Exhibit B
Software Maintenance and Technical Support

Subject to and conditioned on Customer's timely payment of Fees and compliance with the terms and conditions of the Agreement and any Order Form, during the Term and any Renewal Term, if any, Raintree will provide to Customer Raintree's standard software maintenance and technical support services (the "**Services**") in accordance with the Raintree's description of Services then in effect, and set forth on this Exhibit B (the "**Support Exhibit**"). Raintree may amend the Support Exhibit from time to time in its sole discretion.

1. <u>Designated Representatives</u>. The individuals designated as representatives of Customer for the purpose of resolution of software technical support will be: _____ _____ (the "**Designated Technical Support Contact**"). Customer may change its designated representatives by written notice to the Raintree.

2. <u>Definitions</u>. Raintree will determine in its sole discretion the severity of an incident based upon the following definitions (each an "**Incident**"):

Severity	Definition
Critical	Due to the Incident, the Software is not operational or accessible by end users or the nature of the Incident has a broad impact that significantly limits the use of the system which will result in critical operational delays.
High	The Software is operational; however the Incident is limiting a major feature or function of the system which may result in some operational delays.
Medium	The Incident is moderate in nature and does not have a direct and significant impact on the operational use of the Software.
Low	Non-break/fix related requests such as product enhancement inquiries and general questions which do not impact the operational use of the Software.

3. <u>Exceptions</u>. Raintree has no obligation to provide Services relating to Incidents or otherwise that, in whole or in part, arise out of or result from any of the following (each a "**Service Exception**"):

(a)   Software, or the media on which it is provided, that is modified or damaged by Customer or any third party;

(b)   any operation or use of, or other activity relating to, the Software other than as specified in the Documentation, including any incorporation in the Software of, or combination, operation or use of the Software in or with, any technology (including any software, hardware, firmware, system, or network) or service not specified for Customer's use in the Documentation;

(c)   any third-party materials;

(d)   any negligence, abuse, misapplication, or misuse of the Software other than by Raintree personnel, including any Customer use of the Software other than as specified in the Documentation;

(e)   any delay or failure of performance caused in whole or in part by any delay or failure to perform any of Customer's obligations under the Agreement, including Customer's failure to promptly install any Updates or Upgrades that Raintree has previously made available to Customer;

(f)   the operation of, or access to, Customer's or a third party's system or network;

(g)   any relocation, installation or integration of the Software other than by Raintree personnel;

(h)   any beta software, software that Raintree makes available for testing or demonstration purposes, temporary software modules, or software for which Raintree does not receive a license fee;

(i)   any breach of or noncompliance with any provision of the Agreement by Customer or any of its representatives;

(j)   any services required to maintain Customer's LAN and WAN workstation computers, printers, or other network components that are not directly related to the operation of Customer's Subscription; or

(j)   any Force Majeure Event.

4.   Scope of Services.

(a)   Response Times.   During the Term, Raintree will use commercially reasonable efforts to respond to any Incidents reported by Customer's Designated Technical Support Contact through the creation of a support ticket in Raintree's customer relationship management application within the timeframes set forth below based upon the severity level of each such Incident:

Severity Level	(Business Hours)	(Non-Business Hours)
Critical	6 hours	12 hours
High	1 business day	1 business day
Medium	3 business days	3 business days
Low	5 business days	5 business days

(b)   Support Operations.   Raintree shall determine, in its sole discretion, which customer service resource will provide the Services hereunder. Raintree's assignment of such customer service resource in shall be based on the availability, professional skills, and

any other criteria that Raintree deems necessary in its sole discretion. In the event the Customer requests a specific customer service resource and Raintree approves such request, in its sole discretion, the response time requirement will be considered to be waived by Customer. Raintree shall use commercially reasonable efforts to perform the Service during the normal operating hours of 5:00 AM – 5:00 PM Pacific Standard Time, Monday through Friday excluding nationally recognized holidays ("**Business Hours**") and from 5:01 PM – 4:59 AM Pacific Standard Time, Monday through Friday, excluding nationally recognized holidays and 24 hours per day on Saturdays, Sundays and nationally recognized holidays ("**Non-Business Hours**").

(c)   Scope of Services. During the Term, Raintree will use commercially reasonable efforts to provide the following Services related to Incidents reported by in accordance with this Support Exhibit:

1. The diagnosis and resolution of application screens, tables, and files irregularities or system "bugs,"

2. The diagnosis and resolution of irregularities in existing system reports,

3. The diagnosis and resolution of printing problems that are directly related to Raintree Professional operations,

4. The diagnosis and resolution of corruption that occurs in the Raintree Professional database, and

5. The diagnosis and resolution of problems that result from electronic transmissions and transactions to third-party payers which Raintree has previously installed.

The resolution of any and all Incidents, including any Software related conflicts or "bugs" are not guaranteed within this Agreement.

5.   Customer Obligations.

(a)   Notification. Customer shall promptly notify Raintree through creating a ticket in the Raintree Customer Relationship Management System of any Incident and provide Raintree with reasonable detail of the nature and circumstances of the Incident.

(b)   Compliance. Customer shall comply with all terms and conditions of the Agreement, including this Support Exhibit.

(c)   Use. Customer shall use the Software solely in accordance with the terms and conditions set forth in the Agreement and the Documentation.

(d)   Environment. Customer shall set up, maintain, and operate in good repair and in accordance with the Documentation all environmental conditions and components,

including all networks, systems, and hardware, in or through which: (a) the Software operates; and/or (b) the Customer accesses or uses the Software and any of the Services.

      (e)   <u>Access</u>. Customer shall provide Raintree with remote online access to Customer's Subscription through the Internet. Failure by Customer to provide Raintree remote access to Customer's Subscription shall nullify all obligations by Raintree to provide Customer with the Services.

6.   <u>Services for Prior Releases</u>. Raintree shall provide Services for the two previously released versions of the Software ("**Software Versions**"). Software Versions are identified in the sequence-based numeric model of 1.1 and higher with the number immediately following the decimal point identifying a unique Software Version. Raintree shall not be obligated to provide Customer with Services for Software Versions which are not within the two previous released Software Versions.

7.   <u>Additional Excluded Services</u>. Any services not explicitly set forth in Section 4 of the Support Exhibit shall also be deemed a Service Exception and not included as a Service in this Support Exhibit, including, but not limited to:

      (a)   The creation of Custom Input Screens or the Modification/Customization of such screens,

      (b)   The creation of Custom scripts or the Modification/Customization of existing scripts,

      (c)   The creation of Custom Forms or the Modification/Customization of such forms,

      (d)   The creation of Custom Reports or the Modification/Customization of such reports,

      (e)   Data Transfers or Conversions,

      (f)   Software Implementation services,

      (g)   Software Training services,

      (h)   Custom Documentation services,

      (i)   Electronic Billing Installation services, and

      (j)   Electronic Remittance Installation services.