



CONNECTRIA SERVICE LEVEL AGREEMENT

PLEASE NOTE THAT ANY REMOTE MONITORING SERVICES, REMOTE MANAGEMENT SERVICES, MANAGED AMAZON WEB SERVICES SOLUTIONS OR MANAGED MICROSOFT AZURE SERVICES ARE ADDRESSED BY SEPARATE SERVICE LEVEL AGREEMENTS.

This Service Level Agreement ("SLA") details the support levels available in the Services and only applies to our managed services being provided by Connectria and supplements Connectria's Master Services Agreement (or other written agreement covering the same subject matter executed by Connectria) for the Services purchased by Customer (the "Agreement"). Capitalized terms not specifically defined in this SLA shall have the meaning as in the Agreement.

The provisions of Addendum 1 and its Schedule, which are attached hereto and incorporated herein by reference, shall only be applicable to the extent that all or any portion of the Services utilize the services or systems provided through **Amazon Web Services**.

The provisions of Addendum 2 and its Schedule, which are attached hereto and incorporated herein by reference, shall only be applicable to the extent that all or any portion of the Services utilize the services or systems provided through **Microsoft Azure Services**.

Connectria offers a Service Level Credit ("SLC") to you should we not meet our strict standards for reliability, security and support.

100% Network Uptime Guarantee

We guarantee that our network (which is defined as our routers, switches, cabling and Internet connectivity) will be available 100% of the time in a given calendar month. Should 100% network uptime not occur, we will refund 5% of your monthly service fees for those servers affected, for each 30 minutes of network downtime experienced up to 50% of the monthly service fees for your servers that are affected. Network downtime will be measured from the time when a Connectria trouble ticket is opened by you. This guarantee excludes any downtime caused by you; any scheduled downtime taken by us; the network interface card (NIC) within your server; firewalls; load balancers; security devices; packet loss outside of our network; network attacks including but not limited to Denial of Service (DoS) attacks; and any services or software running on your server(s).

Connectria Security Guarantee

Connectria's Security Operations Center guarantees round-the clock security monitoring for your Connectria Managed resources, as outlined in the SOW. Connectria's subject matter experts utilize best-of-breed tooling, security, and compliance practices to prevent security incidences in your environment. Should your environment get hacked or compromised regardless, Connectria will engage its resources to minimize downtime and TTR (time to resolution) from the moment a trouble ticket is opened until a security issue is contained, isolated, corrected or resolved. Downtime resulting from security incidents can be subject to a refund of up to 50% of your monthly fees for the affected environment. This Security Guarantee shall not apply if you disrupt or disable any of our security features, if you delay implementing recommended security practices, take any action or allow any action to be taken which compromises the security of the server.

Server & Cloud Computing Uptime Guarantee

We provide the following guarantees: A.) our server hardware for our computer platforms will be available 99.9% of the time in each month, and B.) our computer platforms will be available 99.99% in a given month. Should you not experience these uptime levels, we will refund to you 5% of your monthly service fees for each 30 minutes of downtime (up to 50% of your monthly service fees for the affected Dedicated Server, or Cloud Computing Solution). Downtime exists when your Dedicated Server or Cloud Computing Solution is unavailable due to hardware failure and is measured from the time the Dedicated Server or Cloud Computing Solution goes down until the time it is back online, excluding any scheduled downtime. These guarantees apply to all our Cloud Computing Solutions and only apply to Dedicated Servers that are supplied and supported by Connectria. Customer or third party supplied devices are excluded from this guarantee.

Hour Hardware Replacement Guarantee (Intel-Based Servers)

We will guarantee to replace any failed hardware components for any Dell, IBM/Lenovo or HP Intel-based servers provided by us with like or similar hardware at no cost to you within one hour of problem identification. If it takes us longer than one hour to replace any failed Dell, IBM/Lenovo or HP hardware component after problem identification, we will refund to you 5% of the monthly service fees for each 30 minutes of downtime (up to 50% of your monthly service fees for the affected server). This guarantee will include any hardware included within your Dell, IBM/Lenovo or HP server. This guarantee does not apply to replacing a failed disk drive that is RAID protected or a redundant power supply so long as the other RAID disk(s) or power supply are functioning properly. This guarantee also does not apply to any time required to rebuild a RAID disk array or the time required to restore or reload any software or data to the affected server.

