

# Support and Maintenance Specifications

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## Introduction to Your Support and Maintenance Specifications

It is our goal to make sure you have a full and complete understanding of the services we provide under any support and maintenance program which you have purchased. The specifications provided herein describe the details related to the level of service you have purchased for your specific product, and shall consist of the support of the hardware, software, and supporting infrastructure of your system. Along with the LearningSpace Agreement, these Specifications govern the terms of the support services you have purchased.

## Description of Services

Elevate Healthcare's LearningSpace Support and Maintenance Services consist of supporting the hardware, software and supporting infrastructure of the LearningSpace system ("LearningSpace"). In order to receive Support and Maintenance Services on your full system, all components of your LearningSpace System must be covered. Elevate Healthcare shall charge you on a 'per component' basis.

### Scope of Services:

Elevate Healthcare's LearningSpace Support and Maintenance Services include and cover the following services:

#### LearningSpace Support Services

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Updates to the LearningSpace application

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Updates to the operating system of the server and additionally installed applications by Elevate Healthcare

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Nightly Backup of textual data of the LearningSpace database

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Response to server, camera or audio outages

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Access to email and phone support during business hours, as described below

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Shipment of replacement components as described below

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Hardware support, as described below.

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Training-For-Life\*

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\*Training For Life entitles the Customer access to Elevate Healthcare's Training For Life virtual training events. Availability, scheduling, duration, cadence and subject matter of the Training For Life events shall be at the discretion of Elevate Healthcare. The subject matter of the Training For Life events may not necessarily pertain to your specific version of LearningSpace and may cover broader topics related to simulation center management. It is the responsibility of the Customer to sign up for any available Training For Life events. Training for Life is not a full product training. Product training must be purchased by Customer an additional cost.

## Exclusions

Elevate Healthcare's LearningSpace Support and Maintenance Services do not include or cover:

- On-site repair work and associated travel costs. If a Customer wishes to purchase a technician visit, Customer shall be required to pay Elevate Healthcare for the visit at the then-current list price.
- Replacements of computers, tablets, and other hardware components (including but not limited to servers, switches, cameras, digital audio kits, and speakers) that are over five (5) years old. Customer may continue to maintain Support and Maintenance Services for the software beyond five (5) years, however the Hardware will not be supported, and in the event that there is a compatibility issue, Customer shall be required to replace incompatible Hardware. Customer shall only be required to purchase new Hardware components, and no additional licensing fees shall be charged.
- Software Upgrades.
- Support and updates of Customer computers used to access LearningSpace services.
- Solutions for hardware and network connection issues, as they are technically impossible to handle remotely because of the physical constraints. However, Elevate Healthcare actively participates in diagnosing any such issues.
- Administrative access to Elevate Healthcare's LearningSpace system network.
- Any normal wear and tear due to normal use and aging.
- Any hardware purchased from third party suppliers which may be utilized with your LearningSpace system.
- Any additional exclusions set forth in the Warranty Services Agreement.

## Customer's Responsibilities

In order for Elevate Healthcare to provide these Support and Maintenance Services, Customer will:

- Maintain network connectivity when required for LearningSpace.
- Maintain VPN access to servers.
- Assist Elevate Healthcare support team with replacing peripheral equipment.
- Notify Elevate Healthcare of support issues via email.
- Customer will provide at least one individual from the customer site who shall act as the primary point of contact for Elevate Healthcare to communicate important information. The Customer is required to provide Elevate Healthcare (ls-support@elevatehealth.net) a primary technical contact (name, email, telephone number), and is responsible for keeping technical contact information up to date in the event of personnel changes.
- Carry out the procedures indicated by Elevate Healthcare in answer to queries made by Customer within a reasonable time after such procedures have been communicated to Customer.
- Ensure easy access and availability to any hardware by Elevate Healthcare personnel when required.
- Return any defective hardware components, per the instructions of Elevate Healthcare.
- In the event that virtual machines are utilized with Customer's LearningSpace system, Customer shall provide Elevate Healthcare with the necessary access to Customer's servers in order to support LearningSpace and provide any required updates. Elevate Healthcare may utilize virtual machines in order to manage LearningSpace. Elevate Healthcare may require specific space requirements and technical requirements on the Customer's servers in order to properly implement LearningSpace. Elevate Healthcare shall not be responsible for any failures that may result from not being granted the access and storage capacity necessary to run the system.

## Delivery of Support

### General:

At Elevate Healthcare's discretion, Elevate Healthcare shall repair or replace a defective hardware component with a current configuration of an identical or equivalent hardware component. Replacement hardware components may be refurbished.

### Procedure:

Customer should contact their Customer Experience Specialist (CXS) via telephone or online for technical assistance and repairs. Customer may be asked to provide photographic confirmation of the broken part or functionality.

