

EMS LINQ Production Support and Service Level Availability Policy (SLA)

EMS LINQ's Software as a Service ("Service") applies common, consistent management practices for all customers using the Service. This common operating model allows EMS LINQ to provide the high Level of service reflected in our business agreements. This document communicates EMS LINQ's Production Support and Service Level Availability Policy ("SLA") with its customers. Capitalized terms, unless otherwise defined herein, shall have the same meaning as in the EMS LINQ Master Subscription Agreement.

1. Technical Assistance Terms:

EMS LINQ will provide Customer with 24x7x365 technical assistance in accordance with this SLA.

2. Service Availability:

EMS LINQ's Service Availability commitment for a given calendar month is 99.5%. Service Availability is calculated per month as follows:

$$\text{((Total – Unscheduled Outage)/Total) x 100} \geq 99.5\%$$

Where: **Total** is the total minutes in the month *less* the total minutes of Scheduled Maintenance in the month

Unscheduled Outage is total minutes unavailable in the month other than outages for Scheduled Maintenance

Scheduled Maintenance is total minutes of planned or scheduled maintenance in the month.

Currently, Scheduled Maintenance is two (2) hours per week for weekly maintenance, plus four (4) hours per month for monthly maintenance, plus four (4) hours per quarter for quarterly maintenance. EMS LINQ's current weekly maintenance begins at 1:00 am (Eastern) on Saturday; monthly maintenance begins at 6:00 am (Eastern) on Saturday; and quarterly maintenance begins at 8:00 am (Eastern) on Saturday. All times are subject to change upon thirty (30) days' notice provided on the EMS LINQ Support webpage and any such change shall not lengthen the duration of the associated maintenance window.

If actual maintenance exceeds the time allotted for Scheduled Maintenance it is considered an Unscheduled Outage. If actual maintenance is less than time allotted for Scheduled Maintenance, that time is not applied as a credit to offset any Unscheduled Outage time for the month.

The measurement point for Service Availability is the availability of the EMS LINQ production tenants at the EMS LINQ production data center's Internet connection points. Customer may request an availability report not more than once per month.

3. EMS LINQ Feature Release and Service Update Process:

Periodically, EMS LINQ introduces new features in the Service with enhanced functionality across the Service applications. Features and functionality will be made available as part of a major feature release ("Feature Release") or as part of periodic service updates ("Service Updates"). Feature Releases will take place approximately twice per year. The frequency of Feature Release availability may be increased or decreased by EMS LINQ at EMS LINQ's discretion. Specific information and timelines for Feature Releases and Service Updates can be found on the EMS LINQ Support webpage. Feature Releases will be performed during a weekend within any Scheduled Maintenance window.

4. Support Request Submittal and Reporting:

Customer shall designate in writing the named Customer contacts to request and receive support services from EMS LINQ ("Named Support Contacts"). Named Support Contacts must be trained on the EMS LINQ product(s) for which they initiate Support Requests. Customer's Named Support Contacts may submit a request (each, a "Support Request") for support services by system, email or telephone and include the Security Level designation, description of the reported Error and the time Customer first observed the Error.

Each Support Request will be assigned a unique Support Request number. EMS LINQ will respond to each Support Request in accordance with this SLA and will work diligently toward Resolution of the issue taking into consideration its severity and impact on the Customer's business operations. Actual Resolution time will depend on the nature of the Support Request and the Resolution itself. A Resolution may consist of a fix, workaround, delivery of information or other reasonable solution to the issue.

5. Severity Level Determination:

Customer shall reasonably self-diagnose each support issue and recommend to EMS LINQ an appropriate Severity Level designation. EMS LINQ shall validate Customer's Severity Level designation, or notify Customer of a proposed change in the Severity Level designation to a higher or lower Level with justification for the proposal. In the event of a conflict regarding the appropriate Severity Level designation, each party shall promptly escalate such conflict to its management team for resolution through consultation between the parties' management, during which time the parties shall continue to handle the support issue in accordance with the EMS LINQ Severity Level designation. In the rare case a conflict requires a management discussion, both parties shall be available within one hour after the escalation.

6. Support Issue Production Severity Levels - Response and Escalation:

Response and Resolution times will be measured from the time EMS LINQ receives a Support Request until the respective times EMS LINQ has (a) responded to that Support Request, in the case of response time and (b) Resolved that Support Request, in the case of Resolution time. **"Resolve", "Resolved", "Resolution"** and correlative capitalized terms mean, with respect to any particular Support Request, that EMS LINQ has corrected the Error that prompted that Support Request and that Customer has confirmed such correction and its acceptance of it. **"Error"** means any reproducible failure of the Service to operate in all material respects in accordance with the Documentation and, to the extent consistent with and not limiting of the Documentation, including any problem, failure or Error referred to in the table below.