100% Data Backup Guarantee

We will guarantee that if a physical server or virtual machine of yours and its data is protected by our Managed Services and being backed up by us (a "Protected Server"), (a) any data that we backup from a Protected Server will be restorable to the condition that it was backed up, and (b) if such data backup from a Protected Server is not restorable to what was backed up, we will refund to you 100% of the monthly Connectria Managed Services fees (for that month) for the Protected Server whose data backup was not restorable to its backed up condition. This 100% Data Backup Guarantee shall not apply if you disrupt or disable any of our data backup capabilities, or if you (through yourself or any other person or entity) take any action or refuse to take any action which compromises our ability to perform data backups. Should we restore backed up data to its prior state, which happened to be corrupted or unusable prior to us backing it up, then this 100% Data Backup Guarantee shall not apply.

Incident Response Times



The Priority Level of a Services Ticket is defined by Customer and includes one of the following priority codes. Emergency Priority problem escalation times are measured in calendar hours, 24 hours per day, 7 days per week. Tickets are defaulted to Medium Priority (Within 1 Business Day) if Priority Level is not specified.

Priority Level and Description	Problem Reporting Mechanism	Status Update Interval
<p><u>EMERGENCY PRIORITY: (IMMEDIATE RESPONSE)</u> Customer’s environment is down, causing critical impact to business operations if service is not restored quickly. No workaround is available. Connectria’s Network Operations Center (NOC) and Customer are willing to commit substantial resources to resolve the situation. Connectria will provide Customer a status update every two hours until the problem is resolved or an acceptable workaround is found. (Customer is not to rely on electronic mail to submit EMERGENCY PRIORITY problems to Connectria NOC. Customer is only to telephone the Connectria NOC directly).</p>	<p>Telephone Call To NOC Or Support Ticket (No E-Mail)</p>	<p>2 hours</p>
<p><u>HIGH PRIORITY: (RESPONSE WITHIN 4 HOURS)</u> Customer’s environment is severely degraded, impacting significant aspects of your business operations. No workaround is available. Connectria’s NOC and Customer are willing to commit full-time resources as necessary to resolve the situation. Connectria will provide Customer a status update every four hours until the problem is resolved or an acceptable workaround is found. (Customer is not to rely on electronic mail to submit HIGH PRIORITY problems to Connectria’s NOC. Customer is only to telephone Connectria’s NOC directly).</p>	<p>Telephone Call To NOC Or Support Ticket (No E-Mail)</p>	<p>4 hours</p>
<p><u>MEDIUM PRIORITY: (RESPONSE WITHIN 1 BUSINESS DAY)</u> The environment and/or functionality are noticeably impaired, but most business operations continue. Connectria will provide Customer a status update every day until the problem is resolved or an acceptable workaround is found.</p>	<p>Telephone Call To NOC Or Support Ticket (No E-Mail)</p>	<p>Daily</p>
<p><u>LOW PRIORITY: (RESPONSE WITHIN 3 BUSINESS DAYS):</u> Customer requires information or assistance on a Connectria NOC service that is not critical to correcting a production problem, or any other non-immediate task. Connectria will provide Customer a status update every week until the problem is resolved or an acceptable workaround is found.</p>	<p>Telephone Call To NOC Or Support Ticket (No E-Mail)</p>	<p>Weekly</p>

If Connectria fails to meet the response time guaranties above, Customer shall be entitled to a credit of \$250 per event, up to 50% of its monthly recurring fee for the affected server or component for any calendar month. The response time guaranties stated above do not apply to support requests made via email.

Emergency and High SLAs are calculated based on 24/7/365 availability and response by Connectria. Medium and Low Priority SLAs are calculated based on Mon-Friday 7am – 7pm CST/CDT. Incident response time SLAs are suspended during times when Connectria is waiting for input or action by the Customer.

To receive a SLC for any guarantee, you must open a Connectria Support Ticket requesting a SLC within 45 days of the incident in question.

WE AND YOU AGREE THAT ANY SLC IS OUR SOLE LIABILITY AND YOUR SOLE AND EXCLUSIVE REMEDY FOR ANY FAILURE BY US TO MEET THE SERVICE LEVELS SET FORTH IN THIS SERVICE LEVEL AGREEMENT AND OTHERWISE WITH RESPECT TO ANY OF OUR SERVICES.



ADDENDUM 1 - AMAZON WEB SERVICES

The provisions of this Addendum 1 shall only be applicable to the extent that all or any portion of the Services utilize the services or systems provided through Amazon Web Services.

