



# **Digital Experience Engine Product Service Level Agreement (SLA)**

*V1.1 – September 2024*

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## Contacting WebMD Ignite Support

During the Subscription Term of an Order Form, Customers may contact WebMD Ignite Support to submit new support tickets or request updates on existing tickets. Details pertaining to Product and Marketing Engagement support and services can be found in the [WebMD Ignite Platform Support and Marketing Engagement Guide](#) available on the [Help Center](#).

## Standard Updates and Enhancements to the Services

At intervals that WebMD Ignite may reasonably select, access to standard updates and enhancements to the Services will be provided to Customer at no additional cost, provided that there are no past due Subscription Fees; any professional services related to installation of updates and/or enhancements, training, interfaces, or other services in connection therewith will be provided to Customer via a separate SOW on a time & materials basis at a rate of \$225 per hour.

## Hosting Services

**Summary Description.** For any subscription based purchases identified in an Work Order, the Services shall at all times during the term of the Work Order be hosted at WebMD Ignite's host server computers, which are located in one of several co-location data centers (the "Data Centers"). The Data Centers are SOC 2 compliant, with physical and environmental controls adhering to the highest standards for data center management. Backups of the environment(s) are performed nightly, weekly, and monthly, with off-site retention of the weekly backups maintained in a controlled facility.

- Highest priority in the event of hosting failure
- Hosting issues resolved 24/7
- Daily, weekly, and monthly backups
- Auto-renewing SSLs are included for all applications
- Global CDN is included for application

## Service Availability

Service availability is defined in terms of high availability (resilience to foreseeable disruption through redundancy).

### High Availability

WebMD Ignite shall use commercially reasonable efforts to ensure a Service Uptime in accordance with the Service Uptime Benchmark, in any given calendar month of the Subscription Term, excluding the periods listed below in [Service Uptime Exclusions](#). If the Service Uptime Percentage is not achieved in a given calendar month, the Customer will be eligible to receive Service Credits. The circumstance must be within the control of WebMD Ignite. Outages, access problems or limitations on bandwidth due to hardware, power, internet, or operating systems located at Customer's site(s) are not included in any up time calculations.



## Service Credits

The Service Uptime Benchmark is measured on a monthly basis. If WebMD Ignite fails to meet or exceed the Uptime Benchmark in any calendar month for circumstances within WebMD Ignite's control, Customer shall notify WebMD Ignite and Customer shall be entitled to a credit of 2.5% of the total monthly subscription fee for the affected month. This SLA states Customer's sole and exclusive remedy for any failure by WebMD Ignite to meet the Service Uptime Percentage. Outages, access problems or limitations on bandwidth due to hardware, power, internet, or operating systems located at Customer's site(s) are not included in any uptime calculations.

In order to receive a Service Credit, Customer must claim the Service Credit by contacting Support via the Support Portal on the Help Center, within thirty (30) days after the end of the month for which the Service Credit is claimed. Failure to claim the Service Credit in accordance with the preceding sentence will constitute a waiver of all of the Customer's rights and remedies with respect to that failure of the Service Uptime Percentage. Service Credits may not be credited toward any other product or service, or exchanged for, or converted to, any other form of compensation or credit and shall only be applied to the invoice immediately following the Service Credit period. If such Service Credit is provided at the end of the Agreement term, Service Credit will be provided in the form of a refund of paid fees. Service Credits may not be used as, exchanged for, or converted to, monetary amounts. The provisions of this paragraph constitute Customer's sole and exclusive remedy, and WebMD Ignite's sole and exclusive liability, with respect to failures of Monthly Uptime Percentage.

<b>Service Uptime Benchmark</b>	99.5%* *Subject to the Uptime Exclusions.
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WebMD Ignite reserves the right to, in its sole discretion, scale up and scale down all SaaS infrastructures, both horizontally and vertically, to efficiently support the deployment of licensed WebMD Ignite Services, software, applications and licensed entitlements.

## Service Uptime Exclusions

WebMD Ignite shall use commercially reasonable efforts to ensure Service Uptime is maintained in accordance with the Service Uptime Benchmark in any given month during the Subscription Term for the applicable SaaS Application, excluding the following periods of unavailability ("Uptime Exclusions") caused by:

- (i) scheduled or emergency maintenance performed by either WebMD Ignite or the Customer; OR
- (ii) or resulting from termination as described in an Agreement between WebMD Ignite and Customer; OR
- (iii) or resulting from suspension due to overdue payments; OR
- (iv) factors outside of WebMD Ignite's reasonable control, including any Force Majeure event as described in an Agreement; OR
- (v) that result from any actions or inactions of the Customer or any third party on behalf of the Customer; OR

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- (vi) or resulting from Customer's equipment, software or other technology and/or third-party equipment, software or other technology, contracted by the Customer; OR
- (vii) Customer's use of the Service in a manner inconsistent with the applicable Product Documentation, Agreement, and/or any other guidance from WebMD Ignite; OR
- (viii) the Customer's use of the Service after WebMD Ignite advised the Customer to modify its use of the Service; OR
- (ix) or attributable to acts by persons gaining unauthorized access to or use of the Service due to Customer's failure to maintain and control security and access to the Service; OR
- (x) or attributable to the acts or omissions of the Customer or its employees, agents, contractors, or vendors, or anyone gaining access to the Service and/or the Support and Updates services by means of Customer's credentials or equipment; OR
- (xi) or resulting from, WebMD Ignite services hosted by 3rd party vendors

### **Disaster Recovery**

WebMD Ignite shall maintain a disaster recovery plan (DRP) that is consistent with industry best standards. The DRP is designed to ensure identified critical capabilities are restored promptly in the event of a declared disaster or major system outage.

### **WebMD Ignite Scheduled Maintenance**

From time to time, WebMD Ignite may perform maintenance on the SaaS Services. These maintenance tasks update the Service to enable new capabilities and fix certain defects. In the event of Scheduled Maintenance:

- WebMD Ignite will use commercially reasonable efforts to notify Users up to 2 days but at least 8 hours of advance notice. WebMD Ignite will use commercially reasonable efforts to schedule maintenance during off business hours
- WebMD Ignite will notify Customer's technical contacts as appropriate via email or service info ticket (provided their contact information has been provided to WebMD Ignite's Support team by Customer).

