

RevShield Service Level Agreement

Terms and Conditions

1. General. Under this Service Agreement Stonehenge Properties, Ltd. dba Revcord ("Revcord") Revcord will repair or replace, at Revcord's option, products that have failed. Excluded from this agreement are failures due to acts of God or negligent or intentional actions of the user. These general terms and conditions shall apply to all service provided to Customer by Revcord. This Service Level Agreement is in addition to the standard Revcord Warranty. Any provisions that conflict with the Revcord Warranty shall supersede those terms and conditions.

2. Service Provider. Revcord may appoint third parties to perform service under this Service Agreement. All references herein to Revcord shall be deemed to include such service providers.

3. Term. The term of this Service Agreement shall commence on the date below and continue for one year.

4. Taxes. Service fees are exclusive of all state / provincial and local sales, use, excise, privilege and similar taxes. Such taxes shall be paid by Customer, unless a valid exemption certificate is furnished by Customer.

5. Remedial Service. In the event of product failure under this agreement, Revcord will, at its option, repair the defective product by means of telephone support for all non onsite support plans. For on-site support plans, Revcord will, at its option, repair the defective product by means of telephone support or on-site service at no charge for parts and labor or replace the product with a comparable product. To obtain service under this Service Agreement, the Customer must first contact Revcord Telephone Support personnel or that of its authorized service representative. Telephone Support personnel will work to resolve issues professionally and quickly, however the Customer must reasonably assist Revcord or its authorized representative.

6. Product Location. Products need to be located where they are easily accessible for service such that the environment does not affect the serviceability of the product.

7. Obligations of Customer and Dealers. Customer and Dealer shall permit Revcord access to the products whenever on-site service is required. Customer and Dealer shall ensure that the user cooperates with Revcord to the extent necessary to permit service to be performed efficiently and without interruption. Customer and Dealer shall permit Revcord to use any Customer and Dealer equipment or facilities that Revcord reasonably deems necessary for the performance of service. Customer shall be responsible for the procurement, installation and maintenance of all non-Revcord communication media including, but not limited to, Customer's and Dealer's computer networks. Charges for the use of such media and equipment in connection with the performance of service shall be borne by Customer and/or Dealer. Site is responsible for all Windows Updates. Not updating Windows can cause the system to malfunction and stop recording. It should be done manually. If a product under service fails

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through operation in a site not meeting normal operating environmental specifications, Revcord may refuse to provide service until the site meets such specifications. Dealers are required to perform Tier 1 Support and Revcord will not interact with the End User except for Level 2 service or higher.

8. Dedicated Use of Revcord Equipment. Customer acknowledges that installing or running any additional software on the Revcord equipment, or changing any settings on the Revcord equipment, may damage the Revcord equipment. Customer agrees not to do so for the period of the Service Contract, other than the installation and maintenance of virus protection software in good commercial practice.

9. Replacement Items. In the maintenance of any product, Revcord may use new, remanufactured, or refurbished parts, assemblies, or products. All defective parts, assemblies, or products, become the property of Revcord. Revcord may require the return of these parts, assemblies, or products to a designated Revcord Depot or the Revcord representative from which the part, assembly, or product was originally purchased. Returns and claims will be handled according to the current Revcord procedure.

10. Telephone Support and Remote Diagnosis. To ensure that the product is repaired as quickly and efficiently as possible, Revcord recommends that Customer first utilize support materials shipped with the product, product diagnostics, information contained on the Revcord's product support website, and email support. If unsuccessful, Customer will provide appropriate assistance to Telephone Support personnel to resolve issues. Revcord shall have the right of remote access to the product via RevWatch or a comparable service. If controllable access is not given, an hourly charge may incur.