1. Each of the following terms shall have the respective meanings set forth below, whether employed in the singular or plural, unless the particular context in which a term is used clearly indicates otherwise.
 - a. "AWS" means Amazon Web Services, Inc., or its successors and assigns.
 - b. "AWS Agreements" means the AWS Customer License Terms and the AWS Customer Agreement.
 - c. "AWS AUP" means AWS' Acceptable Use Policy, which is currently available at <http://aws.amazon.com/aup>, as it may be updated by AWS from time to time.
 - d. "AWS Services" means any of the Services with respect to services or systems provided by Amazon through AWS. Certain definitions in the Agreement are modified as follows:
 - i. All references to the Agreement shall also include the AWS AUP, Amazon Web Services SLA, which is attached hereto as Schedule 1 ("Service Level Agreement for Managed Amazon Web Services"), the AWS Customer License Terms, the AWS Customer Agreement and any other documents incorporated or referenced in any of the foregoing.
 - ii. The reference to "our facilities" is replaced with "our facilities or AWS' facilities", in the definition of Applicable Servers in Exhibit A to the MSA.
2. If Connectria is reselling AWS to you, without limiting any other right or remedy we may have, you agree that we may suspend Services to you without notice and without liability: (a) immediately if any violation by you of the AWS Customer License Terms or the AWS Customer Agreement gives AWS the right to terminate or suspend your access to or use of the AWS Services, (b) immediately if (i) we or AWS believe that the AWS Services are being used in violation of the AWS AUP or (ii) if you fail to cooperate with any investigation by us or AWS of any suspected violation of the AWS AUP, (c) immediately if there is a denial of service attack on your AWS Service or other event for which we or AWS believe that the suspension of AWS Services is necessary to protect AWS' network or AWS' other customers, and/or (d) as requested by a law enforcement or a Governmental Authority. Information stored by you within the AWS Services will be unavailable during a suspension of Services. If we or AWS suspend Services to you, such suspension shall be limited to the greatest extent that we or AWS deem necessary to prevent continuation of the event causing such suspension.
3. We will, for the duration of any applicable SOW, take such action as is required of us so that you receive the AWS Services except to the extent such failure to act is attributable to your failure to act or your violation of the terms of the AWS Customer License Terms, the AWS AUP or the AWS Customer Agreement.
4. By entering into the Agreement, you acknowledge and agree that your use of the AWS Services is subject to the AWS Customer License Terms, a separate agreement between you and Amazon Web Services, Inc., a current version of which is located at <http://aws.amazon.com/solutions/solution-providers/program/reseller/customerterms/>. You will confirm your agreeing to such agreements by providing evidence to us that you have either clicked on said site to accept or by providing us with a signed agreement, with the AWS Customer License Terms attached. You also agree to abide by the AWS Customer Agreement, a current version of which is located at <http://aws.amazon.com/agreement/>. You will confirm your agreeing to such agreement by providing evidence to us that you have clicked on said site to accept.
5. Except as provided in an applicable Service Level Agreement, notwithstanding anything contained in the Agreement to the contrary we shall have no liability for any damages incurred by you due to a breach of security except to the extent such damages were caused by our willful misconduct (which does not include the willful misconduct of AWS). We have no liability or responsibility for any damages caused by the acts, omissions, or willful misconduct of AWS. You agree to use reasonable security precautions in connection with your use of the AWS Services. You shall not take any action or install any software which may preclude or impair our ability to deliver our Services to you.
6. Notwithstanding anything contained in this Agreement to the contrary, you agree that we shall have no liability for loss of any Data stored by you using the AWS Services except to the extent caused by our willful misconduct, or except as expressly provided in an applicable Service Level Agreement.
7. You acknowledge that you have read the AWS AUP and have agreed to comply with the AWS AUP, as it may be modified from time to time by AWS. We have no obligation to inform you of any changes in the AWS AUP.
8. Following the commencement of the AWS Services and our Services, monthly recurring fees for such AWS Services shall be invoiced to you at the end of each month (or charged to your credit card if applicable), approximately 3-7 Business Days after the close of the monthly billing cycle by AWS, and said charges are due upon receipt. Invoices for other recurring and non-recurring fees, if any, for our Services are due upon receipt and shall be invoiced at the end of each month, (or charged to your credit card, if applicable) immediately following the month they were incurred.
9. You understand that AWS's invoicing and billing methods are complicated and lengthy. Notwithstanding anything in the Agreement, you agree not to withhold payment to us as it relates to any charges billed by us for our Services or AWS's Services, and you agree to pay us the amounts billed by us to you for the AWS Services that we resell to you and for our Services as well. In the event you believe there is an error in AWS's charges for the AWS Services, we (you and us) will work cooperatively with AWS to attempt to correct any billing errors, but you may not withhold any payments to us, including payments for the AWS Services, should such a scenario occur.
10. We may also terminate the Agreement immediately if (i) you violate the AWS Customer License Terms or the AWS Customer Agreement, and



such violation gives AWS the right to terminate your access to or use of the AWS systems or services or (ii) if we or AWS believe that you are in violation of, or have violated, the AWS AUP and said violation is not cured within the timeframes to cure said violations contained or described in the AWS AUP.

