# HOSTING POLICY

These Hosted Services Terms and Conditions (the “Hosting Policy”) apply to Mobile Heartbeat software and subscription services (“Software”) for so long as they are hosted on the cloud by Mobile Heartbeat.

1. **Overview:** This Hosting Policy is entered into by and between the parties to govern the hosting and support of software set forth in a written agreement between the parties or pursuant to Mobile Heartbeat’s End User License Agreement (the “Agreement”).
2. **Hosting Services:** As applicable, Mobile Heartbeat will provide the following hosting services for the Software to Client’s relative facilities subject to the availability targets set forth herein:
	1. **Backup Services**
		1. Develop data backup and retention procedures and schedules for Software files before go-live;
		2. Perform regular test and audit procedures and practices to facilitate recoverability and verify that actual practices are consistent with procedures;
		3. Perform maintenance and implementation of data backup processes and procedures;
		4. Perform routine backup procedures in accordance with Mobile Heartbeat product/service recommendations so as not to adversely impact Client's scheduled operations, including regular backups;
		5. Set up processes that allow backup and restore of databases, system software, content and application code;
		6. Define and implement data retention strategies;
	2. **Service Administration and Operations**
		1. Schedule change activities with the goal of minimizing interruptions to the services;
		2. Monitor the environment for selective service alert conditions;
		3. Notify Client of planned and ongoing changes to the environment that are reasonably likely to have a material effect on the services;
		4. Provide Client with prompt notification of changes made by Mobile Heartbeat on an emergency basis; and
		5. Publish and distribute Mobile Heartbeat service hours with scheduled outages for maintenance.
	3. **Performance Monitoring and Capacity Management**
		1. Monitor, collect, and analyze service performance, utilization data for computer, network, application, and general availability;
		2. Establish thresholds and exception reporting procedures;
		3. Leverage cloud-native tools and data collection to ensure service scalability; and
		4. Subject to the limitations set forth in the Agreement and this Hosting Policy, maintain the necessary capacity of required resources to meet Client's business and technical requirements.
	4. **Wide Area Network Edge Perimeter Services**
		1. Maintain the availability, performance, and security of communication networks by leveraging cloud-native tools, including without limitation, virtual networks, firewalls, network security groups, private endpoints.
		2. Data communications design and support;
		3. Manage the data communications network for performance, service, and contract compliance;
		4. In conjunction with all relevant parties, design and provide a wide area network, with sufficient capacity as determined by Mobile Heartbeat, required to establish and maintain communications links to facilitate data transfer between the Client sites and Mobile Heartbeat cloud environment;
		5. Evaluate and adjust connectivity to the Client sites as necessary; and
		6. Coordinate and manage the implementations, moves, and changes of data communications methods in conjunction with the relevant parties.
	5. **Systems Change Management**
		1. Provide change management services in accordance with Information Technology Infrastructure Library (ITIL) practices for IT service management, including, but not limited to, testing, qualifying, and documenting any changes to the cloud environment. Client will test applications, validate, and document against new releases of software or implementation of services in accordance with ITIL practices, unless otherwise mutually agreed upon by the parties.
	6. **Disaster Recovery Planning and DR Test Coordination:** Mobile Heartbeat shall provide disaster recovery services to Client under this Hosting Policy in accordance with a disaster recovery plan including the following:
		1. The service and software configurations designated for support of critical applications during a declared disaster and connection to the data network, and the growth limits with respect thereto;
		2. A data network recovery plan, including, but not limited to, a strategy for redundancy in place in the event of a disaster and recoverability (only to the extent the necessary network connectivity to Client's remote site is included in the configuration);
		3. A brief description of the critical services and functions related to the critical applications, including a prioritized listing of the critical applications, and any backup processes and components;
		4. Each party's recovery responsibilities in the event of a disaster and details regarding recovery information, procedures and schedules;
		5. Identification of each party's recovery teams, including the names of individuals authorized by each party to declare a disaster, contact information for key Mobile Heartbeat disaster recovery personnel, and notification procedures; and
		6. Mobile Heartbeat, in cooperation with Client, shall perform an initial test of the disaster recovery plan as mutually agreed upon, and annually hereafter, to determine whether the plan remains practicable and current.
		7. Disaster recovery testing will be coordinated with Client, and Mobile Heartbeat will provide Client with a report of the test following each disaster recovery test.
		8. Mobile Heartbeat will at all times during the term of this Hosting Policy maintain redundancy with respect to the services as set forth in the disaster recovery plan.
	7. **Service Level Availability Overview:** Mobile Heartbeat will use commercially reasonable efforts to maximize the availability of the Mobile Heartbeat Banyan Services.
		1. **Availability**
			1. **Monthly Uptime Percentage and Service Credits**

MOBILE HEARTBEAT aims to achieve the following Monthly Uptime Percentages:

* 99.9% or above: No Service Credit.
* 99.0% - 99.9%: 5% Service Credit of Applicable Monthly Subscription Fee.
* Below 99.0%: 25% Service Credit of Applicable Monthly Subscription Fee.

