

SERVICE LEVEL AGREEMENT

System Availability

AUH warrants the Service will be generally available 100% of the time, except as provided below. General availability will be calculated per calendar month, as follows:

$$\left[\left(\frac{\text{total} - \text{nonexcluded} - \text{excluded}}{\text{total} - \text{excluded}} \right) * 100 \right] = 100\%$$

Where:

- *total* means the total number of minutes for the month
- *nonexcluded* means downtime that is not *excluded*
- *excluded* means the following:
 - Any planned downtime for which AUH gives advance written (email) notice. AUH will use reasonable commercial efforts to schedule all planned downtime during the hours from 10:00 PM EST, through 6:00 AM EST, or on weekends.
 - Any period of unavailability lasting less than 4 minutes;
 - Any failure by Licensed End User to have its local equipment or Internet Service Provider (ISP) meet minimum specifications (iOS 10 or higher), or which failure cannot be replicated outside of Licensed End User’s environment; and
 - Any unavailability caused by circumstances beyond AUH’s reasonable control, including without limitation, acts of God, acts of government, flood, fire, earthquakes, civil unrest, acts of terror, strikes or other labor problems (other than those involving AUH employees), iPad, ISP or hosting facility failures or delays involving hardware, software or power systems not within AUH’ possession or reasonable control, and network intrusions or denial of service attacks.

For any partial calendar month during which the Licensed End User subscribes to the Service, general availability will be calculated based on the entire calendar month, not just the portion for which Licensed End User subscribed. In addition, unavailability of some specific features or functions within the Service, while others remain available, will not constitute unavailability of the Service, so long as the unavailable features or functions are not, in the aggregate, material to the Service as a whole.

Penalties: In the event AUH services are not generally available 100% of the time, Licensed End User will be eligible to receive a Service Credit equal to one day of fees (i.e. 1/20th of the minimum as provided in the contract). Any such credit shall be applied to the next invoice (or refunded if there are no forthcoming invoices). Service credits are capped at the total monthly minimum of the service.

The penalties specified in this "Penalties" section shall be the sole remedies available to Customer for breach of this SLA Addendum.

Reporting and Claims: To file a claim under this SLA Addendum, Customer must send an email to SLA@assessURhealth.com with the following details:

- Billing information, including company name, billing address, billing contact and billing contact phone number
- Downtime information with dates and time periods for each instance of downtime during the relevant period
- An explanation of the claim made under this SLA Addendum, including any relevant calculations.

Claims may only be made on a calendar month basis and must be submitted within 10 days after the end of the relevant month, except for periods at the end of a subscription agreement that do not coincide with a calendar month, in which case claimant must make any claim within 10 days after the end of its subscription agreement.

All claims will be verified against AUH's system records. Should any periods of submitted downtime be disputed, AUH will provide a record of Service availability for the period in question. AUH will only provide records of system availability in response to good faith claims.

General: Any obligations of AUH under this SLA Addendum shall become null and void upon any breach by Licensed End User and/or Distributor of its Agreement, including any failure by Licensed End User and/or Distributor to meet payment obligations to AUH.

General Client Support is available between the hours of 8:00 AM and 5:00 PM EST Monday through Friday, except for general holidays, which include New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving and the Friday after, and Christmas Day. In the event that a Holiday falls on a Saturday, the preceding Friday will be recognized as the Holiday, and in the event it falls on a Sunday, then the subsequent Monday will be recognized as the Holiday.

General Support SLA is as follows:

Level	Description	First Response Time
Level 2 - System Down	Either a total system failure or a partial system failure such that a licensed end user is unable to log in to the product through approved equipment and a working ISP connection	15 minutes
High Priority	Significantly impacts users ability to perform their job, little or no reasonable workaround	6 hours
Medium Priority – Level 1	Impacts users ability to perform their job; workaround available iPad not working (upgrade needed), ISP not connecting, App deleted	If Direct, one business day Silver, Gold and Platinum Distributors to provide this level of service (if applicable)

First Response Time is the first time that AUH is notified either by phone call to the Support Line (202.449.9646) or an email is received to Support@assessURhealth.com. Although every attempt to resolve the issue will be made on the initial call, there may be more information that needs to be gathered and analysis that is required. There is no guarantee that the issue will be resolved in that timeframe, or at all, but that reasonable commercial efforts will be expended until the issue is resolved to the client's reasonable satisfaction. Please see General Terms and Conditions for any specific product warranties.

Emergency Client Support is available after hours 24/7/365 for **System Down** issues only. Emergency Client Support issues should only be reported via the Support Line (202.449.9646). Every reasonable effort will be made to respond within 15 minutes, and resolve the issues as soon as reasonably possible thereafter.