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syngo End of Support/EOS Support Program

Once a Version of a syngo Application becomes EOS the following changes will occur to support for that version of the Application: (i) the terms of the support program under the Agreement are modified as described below in this Section with respect to the EOS syngo Application(s), (ii) Siemens' warranties under the Agreement will not apply to the EOS syngo Application(s), and (iii) in addition to the monthly support fee, Customer will pay Siemens an additional fee per support event for any support service performed by Siemens, which will be chargeable at Siemens' then-current Preferred hourly rates as defined in Section 2 below. A minimum of 4 hours will be charged per event. If and when Customer completes an upgrade of the EOS syngo Application(s) and Customer returns to being in compliance with the terms of the Agreement, including its support program, then until the earlier of the EOS Date of the newly installed Version or the end of the Support Term, the modifications described in this Section will cease to apply.

1. Principal Coverage Period ("PCP") is defined to be Monday - Friday, 8:00 AM - 5:00 PM (Eastern), excluding Siemens holidays.

2. Siemens Preferred Labor Rates will be used to calculate labor fees as described above. Tier 1 rates will apply during the Principal Coverage Period, PCP, defined to be Monday - Friday, 8:00 AM - 5:00 PM (Eastern), excluding Siemens holidays. Tier 2 rates will apply during the period Monday - Friday, 5:00 PM – 8:00 AM (Eastern), and all day Saturday until 5:00 PM (Eastern). Tier 3 rates will apply during the period Saturday, 5:00 PM until Monday, 8:00 AM (Eastern), and on the following holidays: New Years Day, Memorial Day (observed), Independence Day, Labor Day, Thanksgiving Day, Christmas Day. If one of the foregoing holidays falls on a Saturday, then the holiday will be observed on the previous Friday, and if the holiday falls on a Sunday, the holiday will be observed on the following Monday.

2.1. A minimum of 4 hours of labor per event will be charged. Parts required to repair, if applicable, will also be charged. Commercially-reasonable efforts will be made to remedy any service issue.

2.2. Support Issues will be accepted by Siemens 24 hours per day, 365 days per year. Customer must provide a Purchase Order (PO) for the additional per-event support fee for each support issue before work will begin. Once the Customer provides a PO, the request for support will be triaged and worked on upon receipt or deferred until the PCP at the Customer's request or at Siemens sole discretion. Siemens will provide support as time permits and as resources are available. Siemens further reserves the right to limit the hours of support in Siemens' sole discretion. Support issues will be classified as Service Level 4 End of Support (EOS / SL 4) within the Siemens tracking system. Siemens does not guarantee that a service event will be resolved. Commercially reasonable efforts will be used to address service issues.

3. No model or other support will be provided for regulatory issues including, without limitation, HIPAA.

4. No support will be provided for Third Party Software required to support the Application.

5. No additional Professional Services Requests (PSR's) will be accepted (except archiving and deinstall), including, without limitation, product and technical education.

6. Siemens makes no commitment on the availability of support resources for Decommissioned/EOS Applications, and Siemens will not be responsible for support delays and/or Application disruptions that may result from Customer operating Decommissioned/EOS Applications. In particular, in situations in which Siemens is dependent on an outside vendor (for example, but not limited to HP or Sybase) to provide support on a system software component for the Application or embedded in the Application, Siemens may be unable to obtain this support from these vendors and shall have no further obligation to obtain such support.

7. Except for the most current version of the application delivered through a system upgrade, Customer is not entitled to receive any Updates, Releases or new Versions of the Application under these modified support terms. If Customer upgrades the EOS syngo Application(s) and Customer returns to being in compliance with the terms of the Agreement, including its support program, then for any period of support for the syngo Application(s) following the time of the completion of that implementation, Customer regains entitlements to Updates, Releases or new Versions of the Application as specified in the Agreement. While running an End of Support version of the Application, an amendment and payment of mutually-agreed fees

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would also be needed in order for Customer to obtain professional services from Siemens relating to the Decommissioned Application, to obtain Siemens' assistance in de-installing the Decommissioned Application and transitioning to different software, or otherwise. Siemens makes no commitment to provide such services, particularly in the case of de-installation requests that are scheduled for completion more than 90 days after the request or more than twelve (12) months after the EOS Date.