Mobile Heartbeat shall be entitled to perform maintenance and updates that may impact availability, as detailed in the Downtime section below.

* + - 1. **Monthly Uptime Percentage Calculation:**

The Monthly Uptime Percentage is calculated by subtracting the total minutes of Downtime during the month (as defined below) from the total minutes in the month and dividing that result by the total minutes in the month.

* + - 1. **Downtime**

Downtime is the total number of minutes in a given calendar month when the Mobile Heartbeat Services are completely unavailable for all users.

Downtime excludes, and Mobile Heartbeat will not be liable for any damages or losses resulting from the following:

* **Force Majeure:** Events beyond Mobile Heartbeat's control, including but not limited to natural disasters, acts of terrorism, wars, and government action.
* **Customer-caused issues (Not the fault of Mobile Heartbeat):** Including, but not limited to, failure to follow security practices, incorrect configuration, or misuse of the Mobile Heartbeat Services.
* **Third-party services:** Services provided by third parties (e.g., underlying Mobile Heartbeats infrastructure) or any failures outside of Mobile Heartbeat's direct control.
* **Maintenance Windows:** Scheduled maintenance, provided Mobile Heartbeat has given at least 24 hours' advance notice.
* **Urgent Maintenance:** In case of emergency or critical maintenance, Mobile Heartbeat will notify the Customer as soon as possible, but no minimum notice period is guaranteed.
	+ 1. Service Credit Process:
			1. Eligibility for Service Credits

To be eligible for Service Credits, the following conditions must be met:

* **Customer Support Ticket:** Customer must log a support ticket with Mobile Heartbeat within 24 hours of becoming aware of a service impact.
* **Claim Submission:** Customer must submit a claim by the end of the month immediately following the month in which Downtime occurred.
* **Required Information:** Claims must include the following:
	+ - * Detailed description of the incident causing Downtime.
			* Time and duration of Downtime.
			* Any relevant logs.
			* Actions taken by the customer to attempt to resolve the issue.
* **Provide full cooperation:** Customer must work with Mobile Heartbeat to investigate the cause of the issue.
* **Follow best practices:** Customer must adhere to Mobile Heartbeat's recommendations, security guidelines, and proper configuration instructions for using the Mobile Heartbeat Services.
	+ - 1. **Processing Service Credits**

Mobile Heartbeat will review the claim and process Service Credits within 45 business days of receiving the claim, provided the above obligations are met. If Mobile Heartbeat determines that the downtime was due to its own fault and outside the exclusions listed, Service Credits will be issued.

* + - 1. **Application of Service Credits**
* Service Credits will be applied to the Customer’s next invoice for the impacted Mobile Heartbeat Service.
* Service Credits are the sole and exclusive remedy for any Downtime issues under this SLA.
1. **Change Order & Other Services:** Any other services requested by Client or deviation from the scope or responsibilities set forth in this Hosting Policy shall be subject to a signed written change order between the parties. The form of the change order document shall be as mutually agreed and, at a minimum, include a description of the service changed, the estimated time to complete the task(s), the estimated cost(s), and deliverable timetable(s).
2. **Client Responsibilities:**
	1. It is Client's responsibility to make available the appropriate knowledgeable individual/individuals that can provide necessary information and testing of the restorative process on a 24x7 basis in connection with any critical severity errors until resolution is achieved.
	2. Client shall define and maintain a core team for the effective support and operation of the systems and to ensure that the Client responsibilities are performed, including without limitation testers and triage teams.
	3. During the term of this Hosting Policy, and subject to the terms and conditions of the Agreement and Mobile Heartbeat’s compliance with Client's applicable policies and procedures, Client will provide Mobile Heartbeat with reasonable and appropriate on-site access to each facility as necessary for Mobile Heartbeat to perform the Services under this Hosting Policy.
	4. Client shall follow Mobile Heartbeat’s reasonable security and operating procedures.
	5. Client shall assist Mobile Heartbeat with performing incident investigation, diagnosis and remedial activities, as reasonably requested by Mobile Heartbeat.
	6. Client shall formally notify Mobile Heartbeat ninety (90) days in advance as to any planned substantial system or network changes at the facility level that may result in a material data volume increase or changes to sources or destination of data. This would also include environmental changes such as relocating departments, equipment moves, construction, etc.
	7. Any data transfer and interfacing to third parties may require and be subject to additional terms.
3. **General:** Mobile Heartbeat may update or modify this Hosting Policy at any time