



# E-Billing Services Services Level Agreement

This Exhibit sets forth the operational standards, support, and response standards provided by Elite to Customers for eBillingHub and Elite Validate [**"E-Billing Services"**], during the term of the subscription [**"Customer"**].

## 1. OPERATIONAL STANDARDS; MAINTENANCE SCHEDULE

### 1.1 AVAILABILITY

Elite will use reasonable efforts to make the E-Billing Services available for Customer's use at least 99.9% of the time during each calendar month except for time the E-Billing Services are not available due to the following items (i) through (vii) ("Service Exclusions"): (i) Scheduled Maintenance described in Section 1.2 of this Service Level Agreement, (ii) failure, interruption, outage, or other problem with any infrastructure not supplied by Elite, including, hardware, software, system, network, facility, or other component (for the avoidance of doubt, cloud hosting for the E-Billing Services is supplied by Elite), (iii) failure of internet connectivity not supplied by Elite, (iv) any force majeure event, (v) suspension or termination of the E-Billing Services pursuant to the Agreement, (vi) misuse of, or unauthorized change to the E-Billing Services by Customer, any of its users, employees, vendors, contractors or agents (each a "Customer User"), or any third party using the credentials of any Customer User, or (vii) failure of any Customer User to modify use after notification by Elite to Customer to modify use of the E-Billing Services (the "Availability Requirement").

For purposes of the Availability Requirement, the E-Billing Services shall be considered available unless: (i) the login page is generally unavailable, or (ii) if users can login but the majority of the material functionality of E-Billing Services is not functioning for all users who have access to such functionality. The Availability Requirement only applies to the live production environment, it does not apply to non-production environments, including but not limited to preview, or disaster recovery.

Actual E- Billing Services availability shall be measured as a percentage in accordance with the following formula:

Service Availability % =  $((MP-SD) \times 100)/MP$  (represented as an exact number to 1 decimal place) where:

- MP = total number of minutes, excluding minutes associated with Service Exclusions, within the relevant calendar month; and
- SD =total number of minutes the E-Billing Services are not available beginning from the time Customer submits a support service request pursuant to Section 2 of this Service Level Agreement and ending when the E-Billing Services becomes available, excluding Service Exclusions, in the relevant calendar month.

### 1.2 SCHEDULED MAINTENANCE

"Scheduled Maintenance" is maintenance and support in the E-Billing Services production environment performed within the timeframes noted below, including, but not limited to: (i) the provisioning or removal of all or a portion of the E-Billing Services as the result of changes in the Customers' subscriptions, (ii) product updates, (iii) architecture or technology changes, (iv) performance and load rebalancing, (v) system or security updates, and (vi) non-product update related maintenance (i.e., restarts). Scheduled Maintenance may cause all or a portion of the E- Billing Services production environment to be unavailable.

Scheduled Maintenance (times below will conform to Daylight Savings as appropriate):

- Any day from 11.00 pm to 7.00 am US Eastern Time

Elite shall provide Customer notice of any Scheduled Maintenance that may have a material impact on Customer.

More significant Scheduled Maintenance may be required during a weekend and Elite will provide Customer with advanced notice of any such Scheduled Maintenance.

### 1.3 UNSCHEDULED MAINTENANCE

“Unscheduled Maintenance” is maintenance and support of the E-Billing Services production environment not performed within the timeframes noted for Scheduled Maintenance, including, but not limited to: (i) urgent fixes and updates for issues that materially affect daily operations and need prompt resolution, (ii) urgent architecture or technology changes, (iii) urgent performance and load rebalancing, and (iv) urgent system or security updates. Unscheduled Maintenance may cause all or a portion of E-Billing Services production environment to be unavailable.

## 2. CUSTOMER SUPPORT

Customers can contact the eBillingHub Support Team directly within the eBillingHub application, via the the Customer Portal at <https://customerportal.elite.com>, by contacting your support team via phone at 1-888-252-2607, or via email at [support@ebillinghub.com](mailto:support@ebillinghub.com).

Support is available during the business hours set forth below depending on the eBillingHub support team supporting Customer (“Business Hours”):

- Global E-Billing Services Monday – Friday 2:00 am to 9:00 pm Eastern Time, excluding US/Canada/Philippines holidays.