11. Limitations. This Service Agreement shall not apply to any defect, failure, or damage caused by improper use, or inadequate or improper maintenance and care, or if outside factors are the cause of a problem or defect. Revcord shall not be obligated under this Service Agreement to:

1. outside conditions which cause the recorder to operate improperly including but not limited to poor line quality, poor radio quality, changing of VoIP protocols, and any other items which could affect the recorder,
2. repair damage resulting from attempts by personnel other than Revcord representatives,
3. repair modification or damage resulting from attempts by personnel other than Revcord representatives to the Revcord SQL database or configuration,
4. repair modification or damage resulting from attempts by personnel other than Revcord representatives to the punch down blocks, passive taps, Amphenol cables or any other Revcord hardware,
5. customer or third party acts to install, repair or service the product unless directed by a Revcord representative,

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6. repair damage, malfunction, or degradation of performance resulting from improper use or connection to incompatible equipment or memory,
7. repair an item that has been modified or integrated with other products when the effect of such modification or integration increases the time or difficulty of servicing the product or degrades performance or reliability,
8. repair damage, malfunction, or degradation of performance resulting from use of the product in an environment not meeting normal operating environment specifications,
9. repair damage, malfunction, or degradation of performance resulting from acts of God or nature, acts of terrorism, explosion, flood, fire, war and riots, support software not supplied by Revcord.

Any service identified in the preceding section and provided by Revcord at Customer's request shall be invoiced to Customer at Revcord's then current rates for parts, labor and travel.

12. Enhancements or Upgrades. Software or firmware enhancements/upgrades shall be provided by Revcord under this Service Agreement. In version upgrades are provided at no charge. Version to Version upgrades have a fee which is outlined on the Revcord Price List.

13. Software and Firmware Updates. Updates may be required to correct performance problems with the Revcord software and will be provided under this Service Agreement where deemed applicable by Revcord for no charge. Performance issues caused by outside third parties could result in the upgrade to a newer version of software. Version to Version upgrades have a fee which is outlined on the Revcord Price List.

14. RevShield Help Desk Support. Help Desk Support covers the following items:

- Operational Questions
- Trouble Shooting
- Onsite Support Dispatch

15. RevShield Plan Offerings. Revcord offers four types of plans as outlined below:

1. **RSSTD:** This is the base package and provides for 9 to 5 Help Desk, In Version Upgrades, and Updates as defined by Section 12 and 13.
2. **RSPLUS:** This package provides for 24/7 Help Desk, Upgrades, and Updates as defined by Section 12 and 13. In addition, for those that allow Logmein, Revcord will monitor the system through Logmein Alerts.
3. **RSPLUS-24:** In addition to the RSPLUS, this package will provide for onsite service with a next day response.
4. **RSPLUS-4:** In addition to the RSPLUS, this package will provide for onsite service with a four response.

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16. Request for Service And Severity Levels For Service. Any customer requesting service that is considered to be Level 1 to Level 3 is required to have a service ticket number. Below are the different classifications of service requests and Revcord's associated responsibility:

Level 1 – Critical Business Impact

The impact of the reported deficiency is such that the recorder is not recording. Revcord will commence work on resolving the deficiency within one (1) hour of notification until an acceptable resolution is achieved. In addition, for RevShield plans that have onsite service, a technician will be dispatched should it be deemed there is a hardware issue.

Level 2 – Moderate Business Impact

Important features of the Software are unavailable, but an alternative solution is available or non-essential features of the Software are unavailable with no alternative solution. The customer impact, regardless of product usage, is loss of operational functionality or implementation resources. Revcord will commence work on resolving the deficiency within one (1) business day of notification and will engage staff during business hours until an acceptable resolution is achieved.

Level 3 – Minimal Business Impact

Customer submits a Software information request, software enhancement or documentation clarification which has no operational impact. The implementation or use of the Software by the Customer is continuing and there is no negative impact on productivity. Revcord will provide an initial response regarding the request within one (1) business week.

17. Hours of Operation. Help Desk Support is available 24/7. However, after hours support which would be considered weekends, holidays, and 5pm to 9am CST is only available for Level 1 severity levels. Any calls made to after hours for Level 2 to Level 3 support is subject to Revcord's hourly rate as outlined in the Revcord Price List.

18. Confidential Information, PCI Compliance, and HIPPA Compliance. "Discloser" and "Recipient" apply to both Parties depending on their role, whether as the discloser or the recipient of Confidential Information. "Confidential Information" means the terms of this Agreement; a Party's proprietary or confidential information, intellectual property, trade secrets, know-how, software, technology, specifications, and non-public business or financial information; a Party's member, customer and employee data, Patient Data (as defined below), personally identifiable information ("PII"), and payment card industry information ("PCI"); any written materials marked as confidential; and any other information of a Party, including visual or oral information, which reasonably should be understood to be confidential. Confidential Information also means any third party's information provided to a Party under obligation of confidentiality.

