

## SERVICE LEVEL AGREEMENT (SLA)

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### Portal Availability

AuthNet endeavors to ensure that the AuthNet client web portal maintains a consistent 99.9% uptime rate. AuthNet will also provide alternate workflow recommendations in event that emergency downtime occurs or scheduled maintenance is required.

In the event that the AuthNet client portal availability falls to below 99.0% for a given month, AuthNet will credit Your account as follows:

- for 90% to 99.0% availability the credit is 15% of the monthly portion of the current month's invoice;
- for 89.9% availability or below the credit is 50% of the monthly portion of the current month's invoice.
  - This credit will be in the form of reducing the fees due in the month following (for the current month's invoice upon issuance).

You agree to notify AuthNet immediately if You suspect the AuthNet prior authorization portal is unavailable to You due to a fault of AuthNet. You agree to provide reasonable information as requested by AuthNet for proper diagnosis/repair and for proper calculation of any applicable credit.

Credit does not apply as a result of:

- Any period of unavailability lasting less than 5 minutes.
- Unavailability due to Scheduled Maintenance as defined below.
- Periods of unavailability during which Your account is not in good financial standing or You are in violation of this Agreement.
- Any failure to have Your local equipment or Internet Service Provider (ISP) meet minimum specifications, or which cannot be replicated outside of Your environment.
- Any unavailability caused by circumstances beyond AuthNet's reasonable control, including without limitation, acts of God, acts of government, flood, fire, earthquakes, civil unrest, acts of terror, strikes or other labor problems (other than those involving AuthNet employees), computer, telecommunications, ISP or hosting facility failures or delays involving hardware, software or power systems not within AuthNet's possession or reasonable control, and network intrusions or denial of service attacks.
- Your misuse of the AuthNet prior authorizations portal.

### Scheduled Maintenance

Scheduled Maintenance shall mean any maintenance in the data center at which Your AuthNet portal is located. AuthNet will notify You via email at least 48 hours in advance of any scheduled maintenance.

AuthNet agrees to make reasonable attempts to perform scheduled maintenance during historically low use hours based on average use by Customers. AuthNet is permitted to conduct emergency maintenance on an 'as needed' basis.

### Service Availability

Standard Client Support services are available between the hours of 8:00 am and 5:00 pm EST Monday through Friday, except for general holidays, including New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving, and Christmas Day. In the event that a Holiday falls on a Saturday, the preceding Friday will be recognized as the Holiday, and in the event it falls on a Sunday, then the subsequent Monday will be recognized as the Holiday.

General Client Support SLA is as follows:

Level	Description	First Response Time
Portal Down	Either a total system failure or a partial system failure such that a licensed end user is unable to log in to the system through approved equipment and a working ISP connection	30 minutes
High Priority	Significantly impacts users ability to perform their job, little or no reasonable workaround	2 hours
Medium Priority	Impacts users ability to perform their job; workaround available	One Business Day

**First Response Time** is the time to first contact the client from the first time that AuthNet is notified either by phone call to the Support Line, a support email is received at [Support@AuthNet.com](mailto:Support@AuthNet.com), or a support message is logged online through the AuthNet portal.

Although every attempt to resolve the issue will be made on the initial call, there may be more information that needs to be gathered and analysis that is required. There is no guarantee that the issue will be resolved in that timeframe, or at all, but that reasonable commercial efforts will be expended until the issue is resolved to the You reasonable satisfaction.



**Emergency Client Support** is available after hours 24/7/365 for System Down issues only. Emergency Client Support issues should only be reported via the Support Line, and may require that You leave a detailed message explaining the System Down event.

Every reasonable effort will be made to respond within 30 minutes, and resolve the issues as soon as reasonably possible thereafter.

### **Client Responsibility**

You agree to inform AuthNet within three (3) business days in advance when you expect to experience unusual transaction activity relating to Your use of the AuthNet client portal. Unusual transaction activity would include, but is not limited to, the posting of new data with an estimated response rate that will exceed 100% of Your total historical average monthly response rates.

Such notice should be made via email to [support@AuthNetHealth.com](mailto:support@AuthNetHealth.com) and failure to give proper notice will result in a waiver of credit remedy by You for any unavailability during said period.

### **SLA Amendment**

AuthNet reserves the right to amend the service level commitment from time to time effective upon notice to You. In the event of any amendment resulting in a material reduction of the service level commitments, You may elect to terminate this Agreement without penalty by providing AuthNet written notice of such termination within 30 days following notice of such amendment.

The service level commitments set forth in this section constitute Your sole remedies for any service level claims. AuthNet records and data shall be the basis for all credit calculations and determinations.

Notwithstanding anything else to the contrary, the maximum amount of credit in any calendar month under the Agreement shall not exceed the Monthly Service Cost for that month's volume, which absent the credit, would have been charged for AuthNet's service that period.

### **NOTE:**

Any claim under the SLA must be made in writing within three days of the event. Any claims following that time can not be authenticated and no credit will be issued. The SLA does not apply to planned maintenance or outages caused by Customer, Force Majeure or by third-party malicious activity. The SLA does not apply to delinquent customers.