### Hardware Support

If Elevate Healthcare determines that the defective hardware component requires repair and replacement, Elevate Healthcare will provide procedures to the Customer in order to assist in the component replacement process, which shall require the following:

- Elevate Healthcare will provide the Customer with a return label along with the replacement component for the defective component. Customer must inform the CXS of when the defective component is shipped for return.
- Customer will reuse the packaging in which the replacement component is sent to the Customer for the return of the defective component.
- Customer must return the defective component within seven (7) days, or otherwise will be charged for the defective component.
- Elevate Healthcare is responsible for all costs for shipment of the replacement component to and from the Customer.
- Elevate Healthcare will retain the original defective parts.
- In the event the Customer wishes to receive back the repaired defective component rather than a replacement component, the Customer must wait for the defective component to be repaired, and a replacement component will not be provided.

### Software Support

Elevate Healthcare Support and Maintenance Services are provided with internet connectivity to the Customer's LearningSpace system. Services are only available if and when LearningSpace components are available for remote administration over the network, utilizing the tools and methods the Customer selected for remote access. Although connecting your LearningSpace System to the internet may not be required, complex support cases require LearningSpace to be accessible on the network, hence it is highly recommended to connect LearningSpace to the internet for remote support.

### Customer Support Contact Information:

Hours: N. America: 8:00AM –8:00PM EST (Monday-Friday) | International: 7:00AM–4:00PM GMT (Monday-Friday)

Phone: US +1-866-462-7920 Ext 3 | UK +44 (0) 800-91701851 | EMEA +49-6131-4950354

Email: [ls-support@elevatehealth.net](mailto:ls-support@elevatehealth.net)

Chat Support: <https://help.learningspace.elevatehealth.net>

Additional support can be scheduled outside of normal hours with Elevate Healthcare at an additional cost based on availability.

**Updates:** Customer will receive available system updates directly through the LearningSpace System's notification interface. Customer Support will adhere to the IT security guidelines dictated by the customer's institutional security protocol. Customer is responsible for ensuring that VPN access be provided during the scheduled time frame for the software update. In addition, all servers need to be enabled and authorized to connect to all Internet hosts on TCP ports 80, 443.

## Response Times:

Elevate Healthcare provides support within 24 hours of notification for Major Impact issues (A) and within 48 hours for all other issues (B-D) (excluding weekends and public holidays). In the event of a critical issue, the customer shall first contact customer support via email ([ls-support@elevatehealth.net](mailto:ls-support@elevatehealth.net)) followed by contacting telephone support.

## Priority Level Descriptions

**A – Major Impact:** Reported issue has major impact on training. The Customer cannot perform the intended or planned training. Example: System not accessible; not able to record at all or existing recordings not available. Data entry not possible, submitted data not saved.

**B – Some Impact:** Reported issue has some impact on training. The customer can perform an acceptable level of the intended or planned training. A work-around solution may be provided. Example: Defect in peripheral (ex. some cameras); product inconsistency; system still accessible and training can be performed, but issue affects live event.

**C – Minor Impact:** Reported issue has an impact on training but does not negatively affect the course. Example: Loss of minor functions like printing or exporting data; defect in peripheral; product inconsistency not affecting live events, workaround provided. Usability questions also belong here.

**D – No impact:** Cosmetic change, like distorted text; update; feature request; other daily matters. Example: VPN, listserve, hardware breakdown

## Security

Customer must use strong passwords for all user accounts created in LearningSpace. Strong passwords are defined as having more than 8 characters, not matching standard “dictionary” definitions and having at least 3 of the following 5 characteristics:

- 1 or more capital letters
- 2 or more numbers
- 1 or more punctuation marks
- 1 or more symbols
- Fewer than 3 of the same characters consecutively

## Cloud Hosting and Storage Services

Elevate Healthcare provides cloud hosting and storage services (“Cloud Hosting and Storage Services”) for a term. The Cloud Hosting and Storage Services include both hosting and storage services. The length of the term and the storage capacities shall be as specified on your quotation. If you elect to purchase Cloud Hosting and Storage Services as a part of your LearningSpace System, those services will be charged separately at additional cost at the time of purchase of your LearningSpace System, or at a subsequent time if Customer wishes to add Cloud Hosting and Storage Services. Cloud Hosting and Storage Services, similar to Support and Maintenance Fees, are paid on an annual basis, unless otherwise specified in your quotation.

## Data Protection

The privacy of our customers is of sincere importance to Elevate Healthcare. Based on the scope of the services provided under LearningSpace support and maintenance services (including any backup and/or storage files rendered pursuant to the automatic backup Cloud Hosting and Storage Services), personal data may be processed by the Customer and Elevate Healthcare for the fulfilment of the obligations relating to the employees, clients, customers, students or other persons connected to the Customer when using LearningSpace.

The LearningSpace Data Protection Policy explains what information we gather from our customers, how it may be used and how it is protected by Elevate Healthcare. This policy is issued to comply with the EU General Data Protection Regulation, (EU) 2016/679 of 27 April 2016 (GDPR) and any relevant national legislation of EU Member States implementing the GDPR, as well as the relevant US legislation on privacy and data protection (together the “Regulations”). The LearningSpace Data Protection Policy forms an integral part of these terms and can be found at <https://elevatehealth.net/legal>

## Updates and Additional Purchases

The Support and Maintenance Services shall cover services associated with any updates or minor additions provided by or purchased from Elevate Healthcare that replace or supplement the original LearningSpace system. Any such update or addition shall be covered through the end of the then-current term. In the event that the Customer elects to expand the LearningSpace System, the Customer may be required to pay additional fees for Support and Maintenance Services which shall depend on the size of the LearningSpace expansion. Any such expansion shall also be governed by the terms of the initial LearningSpace purchase.

