

Amwell Service Brief

Setup & Implementation

1. Introduction

This Service Brief is between American Well Corporation (“**Amwell**”) and the entity (“**Customer**”) signing the Enterprise Service Agreement, or equivalent, between the parties (the “**Agreement**”) and the American Well Quotation for the services specified herein (the “**Quote**”). 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 later signature date of the Quote (the “**Service Brief Effective Date**”) and shall conclude upon System Acceptance (as defined and set forth in Section 3 below).

Any additional services not addressed in this Service Brief are out-of-scope and not included in these services. If Customer or Amwell identifies a change to the project scope or schedule, both parties will review the change, and, if such a change may result in additional efforts required to deliver any of the services detailed in this Service Brief, Amwell 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.

To the extent that Amwell resources are required to travel to perform services onsite, Customer agrees to reimburse Amwell for all reasonable travel expenses, subject to any travel and expense reimbursement terms set forth in the Agreement.

1.1. Definitions & Acronyms

- “**Platform**” means Customer’s instance of the Service (as defined in the Agreement)

2. Scope of Services

The scope of this Service Brief is defined to be the delivery of the services outlined below. The scope details, including the professional services required for Amwell to implement, setup and host the Amwell Platform for Customer, are described in this Service Brief.

2.1. Platform Installation

This Service Brief includes the following services related to Platform installation and launch:

- Amwell’s procurement and provisioning of dedicated hardware systems (e.g., servers, firewalls, load balancers) offered in a service (SaaS) model for the Platform
- Installation and build out of Customer’s Platform: tested and hosted
- Procurement and loading of all third-party licenses and technology
- For Home Modules only:
 - Certified e-prescribing capability, including medication history, and formulary, through Surescripts
 - PCI-compliant credit card processing interface via one of Amwell’s payment processing partners, TSYS or PayPal. If utilizing the Platform with Customer’s providers and for the collection of patient payments on the Platform, Customer shall be the merchant for the Platform, and will enter into any necessary merchant agreements directly with TSYS or PayPal, with assistance from Amwell

2.2. Platform Branding

Amwell will support Customer with the creation and initial branding of the Platform for the Program. Initial branding will include:

- Initial setup of service name and service logo
- Initial setup of service URL using Customer’s selected telehealth name
- For Home Modules only:
 - Default non-branded waiting room video
 - Customer name reflected in the standard system terms of use

Branding changes requested after the initial setup and go-live of the Platform are not covered by this Service Brief and may be scoped and priced in a statement of work.

2.3. Project Management Support

Amwell will assign an Implementation Manager (the “**IM**”) for the duration of the initial implementation set forth in this Service Brief. The IM will coordinate and lead all activities described in this section, in close partnership with the Amwell Account Director. Specific responsibilities of the IM include:

- Serving as the Amwell liaison, and engaging and coordinating additional Amwell resources, as needed, throughout the course of implementation, including: Product Management, Development, Technical Services, QA, Visual Design, and Hosting
- Partnering with Customer’s project or program manager on the creation and ongoing management of a detailed project work plan, including tasks, resource assignments, dependencies, and key milestone dates
- Coordination and facilitation of weekly project team meetings and status updates, including dissemination of meeting agendas and minutes
- Business analysis support and subject matter expertise to define end-user workflows and business requirements according to established best practices
- System analysis support to ensure platform configuration supports defined business requirements
- Documentation of business and detailed requirements, including custom workflows, and other configuration decisions made jointly between the two teams
- Overall project management support, including management of scope, schedule, budget, risks, and issues

The IM will remain engaged for a period of thirty (30) days following go-live of the Platform. Amwell will extend the IM's assignment (or, if applicable, re-engage a Implementation Manager) upon Customer's request for any additional services agreed upon by the parties and documented in a Statement of Work, which will be (i) billed on a time and materials basis at an hourly rate agreed to by both parties or (ii) on 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.

All travel expenses for Amwell core project team members (i.e., the IM, technical lead, integration consultant, marketing lead) providing services shall be paid for by Customer, subject to any travel and expense terms set forth in the Agreement. Travel for executive team members (e.g., executive sponsors, VP and above) are not billable to Customer.

3. System Integration Acceptance

Once the Platform has been set up and delivered to Customer by Amwell, Amwell and Customer project teams will perform a joint acceptance exercise ("**System Acceptance**") to confirm that the Platform is accessible and able to host a live telehealth visit between two parties.

Amwell will strive to have no known issues at the end of System Acceptance. However, non-critical exceptions may be noted for resolution later. The criteria for system acceptance ("**System Acceptance Criteria**") are as follows:

- Zero (0) Critical Issues ("**Critical Issues**" mean (i) the system crashes or does not perform, (ii) the system stops responding or data corruption occurs, (iii) functions are missing or crashing, or (iv) a critical bug makes the entire system or a specific part of the core workflow unusable, halting or dramatically slowing productivity)
- Zero (0) Blocking Issues ("**Blocking Issues**" mean issues that prevent functionality from being tested; Blocking Issues can also include critical issues that have a workaround)

Within five (5) business days of conclusion of System Acceptance, Customer will provide sign-off to formally document System Acceptance, via the Acceptance Gate Form. If the Platform fails to meet the System Acceptance Criteria, Customer shall deliver to Amwell a written notification describing the nonconformity in reasonable detail ("**Notice of Nonconformity**") within such five (5) business day period. Promptly after receiving a Notice of Nonconformity, Amwell shall undertake correction efforts and redeliver the revised Platform to Customer within a reasonable period of time. Upon completion of such corrections and Amwell's redelivery to Customer of the solution, a new acceptance period of five (5) business days shall commence and shall be conducted as described above. If, following that redelivery and retesting, Customer delivers another Notice of Nonconformity, Customer will have the option of (i) accepting the Platform as-is, or (ii) having Amwell repeat the correction, redelivery and retesting cycle. Notwithstanding the foregoing, the Platform is deemed to be accepted by Customer at the end of any acceptance testing period, if Amwell has not then received a Notice of Nonconformity or Acceptance Gate Form.