

SERVICE LEVEL AVAILABILITY SPECIFICATION

Beginning on the Effective Date and continuing throughout the Term of your Agreement, InterSystems shall provide access to your Service, your subscription to your Connection Services, or your Hosting Services, as the case may be, (each referred to in this Service Level Availability Specification as your “Service”) in accordance with the Service Levels set forth below.

1. **Definitions.** For purposes of this Specification, the following terms shall have the following meanings. Capitalized terms used herein and not otherwise defined shall have the meanings set forth in your Agreement.

“Excluded Unavailable Time” means the time during which the Production Environment, as the case may be, is not available for use by Authorized Persons as a result of any of following:

- (i) Maintenance of the Production Environment for which InterSystems provides you with at least 10 business days’ prior notice (with any such maintenance being conducted during periods of low usage of the Service and with total maintenance downtime in any given month not exceeding eight (8) hours without the mutual agreement of InterSystems and you);
- (ii) Non-standard or emergency maintenance of the Production Environment when required maintenance cannot be performed during the scheduled and previously notified maintenance window due to the urgent nature of the threat or potentially negative impact of failure to perform the maintenance;
- (iii) Recurring or zero-impact maintenance that is generally applicable to all customers of Services similar to your Service, even if not notified in advance;
- (iv) Your or an Authorized Person’s misuse of any of the Service or any component of it, including your or an Authorized Person’s failure to follow configuration requirements for the Service as documented, faulty input (by you or an Authorized Person), or failure to comply with the Global Privacy & Security Specification;
- (v) Force majeure events, as described in your Agreement, including, but not limited to, the following:
 - a) Denial of service attacks, viruses, or hacking attacks for which there is no commercially reasonable known solution, or any other events that are not within InterSystems’ control or that could not have been avoided with commercially reasonable care;
 - b) Acts or orders of government;
 - c) Packet loss, network or internet problems beyond InterSystems’ border router supporting public Internet connectivity; and
 - d) Bugs in code or services other than InterSystems’ products for which there is no commercially reasonable known fix (even if there is a known workaround);
- (vi) Any network issues caused by your or an Authorized Person’s connections and systems, including, but not limited to, compromised devices or desktops with regards to virus or spyware;
- (vii) Your or an Authorized Person’s failure to implement required network configurations or changes within an Authorized Person’s control as needed for operation of the Service (e.g., your or an Authorized Person’s on-premise network, express routes, MPLS, etc.);
- (viii) Any issues caused by not up-to-date and/or non-compatible software versions of your or an Authorized Person’s operating system configuration or installed third party software that prevents access to the Service or degrades the Service’s performance; or
- (ix) Modification of the Production Environment by any party other than InterSystems or any third-party under InterSystems’ direction or control.

“Incident” means an unplanned interruption of the Production Environment related to your Service classified as a Severity Level 1, 2 or 3 Incident, as defined herein. Incidents may be reported by you or detected by InterSystems. InterSystems will classify the Severity Level.

“Normal Business Hours” means the period between the hours of 8:00 a.m. and 5:00 p.m. Eastern time each Monday through Friday, excluding national holidays.

“Off-Hours” means the period of time outside Normal Business Hours, as defined above.

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“Production Environment” means the particular environment supporting your Service that is available to an Authorized Person. This does not include (i) any non-production environments, including, but not limited to, base, test, development, or certification environments, made available by InterSystems to you in connection with your Service that may be used for the development, implementation, or testing of your Service or (ii) your or an Authorized Person’s connections or systems, including, but not limited to, your or an Authorized Person’s desktops, servers, or network used to connect to or access your Service.

“Resolve” or “Resolution” of an Incident means, with respect to the service interruption that resulted in the Incident, the successful restoration of such service to the operational state prior to the start of the Incident or, in the case of Severity Level 1 and 2 Incidents, reducing such Incident to a Severity Level 3 Incident.

“Response” to an Incident or to a Routine Service Request occurs when an InterSystems technical resource has been assigned to the Incident or Routine Service Request, respectfully.

“Routine Service Request” means request for service that is not an Incident.

“Service Desk Availability” means the time that support services for the Production Environment are available for contact through phone, email, or the Support System.

“Severity Level 1 Incident” means an unplanned interruption of the Production Environment where all, or any material portion, of such Production Environment is inoperable or unavailable for use by you or Authorized Persons. This does not include your or an Authorized Person’s inability to use your Service because of an unplanned interruption not related to the Production Environment.

