MANAGED IT - SERVICE LEVEL AGREEMENT

1. APPLICABILITY

1.1. This Service Level Agreement (this "SLA") applies to each Statement of Work ("SOW") that incorporates it by reference. The Service Levels apply only to the Services purchased under that SOW.

1.2. A Service Level that measures a specific Service applies only when the SOW includes that Service.

1.3. This SLA controls over any general statement of availability or response in a SOW. A SOW may change a Service Level, target or measurement hour only by expressly stating that it modifies this SLA.

1.4. **Service Level Types.** Each Service Level is either a Service Level Agreement (an "SLA") or a Service Level Objective (an "SLO"), as shown in the Type column of the table in Section 3.5. The SOW may change the Type of any Service Level, or designate all Service Levels as SLOs, by stating so expressly.

2. DEFINITIONS

2.1. **Acknowledgement Time**. "Acknowledgement Time" means the elapsed time between creation of an Incident ticket in the ITSM System, whether by Customer report or by a monitored system alert, and acceptance of the ticket by a Focus technician in the ITSM System.

2.2. **Business Hours**. "Business Hours" means 8:00 a.m. – 5:00 p.m. Central Time, Monday through Friday but excluding federally-recognized holidays.

2.3. **Incident.** "Incident" means an unplanned interruption to, degradation of, failure of, or reduction in the quality, availability, functionality, performance, or security of a covered Service, User, Workstation, Tablet, Server, Network Device, application, cloud service, telecommunications service, Security System, Medical Imaging System, Biomedical Device connectivity, or other supported technology component within the Customer Environment. An Incident occurs when something that is expected to function is not functioning as intended and requires diagnosis, troubleshooting, remediation, restoration, repair, or recovery. Examples of Incidents include, without limitation:

2.3.1. A User being unable to access email or an application;

2.3.2. A Workstation failing to boot or operate properly;

2.3.3. A Server outage or performance degradation;

2.3.4. A failed backup job;

2.3.5. A printer that is unable to print;

2.3.6. A network, internet, VPN, wireless, or VoIP outage;

2.3.7. A security event requiring investigation or response; and

2.3.8. An error, malfunction, or service disruption affecting normal business operations.

2.4. **IT Service Management (ITSM) System.** "IT Service Management (ITSM) System" means the professional services automation and ticketing system Focus uses to record and track Incidents, Service Requests, Problems and changes.

2.5. **Knowledge Base Article**. "Knowledge Base Article" means a documented procedure, agreed by Customer and Focus and maintained in the ITSM System, for resolving a common issue in Customer's environment.

2.6. **Measurement Period**. "Measurement Period" means a calendar month.

2.7. **Monitored Server**. "Monitored Server" is a physical, virtual or cloud-hosted server operating system instance supported in the SOW and monitored by Focus.

2.8. **Parent Incident and Child Incident**. When two or more Incidents arise from the same outage or service degradation, the first Incident recorded is the "Parent Incident" and each other Incident is a "Child Incident".

2.9. **Priority Level**. "Priority Level" means the priority assigned to an Incident under Section 3.4.

2.10. **Resolution Time**. "Resolution Time" means the elapsed time between creation of an Incident ticket in the ITSM System, or if later the most recent change to its Priority Level, and restoration of the affected service, including restoration by workaround.

2.11. **Service Level Agreement or SLA**. "Service Level Agreement" or "SLA" means a Service Level designated as an SLA under Section 1.4. A Service Level Default for an SLA entitles Customer to the remedies in Section 4.

2.12. **Service Level Default**. "Service Level Default" means a failure by Focus to meet the target for an SLA in a Measurement Period, after applying the exclusions in this Service Level Agreement.

2.13. **Service Level Objective or SLO**. "Service Level Objective" or "SLO" means a Service Level designated as an SLO under Section 1.4. Focus measures and reports each SLO in the same manner as an SLA. An SLO states a performance objective and is not a commitment.