11. The provisions of Section 4.6 (Termination Assistance) and Section 10.5 (Acceptable Use Policy) of the MSA shall not be applicable with respect to the provision of the AWS Services only.

12. We also make no representations, warranties or guarantees to you with respect to the specifications, features or capabilities of any services, products or systems provided by AWS.

13. In clause 6.1 of Section 6 (Limitation of Liability) of the MSA, the reference to the amount of fees paid by you shall exclude any fees for services provided by AWS.

14. Subject to the terms and conditions of the Agreement including but not limited to Section 6 (Limitation of Liability) of the MSA, you agree to indemnify, defend and hold each Connectria harmless from and against any and all claims and costs that any you, Your Parties or your end users may incur or may be subject under any theory of legal liability to the extent arising out of or related to (i) a breach or violation of the AWS Customer License Terms and/or the AWS Customer Agreement by you, or by any allegation which, if true, would constitute a breach of the AWS Customer License Terms or the AWS Customer Agreement by you, and/or (ii) your use of AWS services, systems or servers.

15. We do not claim any ownership of any Data which you store on AWS, and nothing in the Agreement shall transfer ownership of such Data to us. You do not acquire any ownership interest or rights to possess (i) our equipment or software utilized by us in providing the Services or the AWS Services to you, or (ii) AWS's equipment or software. You agree that you do not have any right of physical access to all or any of such property.

16. Prior to storing PHI with AWS that we have access to, you agree to notify us of the same, and you and we shall enter into a BAA on mutually agreeable terms.

17. All AWS log-in credentials and private keys generated by Connectria for your use will be delivered by secure means including delivery via the Connectria Customer Portal. Credentials will be delivered upon completion of the environment build-out.

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**SCHEDULE 1 TO ADDENDUM 1
SERVICE LEVEL AGREEMENT FOR MANAGED AMAZON WEB SERVICES**

This SLA applies to our Managed Amazon Web Services solutions only ("AWS Services"), and to no other services provided by Connectria. We offer a Service Level Credit ("SLC") to you should we not meet our strict standards for reliability, security and support.

Connectria shall offer Service Level Credits ("SLC") to Customer should we not meet our standards for reliability, security and support as follows:

Amazon Service Credits

Should Connectria receive Service Level Credits from Amazon on behalf of Customer due to Amazon not meeting its published Service Level Agreements specifically tied to Customer's use of AWS, Connectria shall pass those credits through to Customer.

100% Secure Guarantee

Connectria will guarantee that if an AWS EC2 Instance is managed by Connectria (a "Managed Instance"), (a) such Managed Instance will not get hacked or compromised, and (b) if such Managed Instance gets hacked or compromised, Connectria will refund to Customer 5% of the monthly 24/7 AWS Management Fees paid to Connectria for the hacked or compromised Managed Instance for each 30 minutes of downtime associated with correcting the security issue (up to 50% of your monthly fees for the affected Managed Instance). Downtime shall be measured from the time Customer opens a support ticket and such time as the security issue is contained, isolated, corrected or resolved. This guarantee shall only apply so long as Customer or any entity engaged, authorized, or allowed by Customer to access the Managed Instance does not disrupt or disable any of Connectria's security features, nor take any action or allow any action to be taken which compromises the security of the Managed Instance.

100% Uptime Guarantee

Connectria will guarantee that if an AWS EC2 & RDS instance is managed by Connectria (a "Managed Instance") and Customer and Connectria have agreed to implement and operate the Managed Instance according to Amazon's Best Practices for Fault-Tolerance and High-Availability (the "HA Managed Instance") as found at: http://media.amazonwebservices.com/architecturecenter/AWS_ac_ra_ftha_04.pdf such that the Managed Instance is replicated into another Amazon Web Services Availability Zone ("AWS AZ"), Connectria shall guarantee that the HA Managed Instance shall be available 100% of the time. Should Customer not experience these uptime levels, we will refund Customer 5% of the monthly managed service fees (charged by Connectria for our specific Managed Services and not any Amazon fees) for each 30 minutes of downtime (up to 50% of your monthly service fees for the affected HA Managed Instance. Downtime exists when your HA Managed Instance is unavailable and is measured from the time the HA Managed Instance goes down until the time it is back online, excluding any scheduled downtime or time required to failover to the alternate AWS AZ. These guarantees do not apply to: i.) any software or operating system related issues; or ii.) Managed Instances that are not HA Managed Instances, this guarantee does not apply should Amazon experience an outage that affects multiple Amazon Web Services Availability Zones or any other Amazon Web Services issue outside of the control of Connectria.

