

EXHIBIT
SUPPORT AGREEMENT (“SLA”)

Medigate Corporation (“**Medigate**”) hereby agrees to provide [_____] (“**Customer**”) with the following support and maintenance services (the “**Services**”).

1. Definitions:

Unless otherwise defined herein, capitalized terms used but not defined in this Support Agreement shall have the meanings given to them in the Agreement.

- 1.1. “**Downtime**” means the total time within a Measured Period during which the Product is inoperable or inaccessible, excluding SLA Exclusions during such Measured Period.
- 1.2. “**Final Resolution Time**” means the percentage of Final Resolution of Incidents achieved within required time for the Incident Level (excluding incidents requiring joint resolution with Customer).
- 1.3. “**Incident**” means any failure of the Product to conform in any material respect with the documentation.
- 1.4. “**Level 1 Incident**” means a Product defect, non-conformity or problem that is a critical or high priority because of its impact or urgency; *e.g.*, it significantly impacts delivery of patient care, significantly impacts use of a Product, or materially exposes Customer to financial or other liability.
- 1.5. “**Level 2 Incident**” means a Product defect, non-conformity or problem that is a moderate priority because of its impact or urgency; *e.g.*, any Level 1 Incident for which a temporary solution or workaround reasonably acceptable to Customer may be accomplished.
- 1.6. “**Level 3 Incident**” means a Product defect, non-conformity or problem that is a low priority because of its impact or urgency; *e.g.*, a minor problem that can be circumvented without difficulty or disruption to the operations of Customer.
- 1.7. “**Measured Period**” means the total number of minutes in any calendar year.
- 1.8. “**Product**”- means the Hardware, Software and/or the Materials mentioned under the Agreement.
- 1.9. “**Scheduled Downtime**” means any Downtime (i) of which Customer is notified at least two days in advance, or (ii) during a standard maintenance window, as published by Medigate from time to time. In either of the foregoing two situations, Medigate will use commercially reasonable efforts to ensure that the Scheduled Downtime falls between Friday 19:00 PM EST - Monday 07:00 EST.
- 1.10. “**Technical Support Contact**” means the person(s) designated by Customer below as responsible for communications with Medigate regarding support Services hereunder.
- 1.11. “**Technical Support**” means technical support assistance provided by Medigate (directly or through partners and contractors) through telephone, web and/or email to the Technical Support Contact concerning the installation and use of the then-current release of Product.

2. Support Services

- (a) Technical Support shall be available by phone (i) 24 hours per day, 7 days per week for Level 1 Incidents; and (ii) from 9:00 a.m. to 5:00 p.m. EST Monday through Friday for Level 2 and Level 3 Incidents.

- (b) Medigate shall exercise its commercially reasonable efforts to perform the Services in accordance with, and in such a manner so as to meet the performance targets (“**Performance Targets**”) as following:

ASP (Application Service Provider) SLA	Performance Target
ASP Services Availability (Excluding Scheduled Downtime and Downtime caused by network misconfiguration or malfunctions caused by Customer, the percentage of time ASP Services are fully functioning and available to Customer (subsequent to completed deployment of Medigate platform in specific network))	Greater than or equal to (≥) 97%

Support Service SLA	Priority	Performance Target (subject to the circumstances)
Incident Initial Response	Level 1	in ninety (90) minutes or less
	Level 2	in three (3) hours or less
	Level 3	in two (2) business days or less
Resolution Time	Level 1	in one (1) business day or less
	Level 2	in four (4) business days or less
	Level 3	in thirty (30) days or next update

- (c) Customer shall report Level 1 Incidents to Medigate’s technical support worldwide hot line at +972 (547) 888692. Level 2 and Level 3 Incidents may be reported either to the technical support worldwide hot line, or through the Medigate website under “Support”: <https://www.medigate.io/contact/>. The level of each Incident shall be determined by Medigate.
- (d) Medigate will also provide on-site support, for Level 1 Incidents, where Medigate determines, at its reasonable discretion that such on-site support is required after the provision of support services remotely as specified above, has not resolved the matter.

3. Measuring tools.

Medigate shall implement and operate those measurement and monitoring tools and methodologies that are reasonably necessary to enable Medigate to measure, monitor and report its performance in respect of the Services during each month.

4. Reporting.

Reporting of Problems. On an ongoing basis, Medigate promptly shall report to Customer any problems known to Medigate that will likely result in an Incident, and inform Customer of the remedial actions taken or that Medigate plans to take to avoid or mitigate the impacts of such Incident.

5. SLA Exclusions.

- (a) Medigate's obligations hereunder are based on and subject to the Customer: (i) complying with the terms and conditions of the Agreement, including this Support Agreement; (ii) complying with Medigate's instructions, if any, for performing any corrective action; and (iii) maintaining the connectivity (with acceptable bandwidth) of the Customer's workstations to the main Internet, as well as creating and maintaining firewall definitions and opening required ports that permit access to the Service.

- (b) The following shall not be considered within the definition or calculation of Downtime: (i) Scheduled Downtime; (ii) backups of the Service; (iii) Service unavailability that is attributable to: (a) causes beyond Medigate's reasonable control, such as a force majeure event, or the performance of any third party hosting provider or communications or internet service provider; (b) Customer's failure to perform any obligation under the Agreement that affects the performance of the Service; (c) any actions or omissions of the Customer or any third party acting on its behalf; and/or (d) Customer's or any third party's equipment or Product; and (iv) Service unavailability caused by the suspension and termination of Customer's right to use the Service in accordance with the Agreement; (each an "**SLA Exclusion**").