



COD9 and COD10 Service Level Agreement

V1.0

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1. CUSTOMER SUPPORT. WebMD Ignite shall provide Customer Support as further described herein. Customer Support entitles Customer to assistance with the Services via email, telephone (205/982-5830) and/or other automated processes and are available Monday through Friday, 7:00 a.m. to 7:00 p.m. CST, excluding holidays (New Year's Day, Martin Luther King Day, Presidents' Day, Memorial Day, 4th of July, Labor Day, Columbus Day, Veterans Day, Thanksgiving Day, Day after Thanksgiving, Christmas Day) ("Live Support Hours"). Except as otherwise provided in this Section 1 or Section 2, assistance requested outside of Live Support Hours will be handled the next business day. WebMD Ignite will provide responses to specific questions on a best effort basis only and may not provide resolution to every request for Customer Support. All other services, including but not limited to, onsite assistance, custom programming, database and network administration, and custom designed reports and forms, may be furnished by WebMD Ignite subject to staff availability, and at WebMD Ignite's then current rates and costs. Customer Support does not include or apply to any Services not described in an Order to the Terms of Service.

a. Customer Support Features.

- Free Error and bug corrections for the Services
- Access to enhancements/upgrades to the Services (professional services required to implement upgrades are separately billable)
- Support hours for all support levels from 7:00 a.m. to 7:00 p.m. (CST) Monday - Friday, excluding holidays
- 24-hour reporting mechanism
- Access to online Customer Support and User Web Based Training

b. Exclusions from Customer Support. Except as otherwise provided, Customer Support does not include any of the following, each of which may be obtained through additional Professional Services:

- Resolution of Customer network, workstation or environmental errors not directly related to the Services; and
- Support of any services other than those Services described in an Order.
- Resolution or analysis of any issues relating to any third party security testing or vulnerability scans performed by Customer, or analysis of third party reports.

2. ERROR CORRECTION.

a. Error Reports. Customer shall submit to WebMD Ignite by email, telephone or by using WebMD Ignite's online tracking system, error reports ("Error Report") to identify any alleged Errors. Other than Error Reports for Level 1 Severity Errors, any Error Reports that are submitted outside of Live Support Hours shall be processed by WebMD Ignite during the Live Support Hours on the next business day. Emergency Support Requests can also be made outside of Live Support Hours for Level 1 Severity Errors only, on a 24-hour basis only in one of the following two ways: (i) by calling WebMD Ignite's Emergency Support Request line, or (ii) by submission through WebMD Ignite's automated reporting tools, and WebMD Ignite will respond to such requests in accordance with the procedures set forth below.

b. Classification of Error Reports. WebMD Ignite shall process each Error Report by classifying the alleged Error into one of the following severity levels.



- **Level 1 Severity.** Level 1 Severity means that (i) there is an Error in the Services that causes a site outage such that the service offered by Customer to its customers is unavailable for access or log in, or that causes an interruption of service to a Mission Critical Application such that the Mission Critical Application is unavailable; and (ii) there is not a Work Around Solution or similar type of correction available or feasible. “Mission Critical Application” means a system, application, server or database that performs an essential function of the Customer service.
 - **Level 2 Severity.** Level 2 Severity means that (i) there is an Error in the Services that causes a material service performance degradation or latency for a Mission Critical Application, and (ii) there is no Work Around Solution.
 - **Level 3 Severity.** Level 3 Severity means that (i) there is a Work Around Solution for what would otherwise be classified as a Level 1 or Level 2 Severity Error, or (ii) there is an Error in the Services that causes a material service performance degradation or latency for a non-Mission Critical Application, including, without limitation, a problem with the functionality of a link, button, graphic or option for either a Mission Critical Application or a non-Mission Critical Application.
 - **Level 4 Severity.** All other Errors.
- c. **WebMD Ignite’s Response to Error Reports.** WebMD Ignite shall acknowledge receipt of an Error Report by Customer in accordance with the following schedule.
- One (1) hour after submission of an Error Report involving a classification of a Level 1 Severity Error, provided that all Error Reports for Level 1 Severity problems must be submitted as described in subparagraph (a) above; or
 - One (1) business day after submission of an Error Report involving a classification of a Level 2, 3 and 4 Severity Error, provided that Error Reports submitted electronically shall be acknowledged within less than one (1) business day.
- d. **Error Correction.** If Customer reports an alleged Error to WebMD Ignite in writing, WebMD Ignite will perform issue analysis to determine whether such alleged Error is an Error. If WebMD Ignite confirms the existence of an Error, WebMD Ignite will use reasonable efforts to perform Error Correction; provided that there is no misuse or unauthorized use of the Services. If the Error is determined to be caused by any of the preceding conditions, then WebMD Ignite shall charge its prevailing rates to investigate and/or correct such Error. WebMD Ignite will not perform Error Correction for, or otherwise support, any version of the Services other than the current version and the immediately preceding version.
- Once WebMD Ignite has processed the Error Report and classified the Error as a Level 1 Severity problem, WebMD Ignite will promptly begin and continue to use reasonable efforts on a 24-hour basis to identify and correct the Error. If the Error Correction is not complete within twenty-four (24) hours following processing of the Error Report, WebMD Ignite will inform Customer of the status of such Error Correction efforts and will establish a mutually agreed