100% Data Backup Guarantee

We will guarantee that if an instance of yours, and its EBS data, is protected by our Managed Services and being backed up by us, (a) any data backups we take will be restorable to the condition that it was backed up, and (b) if such instance's data backup is not restorable to what was backed up, we will refund to you 100% of the monthly Connectria Managed Services fees (for that month) for the instance whose data backup was not restorable to its backed up condition. This guarantee shall only apply so long as you do not disrupt or disable any of our data backup capabilities, nor take any action or allow any action to be taken which compromises our ability to perform data backups. Should Connectria restore backed up data to its prior state, which happened to be corrupted or unusable prior to us backing it up, then this guarantee shall not apply.

Incident Response Times

The Priority Level of a Services Ticket is defined by Customer and includes one of the following priority codes. Emergency Priority problem escalation times are measured in calendar hours, 24 hours per day, 7 days per week. Tickets are defaulted to Medium Priority (Within 1 Business Day) if Priority Level is not specified.

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Priority Level and Description	Problem Reporting Mechanism	Status Update Interval
<p><u>EMERGENCY PRIORITY: (IMMEDIATE RESPONSE)</u> Customer’s environment is down, causing critical impact to business operations if service is not restored quickly. No workaround is available. Connectria’s Network Operations Center (NOC) and Customer are willing to commit substantial resources to resolve the situation. Connectria will provide Customer a status update every two hours until the problem is resolved or an acceptable workaround is found. (Customer is not to rely on electronic mail to submit EMERGENCY PRIORITY problems to Connectria NOC. Customer is only to telephone the Connectria NOC directly).</p>	<p>Telephone Call To NOC Or Support Ticket (No E-Mail)</p>	<p>2 hours</p>
<p><u>HIGH PRIORITY: (RESPONSE WITHIN 4 HOURS)</u> Customer’s environment is severely degraded, impacting significant aspects of your business operations. No workaround is available. Connectria’s NOC and Customer are willing to commit full-time resources as necessary to resolve the situation. Connectria will provide Customer a status update every four hours until the problem is resolved or an acceptable workaround is found. (Customer is not to rely on electronic mail to submit HIGH PRIORITY problems to Connectria’s NOC. Customer is only to telephone Connectria’s NOC directly).</p>	<p>Telephone Call To NOC Or Support Ticket (No E-Mail)</p>	<p>4 hours</p>
<p><u>MEDIUM PRIORITY: (RESPONSE WITHIN 1 BUSINESS DAY)</u> The environment and/or functionality are noticeably impaired, but most business operations continue. Connectria will provide Customer a status update every day until the problem is resolved or an acceptable workaround is found.</p>	<p>Telephone Call To NOC Or Support Ticket (No E-Mail)</p>	<p>Daily</p>
<p><u>LOW PRIORITY: (RESPONSE WITHIN 3 BUSINESS DAYS):</u> Customer requires information or assistance on a Connectria NOC service that is not critical to correcting a production problem, or any other non-immediate task. Connectria will provide Customer a status update every week until the problem is resolved or an acceptable workaround is found.</p>	<p>Telephone Call To NOC Or Support Ticket (No E-Mail)</p>	<p>Weekly</p>

If Connectria fails to meet the response time guaranties above, Customer shall be entitled to a credit of \$250 per event, up to 50% of its monthly recurring fee for the affected server or component for any calendar month. The response time guaranties stated above do not apply to support requests made via email.

Emergency and High SLAs are calculated based on 24/7/365 availability and response by Connectria. Medium and Low Priority SLAs are calculated based on Mon-Friday 7am – 7pm CST/CDT. Incident response time SLAs are suspended during times when Connectria is waiting for input or action by the Customer.

To receive a SLC for any guarantee, you must open a Connectria Support Ticket requesting a SLC within 45 days of the incident in question.

WE AND YOU AGREE THAT ANY SLC IS OUR SOLE LIABILITY AND YOUR SOLE AND EXCLUSIVE REMEDY FOR ANY FAILURE BY US TO MEET THE SERVICE LEVELS SET FORTH IN THIS SERVICE LEVEL AGREEMENT AND OTHERWISE WITH RESPECT TO ANY OF OUR SERVICES.