### 2.1 CUSTOMER SUPPORT

- Service requests are assigned to the appropriate support analyst.
- Support will make every effort to attempt to resolve the service request in a timely manner. Resolutions may include: product education, referral to product documentation, assistance with resolving error messages and basic data issues.

### 2.2 SUPPORT ESCALATION

If the service request cannot be resolved by the assigned analyst initially, it will be referred to a more senior support analyst on the topic being addressed. An open action item will appear on the service request that is assigned to the appropriate support queue or referred directly to the senior analyst. If the service request cannot be resolved by the senior support analyst or the problem is determined to be an issue (i.e., bug or enhancement request), the service request is referred/assigned to the appropriate development team.

- The support team will continue to act as a liaison between the development team and the Customer for addressing and resolving any issues that are escalated.
- After the problem has been escalated, the service request will be prioritized based on the urgency of the service request; prioritization will be set during weekly meetings held with the development team.

### 3. PRIORITY & RESPONSE STANDARDS

#### 3.1 SUPPORT RESPONSE TIMES

Unless otherwise agreed, Elite will respond to support requests as follows during availability as described in Section '2. Support' of this Service Level Agreement.

Priority Level (as set by Elite standards)	Initial Response Time for US, Canada, Australia, and Europe For all other regions, as soon as an analyst is available.	Support Obligation
Urgent – System Down  (A crisis impacts customer's ability to conduct business and no procedural workaround exists. See section '1.1 Availability'.)	Within 1 hour of initial Customer notification or Elite detection. Elite recommends that Customer calls the toll-free number to speak directly with a support analyst rather than opening the case via Customer Portal.	Communication plan to be mutually agreed upon by the parties upon initial contact, with updates to be provided at least hourly unless otherwise agreed by the parties. Continuous good faith efforts until the problem is resolved or a reasonable work-around is achieved.
High  (A high impact problem indicates significant business impact to Customer. The program is usable but is severely limited.)	Within 2 hours of initial notification.	Reasonable efforts to correct the reported error.
Medium  (A moderate impact problem, non-critical functionality loss or a reasonable workaround to the problem has been provided. A 'fix' may be provided in a future release.)	Within 2 hours of initial notification.	Elite shall provide a substantive response or additional questions that Elite needs answered prior to proceeding.  If the problem results in the identification of a system bug or error, the issue shall be escalated to the appropriate Elite department with reasonable efforts to correct the reported error as appropriate.
Low  (A low impact problem is a 'how to' or an advisory question.)	Within 1 business day of initial notification.	A reasonable response or direction will be provided.

#### 3.2 LIMITATIONS

Elite's obligations to address problems and correct errors shall be limited to issues that affect Customer's ability to utilize the E-Billing Services according to the user documentation provided by Elite to Customer. Except as set out in the Agreement, the support services do not include: (i) visits to Customer's site, or (ii) any services for any third-party equipment or software. In addition, Elite has no obligation to correct any error resulting from a failure by Customer to implement any third-party software modification or upgrade recommended by Elite. Elite is not required to provide support to the extent that the problem is caused by Customer's failure to adhere to instructions, or events beyond the reasonable control of Elite.

#### **4. UPDATES**

Updates (“Updates”) shall mean any periodic software releases which may be provided to Customer as part of support services including enhancements and/or problem corrections and any release notes. Updates for the E-Billing Services will be provided during the term at no additional charge and will be deemed part of E-Billing Services applied at Elite’s discretion.

#### **5. TRAINING & SUPPORT MATERIALS**

Various reference materials are available in electronic format via the online help pages available for the E-Billing Services and via the

Knowledge Base (accessible via the Customer Portal website). In addition, Elite may provide various training sessions for Customer’s internal users.

#### **6. CHANGES**

Elite can modify this Service Level Agreement by giving Customer at least 90 days prior notice. Notwithstanding anything to the contrary contained in the Agreement this Exhibit supersedes and replaces any prior service level agreements between the parties with regard to the E-Billing Services. If Elite makes any change to the Service Level Agreement that affects Customer in a material and adverse manner, Customer can terminate the E-Billing Services within 90 days after the date Customer is notified of any such change.