2.14. **Service Request.** "Service Request" means a Customer-authorized request for information, access, assistance, provisioning, configuration, administration, installation, modification, enhancement, or other planned service activity that is not the result of an Incident. Requests generally involve the addition, modification, removal, or administration of a system, service, User, device, application, permission, configuration, or other supported technology component. Examples of Requests include, without limitation:

- 2.14.1. Creating, modifying, disabling, or deleting a User account;
- 2.14.2. Provisioning software, licenses, devices, or subscriptions;
- 2.14.3. Installing approved applications;
- 2.14.4. Adding or modifying permissions, security groups, or access rights;
- 2.14.5. Deploying a new Workstation, Tablet, or Peripheral;
- 2.14.6. Updating call routing or VoIP configurations;
- 2.14.7. Modifying firewall rules or network configurations;
- 2.14.8. Adding a printer or other supported device;
- 2.14.9. Providing information or guidance regarding supported Services; and
- 2.14.10. Other customer-authorized administrative, configuration, or provisioning activities.

For clarity, a Request exists when something new is being added, modified, provisioned, or configured, whereas an Incident exists when something that is expected to function is not functioning as intended and requires restoration or repair.

2.15. **SLO Miss**. "SLO Miss" means a failure by Focus to meet the target for an SLO in a Measurement Period, after applying the exclusions in this Service Level Agreement.

2.16. **System Change Request.** "System Change Request" means a request, recorded in the ITSM System, to change the composition or operation of a Customer system supported by Focus.

2.17. **Third Party**. "Third Party" means a vendor or service provider of Customer other than Focus and its subcontractors.

2.18. **VIP User**. "VIP User" means a user Customer designates as a VIP in writing as well as Physicians.

3. SERVICE LEVEL RESPONSE

3.1. Automated monitoring will occur on a 24x7x365 basis; Focus technicians will be available to respond to alerts during Business Hours.

3.2. **Measurement Hours.** Unless the SOW designates Extended Coverage Hours or 24x7x365 for a Service Level, that Service Level is measured during the hours stated for it in the Hours column of the table in Section 3.5 Service Levels. Time outside the applicable hours does not count toward any measure.

3.3. **After-Hours Incidents.** Unless otherwise expressly stated in the applicable Statement of Work, Service Levels are measured only during the applicable measurement hours identified in this SLA, and payment of After-Hours charges does not create a guaranteed response or resolution commitment.

3.4. **Priority Classification.** Focus will assign each Incident a Priority Level using the Priority Matrix below and the Impact and Urgency definitions that follow. Customer may request a change to the Priority Level of an Incident, and Focus will not unreasonably refuse the request. An Incident reported only by email is classified as Minor Impact and Low Urgency until Focus or Customer reclassifies it.

Urgency ↓ / Impact →	Major	Moderate	Minor
High	Priority Level 1	Priority Level 2	Priority Level 3
Medium	Priority Level 2	Priority Level 3	Priority Level 4
Low	Priority Level 3	Priority Level 4	Priority Level 4

Level	Definition
Impact: Major	An entire Customer location is down, or all users at a location cannot perform their work. Patient care or clinical operations at a location are disrupted. The Incident requires notification of Customer senior leadership.
Impact: Moderate	A department or significant group of users cannot perform their work. No workaround or corrective action is readily available.
Impact: Minor	A single user or small number of users is affected. A workaround or solution is known or can be readily implemented. All Incidents reported solely by email.

Level	Definition
Urgency: High	The damage caused by the Incident is already high or is increasing rapidly. No workaround is available. Two or more VIP Users are affected.
Urgency: Medium	The damage caused by the Incident is moderate or increases over time. A workaround is known but has not been tested. One VIP User is affected.
Urgency: Low	The damage caused by the Incident is low or increases only marginally over time. A workaround is available. Default for all Incidents affecting users who are not VIP Users.

3.5. **Service Levels.** The following Service Levels apply. Each is an SLA or an SLO as shown in the Type column. A Service Level that measures a specific Service applies only when the SOW includes that Service.

#	Service Level	Type	Measure and Target	Hours	Exclusions	Minimum Volume
1	Service Desk Speed to Answer	SLA	Percentage of Calls answered by a Service Desk representative within forty-five (45) seconds, measured from the time the Call enters the hold queue. **Target: 85% or greater**	Business Hours	• Calls where the caller selects voicemail or callback before forty-five (45) seconds. • Abandoned Calls. • Calls during outages, rollouts, upgrades or changes caused by Customer or a Third Party.	100 Calls
2	Service Desk Abandon Rate	SLA	Percentage of Calls that are Abandoned Calls. An Abandoned Call is a Call in which the caller stays on the line more than thirty (30) seconds after entering the hold queue and then disconnects before the Call is answered. **Target: 7% or less**	Business Hours	• Calls where the caller disconnects within thirty (30) seconds after entering the hold queue. • Calls where the caller selects voicemail or callback. • Calls during outages, rollouts, upgrades or changes caused by Customer or a Third Party.	100 Calls

