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## 1. Introduction

This Service Brief is governed by the terms and conditions of the Enterprise Services Agreement, or equivalent, between the parties (the “Agreement”). The terms and conditions of the Agreement are incorporated herein by reference and shall govern the performance of the parties’ duties under this Service Brief. In the event of a conflict between this Service Brief and the Agreement, the Agreement shall control. Capitalized terms used herein and not otherwise defined are as defined in the Agreement.

Services shall be provided in accordance with the descriptions set forth below. Services shall have an effective date equal to the date of the appropriate Master Quote Form and shall conclude upon Acceptance.

Any additional services not addressed in these descriptions are out-of-scope. If CUSTOMER or American Well identifies change(s) to the services described herein, both parties will review the change(s), and, if such changes are deemed to be material in nature, American Well will issue a Statement of Work outlining the changes and any resulting pricing implications. Additional services will be billed on (i) a time and material basis at a rate agreed to by both parties or (ii) a fixed fee basis. If the former, the additional services will be invoiced and payable on a monthly basis in respect of all services provided in the preceding month.

CUSTOMER will reimburse American Well for any reasonable travel and expense costs associated with these activities, unless otherwise set forth in the Agreement.

### 1.1. Definitions

- **Acceptance:** acceptance indicates that the delivery of all services outlined in the Service Brief has been completed by American Well, in accordance with the requirements that have been defined for the project. To document Acceptance and formally mark the statement of work as completed and closed, CUSTOMER and American Well will execute the Acceptance Gate Form. CUSTOMER will have a period of five (5) days from notification by American Well that the work has been completed, to perform an acceptance test (the “Acceptance Period”) to confirm that such functionality complies with the Statement of Work and/or approved requirements documentation. In the event that CUSTOMER does not accept or reject such functionality within the Acceptance Period, then Acceptance shall be assumed. Any additional services requested by CUSTOMER following Acceptance will be governed by a separate Statement of Work.
- **Platform:** CUSTOMER’s instance of the Amwell enterprise platform

## 2. Description of Services

American Well will deliver remote Professional Services to CUSTOMER in support of the creation of one (1) additional clinical portal, subject to the quantity of services listed in the Master Quote Form, for CUSTOMER's existing Clinical Module.

### 2.1. Clinical Portal Creation

#### 2.1.1. Technical Assessment and Readiness Phase

During the technical readiness phase, the CUSTOMER is responsible for ensuring American Well's standard minimum technical requirements for American Well Clinical Module are met and in place. American Well will provide documentation of the standard minimum technical requirements to the CUSTOMER's IT and networking teams. The CUSTOMER is responsible for ensuring their enterprise infrastructure can support the American Well Clinical Module platform.

#### 2.1.2. Application URLs

If applicable, American Well will provision the following URL(s) for the CUSTOMER's clinical portal(s). The URL(s) will provide secure access to the American Well Clinical Module platform for the defined workflow(s).

- Clinical Portal URL(s): <https://xxx.avizia.com> (XXX denotes CUSTOMER preferred text)

*\*Note: Unless specified otherwise upon mutual agreement between American Well and CUSTOMER, all URLs will include ".avizia.com".*

### 2.2. Project Management & Planning

American Well will assign a Project Manager, who will partner with CUSTOMER's Project Manager and designated project team for the duration of the Services. Key services that will be provided by the Project Manager include:

- Serving as the American Well liaison, engaging additional American Well resources in the appropriate fashion, as needed, throughout the course of the project
- Creation and ongoing management of a project work plan and key milestone dates
- Documentation of business and detailed requirements, including workflows, and other Platform configuration decisions made jointly between the two teams
- Management of scope, schedule, budget, risks, and issues
- Coordination and facilitation of weekly project team meetings and status updates, including dissemination of meeting agendas and minutes