

**ONEGEN**  
**SERVICE LEVEL AGREEMENT (SLA)**

This Service Level Agreement (this “SLA”) describes the service level commitments that Indigenous Pact PBC, Inc. or any of its applicable affiliated companies (“IP”, “OneGen”, “we” or “us”), offers you, our customers (“Customer”, “you” or “your”), in connection with your access to the OneGen Platform. This SLA is subject to the OneGen Master Purchase, Subscription, Supply and Service Agreement (the “Agreement”) and forms part of the Agreement between you and OneGen. Capitalized terms that are not defined in this SLA will have the same meaning as in the Agreement.

**1. AVAILABILITY SLA.**

**1.1 Service Level.** During the Order Term, OneGen will use commercially reasonable efforts to ensure the OneGen Platform provided under the terms of the Agreement will be Available to Customer at least 99.50% of the time in any calendar month (the “Availability SLA”).

**1.2 Definitions.** For purposes of the Availability SLA, the following definitions shall apply:

**1.2.1 “Availability”** means the total number of minutes in a calendar month minus the number of minutes of Downtime suffered in a calendar month, divided by the total number of minutes in a calendar month.

**1.2.2 “Downtime”** means any period of time during which the OneGen Platform is either unreachable or provides invalid responses (or such delay in response that any major functionality is not practically usable), except as caused by Planned Maintenance or Emergency Maintenance as contemplated by this SLA.

**1.3 Maintenance.** For any planned maintenance for which OneGen reasonably expects the OneGen Platform to be unreachable or otherwise unavailable (“Planned Maintenance”), OneGen will provide forty-eight (48) hours advance notice to Customer and will use commercially reasonable efforts to limit such maintenance to four (4) hours a month. For any unscheduled maintenance where the OneGen Platform is unreachable or otherwise unavailable due to work to prevent or mitigate an immediate outage or threat to the OneGen Platform, including without limitation to addresses outages or degradation of the OneGen Platform or to prevent or mitigate a security, privacy or patient safety threat or incident (“Emergency Maintenance”), OneGen will use commercially reasonable efforts to notify Customer promptly upon becoming aware of such maintenance.

**1.4 Service Credits.** If OneGen does not meet the Availability SLA, and if Customer meets its obligations under this SLA, Customer will be eligible to receive the Service Credits described below. Service Credits are calculated by multiplying the applicable Service Credit Percentage by the total monthly Fees applicable to the subscription to the OneGen Platform (as identified on the applicable Order) paid by Customer for the applicable calendar month (the “Covered Fees”).

| <b>Availability:</b>               | <b>Service Credit Percentage</b> |
|------------------------------------|----------------------------------|
| At least 97.0% but less than 99.5% | <b>2%</b>                        |
| At least 95.0% but less than 97.0% | <b>5%</b>                        |
| Less than 95.0%                    | <b>15%</b>                       |

- 1.5 Customer Must Request Service Credit.** In order to receive any of the Service Credits described above, Customer must notify OneGen within thirty (30) days from the time Customer becomes eligible to receive a Service Credit. Failure to comply with this requirement will forfeit Customer's right to receive a Service Credit. Properly requested Service Credits shall be applied to fees payable by Customer within thirty (30) days of receipt of such notice from Customer.
- 1.6 Maximum Service Credit.** The aggregate maximum amount of Service Credits to be issued by OneGen to Customer for all Downtime that occurs in a single calendar month shall not exceed fifteen percent (15%) of the Covered Fees.
- 1.7 Exclusions.** OneGen's obligations under this SLA do not extend to any beta, evaluation, or trial versions of the OneGen Platform or other ongoing test or training instances of the OneGen Platform provided to Customer, or any Downtime or errors to the extent caused by or resulting from any of the following:
- 1.7.1** Acts or omissions by or on behalf of Customer or any Authorized User;
  - 1.7.2** Integrations or any applicable third-party software, hardware, or services not provided by OneGen;
  - 1.7.3** Connectivity issues with respect to Customer's or its Authorized Users' internet, hardware or other technology components;
  - 1.7.4** Use of the OneGen Platform in violation of the terms of the Agreement;
  - 1.7.5** Use of the OneGen Platform other than in accordance with any applicable documentation provided or made available by OneGen; or
  - 1.7.6** Services, circumstances or events beyond the reasonable control of OneGen, including, without limitation, fire, flood, earthquake, acts of God, or failure of an ISP, mobile carrier's network or other third party network or technology provider, internet traffic outages, delays or problems.

