

# SURESCAN SUPPORT TERMS

Subject to your procurement of SureScan Software (as defined herein), these SureScan Support Terms (the "Support Terms") describe Aero Healthcare's provision of support to you ("Customer") pursuant to the terms of the Agreement and the terms hereof in accordance with the level of support that you are entitled to.

#### 1) Definitions

"Agreement" means the applicable agreement(s) that provide you with access to SureScan Software.

"Authorized Contacts" means the named Customer employees or agents who have an active SureScan License and are authorized by Customer to request and receive Support Services for the SureScan Software.

"Business Days" are Monday to Friday during Support Hours, excluding Aero Healthcare company holidays.

"Enhancement Request" means a request by Customer to add functionality or enhance performance beyond the specifications of the Cloud Service and are not included as part of Support Services.

"First Level Support" means any support relating to incidents from Customer's customers, end users or affiliates or general resolution of user errors, network errors, provisioning errors, or internet delays or malfunctions.

"Incident" means a single support issue, question or reproductible failure of the SureScan Software that is reported by an Authorized Contact.

"Priority Level" means the priority levels as defined below:

- "High Priority Level" means an incident where Customers use of SureScan Software is stopped or severely impacted resulting in Customer not able to continue business operations and the incident is affecting multiple users.
- "Normal Priority Level" means an incident where Customers use of the SureScan Software is restricted or stopped resulting in minor impact due to a limited number of users being affected, or due to only a specific feature or part of the SureScan Software being unavailable.

"Response Time" means the targeted time within which Aero Healthcare will use commercially reasonable efforts to contact Customer to acknowledge receipt of an Incident report and to engage an appropriately skilled support resource, commencing from the time that Aero Healthcare receives all required information as specified in Section 4. Response Times are measured during Normal Support Hours.

"Support Hours" are 8:00 a.m. to 5:00 p.m. Eastern Standard Time on Business Days.

"SureScan Software" means any computer programs, source code, and documentation related to the services provided by Aero Healthcare to Customer using the SureScan mobile application, website portal, and all components of these systems including all

intellectual property supporting their operation. For the avoidance of doubt, updates, modifications, and enhancements to the aforementioned computer programs, source code, and documentation are also included in this definition.

### 2) Scope of the Support Terms

General Policies: During the term of the Agreement, customers will receive support for an unlimited number of incidents. Aero Healthcare reserves the right to limit each contact (telephone or electronic) to one incident.

Supported Products and Services: The Support Terms cover technical support for all then-currently supported versions of the SureScan Software on a per license basis.

Exclusions from Support Services: Not included in this service agreement are Incidents caused by (i) integration of any third-party services, providers, hardware, or software to the SureScan Service or any part thereof; (ii) any non-conformance caused by unauthorized misuse, alteration, modification, or enhancement of the SureScan Software; or (iii) use of the SureScan Software that is not in compliance with the Agreement. Aero Healthcare shall not have any obligation to provide Support Services with respect to any: (a) First Level Support, which shall be provided by the customer; (b) Enhancement Requests; or (d) Requests for consulting or training of the SureScan Software or any part thereof. The support hours and response time commitments of Aero Healthcare do not extend to third parties involved in the support process.

## 3) Termination

Notwithstanding anything to the contrary herein or in the applicable Agreement, these Support Terms shall terminate upon expiration or termination of the Agreement.

#### 4) Incident Reporting and Response Times

Authorized Contacts. All reports of Incidents must be made to Aero Healthcare by the Authorized Contact(s).

Support Availability: Support can be reached by phone at (845) 618-7037 or by emailing <a href="mailto:support@aerohealthcare.us.com">support@aerohealthcare.us.com</a> during Support Hours. Please note that these hours may change occasionally due to factors such as company events, holidays, or unforeseen circumstances. When reporting an incident, customers should provide their location name and information, a detailed description of the problem and the expected results. Additional information may be requested including steps taken to troubleshoot or resolve the issue, and screenshots or error messages that may help Support diagnose the issue.











# **SURESCAN SUPPORT TERMS**

Response Times: Aero Healthcare provides technical support to its existing customers during support hours. The support team aims to respond to High Priority incidents that have a major effect on the customers' business operations within 1 - 4 hours of receiving a call. For Normal Priority incidents that have minor impact on the business operations, the response time is within 1 business day. These response times are not guarantees of resolution times, but only of initial contact by a support representative.

### 5) Aero's Obligations

Aero Healthcare will make available Support Services access during Support Hours for the Customer to report Incidents and receive assistance. On receipt of an Incident report, Aero Healthcare shall establish whether there is an Incident for which the Customer is entitled to Support Services under these Support Terms and, if so, shall:

- Confirm receipt of the incident report and notify Customer of the Incident case number that both parties must then use in any communications about the incident. Work with Customer to set a Priority Level for the incident based on the criteria set forth herein.
- ii) Analyze the Incident and verify the existence of the problem.
- iii) Give the customer direction and assistance in resolving the Incident pursuant to the terms described herein.

### 6) Customers Obligations

Aero Healthcare's obligation to provide Support Services under these Support Terms is conditioned upon the Customer: (a) paying all applicable fees for Support Services prior to the date the Incident is reported; (b) having valid access to the SureScan Software; (c) providing Aero Healthcare with all reasonable assistance and providing Aero Healthcare with data, information and materials as that are reasonably necessary in resolving the incident; (e) providing all First Level Support; (f) providing appropriate contact information for all Authorized Contacts if requested; (g) logging incidents via telephone or email as set forth in Section 4.