ADDENDUM 2 – MICROSOFT AZURE

The provisions of this Addendum 2 shall only be applicable to the extent that all or any portion of the Services utilize the services or systems provided through Microsoft utilizing the Microsoft Azure Services.

1. Each of the following terms shall have the respective meanings set forth below, whether employed in the singular or plural, unless the particular context in which a term is used clearly indicates otherwise.
 - a. "Azure Services" mean the portion of the Services that utilize the services or systems provided through Microsoft utilizing the Microsoft Azure Services.
 - b. "Microsoft" means Microsoft Corporation and its subsidiaries and affiliates, and/or their respective successors and assigns.
 - c. "Microsoft Azure Agreements" means the Microsoft Online Subscription Agreement, the Microsoft Volume Licensing Online Service Terms (OST), the Microsoft Service Level Agreements for the Microsoft Azure Services which you are using, the Microsoft Online Services Privacy Statement, the Microsoft Offer Details for your Microsoft Azure Subscription or Renewal, and any other agreements or terms and conditions referenced in those documents to the extent applicable.
 - d. "Microsoft Azure Services" means one or more of the Microsoft services and features identified at <http://azure.microsoft.com/en-us/services>, except where identified as licensed separately. Certain definitions in the Agreement are modified as follows:
 - i. All references to the Agreement shall include the SLA for Connectria's Managed Microsoft Azure Services, which is attached hereto as Schedule 1 ("Service Level Agreement for Managed Microsoft Azure Services"), and any other documents incorporated or referenced in any of the foregoing (together, the "Agreement").
 - ii. The reference to "our facilities" is replaced with "our facilities or Microsoft's facilities", in the definition of Applicable Servers in Exhibit A to the Agreement.
2. If Connectria is reselling all or any portion of the Microsoft Azure Services to you, without limiting any other right or remedy we may have, you agree that we may terminate or suspend the provision of the Azure Services to you without notice and without liability if any condition outlined within the Microsoft Azure Agreements gives Microsoft the right to terminate or suspend your access to or use of the Microsoft Azure Services. Information stored by you within the Azure Services or the Microsoft Azure Services will be unavailable during a termination or suspension of Services. If we or Microsoft suspend your use of the Azure Services or Microsoft Azure Services, such suspension shall be limited to the greatest extent that we or Microsoft deem necessary to prevent continuation of the event causing such suspension.
3. We will, for the duration of any applicable SOW, take such action as is required of us so that you receive the Azure Services except to the extent such failure to act is attributable to your failure to act or your violation of the terms of the Microsoft Azure Agreements.
4. By entering into the Agreement, you acknowledge and agree that your use of the Microsoft Azure Services is subject to the Microsoft Azure Agreements, current versions of which are located at <http://azure.microsoft.com/>.
5. Except as provided in an applicable Service Level Agreement, notwithstanding anything contained in the Agreement to the contrary we shall have no liability for any damages incurred by you due to a breach of security except to the extent such damages were caused by our willful misconduct (which does not include the willful misconduct of Microsoft Corporation). We have no liability or responsibility for any damages caused by the acts, omissions or willful misconduct of Microsoft. You agree to use reasonable security precautions in connection with your use of the Azure Services or Microsoft Azure Services. You shall not take any action or install any software which may preclude or impair our ability to deliver our Services to you.
6. Notwithstanding anything contained in this Agreement to the contrary, you agree that we shall have no liability for loss of any Data stored by you using the Microsoft Azure Services except to the extent caused by our willful misconduct, or except as expressly provided in an applicable Service Level Agreement.
7. Following the commencement of the Microsoft Azure Services and our Services, monthly recurring fees for such Microsoft Azure Services shall be invoiced to you at the end of each month (or charged to your credit card if applicable), approximately 3-7 Business Days after the close of the monthly billing cycle by Microsoft, and said charges are due upon receipt. Invoices for other recurring and non-recurring fees, if any, for our Services are due upon receipt and shall be invoiced at the end of each month, (or charged to your credit card, if applicable) immediately following the month they were incurred.
8. You understand that invoicing and billing methods for cloud services in general can be complicated and lengthy. Notwithstanding anything in the Agreement, you agree not to withhold payment to us as it relates to any charges billed by us for our Services or the Microsoft Azure Services, and you agree to pay us the amounts billed by us to you for the Microsoft Azure Services that we resell to you and for our Services as well. In the event you believe there is an error in the charges for the Microsoft Azure Services, we (you and us) will work cooperatively with Microsoft to attempt to correct any billing errors, but you may not withhold any payments to us, including payments for the Microsoft Azure Services, should such a scenario occur.
9. The provisions of Section 4.6 (Termination Assistance) and 10.5 (Acceptable Use Policy) of the MSA shall not be applicable with respect to the provision of the Azure Services only.



