Software Service Level Agreement(SLA)

A.   General.

This Section set forth the Service Level Commitments at which PracticeSuite shall perform the Services it provides to its End-Users. Unless otherwise specified, each Service Level Commitment shall be measured on a quarterly basis.

B.   Definitions

Capitalized terms used and not defined in this Section have the meanings given in the Agreement. The following terms have the following meanings:

"Down" means the PracticeSuite Host System and/or PracticeSuite Software is (i) not operational, (ii) not able to accept an End User logon. (iii) not able to perform results reporting or order entry and no viable workaround exist. A determination that the system is Down includes Downtime associated with PracticeSuite's internet backbone provider, but excludes Downtime associated with End-Users's and/or a User's ISP connectivity.

"Downtime" means the elapsed time starting when End-Users notifies PracticeSuite and PracticeSuite confirms that the PracticeSuite Host System and/or PracticeSuite Software is Down and ending when End-Users is notified by PracticeSuite that the PracticeSuite Host System and PracticeSuite Software is operational, able to accept an End User logon.

"Response Time" means the elapsed time for a User activity when using the Host System on an internal PracticeSuite network. The Response Time measurement shall start when the User completes a PracticeSuite Services activity as follows: (a) enters the last character in a field on a form and presses either the enter, return, tab, or similar end of activity action on the keyboard; or (b) clicks on a confirmation to proceed indicator such as an OK, sign, confirm, done, or next dialogue box or icon. The Response Time measurement shall end when: (1) the PracticeSuite System is ready to accept the User's next action such as the input of data; or (2) the data requested by the User is displayed.

"Scheduled Downtime" means the period of time during which PracticeSuite has scheduled maintenance activities regarding the PracticeSuite Software or PracticeSuite Host System hardware installation or maintenance per the maintenance schedule provided in Section C.1.a.

"Unscheduled Downtime" means the elapsed time starting when End-Users notifies PracticeSuite or PracticeSuite discovers that the PracticeSuite Host System or PracticeSuite Software is down and ends when End-Users are notified by PracticeSuite that Systems are operational.

C.   Service Level Commitments

1.   <u>System Availability</u> - PracticeSuite warrants the following Service Level Commitments with respect to Host System Availability:

a. Scheduled Downtime shall occur only between the hours of 11:00 PM Saturday to 2:00 AM Sunday (Pacific Time). PracticeSuite will provide no less than 2 days prior written notice to End-Users of any Scheduled Downtime to occur outside those hours.

   To ensure maximum, such notifications shall be displayed on the login screen of the PracticeSuite Application.

b. The Host System shall be available, fully functioning and meeting the Service Level Commitments at a level of 99% ("System Availability Percent") calculated using the following formula:

$$\text{Availability} = 1 - \frac{\text{Total hours of Unscheduled Downtime}}{\text{Total hours of scheduled availability in month}}$$

The total hours scheduled for System Availability in a given month excludes Downtime incidents caused by factors beyond PracticeSuite's control, scheduled periods selected by End-Users, and/or Downtime incidents related to End-Users or a User's ISP connectivity or System.

2. Response Time Measurements

a. *PracticeSuite System Response Times*. PracticeSuite warrants the following Service Level Commitments with respect to Response Time performance of the PracticeSuite Host System and/or PracticeSuite Software (Response Time benchmarks are measured exclusive of external Internet transmission delays. The measurement should be performed using a locally attached "thin" client [personal computer] communicating to the application server). The "thin" client configuration used for performance measurements is defined as follows:

Description	Preferred
Personal Computer	IBM Compatible
Processor	Pentium Dual Core Technology (2.80GHz, 800FSB)
Memory	1 GB
Hard Disk	40 GB or more
Monitor and Video Card	1920 x 1200(85Hz)
Operating System	Windows/MAC
Internet Connection	Local Ethernet
Web Browser	Internet Explorer, Safari, Chrome and Firefox.

The PracticeSuite Host System performance requirements are defined as follows:

Application/Functional Area	Applicable Function to be Measured	Commitment (each Navigational or workflow step)
Display Report & Results	Viewing results when switching from one report to the next	4 seconds or less for at least 95% of occurrences
Test Results Print Report Preview	Viewing printable version of test results report	4 seconds or less for at least 95% of occurrences
Submit Order	After Submit button is clicked and requisition is displayed. No ABN required	15 seconds or less for at least 95% of transactions

Report Available	From the time the HL7 result message is accepted by the Interface Engine till the time the report is available in PracticeSuite system	Under 10 minutes
Login	Login button to the start of main user desktop page upload	15 seconds or less for at least 95% of transactions

b. **PracticeSuite Problem Management, Escalation and Resolution.**

PracticeSuite shall report to End-Users within the time frames set forth below all network, system, database or any other related failure or response issues with respect to the PracticeSuite Host System or Services provided by PracticeSuite.

At the initial report of a problem, PracticeSuite shall determine the Severity Level of the problem according to the severity description in the following table. The Severity Level may be reassessed and changed as mutually agreed upon by the End-Users and PracticeSuite.