EMS LINQ shall respond to and Resolve all Support Requests within the following times:

Severity Level of Error	Definition	Required Service Level Response and Response Time	Required Service Level Resolution Time
1	<p>Business Critical Failures: An Error that:</p> <ul style="list-style-type: none"> (a) materially affects the operations of the Customer's business or marketability of its service or product; (b) prevents necessary work from being done; or (c) disables or materially impairs (i) any major function of the Service or (ii) Customer's use of any major function of the Service. 	<p>EMS LINQ shall acknowledge receipt of a Support Request within 60 minutes. EMS LINQ shall work on the problem continuously and:</p> <ul style="list-style-type: none"> (a) restore the Service to a state that allows the Customer to continue to use all functions of the Service in all material respects within 24 hours after the Level 1 Response time has elapsed; and (b) exercise best efforts to Resolve the Error until full restoration of function is provided. 	<p>EMS LINQ shall Resolve the Support Request as soon as practicable and no later than 24 hours after EMS LINQ's receipt of the Support Request. If the EMS LINQ Resolves the Support Request by way of a work-around accepted by Customer, the severity Level assessment will be reduced to a Severity Level of Error 2.</p>

2	<p>System Defect with Work-around:</p> <p>(a) a Severity Level 1 Error for which Customer has received, within the Resolution time for Severity Level 1 Errors, a work-around that Customer has accepted; or</p> <p>(b) an Error, other than a Severity Level 1 Error, that affects operations of the Customer's business or marketability of its service or product.</p>	<p>EMS LINQ shall acknowledge receipt of a Support Request or, where applicable, Customer's acceptance of a Severity Level 1 Error work-around, within 24 hours.</p> <p>EMS LINQ shall, within 2 Business Days after the Level 1 Response time has elapsed, provide:</p> <p>(a) an emergency Service fix or work-around; or</p> <p>(b) temporary Service release or update release, that allows the Customer to continue to use all functions of the Service in all material respects.</p>	<p>EMS LINQ shall Resolve the Support Request as soon as practicable and no later than 2 Business Days after EMS LINQ's receipt of the Support Request or, where applicable, Customer's written acceptance of a Severity Level 1 Error work-around.</p>
3	<p>Minor Error:</p> <p>An isolated or minor Error in the Service that meets each of the following requirements:</p> <p>(a) does not significantly affect Service functionality;</p> <p>(b) can or does impair or disable only certain non-essential Service functions;</p> <p>(c) does not materially affect Customer's use of the Service; and</p> <p>(d) has an insignificant effect on the operations of Customer's business or marketability of its service or product.</p>	<p>EMS LINQ shall acknowledge receipt of the Support Request within 24 hours.</p>	<p>EMS LINQ shall Resolve the Support Request as soon as practicable and no later than 3 Business Days after EMS LINQ's receipt of the Support Request.</p>

In the event of a Severity Level 1 or 2 Error, if Customer is not satisfied with the progress of the Support Request, Customer may escalate the Support Request to EMS LINQ support management using the escalation process defined for Named Support Contacts. Upon escalation, EMS LINQ support senior management is notified and a EMS LINQ escalation manager is assigned to work with Customer until the escalation is resolved.

7. EMS LINQ SLA Service Credit

In the event of a failure by EMS LINQ to meet the Service Availability minimums as set forth in the SLA, as Customer's sole and exclusive remedy, at Customer's request, EMS LINQ shall provide service credits in accordance with the following:

- a. First month of missed availability minimum: The parties shall meet to discuss possible corrective actions
- b. Second consecutive month: 10% of the Subscription Fee paid for the applicable month for the affected Service application
- c. Third consecutive month: 20% of the Subscription Fee paid for the applicable month for the affected Service application

- d. Fourth consecutive month: 30% of the Subscription Fee paid for the applicable month for the affected Service application
- e. Fifth consecutive month: 40% of the Subscription Fee paid for the applicable month for the affected Service application
- f. Sixth consecutive month: 50% of the Subscription Fee paid for the applicable month for the affected Service application
- g. If more than one of the above (a through f) is triggered, Customer will be eligible for the greater amount for the applicable month only. Credits shall be deducted from subsequent invoices for Subscription Fees or other fees or, upon expiration or termination of the Agreement, paid to Customer directly.

8. EMS LINQ Support Scope:

EMS LINQ will support functionality that is delivered by EMS LINQ as part of the Service. For all other functionality, and/or issues or Errors in the EMS LINQ Service caused by issues, errors and/or changes in Customer's information systems and/or third party products or services, EMS LINQ may assist Customer and its third party in diagnosing and resolving issues or errors but Customer acknowledges that these matters are outside of EMS LINQ's support obligations. Service Level failures attributable to (i) Customer's acts or omissions; and (ii) Force Majeure events shall be excused.