



Effective Date: September 1, 2016

**FLATIRON HEALTH
ONCOCLOUD™ PRODUCT SUITE SUPPORT POLICY**

OVERVIEW

This Support Policy describes the Uptime Guarantee and Technical Support Commitment that Flatiron Health, Inc. (“**Flatiron**”) offers for the Flatiron software-as-a-service products provided by Flatiron to Subscriber as specifically set forth in a Service Order (the “**OncoCloud Product Suite**”).

Each of the products in the OncoCloud Product Suite for which you are a paying subscriber is referred to as a “**Product**” in this Support Policy.

This Support Policy does not apply to any product that you receive at no charge (for example, as part of a trial subscription) or to any version of a Product that Flatiron has designated as a beta release version.

This Support Policy also does not apply to any third party products, interfaces or services that Flatiron may make available through or in connection with the OncoCloud Product Suite.

If you have a written agreement with Flatiron that contains service level or technical support terms that are different from those described in this Support Policy, then this Support Policy does not apply to you.

UPTIME GUARANTEE

Guarantee. Each Product will achieve an Uptime Percentage (calculated as described below) of at least 99% every calendar month (the “**Uptime Guarantee**”).

Measurement and Reporting. Measurement of Product performance against the Uptime Guarantee will be based on availability statistics collected by Flatiron.

Credits. For any calendar month for which a Product does not meet the Uptime Guarantee, Flatiron will issue you a credit equal to 5% of the monthly portion (pro rated, as applicable) of the subscription fee that you paid for such Product for such month (a “**Credit**”). In cases where there is no itemized subscription fee for a Product (for example, in cases where you pay a single fee for a bundle that includes the Product and other products or services, or where you pay Flatiron on a non-subscription fee basis), Flatiron will determine the amount of the Credit in good faith by allocating a portion of the monthly fee paid by you to the Product. Flatiron will issue any Credits on a quarterly basis. Credits issued by Flatiron may be applied against future amounts that you owe Flatiron, but in no event will you be entitled to receive payment for any unused Credits. Any Credits (together with any termination rights that you may have under your written agreement with Flatiron) will be your sole and exclusive remedy for any failure of a Product to meet the Uptime Guarantee.

Calculation of Uptime Percentage. The Uptime Percentage for a Product is calculated as:

$$(\text{Actual Availability} / \text{Full Availability}) \times 100\%$$

- **Actual Availability** means Full Availability for a given month, minus the number of minutes of Unexcused Outages of the Product for such month.
- **Critical Maintenance Downtime** means any planned Outage required to perform critical fixes, patches, updates, or other urgent maintenance outside of the Planned Maintenance.
- **Excused Outage** means any Outage due to: (i) Scheduled Maintenance Downtime, (ii) Critical Maintenance Downtime or (iii) problems caused by factors outside Flatiron’s reasonable control (such as, for example, internet outages or delays; problems resulting from your or a third party’s code, equipment, systems and problems resulting from your failure to properly use or implement the Product).
- **Full Availability** means the total number of minutes in a given month, minus the number of minutes of Excused Outages in such month.
- **Outage** means any period when the Product is unavailable.
- **Scheduled Maintenance Downtime** means any Outage that occurs once per week between 9:00 PM Eastern Time and 5:00 AM Eastern Time, or during such other regularly scheduled period of time outside of business hours that is specified by Flatiron as the time when routine Product maintenance activity is to take place.
- **Unexcused Outage** means any Outage that is not an Excused Outage.

TECHNICAL SUPPORT COMMITMENT

Help Desk Hours. A member of Flatiron’s help desk staff will be available to assist your users with technical problems and questions regarding the Product (“**Technical Support**”) via telephone and/or email Monday through Friday (excluding holidays) during the then-current OncoCloud Product Suite help desk hours that are posted on Flatiron’s website (“**Help Desk Hours**”).

Contact Methods for Technical Support. To access Technical Support for OncoEMR and OncoBilling, you may contact Flatiron’s help desk staff during Help Desk Hours via email at oesupport@flatiron.com or by telephone at 888.662.6367 ext. 1 (the “**Contact Methods**”). For OncoAnalytics and OncoTrials, please contact your Account representative directly.

Handling of Product Issues. For each Product outage or other Product problem that is reported to Flatiron’s help desk staff via the Contact Methods and verified by Flatiron as meeting one of the Severity Levels described in the below table (a “**Product Issue**”), Flatiron’s help desk staff will open a trouble ticket and use reasonable diligence to provide you with an initial response and progress reports for such Product Issue in accordance with the applicable Response Time described in the below table. Flatiron will determine in good faith the Severity Level assigned to a Product Issue.

Severity Level	Severity Level Criteria	Response Time
P1/Urgent	Production system down; system is unusable, resulting in a total disruption and product outage	<ul style="list-style-type: none"> • Initial email notification to affected customer confirming that trouble ticket has been opened within 4 Help Desk Hours of receiving report of Product Issue.

	<p>OR</p> <p>Production system issue is creating a patient safety issue.</p>	<ul style="list-style-type: none"> • Update notifications to affected customer every business day until Product Issue is resolved, through either email or status page. • Resolution notification to affected customer via email within 4 Help Desk Hours of Product Issue resolution.
P2/High	<p>Major feature/function failure; operation is inoperative, causing inability to complete a key business operation (e.g., faxing, prescribing)</p>	<ul style="list-style-type: none"> • Initial email notification to affected customer confirming that trouble ticket has been opened within 6 Help Desk Hours of receiving report of Product Issue. • Update notifications to affected customer every business day until Product Issue is resolved, through either email or status page. • Resolution notification to affected customer via email within 1 business day of Product Issue resolution.
P3/Medium	<p>Produces a non-critical situation in which feature is severely restricted, causing a practice's productivity at completing a key business operation (e.g., faxing, prescribing) to decline by a significant amount.</p>	<ul style="list-style-type: none"> • Initial email notification to affected customer confirming that trouble ticket has been opened within 2 business days of receiving report of Product Issue. • Update notifications to affected customer weekly until Product Issue is resolved, through either email or status page. • Resolution notification to affected customer via email within 2 business days of Product Issue resolution, if operational impact has occurred.
P4/Low	<p>Produces little or no impact on customer's business operations, causes a minimal productivity loss at completing a key business operation</p> <p>OR</p> <p>Issue reported is an enhancement request to current intended functionality</p>	<ul style="list-style-type: none"> • Initial email notification to affected customer confirming that ticket has been opened within 2 business days of receiving report of Product Issue. • Update notifications to requesting customer via Account Management team.

DATABASE MAINTENANCE

Flatiron regularly backs up the OncoCloud Product Suite database in order to protect against catastrophic loss of data. Restoration of data that is accidentally deleted by any of your users may incur a fee.

SUPPORT POLICY CHANGES

Flatiron may update this Support Policy from time to time, including when we add to or change our product offerings. Flatiron will post the updated Support Policy on its website at www.flatiron.com. The most recent version of the Support Policy that is posted on Flatiron's website will apply.