In addition, PracticeSuite shall provide support to End-Users for all problems reported by End-Users with respect to the PracticeSuite Host System or Services according to the following table:

Severity-1 Problem (Highest)	Severity-2 Problem	Severity-3 Problem
Description Loss of service, or serious impairment of service, which cannot be circumvented. Examples of this type of problem are: • Web server not accepting connections due to functionality or performance issues • Persistent inability to access clinical information due to functionality or performance issues • Critical product feature does not work (identifiable part of functionality, such as tests cannot be ordered, requisitions and bar codes cannot be printed), no workaround exists or workarounds are impractical • User data is corrupted • Reproducible, unavoidable crash or deadlock • Legally incorrect text or graphics	**Description** A problem exists which can be circumvented or does not affect normal operations. Examples of this type of problem are: • Non-critical product feature does not work (identifiable part of functionality), no workaround exists or workarounds are impractical • Part of a product feature is affected, a viable workaround exists • Performance is less than optimum • Highly visible usability problem that doesn't affect functionality	**Description** Failure of a system which does not have any effect on normal operations.
Incident Reporting Hotline: 1-510-284-2424 E-mail: support@practicesuite.com	**Incident Reporting** Hotline: 1-510-284-2424 E-mail: support@practicesuite.com	**Incident Reporting** Hotline: 1-510-284-2424 E-mail: support@practicesuite.com
PracticeSuite Incident Response Time* During the regular business hours of 8:00 AM (Eastern Time) and 7:00 PM (Eastern Time), Monday through Friday, there will be a one (1) hour maximum to	**PracticeSuite Incident Response Time*** During the regular business hours of 8:00 AM (Eastern Time) and 7:00 PM (Eastern Time), Monday through Friday, there will be a four (4) hours maximum to acknowledge	**PracticeSuite Incident Response Time*** During the regular business hours of 8:00 AM (Eastern Time) and 7:00 PM (Eastern Time), Monday through Friday, there will be a eight (8) hours maximum

acknowledge the problem and notify the customer's primary contact. During the hours of 7:01 PM (Eastern Time) and 7:59 AM (Eastern Time), Monday through Friday and on Weekends, there will be a four (4) hour maximum to acknowledge the problem and notify the end-user's primary contact. If problem is unresolved in 4 hours, escalate to level 1.	the problem and notify the customer's primary contact. During the hours of 7:01 PM (Eastern Time) and 7:59 AM (Eastern Time), Monday through Friday and on Weekends, there will be a eight (8) hours maximum to acknowledge the problem and notify the end-user's primary contact If problem is unresolved in 24 hours, escalate to level 1.	to acknowledge the problem and notify the customer's primary contact. During the hours of 7:01 PM (Eastern Time) and 7:59 AM (Eastern Time), Monday through Friday and on Weekends, there will be a twenty four (24) hours maximum to acknowledge the problem and notify the end-user's primary contact If problem is unresolved in 5 business days, escalate to level 1.
Escalation Level 1	**Escalation Level 1**	**Escalation Level 1**
PracticeSuite response time: Within 12 hours from initial notification **Contact:** Director of Customer Services If problem unresolved at this level, escalate to Level 2 (below).	**PracticeSuite response time:** Within 5 business days from initial notification **Contact:** Director of Customer Services If problem unresolved at this level, escalate to Level 2 (below).	**PracticeSuite response time:** Within 10 business days from initial notification **Contact:** Director of Customer Services If problem unresolved at this level, escalate to Level 2 (below).
Escalation Level 2	**Escalation Level 2**	**Escalation Level 2**
PracticeSuite response time: Within 24 hours from initial notification **Contact:** CTO	**PracticeSuite response time:** Within 10 business days from initial notification **Contact:** CTO	**PracticeSuite response time:** Within 20 business days from initial notification **Contact:** CTO

Response Time is measured from the moment an alert is received by PracticeSuite's technical support

c. Events Beyond Control of PracticeSuite

All Performance Standards do not include periods of service outage's resulting in whole or in part from one or more the following causes:
   a. Any act or omission on the part of the Customer, any third party contractor or vendor, or any other entity over which the Customer exercises control or has the right to exercise control.
   b. The ENDUSER's applications, equipment, or facilities.
   c. PRACTICESUITE off-hour scheduled maintenance or the ENDUSER's scheduled maintenance.
   d. Any event or occurrence that results in "No Trouble Found" resolution to Trouble Tickets.
   e. Force Majeure event beyond the reasonable control of PRACTICESUITE including, but not limited to, acts of God, natural disasters, cable cuts, government acts and regulation, and national emergency.
   f. Interruptions associated with any act or omission on the part of the ENDUSER or a third party, including, but not limited to, internet providers, or power outage an interruption where the ENDUSER elects not to release the service for testing and repair and continues to use it on an impaired basis

3. Software GAP: In the event, during the implementation process if a reasonable requirement(s) is/are uncovered that is currently not available in "Product", PRACTICESUITE hereby agrees to make reasonable and business like effort to provide the functionality in a reasonable time. Further, PRACTICESUITE agrees that a reasonable time shall between 1 week to 90 days depending upon the severity and impact of the gap

on the functioning of the End-User. PRACTICESUITE AND ENDUSER agree that such gap shall be generic in nature and would be considered beneficial to other PRACTICSUITE clients. For any ENDUSER's business specific gap, PRACTICESUITE AND ENDUSER will agree on a custom pricing that is mutually acceptable to both parties.