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“Patient Data” means any “protected health information” under HIPAA, including, without limitation, any data or information concerning a patient’s treatment, procedure, medicine, drugs, diagnosis, therapy, surgery, outcome, history, genetics, disclosure, behavior, name, address, or other identifying information of, or applicable to, any patient.

Use and Protection: Recipient may use Discloser’s Confidential Information solely for the purposes of this Agreement and as permitted or required under this Agreement. Recipient will safeguard Discloser’s Confidential Information by doing the following:

- not disclosing Discloser’s Confidential Information, or permitting anyone else to disclose it, except to those employees, credentialed physicians, advanced practice clinicians, affiliates, accountants, attorneys, and consultants of Recipient who have a need to know and are required to keep it confidential;
- keeping confidential all of Discloser’s Confidential Information;
- maintaining Discloser’s Confidential Information in a safe and secure place;
- exercising the same degree of care to safeguard Discloser’s Confidential Information as it would in protecting its own, but in no event less than reasonable care; and
- returning or destroying all documents, copies, notes, or other materials containing any of Discloser’s Confidential Information upon Discloser’s request.

Exceptions to Obligations: The exceptions in this Section do not apply to Patient Data, PII, or PCI, which remain subject to the confidentiality obligations of this Agreement. Recipient is not subject to the confidentiality obligations of this Agreement regarding Confidential Information that Recipient can prove meets any of the following criteria: (a) is or becomes publicly available without breach of this Agreement, but only from the date that it becomes publicly available; (b) was rightfully in Recipient’s possession without an obligation of confidentiality owed to Discloser before Recipient received it from Discloser; (c) was disclosed to Recipient by a third party without obligation of confidentiality owed to Discloser; or (d) is independently developed by Recipient without using any of the Confidential Information.

Patient Data, PII, and PCI: If Customer permits Revcord to create, use, disclose, access, de-identify, aggregate, maintain, or transmit any of Customer’s Patient Data, PII, or PCI under this Agreement, Revcord must first sign, and require its contractors to sign, an approved business associate agreement (“BAA”) and data security agreement (“DSA”). The BAA and DSA are independent, stand-alone agreements and survive any termination of this Agreement. This Agreement does not amend, alter, or limit the BAA or DSA. With respect to Patient Data, PII, and PCI, if a conflict arises between this Agreement and the BAA or DSA, the BAA or DSA, as applicable, governs. Unless specifically permitted under the BAA or the DSA, Revcord may not create, use, disclose, access, de-identify, aggregate, maintain, or transmit any of Customer’s Patient Data, PII, or PCI. If Revcord fails to comply with the previous sentence or discovers Customer’s Patient Data, PII, or PCI, then Revcord will (a) notify Customer immediately in writing, and (b) follow Customer’s instructions for returning or destroying that Patient Data, PII, or PCI.

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Judicial Order: If a judicial or governmental request or order seeks Confidential Information, Recipient may disclose that Confidential Information as requested or ordered. But, if permitted by applicable law, Recipient must notify Discloser before disclosing the Confidential Information and cooperate with Discloser's reasonable requests in seeking a protective order or limiting the effect of that disclosure.

19. Limited Liability. Customer expressly agrees that use of Revcord hardware and software is at Customer's sole risk. Neither Revcord, its employees, affiliates, agents, third party information providers, merchants, licensors, or the like, warrant that the Revcord service will not be interrupted or error free; nor do they make any warranty as to the results that may be obtained from the use of Revcord. Under no circumstances, including negligence, shall Revcord, its officers, agents or anyone else involved in creating, producing, or distributing Revcord be liable for any direct, indirect, incidental, special or consequential damages that result from the use of or inability to use Revcord; or that results from mistakes, omissions, interruptions, deletion of files, errors, defects, delays in operation, or transmission or any failure of performance, whether or not limited to acts of God or Nature, communication failure, theft, destruction or unauthorized access to records, programs or services. Notwithstanding the above, Customer's exclusive remedies for all damages, losses and causes of actions whether in agreement, tort including negligence or otherwise, shall not exceed the aggregate dollar amount which Customer paid during the term of this Agreement.