#	Service Level	Type	Measure and Target	Hours	Exclusions	Minimum Volume
3	Service Desk First Contact Resolution	SLO	Percentage of Eligible First Contacts resolved during the first Call, or by the first response to an email, portal or chat Contact. An Eligible First Contact is a Contact reporting an Incident whose resolution is documented in an agreed Knowledge Base Article. **Target: 85% or greater**	Business Hours	• Contacts for Incidents that must be resolved by personnel other than the Service Desk. • Contacts for an Incident that already has a ticket. • Contacts on the agreed list of items the Service Desk cannot resolve. • Known Errors. • Priority Level 1 and 2 Incidents. • Contacts initiated by email. • Contacts where the information the Knowledge Base Article requires was not provided. • Contacts during Customer outages outside Focus control.	100 Eligible First Contacts
4	Incident Acknowledgement	SLA	Percentage of Incidents acknowledged within the Acknowledgement Time for their Priority Level: 1: 15 minutes 2: 30 minutes 3: 4 hours 4: 8 hours **Target: 90% or greater**	Business Hours	• Priority Level 1 and 2 Incidents reported by email. • Child Incidents.	100 Incidents
5	Incident Resolution	SLA	Percentage of Incidents resolved within the Resolution Time for their Priority Level: 1: 2 hours 2: 4 hours 3: 2 Business Days 4: 5 Business Days **Target: 90% or greater**	Business Hours	• Known Errors. • Delays caused by defects in, changes to or deficiencies in Customer or Third Party software, data, networks, systems or equipment.	100 Incidents
6	Change Management On-Time Completion	SLO	Percentage of Customer-approved System Change Requests assigned to Focus that are completed by the agreed commitment date, measured from approval until the ITSM System record is marked complete. **Target: 90% or greater**	Business Hours	• System Change Requests cancelled by Customer. • Unsuccessful changes that are backed out within the change window under the documented change plan.	10 completed System Change Requests

#	Service Level	Type	Measure and Target	Hours	Exclusions	Minimum Volume
7	Change Management Success Rate	SLO	Percentage of completed System Change Requests assigned to Focus that are completed successfully and do not cause a Priority Level 1 or 2 Incident after release. **Target: 90% or greater**	Business Hours	• System Change Requests cancelled by Customer. • Rollbacks Customer requests for reasons other than Focus performance. • Defects in Customer or Third Party software, data, networks, systems or equipment. • Unsuccessful changes that are backed out within the change window under the documented change plan.	10 attempted System Change Requests
8	End User Satisfaction	SLO	Average overall score on surveys submitted in the Measurement Period for closed Incident and Service Request tickets, on a scale of 1 (Very Unsatisfied) to 4 (Very Satisfied). Focus sends surveys at the frequency Customer requests. **Target: 3 or greater**	Business Hours	• Unreturned surveys.	Surveys completed for 5% of surveys sent
9	Root Cause Analysis	SLO	Percentage of root cause analysis reports delivered within seven (7) Business Days after resolution of each Priority Level 1 Incident, and within ten (10) Business Days after Customer requests a report for a Priority Level 2 Incident. Customer must request a Priority Level 2 Incident report within seven (7) days after the Incident. **Target: 95% or greater**	Business Hours	• Priority Level 1 Incidents for which Customer confirms no report is required. • Priority Level 2 Incidents for which Customer has not requested a report.	None
10	Network Device Availability	SLA	Percentage of time, excluding Scheduled Downtime, that managed routers and switches at Customer locations listed in the SOW are available, measured in aggregate. **Target: 99% or greater**	24x7	• Devices at locations not listed in the SOW. • An outage of one device in a cluster where the remaining devices stay available and users are not affected. • Carrier circuit outages.	None
11	Backup Job Success	SLA	Percentage of scheduled server backup jobs completed successfully within the agreed backup window. **Target: 95% or greater**	Business Hours	• Endpoint devices. • Failures of backup media, storage or services for which Customer or a Third Party is responsible.	5 jobs

