

## SERVICE LEVELS AND SUPPORT AGREEMENT

1. **Definitions.** Unless defined in this Section 1, for purposes of this Service Levels and Support Agreement, the definitions set forth in the Software as a Service Agreement ("Agreement") between you ("Customer") and Texture Health, LLC ("Provider") apply. Any reference to exhibits refer to the exhibits to the Agreement.

(a) "Downtime" means the number of minutes during the Scheduled Availability Period that the Subscription Services are not available for access.

(b) "Excused Downtime" means any Downtime that: (i) occurs during an Excused Maintenance Period or (ii) is caused by: (A) Customer's or its Authorized Users' telecommunications and Internet services, (B) software or hardware not provided and controlled by Provider (including third-party software or sites that are accessed or linked through the Subscription Services), or (C) Force Majeure events within the meaning of Section 8.a of the Terms and Conditions of SaaS Use.

(c) "Excused Maintenance Period" means any time period during which Provider performs unscheduled maintenance on the Company Platform, provided that Provider has furnished Customer with at least three (3) days advance notice thereof.

(d) "Scheduled Availability Period" is twenty-four hours per day, seven days per week, each day of the year, except for periods of Scheduled Downtime, maintenance, or updates.

(e) "Scheduled Downtime" Provider will use commercially reasonable efforts to: (i) schedule downtime for routine maintenance of the Services between the hours of Services between midnight Saturday and 4:00 a.m. Sunday Central Time; and (b) give Customer at least 24 hours prior notice of all scheduled outages of the Services ("Scheduled Downtime").

(f) "Total Scheduled Availability" means the total number of minutes in the Scheduled Availability Period.

(g) "Uptime Percentage" means that percentage of the Total Scheduled Availability (taking into account any Excused Downtime) that the Subscription Services are actually available for access:

$$\text{Uptime Percentage} = \frac{\text{Total Scheduled Availability} - \text{Downtime}}{\text{Total Scheduled Availability} - \text{Excused Downtime}}$$

2. **Service Levels.** Subject to the terms and conditions of the Agreement, Provider shall use commercially reasonable efforts to make the Subscription Services available in accordance with the service levels set out in this Service Levels and Support Agreement.

(a) **Availability.** Subject to the terms and conditions of the Agreement, Provider will use commercially reasonable efforts to make the Services Available at least ninety-nine percent (99.0%) of the time as measured over the course of each calendar month during the Term (each

such calendar month, a “Service Period”), excluding unavailability as a result of any of the Exceptions described below in this Section 2 (the “Availability Requirement”). “Service Level Failure” means a material failure of the Services to meet the Availability Requirement. “Available” means the Services are available for access and use by Customer and its Authorized Users over the Internet and operating in material accordance with the Specifications.

(b) Exceptions. For purposes of calculating the Availability Requirement, all service level support measurements are based on a monthly measurement period of thirty (30) days. The following are “Exceptions” to the Availability Requirement, and neither the Services will be considered un-Available nor any Service Level Failure be deemed to occur in connection with any failure to meet the Availability Requirement or impaired ability of Customer or its Authorized Users to access or use the Services that is due, in whole or in part, to any:

- (i) Act or omission by Customer or any Authorized User, access to or use of the Services by Customer or any Authorized User, or using Customer’s or an Authorized User’s Access Credentials, that does not comply with the Agreement;
- (ii) Customer’s or its Authorized User’s Internet connectivity;
- (iii) Customer Failure;
- (iv) Force Majeure event;
- (v) Failure, interruption, outage, or other problem with any software, hardware, system, network, facility, or other matter not supplied by Provider pursuant to the Agreement; or
- (vi) Scheduled Downtime.

3. Support. The access rights granted under the Agreement entitles Customer to the support services described herein throughout the Term:

(a) Subscriber Support Hours: Texture Health technical support business hours are 9 a.m. to 5 p.m. Central Time, Monday through Friday. Technical support is closed on all scheduled holidays (generally consistent with all United States federal holidays). Technical support may also be closed because of unforeseen emergencies (e.g., weather conditions, power outages, etc.). In the event of such emergencies, diligent efforts will be made to modify the outgoing voice mail announcement on the telephone support line to provide reason for closure. Emergency issues, limited to unavailability of the Company Platform and hacking, may be reported 7x24 (seven days per week; 24 hours per day) by calling the Company’s after hours support number at (xxx) xxx-xxxx. The Company’s after hours support number is subject to change with 24-hour notice. Tickets can be entered via email 24 hours per day.

(b) Support Response Times: Identified bugs or system outages will follow response times listed below. Work arounds may be provided to maintain service levels while software repairs are being prepared.

Criticality	Description	Response Time
Critical	A system outage or a complete loss of functionality Impacts more than 5 users' ability to perform their work	1 - 24 hours
High	Near loss of functionality but work around exists Impacts less than 5 users ability perform their work	1- 2 days
Medium	Impacts user flow Causes additional work for user to complete the job Users are able to continue to perform their work	Planned into maintenance release cycles
Low	Cosmetic changes that do not effect functionality Questions or comments	If accepted: Planned into maintenance release cycles

4. **Breach; Remedy.** Provider shall issue a credit to Customer in the amount of 0.5 percent (0.5 %) of the monthly Fees for the Services due for the Service Period the Service Level Failure occurred (each a "Service Credit"), subject to the following:

(a) Provider has no obligation to issue any Service Credit unless: (i) Customer reports the Service Failure to Provider immediately on becoming aware of it; and (ii) requests such Service Credit in writing within ten (10) days of the Service Level Failure; and

(b) In no event will a Service Level Credit for any Service Period exceed one percent (1%) of the total Fees that would be payable for that Service Period if no Service Level Failure had occurred; and

(c) Any Service Credit payable to Customer under the Agreement will be issued to Customer [in the calendar month following the Service Period in which the Service Level Failure occurred. This Section 4 sets forth Provider's sole obligation and liability and Customer's sole remedy for any Service Level Failure.