

## **SERVICE LEVEL AGREEMENT FOR VENDORS, CONTRACTORS, AND SUPPLIERS**

This Service Level Agreement (“Service Level Agreement”) is applicable and forms a part of the Agreement(s) under which Supplier provides Software or Cloud Services to Customer, unless the Parties have agreed in writing to use other terms and conditions. Capitalized terms used but not otherwise defined in this Service Level Agreement shall have the meanings provided in the Agreement.

- 1. DEFINITIONS. THE FOLLOWING DEFINITIONS SHALL APPLY FOR PURPOSES OF THIS SERVICE LEVEL AGREEMENT ONLY.**
  - 1.1 “Agreement” means the written agreement, or Purchase Order, Statement of Work, or the like which incorporates this Service Level Agreement.
  - 1.2 “Availability” means the percentage of time each month, exclusive of Scheduled Maintenance, that the Cloud Service is available to all Authorized Users on a continuous and Error-free basis, 24 hours a day, 7 days per week, 365 days per year.
  - 1.3 “Average Latency” means the actual average Latency per day as measured by Supplier from behind the Supplier’s firewall and reported monthly to Customer.
  - 1.4 “Error” means any disruption, malfunction or failure of the Cloud Services or Software.
  - 1.5 “Error Correction” means a permanent solution, fix, repair, patch, bypass or other correction provided by Supplier in order to correct an Error.
  - 1.6 “Latency” means the amount of time it takes for the Cloud Services to process and correctly display a requested page object to an Authorized User of the Cloud Services.
  - 1.7 “Major Release” means an Update that adds substantial additional functionality, features, and value to the Software or Cloud Services.
  - 1.8 “Minor Release” means all Updates to the Software or Cloud Services other than Major Releases, including those that support new releases of operating systems and devices.
  - 1.9 “Risant Health” means Risant Health, Inc., and its subsidiaries and successors.
  - 1.10 “Scheduled Maintenance” means no more than 4 hours per month between the hours of 12:00 AM to 5:00 AM Pacific Time during which the Cloud Services are not available, provided that Supplier has given Customer not less than 72 hours advance notice of the time period of such unavailability in writing.
  - 1.11 “Severity Level 1 Error” means an Error that renders the Cloud Services or Software inoperative or causes a complete failure of the Cloud Services or Software.
  - 1.12 “Severity Level 2 Error” means an Error that substantially degrades the performance of the Cloud Services or Software, or materially restricts Customer’s or any Authorized User’s use of the Cloud Services or Software (for example, if important features are unavailable with no acceptable Work Around).
  - 1.13 “Severity Level 3 Error” means an Error that causes only a non-material impact on Customer’s or any Authorized User’s use of the Cloud Services or Software.
  - 1.14 “Supplier” means a vendor, contractor or supplier providing Services under the Agreement.
  - 1.15 “Workaround” means a temporary solution, fix, repair, patch, bypass or other correction provided by Supplier in order to temporarily correct an Error until an Error Correction is provided.

2. **AVAILABILITY AND USER EXPERIENCE.** The following service levels apply to Cloud Services.

2.1 **Availability.**

2.1.1 **Service Level.** Supplier commits that the Cloud Services will be provided at a monthly Availability of 99.99% or greater.

2.1.2 **Credits.**

Availability Percentage	Percentage of Monthly Invoice Credit
100% - 99.99%	0%
99.98% - 99.6%	2%
99.5% - 99.3%	4%
99.2% - 99.0%	6%
98.9% - 90.0%	50%
Below 90%	100%

2.2 **User Experience - Latency**

2.2.1 **Service Level.** Navigation and query and display of results within the Service will occur with a daily Average Latency of 3 seconds or less 24 hours per day, 7 days per week, 365 days per year, excluding Scheduled Maintenance, unless specified otherwise in an applicable Statement of Work: Cloud Services.

2.2.2 **Credits.**

Average Latency	Percentage of Monthly Invoice Credit
Greater than 3 Seconds to 5 Seconds	5%
6 Seconds to 7 Seconds	10%
8 Seconds to 9 Seconds	50%
10 Seconds or more	100%

3. **SUPPORT.** The following service level applies to Software and Cloud Services.

3.1 **Service Level.** Supplier shall acknowledge all issues reported by Customer and correct any Error in the Cloud Services or Software reported by Customer or otherwise known to Supplier in accordance with the priority level reasonably assigned by Customer to such Error as follows:

Error	Response Time/Communications	Supplier Action to Resolve
Severity Level 1	<p>15-30 minutes -Verbal acknowledgment of receipt of Error report and identification of individual assigned to resolve Error.</p> <p>Supplier shall provide Customer with periodic reports (no less frequently than once every fifteen (15) minutes) on the status of the Error and Error Correction.</p>	<p>Immediately and continuously work (24 x 7 x 365) until Error Correction or Workaround achieved. Escalate if not corrected within 24 hours.</p> <p>If a Workaround is provided for a Severity 1 Error, Supplier will use continuous work efforts (24 x 7 x 365) to provide an Error Correction unless otherwise agreed by Customer in writing.</p>
Severity Level 2	<p>15-30 minutes -Verbal acknowledgment of receipt of Error report and identification of individual assigned to resolve Error.</p> <p>Supplier shall provide Customer with periodic reports (no less frequently than once every sixty (60) minutes) on the status of the Error and Error Correction.</p>	<p>Immediately and continuously work 24x7 until Error Correction or acceptable Workaround is achieved. Escalate if no Error Correction or acceptable Workaround provided within 24 hours.</p> <p>If acceptable Workaround provided, continue work during business hours to provide Error Correction unless otherwise agreed by Customer in writing.</p>
Severity Level 3	<p>24 hours -Verbal acknowledgment of receipt of Error report and identification of individual assigned to resolve Error.</p> <p>Supplier shall provide Customer with periodic reports (no less frequently than once each day) on the status of the Error and Error Correction.</p>	<p>Error Correction or Workaround provided within 1 week.</p> <p>Error Correction provided in next release of Application if Workaround initially provided to address problem.</p>

### 3.2 Credits.

Resolution Time Failures	Percentage of Monthly Invoice Credit
Severity Level 1 Errors	15%
Severity Level 2 Errors	10%
Severity Level 3 Errors	5%

3.3 **Supported Versions.** Supplier will provide Support for the then current Major Release of the Software and the two prior Major Releases, or for two (2) years after Supplier discontinues licensing/distributing a Major Release, whichever is longer. Supplier will provide the same level of support and Error correction services for all supported versions of the Software or Cloud Services.

3.4 **Updates and Error Correction.** Supplier will notify Customer of all Errors in the Software, Cloud Services or Documentation of which Supplier becomes aware and will provide available information bulletins and access to any Internet data files or information relating to such Errors. Support includes provision of all available Updates to the Software or Cloud Services at no additional charge to Customer.

3.5 **Technical Support Contacts.** Customer may designate support contacts (which may include Customer contractors) who may communicate with Supplier's support organization regarding

support issues. Customer may change its support contacts from time to time upon notice to Supplier. Supplier will provide Customer's support contacts with any user IDs, passwords, access procedures, and other such information to enable the support contacts to access Supplier's telephone and electronic support systems.

- 3.6 **Web-based Support.** Supplier will provide Customer with access to any on-line support information and tools it makes available to other supported customers. This will include access to any available Supplier knowledge database, on-line technical library or on-line Documentation.
- 3.7 **Telephone and Web Support Services.** Supplier will provide telephone and email technical support services during the hours of 6:00 AM. U.S. Eastern time to 8:00 PM. U.S. Pacific time, Monday through Friday and will provide telephone assistance on a 24 hour per day/7 day per week basis for Severity level 1 Errors. Supplier will provide Customer a toll-free number to Supplier's technical support center. Supplier will, upon request of Customer, provide support contacts for escalation of support issues.
- 3.8 **Support Exclusions.** Supplier will have no obligation to provide support with respect to: (i) Software used on any computer system running other than the specified operating system software listed in the applicable Agreement or in the Documentation; and (ii) Errors resulting from any unauthorized modification of the Software made by Customer provided that such Errors do not occur in the unmodified Software.

#### **4. GENERAL**

- 4.1 **Credits.** In the event the Supplier fails to adhere to any of the above service levels, Customer will be credited with an amount equal to the indicated percentage(s) of the monthly amount of Fees indicated above on the next invoice for Fees submitted by Supplier. If no further invoices are due under an applicable Agreement, the full amount of any credit(s) due shall be paid to the Customer within thirty (30) days after the month in which the applicable non-adherence occurred. For continuing Errors Customer shall receive credit for each month in which Supplier fails to provide an acceptable Workaround or Error Correction.
- 4.2 **Reporting.** No later than ten (10) business days after the end of a calendar month, Supplier shall provide a monthly report to Customer showing the status of Supplier's adherence to the above service levels and setting forth the credits, if any, due to Customer. Notwithstanding anything to the contrary in the Agreement, any credits issued under this Service Level Agreement are cumulative and shall be in addition to any other rights or remedies Customer may have under the Agreement or at law or in equity.
- 4.3 **Repeated Service Level Failure.** If Supplier fails to adhere to any service level in any two (2) consecutive calendar months, Customer may terminate the applicable Agreement, regardless of any term remaining, without liability for penalties or damages associated with such termination, and upon thirty (30) days prior written notice. In such event Supplier shall refund any prepaid Fees for periods after termination.

#### **5. RISANT HEALTH**

- 5.1 Suppliers offering products and/or services to Risant Health, Inc. must adhere to this Service Level Agreement. However, Suppliers offering products and/or services to Risant Health's subsidiaries must adhere to the policies and/or requirements of the specific Risant Health subsidiary purchasing those products and/or services.