20. Indemnification. Customer agrees to indemnify Revcord against liability for any and all installations and use of the Revcord product by Customer. Customer agrees that it shall defend, indemnify, save and hold Revcord harmless from any and all demands, liabilities, losses, costs and claims, including reasonable attorneys' fees, asserted against Revcord, its agents, its customers, servants, officers, and employees, that may arise or result from any service provided or performed or agreed to be performed or any product sold by Customer, its agents, employees, or assigns. Customer agrees to defend, indemnify and hold harmless Revcord against liabilities arising out of (i) any injury to person or property caused by any products sold or otherwise distributed by Customer in connection with the use of Revcord; (ii) any material supplied by Customer infringing or allegedly infringing on the proprietary rights of a third party; (iii) copyright infringement and (iv) any defective product which Customer sold in conjunction with using Revcord.

21. Waiver. Failure of either party to enforce any provision of this Service Agreement shall not be deemed a waiver of future enforcement of that or any other provision.

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22. Assignment. Customer may not assign or otherwise transfer its rights or obligations under this Service Agreement without the prior written consent of Revcord.

23. Governing Law. For products located in the United States this Service Agreement shall be governed by the laws of the State of Texas.

24. Notices. All notices shall be given in writing and shall be effective upon receipt. Notices to Customer shall be sent to the Customer's address on file with Revcord. Notice to Revcord shall be sent to:

Revcord
10190 Katy Freeway
Suite 501
Houston, Texas 77043

25. Entire Service Agreement. This document provided by Revcord shall contain the entire Service Agreement between the parties. This Service Agreement may not be modified except by written amendment signed by an authorized representative of each party. During the term of this agreement, the Customer may delete and add Designated Contacts by sending notification in writing on Customer's letter head and addressed to Revcord's Operations Manager. We may rely on such notice to make the change.

26. Software Sunset Policy. Revcord ensures you always access the newest technology when you are investing in Revcord solutions. As Revcord continues to innovate and introduce new product solutions, older products that have reached the end of the product lifecycle will no longer be available for sale. In addition, only the most recent version of software is available for sale. Current software can be upgraded or patched but new sales are for current versioned software only. Revcord will provide customer support services including phone support, email support and repairs up to three years including software patches. Between three and five years, Revcord will continue additional customer support services including phone support, email support and Hot Fixes but Patches will not be available. These products will require full version software upgrades. At the end of five years, products reach their end of life. Revcord will continue to provide minimal technical support for an additional two years after the End of Life but cannot guarantee any solutions or feature sets will be available. Revcord will

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discontinue products and product support according to the End Of Life Product Schedule listed further on this page. Please refer to the Schedule of discontinued products and product support table listed below.

End Of Life Product Schedule		
<i>Version</i>	<i>Patch Eligibility</i>	<i>End Of Life</i>
3.0	12/31/2007	12/31/2009
4.0	12/31/2008	12/31/2010
5.0	12/31/2009	12/31/2011
6.0	12/31/2010	12/31/2012
7.0	12/31/2012	12/31/2014
7.1	12/31/2013	12/31/2015
8.0	12/31/2014	12/31/2016
8.1	12/31/2015	12/31/2017
8.2	12/31/2015	12/31/2017
9.0	12/31/2016	12/31/2018
9.1	12/31/2016	12/31/2018
9.2	12/31/2017	12/31/2019
9.3	12/31/2017	12/31/2019
9.4	6/30/2018	6/30/2020
10.0	2/1/2019	2/1/2021

27. Designated Onsite Contacts

Designated Onsite Contacts, full names followed by telephone number and e-mail address.

Contact 1

Name: _____

Telephone #: _____

E-mail Address: _____

Contact 2

Name: _____

Telephone #: _____

E-mail Address: _____

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28. RevShield Plan and Price. The following plan shall be in effect for 1 year from the date of this agreement:

Plan Type: _____

Serial Number: _____

Term Start Date: _____

End Start Date: _____

29. Customer Acknowledgement.

Site Name: _____

Authorized Representative: _____

Title: _____

Signature: _____