

## **Vitalchat Standard Service Level Agreement**

1. **Definitions.** “Available” means that the Subscription Services can be accessed by authorized Users. “Permitted Downtime” means times during a given month when the Subscription Services are not Available due to (a) reasonable and customary scheduled maintenance; or (b) events described in Section 2 of this *Schedule 1 to Exhibit A* below.
  
2. **Commitment.** Vitalchat promises that the Subscription Services will be Available at least ninety-nine and five-tenths percent (99.5%) of the time during each calendar month, excluding Permitted Downtime (such periods of Availability, “Required Uptime”) so long as the Customer promptly notifies Vitalchat when Customer becomes aware that the Subscription Services are not Available. Customer’s exclusive remedy, and Vitalchat’s sole liability, for breach of this warranty is for Customer to request, within ten (10) days after the conclusion of the calendar month in which the breach occurred, that subscription term be extended by the number of minutes equal to the Required Uptime less the actual number of minutes (rounded to the nearest minute) that the Subscription Services were Available during the calendar month (the “Credit”). Such requests for Credit must be accompanied by dates and exact times when the Subscription Services were not available.
  
3. **Conditions, Exclusions, & Termination.**
  - a. **Conditions.** Vitalchat’s obligation to provide Support is conditioned upon the following: (i) Customer makes reasonable efforts to solve the Error; and (ii) Customer procures, installs, and maintains all equipment, telephone lines, communication interfaces and other hardware necessary to access and operate the Subscription Services.
  
  - b. **Exclusions.** Vitalchat is not obligated to provide Support in the following situations: (i) the problem is caused by Customer’s negligence, hardware malfunction, or other causes beyond the reasonable control of Vitalchat; or (ii) the problem is with third-party software or hardware not made available or licensed through Vitalchat.
  
  - c. **Termination.** Vitalchat reserves the right to conclude its performance of a Support case when, in its reasonable discretion, Vitalchat determines that it has provided a satisfactory resolution or workaround to the Error.

1. **Support Request Level Chart.**

<b>Rankings</b>	<b>Acknowledgement Time</b>	<b>Examples</b>
<p><b>Tier 3: Critical</b></p> <p>A crisis has occurred - a system is down, or major operational function is unavailable, or a critical interface has failed.</p> <p>Any problem critical to usage of the Subscription Services and requiring immediate resolution.</p>	<p>Vitalchat Responsibility</p> <p>&lt; 4 hours</p>	<ul style="list-style-type: none"> <li>• Production system is down or crashing frequently.</li> <li>• System functioning with limited capabilities.</li> <li>• System unstable with periodic interruptions.</li> <li>• Malfunction in functions requiring workaround.</li> <li>• System unstable with periodic interruptions.</li> </ul>
<p><b>Tier 2: Normal</b></p> <p>Situations with permissions, Customer configurations, data issues, or partial network outages.</p> <p>Situations with technical questions or problems requiring resolution – many of which are “how to” nature.</p>	<p>Vitalchat Responsibility</p> <p>1 business day</p>	<ul style="list-style-type: none"> <li>• User needs clarification of procedures or documentation.</li> <li>• Features or options do not operate as stated.</li> <li>• Product enhancement requests.</li> <li>• Errors in systems but still fully functional.</li> </ul>
<p><b>Tier 1: Basic Troubleshooting</b></p> <p>Situations with technical questions or problems requiring resolution – many of which are “how to” nature or function/feature is not in accordance with documentation.</p>	<p>Customer Responsibility with escalation to Vitalchat as needed.</p>	<ul style="list-style-type: none"> <li>• Camera not turning on.</li> <li>• Call not going through.</li> <li>• Low video, call, or sound quality.</li> <li>• Emails or text messages not received.</li> <li>• End user related issues, (i.e.- browser not supported or other screen error).</li> </ul>