

Hosting Solution Service Schedule CONFIDENTIAL

1. Hosting Services. Subject to the terms of this Service Schedule, if Customer has purchased Hosting Services or any Software subject to a Subscription License, Company shall provide to Customer Company's Hosting Solution with respect to such Software. This Service Schedule is subject to the terms and conditions of the Agreement.

2. eMDs Responsibilities for Hosting Solution.

a. *High Availability & Support*

- Comprehensive System Administration – Company will provide comprehensive systems administration services for the Hosting Solution, which include: installing operating systems; performing operating system updates & patches; creating, modifying & removing user accounts; managing remote access; and providing administration support as needed the Software installations and upgrades.

- High Availability – Company will make the Hosting Solution available in accordance with the Service Level Agreements (“SLAs”) set forth in Attachment 1.

- Support – Company will provide support for the Hosting Solution as set forth in as set forth in the Support Service Schedule.

b. *Monitoring Services.* Company provides 24x7x365 uptime monitoring of the Hosting Solution. This monitoring may require Company to access and disclose Customer Content contained in the Hosting Solution provided that such access and disclosure is done in accordance with the Business Associate Addendum between the parties or is otherwise permitted or required by any law or regulation. To the extent that such monitoring reveals any suspected violations of applicable law, Company shall fully cooperate with law enforcement authorities in investigating suspected violations.

c. *Change Management*

- Customer Care for Hosting Solution – Company will provide Customer with an online interface to request support from Company and to make change management requests.

- Managed Change Requests – Company utilizes a change management tracking tool to ensure change requests are appropriately requested, reviewed, approved, and implemented.

- Software Changes – Provided that Customer has paid the applicable support and maintenance fee for the Software, Company will deploy new releases of the Software in the Hosting Solution. Company will deploy the new release in Customer's production Hosting Solution during the disclosed maintenance window or at a time mutually agreed upon by Company and Customer.

- System Administration – Company will provide regular routine system administration and support services necessary to maintain the Hosting Solution environment. Planned maintenance will occur during the routine maintenance windows set forth in the Documentation. Company may also provide emergency security patches as needed.

- Managed Roll-back & Recovery – Company will work with Customer to develop roll-back and recovery procedures in the event that any changes that are implemented do not perform as tested. Company's staff will manage the roll-back process when required. Customer

acknowledges and agrees that roll-back and recovery procedures are intended to restore the Software to its state immediately prior to implementation of a new release and may not include data entered into the Software following such implementation.

d. *Security*

- Managed Firewalls & VPNs – Company will implement and manage dedicated Firewalls and VPN solutions (if necessary) for Customer designed to prevent unauthorized access to the Hosting Solution. Management activities include: monitoring Firewalls & VPN devices for errors and alerts; managing VPN connectivity; implementing patches & updates; performing systems administration of Firewall & VPN environments; problem determination, troubleshooting & resolution of critical errors and events. Company will notify Customer as soon as practicable of any known security breaches or vulnerabilities in the Hosting Solution.¹

- Virus Protection – Company will install and manage Virus/Malware/Trojan protection software for the Hosting Solution.

e. *Backup Administration.* Company will monitor and administer hourly incremental and full weekly disk backup. Company will also monitor and administer weekly full backups with offsite storage with a seven (7) calendar day retention period and in Company's sole discretion may retain backups for a longer period than seven (7) calendar days, not to exceed thirty (30) calendar days. Longer offsite retention periods are available but will require additional costs for additional storage fees.

3. Customer Responsibilities. The responsibilities listed in this Section are in addition to those responsibilities specified in the Agreement. Company's performance is predicated upon the following responsibilities being managed and fulfilled by Customer:

a. *Support & Maintenance Agreements.* Customer will maintain its support and maintenance for the Software by paying the applicable subscription, hosting, support and maintenance fees in accordance with the Agreement.

b. *Equipment Requirements.* Customer is responsible for procuring for its users, at Customer's expense, all hardware, software and Internet connectivity necessary to access the Hosting Solution. Such hardware, software and Internet connectivity must meet the requirements set forth the Documentation.