#	Service Level	Type	Measure and Target	Hours	Exclusions	Minimum Volume
12	Server Availability	SLA	Percentage of time, excluding Scheduled Downtime, that Monitored Servers are available, measured in aggregate. A Monitored Server is unavailable when the Focus monitoring tools report it as not responding. **Target: 99.5% or greater**	24x7	• Client-Side Downtime, including loss of power, network connectivity or facilities at a Customer location. • Vendor-Side Downtime, including outages of a cloud hosting provider's platform. • Servers that are not monitored because Customer delayed or blocked deployment of the Focus monitoring tools. • Servers for which Customer declined a documented Focus recommendation to remediate.	5 Monitored Servers

4. REMEDIES

4.1. **Remedy:** If Focus has a Service Level Default for the same Service Level in three (3) consecutive Measurement Periods, or in any four (4) Measurement Periods within a rolling six (6) Measurement Period window, Customer may terminate the affected Service by giving Focus at least sixty (60) days written notice. Customer must give that notice no later than sixty (60) days after the end of the Measurement Period in which the last Service Level Default occurred.

4.2. **Service Level Objectives.** An SLO Miss is not a breach of this Service Level Agreement, the SOW or the MSA, and does not entitle Customer to a credit, termination right or other remedy.

4.3. **Sole Remedy.** The remedies in this Section are Customer's sole and exclusive remedies for any Service Level Default and are in lieu of all other remedies otherwise available to Customer.

5. SERVICE EXCLUSIONS AND ASSUMPTIONS

5.1. **Notifications.** All timeframes are calculated as of the time Focus is notified of the applicable issue or problem by Customer through Focus' designated support portal, email address, Service Desk, or Focus' system and performance monitoring. Notifications received in any manner other than described herein may result in a delay in the provision of remediation efforts.

5.2. **Data Source.** Focus measures the Service Levels using the ITSM System and the Focus monitoring, backup and patch management tools. On request, Focus will provide the supporting data for any reported Service Level.

5.3. **Clock Pause.** Acknowledgement Time and Resolution Time do not accrue while a ticket is in a status designated in the ITSM System as waiting on Customer or a Third Party, after Focus has made a request of, assigned an action to, or dispatched the matter to Customer or the Third Party. Focus will record each status change in the ticket.

5.4. **Onboarding Exception**. Customer acknowledges and agrees that, for the first ninety (90) days following an SOW Effective Date, the Service Levels shall not be measured and no Service Level

Default shall occur; it being understood that there may be unanticipated downtime or delays due to initial start-up activities (the "Onboarding Exception").

5.5. **Scheduled Downtime**. For the purposes of this Service Level Agreement, "Scheduled Downtime" means those hours determined by Focus, but not occurring during Business Hours without Customer's authorization or unless exigent circumstances exist, during which time Focus may perform scheduled maintenance or adjustments to Focus' systems. Focus will undertake commercially reasonable efforts to provide Customer with at least twenty-four (24) hours of notice prior to scheduling Scheduled Downtime.

5.6. **Client-Side Downtime**. Focus shall not be responsible for any delays or deficiencies in the provision of, or access to, the Services to the extent such delays or deficiencies are caused by Customer's actions or omissions ("Client-Side Downtime").

5.7. **Vendor-Side Downtime**. Focus shall not be responsible for any delays or deficiencies in the provision of, or access to, the Services to the extent such delays or deficiencies are caused by third-party service providers, third-party license holders, or "upstream" service or product vendors ("Vendor-Side Downtime").

5.8. **Minimum Volume.** If the volume for a Service Level in a Measurement Period is below the Minimum Volume stated for it, Focus will report that Service Level but it will not be measured for that Measurement Period and cannot result in a Service Level Default or SLO Miss.

5.9. **Rounding.** Each Service Level result is rounded to one (1) decimal place before it is compared to its target. For example, a result of 89.96% rounds to 90.0% and meets a target of 90% or greater.

5.10. **General Exclusions.** The Service Levels do not apply to, and no Service Level Default or SLO Miss results from, time or delay attributable to:

5.10.1. the Onboarding Exception, Scheduled Downtime, Client-Side Downtime and Vendor-Side Downtime;

5.10.2. periods during which Focus suspends Services to protect the security or integrity of Customer's systems or Focus equipment or network;

5.10.3. an event of force majeure;

5.10.4. tickets assigned to Customer or Third Party personnel for resolution, or resolved by Customer personnel;

5.10.5. Incidents arising from a Known Error; and

5.10.6. The Parent Incident, and not the Child Incident, is measured.

5.11. Hourly Rates for services are listed in the specific managed services engagement being executed. These are represented in the applicable SOW and are depicted in Business Hours.