

# COLLETTE HEALTH SERVICE LEVEL POLICY



The following applies to Customer's use of the Collette Health remote patient observation and support service (the "Service") in a production environment:

## 1. Service Availability

Collette Health will use commercially reasonable efforts to provide 99.9% Service Availability, which means the Collette Health Service is available to be utilized for its primary function of remote patient observation, including two-way audio and video and the ability to onboard patients. Service Availability will be calculated monthly using the following formula: Actual Availability divided by Expected Availability (expressed as a percentage).

## 2. Definitions

The following definitions will apply with respect to the calculation of Service Availability:

- (a) **"Actual Availability"** means (in minutes) Expected Availability minus Unpermitted Downtime.
- (b) **"Expected Availability"** means (in minutes) seven (7) days per week, twenty-four (24) hours per day.
- (c) **"Downtime"** means the time (in minutes) that users of the Service are not able to access the Service to perform the primary function of remote patient observation, including two-way audio and video and the ability to onboard patients, due to failure or malfunction.
- (d) **"Permitted Downtime"** includes Downtime relating to (i) Maintenance, (ii) the facilities, infrastructure, network, products or services of Customer (or any supplier, subcontractor or representative of Customer), (iii) the acts, omissions, products or services of a third party, (iv) the negligence, willful misconduct or breach of this Agreement by Customer, or (v) any other cause not within Collette Health's reasonable control.
- (e) **"Unpermitted Downtime"** means Downtime minus Permitted Downtime.
- (f) **"Maintenance"** means time (in minutes) that the Service are not accessible to Customer due to maintenance of the Services, including maintenance and upgrading of the Software and hardware used by Collette Health to provide the Service.
- (g) **"Service Credits"** are credits to which Customer is entitled if Actual Availability fails to meet the Service Availability standard during any calendar month.

### 3. Service Credits

The availability of the Service per calendar month and corresponding Service Credits are set forth in the table below:

Availability Level	SLA Credit as a Percentage of Total Monthly Fees in the Applicable Month
99.90% to 100%	0%
99.00% – 99.89%	3%
98.50% – 98.99%	5%
98.00% – 98.49%	10%
97.50%-97.99%	15%
< 97.50%	20%

If Actual Availability falls below the above standard during any calendar month, Collette Health will issue Customer a credit to Customer’s account in accordance with the table above. The credit is calculated by multiplying the credit rate (above) to Customer’s equivalent monthly service charge. This credit will be applied against Customer’s next invoice. In order for Customer to receive a credit on Customer’s account, Customer must request such credit in writing within thirty (30) business days after unavailability was experienced. Requests for credit should be sent to [contracts@collettehealth.com](mailto:contracts@collettehealth.com).

This Policy is subject to the terms of Customer’s agreement with Collette Health.