**2. TECHNICAL SUPPORT.**

- 2.1 Requesting Technical Support.** OneGen support is available from Monday through Friday (9:00 am – 7:00 pm EST), excluding OneGen company holidays. Customers can contact OneGen for technical support as follows:

| <b>Method:</b> | <b>Contact Information</b>    |
|----------------|-------------------------------|
| Phone          | <b>(833) 691-7666</b>         |
| Chat           | <b>onegenroom.com</b>         |
| Email          | <b>support@onegenroom.com</b> |

## 2.2 Response to Technical Support Requests.

**2.2.1 General.** Requests for support will be fulfilled based on priorities (Critical, High, Medium, Standard) which are determined by urgency and level of impact as defined below. “**Initial Response**” is defined as a “good faith” effort to communicate with the Customer using the contact information provided by that Customer. Response may be via phone or voice mail, website chat, or e-mail. Response times to service requests are measured once a request is received by OneGen through the above contact information. Other forms of contact may affect the ability of OneGen to meet the requests in a timely fashion. OneGen will use commercially reasonable efforts to resolve problems, whether through workaround, correction or other means, within a reasonable time and to provide progress reports to the Customer with respect to such efforts.

### 2.2.2 Priority Definitions and Initial Response Times.

| Priority:                | Definition                                                                                                                              | Initial Response Time    |
|--------------------------|-----------------------------------------------------------------------------------------------------------------------------------------|--------------------------|
| Severity 1<br>(Critical) | Catastrophic inability to complete job duties. Example: Server error creating a failure to access OneGen Platform.                      | Within 1 hour            |
| Severity 2<br>(High)     | Loss of a major job duty. Example: Limited calendaring functions are preventing viewing of next day visits.                             | Within 4 business hours  |
| Severity 3<br>(Medium)   | There is a problem to be solved, but Customer is still functional. Example: User is unable to update their personal profile in settings | Within 8 business hours  |
| Severity 4<br>(Standard) | General request for maintenance or other tasks that are not time sensitive. Example: an unexpected user interface behavior.             | Within 12 business hours |

**2.3 Customer Cooperation.** OneGen’s ability to provide technical support is dependent upon reasonable cooperation from Customer, including reasonable participation in error resolution and root cause analysis and providing information and reasonable access to personnel, hardware, and affected components of the OneGen Solution.

## 3. SOLE AND EXCLUSIVE REMEDY.

**THIS SLA STATES USER'S SOLE AND EXCLUSIVE REMEDY FOR ANY FAILURE BY ONEGEN TO MEET ITS OBLIGATIONS SET FORTH IN THIS SLA. SERVICE CREDITS ARE YOUR SOLE AND EXCLUSIVE REMEDY FOR ANY PERFORMANCE OR AVAILABILITY ISSUES FOR THE ONEROOM PLATFORM UNDER THE AGREEMENT AND THIS SLA. YOU MAY NOT UNILATERALLY OFFSET YOUR FEES FOR ANY PERFORMANCE OR AVAILABILITY ISSUES. SERVICE CREDITS WILL NOT BE AWARDED TO COMPENSATE FOR ANY OTHER FORMS OF LOSS, INCLUDING BUT NOT LIMITED TO LOST REVENUE, OPERATIONAL COSTS, OR ANY INDIRECT LOSSES EXPERIENCED BY YOU OR THE END-USERS.**