

SERVICE LEVEL AGREEMENT

This Service Level Agreement ("SLA") contains terms and conditions that apply to the access and use of the Apex Subscription Services. The terms contained herein are in addition to, and not in lieu of, the terms in the Subscription Agreement (the "Agreement") between ProVation Medical, Inc. ("PVM.", "us" or "we") and you ("Customer"). By subscribing to access and use Apex Subscription Services, Customer agrees to be bound by this SLA, including any modifications made to it from time to time. In the event of a conflict between the terms of this SLA and an Order, the terms of this SLA shall control. This SLA is only available to a Customer that has signed an Agreement with PVM, it is not available to any entities or affiliates that sign Orders under the Agreement. Unless otherwise defined herein, capitalized terms will have the meanings set forth in the Agreement.

Apex Service Commitment

PVM will use commercially reasonable efforts to make Apex available 24x7x365 except for Scheduled Downtime. In the unlikely event the Monthly Uptime Percentage for Apex is available for less than ninety-nine and five tenths (99.5%) in a month, Customer may request a Service Credit as described below.

Definitions

"Monthly Uptime Percentage" is calculated as $(A - B)/A \times 100 = \% \text{ availability}$ where: A = minutes in a calendar month and B = minutes of outages. Monthly Uptime Percentage is calculated as 100% for any portion of the month in which a Customer subscription is not yet activated. Monthly Uptime Percentage measurements exclude Scheduled Downtime and the Service Credit exclusions defined below.

"Service Credit" is a dollar credit, calculated as set forth below, that may be credited to an eligible account.

"Scheduled Downtime" means when Apex is offline for scheduled maintenance for which Customer has been provided reasonable notice. PVM will use commercially reasonable efforts to provide Scheduled Downtime during off-peak business hours (8:00pm – 6:00am central) and avoid Scheduled Downtime that impacts all Apex data centers at the same time. PVM will publish Scheduled Downtimes in Apex and maintain a back-up environmental redundancy system to ensure System Availability for Customer during Scheduled Downtimes.

Service Credits

Monthly Uptime Percentage	Service Credit Percentage
Less than 99.5% but equal to or greater than 99.0%	10%
Less than 99.0%	20%

Service Credits are calculated by multiplying the Service Credit Percentage against one-twelfth (1/12) of the annual fee most recently paid by Customer to access the Apex Subscription Services. To receive a Service Credit, Customer must submit a claim that meets all of the requirements below by sending an email to Apex_support@provationmedical.com. Failure to comply with these requirements will forfeit Customer's right to receive

a Service Credit. The credit request must be received by PVM within 30 days of the occurrence of the incident and must include:

- The words "SLA Credit Request" in the subject line
- The dates and times of each unavailability incident Customer are claiming
- The URL(s) of the affected Apex instances
- Customer request logs or screen shots that document the errors and corroborate Customer claimed outage (any confidential or sensitive information in these logs should be removed or replaced with asterisks).

If the Monthly Uptime Percentage of such request is confirmed by us and is less than the Service Commitment, then we will issue a Service Credit to Customer within 90 days of approval. Service Credits may only be applied to future subscription fees, are forfeit upon termination of the Agreement and will not entitle Customer to any refund or be applied or offset against any other payment Customer may owe to PVM. A Service Credit will be applicable and issued only if the credit amount is greater than one dollar (\$1 USD).

PVM will not issue Service Credits for service incidents caused by: a suspension pursuant to the terms in the Agreement; any services, equipment, networks, or the like over which PVM has no control, or does not manage, such as Customer-provided data networks; Customer not following the minimum system requirements or guidelines described in the PVM Documentation, Customer's software, facilities, power failures or, third party integrations; modifications made by Customer, an Authorized User or another third party to Customer applications or any features or functionality thereof; actions or inactions required for compliance with laws or prevention of detrimental impact to PVM, its other customers or Apex; Internet connectivity or failures, and Force Majeure events.

This SLA is applicable provided Customer is not in material breach of any of the Agreement, including each of its Orders. This SLA, and corresponding credits, if any, are the sole and exclusive rights and remedies regarding Apex availability.

Service Level Default

If PVM fails to meet its Monthly Uptime Percentage commitment three (3) or more times in a consecutive six (6) month period during a billing cycle of the Subscription Term, Customer shall have the right to terminate the Agreement or the affected Order for a material breach.

Modifications to Service Levels.

It is PVM's objective to have a comprehensive set of Service Levels that provide a fair, accurate, and consistent measurement of PVM's performance of the Subscription Services. To reflect changes in or evolution of the Subscription Services, PVM will review and assess if any changes are needed and add or substitute new Service Levels from time to time during the Subscription Term. Revised Service Levels will not be less than those levels reasonably and consistently achievable with the systems and environments used to provide the Subscription Services if used in accordance with the practices and standards used in well-managed operations performing services similar to the Subscription Services.