as well as the preceding version. In either case, MedQuist shall provide software updates (point releases) for a maximum of two (2) years from date of version release.

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 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 may result in additional time and materials fees.
- 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 performs 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 is only obligated to return the software 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 Advanced Coverage, MedQuist 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, such may result in additional time and materials fees. All travel and living expenses shall be billed according to MedQuist's Travel and



Living Policy.

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) inspecting or servicing modified software; (c) performing services connected with relocation of software or adding or removing accessories, attachments or other devices; (d) repair of damage due to normal wear; (e) electrical work external to the software or any computer malfunction not attributable to the software 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 software used with any third party hardware or software not specified as compatible with the MedQuist software.

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. Service resulting from software corruption determined to be caused by improper power conditions or environmental conditions may result in additional time and materials fees.

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 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 software provided by 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.

6 Support Service Level Agreement

6.1 Service Level Definitions.

Severity	Type	Description
1	Critical Impact	Technical: Critical impact problem with system down, business outage, or immediate work stoppage that threatens current and future production. Operational: Critical customer issues that put the customer at risk for loss of business due to ongoing, unresolved service issues or issues previously communicated, but not recorded or addressed in a timely manner.
2	High Impact	Technical: High-impact problem where production is proceeding, but in a significantly impaired fashion; a problem with a time-sensitive issue important to long-term productivity that is not causing immediate work stoppage. Operational: High-impact issues with document delivery, turn around, quality, changing work types on a document or other service related issues that have a major customer impact. This could also include payroll related issues or contract issues.
3	Moderate Impact	Technical: Moderate-impact problem that is an important issue, but does not have significant current productivity impact. Operational: Moderate-impact problems that are important, but not a major issue that can be resolved in a 24 hour period. This would include issues with document delivery, turn around, quality, edits, or other service related issues that have a moderate customer impact.
4	Minor Impact	Technical: Minor inconvenience requiring ultimate, but not immediate resolution. Operational: Minor customer inconvenience impacting some reports, but not all. This would include items such as dual signature issues, adding a physician standard, minor edit, or other minor service related issues.
5	Enhancement, Product Defects, Work Requests	Requested system or Interface improvements to features or functions by individual client, Product Enhancement, Product Defects.

6.2 Service Level Agreements.

Service Level Agreements		
Severity Level	Time to Acknowledge	Time to Resolution
Severity 1*	30 minutes	4 hours
Severity 2	4 hours	24 hours
Severity 3	8 hours	72 hours
Severity 4	24 hours	168 hours (7 days)
Severity 5	24 hours	Determined based on issue and team assignment



*For hardware failure replacement, MedQuist will make best effort to replace failed hardware within 24 hours with equivalent equipment

Time to Acknowledge: Calculated from the time the incident is opened to the time when the assignee acknowledges the incident in QCare and makes the initial contact with the customer.

Time to Resolution: Calculated from the time the incident is opened to the time the incident is either closed or placed in another QCare status.