10. We also make no representations, warranties, or guarantees to you with respect to the specifications, features or capabilities of any of the Microsoft Azure Services.

11. In clause 6.1 of Section 6 (Limitation of Liability) of the MSA, the reference to the amount of fees paid by you shall exclude any fees for services provided by Microsoft.

12. Subject to the terms and conditions of the Agreement including but not limited to Section 6 (Limitation of Liability) of the MSA, you agree to indemnify, defend and hold Connectria harmless from and against any and all claims and costs that you, Your Parties or your end users may incur or may be subject under any theory of legal liability to the extent arising out of or related to (i) a breach or violation of the Microsoft Azure Agreements by you, or by any allegation which, if true, would constitute a breach of the Microsoft Azure Agreements by you, and/or (ii) your use of the Microsoft Azure Services.

13. We do not claim any ownership of any Data which you store on Microsoft Azure Services, and nothing in the Agreement shall transfer ownership of such Data to us. You do not acquire any ownership interest or rights to possess (i) our equipment or software utilized by us in providing the Services or the Microsoft Azure Services to you, or (ii) Microsoft's equipment or software used in providing the Microsoft Azure Services. You agree that you do not have any right of physical access to all or any of such property.

14. Prior to storing PHI within Microsoft that we have access to, you agree to notify us of the same, and you and we shall enter into a BAA on mutually agreeable terms.

15. All log-in credentials and private keys generated by Connectria for your use in connection with the Azure Services or Microsoft Azure Services will be delivered by secure means including delivery via the Connectria Customer Portal. Credentials will be delivered upon completion of the environment build-out, if applicable.

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**SCHEDULE 1 TO ADDENDUM 2
SERVICE LEVEL AGREEMENT FOR MANAGED MICROSOFT AZURE SERVICES**

This SLA applies to our Managed Microsoft Azure Services solutions only (“Azure Services”), and to no other services provided by Connectria. We offer a Service Level Credit (“SLC”) to you should we not meet our strict standards for reliability, security and support. Connectria shall offer Service Level Credits (“SLC”) to Customer should we not meet our standards for reliability, security and support as follows:

Azure Service Credits

Should Connectria receive Service Level Credits from Microsoft on behalf of Customer due to Microsoft not meeting its published Service Level Agreements specifically tied to Customer’s use of the Microsoft Azure Services, Connectria shall pass those credits through to Customer.

100% Secure Guarantee

Connectria will guarantee that if an Azure Virtual Machine (“Azure VM”) is managed by Connectria (a “Managed VM”), (a) such Managed VM will not get hacked or compromised, and (b) if such Managed VM gets hacked or compromised, Connectria will refund to Customer 5% of the monthly 24/7 Azure Management Fees paid to Connectria for the hacked or compromised Managed VM for each 30 minutes of downtime associated with correcting the security issue (up to 50% of your monthly fees for the affected Managed VM). Downtime shall be measured from the time Customer opens a support ticket and such time as the security issue is contained, isolated, corrected or resolved. This guarantee shall only apply so long as Customer or any entity engaged,

authorized or allowed by Customer to access the Managed VM does not disrupt or disable any of Connectria’s security features, nor take any action or allow any action to be taken which compromises the security of the Managed VM.

100% Uptime Guarantee

Connectria will guarantee that if a VM is managed by Connectria (a “Managed VM”) and Customer and Connectria have agreed to implement and operate the Managed VM according to Azure’s Best Practices for Fault- Tolerance and High-Availability (the “HA Managed VM”) as found at: <https://docs.microsoft.com/en-us/azure/architecture/high-availability/building-solutions-for-high-availability> such that the Managed VM is replicated into another Azure Region, Connectria shall guarantee that the HA Managed VM shall be available 100% of the time. Should Customer not experience these uptime levels, we will refund Customer 5% of the monthly managed service fees (charged by Connectria for our specific Managed Services and not any Azure fees) for each 30 minutes of downtime (up to 50% of your monthly service fees for the affected HA Managed VM. Downtime exists when your HA Managed VM is unavailable and is measured from the time the HA Managed VM goes down until the time it is back online, excluding any scheduled downtime or time required to failover to the alternate Azure Region. These guarantees do not apply to: i.) any software or operating system related issues; or ii.) Managed VM’s that are not HA Managed VM’s, this guarantee does not apply should Azure experience an outage that affects multiple Azure Regions or any other Azure issue outside of the control of Connectria.