c. *System Security.* Customer will take, and will require all Customer Users to take, all necessary and feasible steps to safeguard the integrity and confidentiality of all data and communications transmitted or stored when using Hosting Services, or when Customer or Customer Users are using servers or other hardware or software owned or maintained by or for Customer or Customer Users which are in way related to, or based upon, the Hosting Services. Customer is solely responsible for maintaining the confidentiality of any password(s) and access codes given to access the Software and Hosting Solution, and is fully responsible for all activities that occur under those password(s) and access codes. Customer agrees to notify Company immediately of any unauthorized use of its password(s). Customer is responsible for ensuring the computers that access the Hosting Solution are virus-free, up-to-date with patches, and meet Company's minimum requirements as set forth in the Documentation.

d. *Acceptable Use.* Customer may only use the Hosting Solution for lawful purposes and in accordance with Company's Acceptable Use Policy as may be posted from time to time in the Company Legal Documents Resource Center on Company Support Center and the Agreement.

¹ For security and administrative reasons only, the website administrators will have access to all files on the server. eMDs is not responsible if Customer makes changes to default security settings which allow access to Customer data.

Customer may not use the Hosting Solution, Software or Services in any manner that could overburden, disable, damage, or adversely impact the Company Software, Services, network, any server, any equipment or facilities, or interfere with any other party's use and enjoyment of the Software, any Services or the Hosting Solution. Customer agrees to not attempt to gain unauthorized access to any Software, Services, other accounts, computer systems or networks connected to any Company server or to any of the Software or Services, through any unauthorized means, such as password or credential guessing, hacking, or any other inappropriate method. Customer may not obtain or attempt to obtain any materials or information through any method other than as intentionally made available through the Services.

e. *Customer Changes.* Customer certifies the information submitted in the initial Order and Agreement (and all attachments, if any, submitted with this form by Customer) is true and correct. The Customer agrees and understands that as a condition to the Customer's Agreement with Company, the information provided in the Agreement and all other Customer account information must be kept current, and the Customer agrees to notify Company in writing at least sixty (60) days in advance of any changes, or as soon as possible before or after such a change occurs or Customer becomes aware such a change is likely to occur. Prior to making any changes (hardware, software, connections, networking, etc.) to Customer's own technology environment, Customer will carefully consider the impact in relation to the then current Documentation. If such changes are not expressly within any such then current standard documentation of Company, Customer agrees to contact Company to reduce any likelihood that the change might adversely impact the Customer's use of the Software and Services and to allow Company to provide input about the method and manner of implementing the change to assist the Customer's transition and mitigate any adverse impact, time and/or expenses that may result from such a change, and Customer will be solely responsible for any such change that Customer may elect to implement.

f. *Notification of Incident.* Customer will provide immediate written notification to Company of any actual or suspected unauthorized use (both for an isolated instance and for any continuing instance(s)) of the Software or Services of and to the extent Customer is aware of any such use. Customer agrees to use commercially reasonable efforts to follow up and ensure that Company is made fully aware of any such situation. Company may take actions that it believes are reasonable and necessary to address any risk to the Software or Services resulting from such actual or suspected unauthorized use.

g. *User Enrollment.* Customer shall provide to Company an accurate and complete list of all Users on a form to be provided by Company (the "User List"). Company is expressly relying upon Customer to prepare and maintain an accurate User List and Company expressly disclaims any responsibility to verify the accuracy of the User List. Customer shall update the User List whenever a User is added or removed and shall deactivate such User in the Software. Company shall bear no responsibility for Software or Services access by any User whose employment, contract or affiliation with Customer is terminated or who otherwise has his or her access to the Software or Services curtailed by Customer, if Customer did not immediately notify Company of such termination or curtailment.

h. *Third Party Connections.* Company only permits the deployment of Company-approved third party software and tools in the Hosting Solution. In the event Customer desires to use third party software and tools that have not been approved by Company, Company will provide, at Customer's request and expense, an interface to export Customer's data from the Hosting Solution to the third party software.

4. *Effect of Suspension or Termination.* Following a suspension or termination of the Hosting Services, upon Customer's request, Company shall provide Customer with Limited Access to the hosted Software for up to ninety (90) days following the suspension or termination date of this

Agreement and Customer shall pay for the Limited Access at Company then prevailing rates. Such Limited Access shall be in accordance with the Subscription License and all other applicable terms of this Agreement. "Limited Access" shall mean that some functionality of the Software is disabled and cannot be used by Customer or its Users such that Customer may only access and extract Customer Content existing at the time of suspension or termination. This Section shall survive termination of the Agreement.