In the event Customer elects to increase cloud storage capacities in the middle of the then-current term, Customer may purchase additional cloud storage at a pro-rated amount. Customer may not decrease cloud storage capacities in the middle of the then-current term.

## Suspension of Services for Lack of Connectivity

In the event that the Customer ceases to provide system connectivity to Elevate Healthcare for greater than five (5) consecutive days, Support and Maintenance Services will be suspended until such connection is restored. Elevate Healthcare shall not refund or credit Customer for any suspension of service that is a result of lack of system connectivity.

## Limited Warranty

Elevate Healthcare warrants to Customer that, commencing upon thirty (30) days following the shipment of the Product (the "Commencement Date"), for one (1) year thereafter or such longer term if Customer renews the Support and Maintenance Services (the "Warranty Period"), the Product shall (i) be free of defects in material workmanship under normal use and (ii) substantially conform to the applicable Elevate Healthcare specifications. Elevate Healthcare makes no warranty as to the Product after the Warranty Period. Elevate Healthcare does not warrant that the Product will meet Customer's requirements or will operate in combinations with other hardware, software or non-supported platforms/operating systems/databases which may be selected for use by Customer, or that the operation of the Products will be uninterrupted or error-free.

Elevate Healthcare warrants that the Support and Maintenance Services mentioned in this Agreement will be in accordance with general accepted industry standards.

Elevate Healthcare does not warrant the Product for any damage that is the result of the following:

- (i) Accident, natural disaster or unreasonable use, neglect, alteration, faulty or negligent installation, abuse, misuse.
- (ii) Handling by carrier or Customer or incurred during shipment, provided shipment is not organized by Elevate Healthcare.
- (iii) Alteration or defacement of product labeling.
- (iv) Modification or repair by the Customer or any third-party not expressly authorized in writing by Elevate Healthcare to perform such modifications or repairs. Customer will indemnify and hold Elevate Healthcare, its officers, employees and agents harmless for any costs of injury or loss of training time resulting from unauthorized repair or modification.

Notwithstanding anything contained in this Section, Customer acknowledges that there is no warranty for consumables and expendable material, unless damage occurs due to a defect in materials or workmanship.

EXCEPT SUCH AS IS EXPRESSLY SET FORTH HEREIN, ELEVATE HEALTHCARE MAKES NO OTHER WARRANTY, EXPRESSED OR IMPLIED, WITH RESPECT TO THE SUBJECT MATTER OF THIS AGREEMENT, INCLUDING BUT NOT LIMITED TO, ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, OR ANY OTHER WARRANTY OF ANY KIND RESPECTING ANY MAINTENANCE SERVICES PERFORMED HEREUNDER OR ANY MATERIALS FURNISHED HEREUNDER. CUSTOMER ACKNOWLEDGES THAT NO REPRESENTATIONS HAVE BEEN MADE EXCEPT THOSE MADE HEREIN.



### **Non-Transferability**

The Support and Maintenance Services are not transferable, unless otherwise agreed to by Elevate Healthcare.

### **Annual Renewal Fees and Payment**

The initial term for Support and Maintenance Services, including Cloud Hosting and Storage Services, shall be for one (1) year, beginning on the Commencement Date ("Initial Term"), at no additional charge. If Customer wishes to retain Support and Maintenance Services or Cloud Hosting and Storage Services beyond the Initial Term, Customer must renew the Support and Maintenance Services and Cloud Hosting Storage Services for additional one (1) year renewal terms (each a "Renewal Term") by payment of an annual support and maintenance fee ("Annual Support Renewal Fee"), and the annual cloud storage fee ("Annual Cloud Hosting and Storage Fee"). Annual Support Renewal Fees and Annual Cloud Storage Fees shall be due annually on the anniversary of the Commencement Date ("Due Date"). Elevate Healthcare will endeavor to send an invoice for such Annual Support Renewal Fees and Annual Cloud Hosting and Storage Fees but Elevate Healthcare's failure to deliver such invoice shall not affect Customer's obligation to pay the Renewal Fees required to maintain the services offered under this Agreement. In the event Customer fails to renew Cloud Hosting and Storage Services prior to the termination of the then-current term, Customer will retain access for thirty (30) days following the termination date ("Grace Period"). If Customer has not renewed Cloud Hosting and Storage Fees by the end of the Grace Period, Elevate Healthcare will terminate access to the Customer's cloud hosting and storage account.

### **Returning Customers**

For customers who are returning to Elevate Healthcare for Support and Maintenance Services after a period of no coverage, Elevate Healthcare will require a system evaluation ("System Check-up"). Customer will be required to pay a fee for this System Check-Up prior to commencing any new Support and Maintenance Service Renewal Term.

Customer By: \_\_\_\_\_

Title: \_\_\_\_\_

Name: \_\_\_\_\_

Date: \_\_\_\_\_