“Severity Level 2 Incident” means an unplanned interruption of the Production Environment where (1) a portion of such Production Environment is inoperable or unavailable for use by you or Authorized Persons or (2) such Production environment is operable or available by you or Authorized Persons, but experiences a significant degradation of the performance of such Production Environment producing a material adverse effect or impact on a significant number of Authorized Persons.

“Severity Level 3 Incident” means an unplanned interruption of the Production Environment where the interruption is not material and causes only minor interruption, disruption, or degradation of the Production Environment producing minimal or no effect or impact on you or Authorized Persons.

“Support System” means the system or application used by InterSystems to manage responses to Incidents and Routine Service Requests.

“Total Time” means twenty-four (24) hours per day, seven (7) days per week.

“Unavailable Time” means the elapsed time during which the Production Environment, or any material portion of such Production Environment, is not available for use by you or Authorized Persons.

“Uptime” means the percentage of Total Time that the Production Environment is available for use, which shall be calculated as follows:

$$\text{Uptime} = \frac{\text{Total Time} - \text{Unavailable Time} - \text{Excluded Unavailable Time}}{\text{Total Time} - \text{Excluded Unavailable Time}}$$

2. Service Features and Service Levels. Throughout the Term, InterSystems will host, monitor and make the Production Environment and the service desk available in accordance with the following Service Levels. InterSystems’ monitoring tools, data, and records will be the sole source of information used to determine Uptime, Response Times, and Resolution Times.

Service Feature	Service Level
Uptime	>= 99.9%
Service Desk Availability	24/7/365+366

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Service Feature	Service Level
Response to Routine Service Requests (Normal Business Hours)	Response within one (1) hour of receipt; provided that any such request received for which the end of the response time period would fall outside Normal Business Hours may be responded to as a Response to Routine Service Requests (Off-Hours) , specified below
Response to Routine Service Requests (Off-Hours)	Response within one (1) hour of the resumption of Normal Business Hours

InterSystems shall (i) provide you with at least 10 business days prior notice of maintenance of the Production Environment, (ii) conduct such maintenance during periods of low usage of your Service and (iii) not permit total maintenance downtime in any given month to exceeding eight (8) hours without the mutual agreement of InterSystems and you.

3. **Incident Service Levels.** Incidents are logged in the Support System by InterSystems staff. Throughout the Term, InterSystems will use commercially reasonable efforts to Respond and Resolve all Incidents in accordance with the following:

Incident Response and Resolution Times

Severity Level of Incident	Response Time	Resolution Time
1	30 minutes	1 hour
2	60 minutes	2 hours
3	60 minutes during Normal Business Hours	InterSystems will use commercially reasonable efforts to Resolve a Severity Level 3 Incident on a continuous basis during Normal Business Hours.

In the case of Severity Level 1 and 2 Incidents, InterSystems will (a) update you hourly on the status of the Incident and (b) following Resolution of the Incident, within five (5) business days send a report to you identifying the root cause analysis of the Incident. If the root cause analysis identifies an underlying issue requiring further investigation or efforts, a new problem will be logged in the Support System. In the case of a Severity Level 3 Incident, InterSystems will update you weekly on the status of the Incident.

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4. Disaster Recovery.

During the Term, InterSystems will maintain a back-up recovery environment for the Production Environment. The following are InterSystems' objectives in the case of an event requiring use of such back-up recovery environment.

Objective	Time
Recovery Time Objective following a Disaster – For an interruption of service that requires utilization of a remote disaster recovery site, maximum elapsed time from when a disaster is declared by InterSystems until the Production Environment is again operational and available for use.	<= 2 hours
Recovery Point Objective – If a disaster occurs, maximum time period for which data could be lost.	1 hour

5. Reporting.

InterSystems will monitor its compliance with the Service Levels from the above Incident Service Levels, Uptime, Service Desk Availability, and Responses to Routine Service Requests requirements and will report the results to you in respect of each calendar month during the Term (the “**Monthly Service Level Report**”). InterSystems will deliver the Monthly Service Level Report in electronic form by the 10th business day of the month following the reporting month in question.

6. Service Level Review.

If requested by you (up to once every 6 months), the parties will meet to discuss these Service Levels.