

## PROVATION® SURGICAL VALET™

### SERVICE LEVEL AGREEMENT

This Service Level Agreement (“SLA”) contains terms and conditions that apply to the access and use of the Surgical Valet™ Subscription Services (“**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 (“**PV**”, “us” or “we”) and you (“**Customer**”). By subscribing to access and use the Subscription Service, 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 applicable to a Customer that is a hospital (*not ASC’s or anesthesia groups*) that have signed an Agreement with PV, it is not available to any entities, sites or affiliates that sign Orders under the Agreement. Unless otherwise defined herein, capitalized terms will have the meanings set forth in the Agreement.

#### SLA Definitions

- a. “**Available**” means that Customer is able to access and use the Subscription Services and all functionality and content therein, and the Subscription Services are functioning correctly and accurately.
- b. “**Emergency Maintenance**” means any unplanned corrective maintenance that is the result of an urgent or emergency condition that needs immediate attention.
- c. “**Scheduled Maintenance**” means any planned maintenance, upgrades, replacement of hardware or software or any other activity that may result in the Subscription Services being Unavailable.
- d. “**Credit**” is credit awarded to Customer when PV fails to meet the Availability Requirement.
- e. “**Transaction**” means a single instance of receiving, processing, responding and completing a request to the Subscription Services.
- f. “**Unavailable**” means that the Subscription Services are not available.

#### Service Levels

- a. Service Availability Standard. The Subscription Services will be Available, as measured over the course of any one (1) month period, an average of 99.5% of the time, excluding downtime due to: outages due to Customer systems; Scheduled Maintenance; Emergency Maintenance; service availability time of less than 5 minutes in duration; natural disasters; denial of service attacks; government, political or other regulatory actions or court order; strikes or labor disputes; pandemic; acts of civil disobedience or acts of war (the “**Availability Requirement**”).
- b. Scheduled Maintenance. PV will alert Customer of Scheduled Maintenance times and dates at least five (5) business days prior to maintenance events. Said Scheduled Maintenance will be performed at a time that is intended to cause the least amount of disruption to services being provided to Customer. Any Unavailability that may occur during any other time shall not be considered Scheduled Maintenance for purposes of calculating availability.

c. Emergency Maintenance. PV may need to perform Emergency Maintenance including security patch installation or hardware replacement. PV will not be able to provide Customer with advanced notice of Emergency Maintenance. Loss of Availability due to Emergency Maintenance will be excluded from calculations.

#### **Modifications to Service Levels.**

It is PV's objective to have comprehensive service levels that provide a fair, accurate, and consistent measurement of PV's performance of the Subscription Services. To reflect changes in or evolution of the Subscription Services, PV will review and assess if any changes are needed and add or substitute new service levels from time to time. 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.

#### **Credits**

Customer's sole and exclusive remedy in the event of a failure is the following. Any credit issued applies only to future payments of fees for the applicable Subscription Services owed by Customer. Under no circumstances will a credit be applied to Professional Services or Subscription Services not subject to this particular SLA and credits shall not entitle Customer to any cash refund or other payment and may not be transferred or applied to other accounts or Orders.

To calculate availability it requires a combination of methods, including analyzing logs from event monitoring systems and actual affected infrastructure components and matching these findings with Customer support ticket information to determine the actual timeframe.

- a. Credits. Customer shall receive a credit of five percent (5%) of the monthly fee, for each one-tenth percentage point (0.1%) below the standard for the Availability Requirement.
- b. Total Maximum Credit. The total Credit due may not exceed 50% of the monthly fees charged during the month for which the Availability Credit is to be issued. Only one Credit will be available for any given monthly period.

To request a Credit, Customer must: (a) be in good standing, (b) be open a technical support ticket reporting an apparent service interruption as soon after discovering the event, and (c) send an email or open a support ticket for a Credit request to the support department at [sv.support@provationmedical.com](mailto:sv.support@provationmedical.com) in the month immediately following the month for which the Credit is being requested. Credit requests must include the dates and specific times for which the Credits are being requested. PV will compare information provided by you to the data referenced above. A Credit will be issued only if PV confirms from such data that a Credit is available.