100% Data Backup Guarantee

We will guarantee that if a VM of yours, and its managed disk, is protected by our Managed Services and being backed up by us, (a) any data backups we take will be restorable to the condition that it was backed up, and (b) if such VM’s data backup is not restorable to what was backed up, we will refund to you 100% of the monthly Connectria Managed Services fees (for that month) for the VM whose data backup was not restorable to its backed up condition. This guarantee shall only apply so long as you do not disrupt or disable any of our data backup capabilities, nor take any action or allow any action to be taken which compromises our ability to perform data backups. Should Connectria restore backed up data to its prior state, which happened to be corrupted or unusable prior to us backing it up, then this guarantee shall not apply.

Incident Response Times

The Priority Level of a Services Ticket is defined by Customer and includes one of the following priority codes. Emergency Priority problem escalation times are measured in calendar hours, 24 hours per day, 7 days per week. Tickets are defaulted to Medium Priority (Within 1 Business Day) if Priority Level is not specified.

Priority Level and Description	Problem Reporting Mechanism	Status Update Interval
<p><u>EMERGENCY PRIORITY: (IMMEDIATE RESPONSE)</u> Customer’s environment is down, causing critical impact to business operations if service is not restored quickly. No workaround is available. Connectria’s Network Operations Center (NOC) and Customer are willing to commit substantial resources to resolve the situation. Connectria will provide Customer a status update every two hours until the problem is resolved or an acceptable workaround is found. (Customer is not to rely on electronic mail to submit EMERGENCY PRIORITY problems to Connectria NOC. Customer is only to telephone the Connectria NOC directly).</p>	<p>Telephone Call To NOC Or Support Ticket (No E-Mail)</p>	<p>2 hours</p>
<p><u>HIGH PRIORITY: (RESPONSE WITHIN 4 HOURS)</u> Customer’s environment is severely degraded, impacting significant aspects of your business operations. No workaround is available. Connectria’s NOC and Customer are willing to commit full-time resources as necessary to resolve the situation. Connectria will provide Customer a status update every four hours until the problem is resolved or an acceptable workaround is found. (Customer is not to rely on electronic mail to submit HIGH PRIORITY problems to Connectria’s NOC. Customer is only to telephone Connectria’s NOC directly).</p>	<p>Telephone Call To NOC Or Support Ticket (No E-Mail)</p>	<p>4 hours</p>
<p><u>MEDIUM PRIORITY: (RESPONSE WITHIN 1 BUSINESS DAY)</u> The environment and/or functionality are noticeably impaired, but most business operations continue. Connectria will provide Customer a status update every day until the problem is resolved or an acceptable workaround is found.</p>	<p>Telephone Call To NOC Or Support Ticket (No E-Mail)</p>	<p>Daily</p>
<p><u>LOW PRIORITY: (RESPONSE WITHIN 3 BUSINESS DAYS);</u> Customer requires information or assistance on a Connectria NOC service that is not critical to correcting a production problem, or any other non-immediate task. Connectria will provide Customer a status update every week until the problem is resolved or an acceptable workaround is found.</p>	<p>Telephone Call To NOC Or Support Ticket (No E-Mail)</p>	<p>Weekly</p>

If Connectria fails to meet the response time guaranties above, Customer shall be entitled to a credit of \$250 per event, up to 50% of its monthly recurring fee for the Managed VM for any calendar month. The response time guaranties stated above do not apply to support requests made via email.

Emergency and High SLAs are calculated based on 24/7/365 availability and response by Connectria. Medium and Low Priority SLAs are calculated based on Mon-Friday 7am – 7pm CST/CDT. Incident response time SLAs are suspended during times when Connectria is waiting for input or action by the Customer.

To receive a SLC for any guarantee, you must open a Connectria Support Ticket requesting a SLC within 45 days of the incident in question.

WE AND YOU AGREE THAT ANY SLC IS OUR SOLE LIABILITY AND YOUR SOLE AND EXCLUSIVE REMEDY FOR ANY FAILURE BY US TO MEET THE SERVICE LEVELS SET FORTH IN THIS SERVICE LEVEL AGREEMENT AND OTHERWISE WITH RESPECT TO ANY OF OUR SERVICES