

Support Services Policy

As referenced in the license agreement (the "Agreement") under which you obtain and are granted the right to use MedsOnTrack software (the "Software"), this Support Services Policy document is the primary document used to communicate the MedsOnTrack Ltd (the "Supplier") support policies. This Support Services Policy sets out The Supplier's support terms and conditions, as well as provides a description of The Supplier's support levels.

1. Definitions

1. "Error" means an error in the Software which causes a material non-conformity of the Software
2. "Error Correction" means the use of reasonable commercial efforts to correct Errors.
3. "Workaround" means a change in the procedures followed or data supplied by Customer to avoid an Error without substantially impairing Customer's use of the Software.

2. Cloud Services Users

The Customer should establish and maintain the organization and processes to provide support directly to its end-users of Customer's "cloud computing" service.

3. The Supplier's Support Service

The Supplier's policy is to provide Support Services for the Software for the duration of The Agreement.

4. Support Offerings

The Supplier's support offerings are described at clause 6 below

5. Severity Definitions

Severity 1

Customer's use of the Software is stopped or so severely impacted that it cannot continue to operate, and the Customer has experienced a complete loss of service.

Severity 2

Customer is experiencing a severe loss of service. Important features are unavailable with no acceptable workaround; however, operations can continue in a restricted fashion.

Severity 3

Customer is experiencing a minor loss of service. The impact is an inconvenience, which may require a workaround to restore functionality

Severity 4

Customer is requesting information, a product enhancement, or documentation clarification regarding the Software.

6. Remedies

Severity 1 support requests should be made via the telephone using the phone number provided by The Supplier.

Severity 2 - 4 support requests may be submitted via email to Support@MedsOnTrack.com

7. Scope of Support Services

- a) Support Hours. Regular support hours are from 8:00AM to 6:00PM GMT on normal business days (Monday to Friday). The Supplier will use best endeavours to respond to support requests outside these hours depending on availability
- b) Update Releases. From time to time, The Supplier releases updates to the Software that are generally available to all customers for no additional fee. All such Updates shall be considered "Software" and shall be subject to the terms and conditions of the Agreement.
- c) Modifications of Software. The Supplier may, in its sole discretion, accommodate requests for modifications, however, The Supplier is under no obligation to incorporate those requests from Customer in future releases of the Software
- d) Error Correction. The Supplier shall exercise commercially reasonable efforts to correct any Error reported by Customer in the current version of Software.
- e) Exclusions. The Supplier shall have no obligation to support software problems caused by Customer's negligence, abuse or misapplication, use of Software other than as specified in The Supplier's user manual or other causes beyond the control of The Supplier. The Supplier shall have no liability for any changes in Customer's hardware, which may be necessary to use Software due to a Workaround or maintenance release. The Supplier reserves the right to change the support services it offers at the end of any Agreement term. THE SUPPLIER shall give the Customer at least sixty (60) day's notice prior to implementing any such change.
- f) DISCLAIMER OF WARRANTY. THESE TERMS AND CONDITIONS DEFINE A SERVICE ARRANGEMENT AND NOT A SOFTWARE WARRANTY. ALL LICENSED PRODUCTS AND MATERIALS RELATED THERETO ARE SUBJECT EXCLUSIVELY TO THE WARRANTIES SET OUT IN THE AGREEMENT. THESE TERMS AND CONDITIONS DO NOT CHANGE OR SUPERSEDE ANY TERM OF ANY SUCH AGREEMENT.
- g) Changes. This Support Services Policy may be updated periodically and is subject to change at The Supplier's discretion.