5. Scope of Use Limits. Customer may not use the Software or Services as a source, intermediary, reply to address, or destination address for any denial of service or other abusive activities. Customer is responsible for ensuring there is no excessive overloading on Hosting Solution. Use of the Hosting Solution that causes the Hosting Solution to incur bandwidth or server loads beyond a reasonable level, as determined by Company, is prohibited and may result in suspension. In the event Customer exceeds Customer's allotted disk space, Customer will incur expansion fees as set forth in the Order Form.

6. Internet Use Risks and Online Security and Privacy. Customer understands that the internet and any use of the internet is not a completely secure, completely private, or completely reliable system, and that the purpose of the Hosting Solution is to allow Customer and Customer's Users easy access to the Software through the internet. Company will take those precautions Company deems reasonable and appropriate in its sole discretion to secure the Software and Services, but Company makes no warranty that the Software and Services will be uninterrupted, error-free, or completely secure against misuse or attack of any form by end users or other individuals or entities. The servers used to provide the Hosting Solution are physically located in the United States of America and as such all content will be subject to the laws of the United States of America. Customer is required to only use internet (online) connections and internet services that are each provided from within the United States and that are: (1) properly secured and protected from unauthorized and illegal use, and (2) in compliance with the applicable laws and regulations of the United States.

7. Monitoring and Remote Access. Customer agrees that Company or its designees may monitor Customer's use of the Hosting Solution and also have access to Customer's computer hardware and media, by direct or remote access, to verify Customer's compliance with this Agreement and perform the Services.

Attachment 1 – SLAs

Software and Service Availability

Company warrants that the Hosting Solution will be available 99.7% of the time in any calendar month (the "Availability SLA"). This Availability SLA will not apply for any performance issues caused by the following, which are collectively referred to as "Excluded Downtime":

- Customer's hardware, equipment or non-Company provided software;
- Customer's failure to provide the necessary bandwidth or equipment in accordance with the Documentation;
- factors outside or beyond Company's reasonable control, including, but not limited to, internet connectivity;
- a force majeure event;
- any actions or inactions of Customer or any third parties not affiliated with Company;
- Company's response to or otherwise implementing or addressing a specific security vulnerability in the Hosting Solution;
- request from the Customer to modify or otherwise adjust the Hosting Solution;
- scheduled maintenance of the Hosting Solution; or
- the Software or Services other than the Hosting Solution.

The Availability SLA will be calculated monthly during the term using the following formula (and will be rounded to the nearest one-tenth of a percentage point):

$$\text{Availability} = \frac{[(\text{Base Time} - \text{Unscheduled Downtime}) / (\text{Base Time})] \times 100}{1}$$

- a. "Base Time" equals the product of the number of days in the applicable month multiplied by 24 hours multiplied by 60 minutes minus Scheduled Downtime and Excluded Downtime.
- b. "Unscheduled Downtime" equals the aggregate total of all minutes during the month during which the Hosting Solution is not operational where the failure is not caused by Excluded Downtime. Unscheduled Downtime begins upon a report from Customer to the Company Help Desk that the Hosting Solution is not operational and ends when Company notifies Customer that the issue has been remedied such that the Hosting Solution is once again available.
- c. "Scheduled Downtime" equals the aggregate total of all minutes of planned and scheduled maintenance performed during the month to perform any necessary hardware, OS, network, database, application software maintenance, repair, upgrades, and updates. The amount of scheduled downtime may vary from month to month depending on the level of change to the Hosting Solution such as the project implementation phase, adding new products, upgrading products, emergency security patches, etc.
 - If Company fails to make the Software available in accordance with the Availability SLA for three (3) consecutive months, such failure shall be deemed a material breach and Customer may terminate this Agreement by providing Company with thirty (30) days prior written notice of its termination. Such notice must be provided within ten (10) days of the end of the third month in which the Availability SLA was not met. Termination in accordance with this Section is Customer's sole and exclusive remedy for a breach of the SLA.