upon correction plan with respect to the Error until Error Correction is complete.

- Once WebMD Ignite has processed the Error Report and classified the Error as a Level 2 Severity Error, WebMD Ignite will promptly begin and continue to use reasonable efforts during Live Support Hours to identify and correct the Error within seventy-two (72) hours following processing of an Error Report. If additional time is required, WebMD Ignite will inform Customer of the status of such Error Correction efforts and will continue such Error Correction efforts until Error Correction is complete.
- Once WebMD Ignite has processed the Error Report and classified the Error as a Level 3 Severity Error, WebMD Ignite will use reasonable efforts during Live Support Hours to identify and correct the Error within three (3) weeks. If additional time is required, WebMD Ignite will inform Customer of the status of such Error Correction efforts and will continue such efforts until Error Correction is complete.
- Once WebMD Ignite has processed the Error Report and classified the Error as a Level 4 Severity Error, WebMD Ignite will use reasonable efforts during Live Support Hours to identify the Error, will inform Customer of the status of any Error Correction efforts and will discuss with Customer any appropriate schedule for Error Correction.

- e. **Requests for Customer Support and Other Non-Customer Support Related Requests.** WebMD Ignite requires that all requests for Customer Support be communicated from an individual(s) so authorized by Customer. Customer shall designate five (5) individual contacts to communicate any Errors or Customer Support issues with WebMD Ignite. Any additional individual contacts shall be \$250 each. In addition to unlimited Error reporting, the Subscription Fee includes five “how to” customer support calls per month for non-Error related questions and assistance. Additional “how to” questions for non-maintenance issues may be purchased for \$100 each.
- f. **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 on a bid per project basis at WebMD Ignite then-current Professional Services rates.
- g. **Customizations.** Customer is not permitted to make any customizations or modifications to the Services. If WebMD Ignite makes any customizations or modifications to the Services, such customizations or modifications provided to Customer by WebMD Ignite shall be considered part of the Services and will be supported.

3. HOSTING SERVICES.

- a. **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 SSAE-16 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; weekly and monthly backups are stored offsite
 - 80GB of data transfer per month (over 80GB of transfer is \$15 per block of 5GB)
 - One (1) SSL Certificate only (Customer shall be responsible for all fees related to obtaining additional SSL certificates)
- b. **System Uptime.** WebMD Ignite provides an average system uptime of at least 98.5% (“Uptime Benchmark”), measured on a monthly basis. 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. If WebMD Ignite Healthcare fails to provide system uptime meeting or exceeding the Uptime Benchmark in any calendar month for circumstances within WebMD Ignite control, Customer shall notify WebMD Ignite on the first such occurrence and WebMD Ignite shall have thirty (30) days from the receipt of such notice to correct the problem (the “Uptime Cure Period”). If the system uptime for the next full calendar month fails to meet or exceed the Uptime Benchmark, Customer shall be entitled to a refund of 2.5% of the total monthly subscription fee for the affected month.

