



# VNS Health HELPS Tool

## Service Level Agreement





This Service Level Agreement (“SLA”) shall apply to the VNS Health HELPS Tool (the “HELPS Tool”) licensed by VNS Health Management Services Organization (“VNS Health”) to Client pursuant to the VNS Health HELPS Tool SaaS Services Agreement (as amended from time to time, the “Agreement”). In the event of any conflict between the terms of the Agreement and this SLA, the terms of this SLA shall control.

VNS Health may modify the terms of this SLA by providing Client written notice to the email provided in the Agreement (or such other email designated by Client), provided that any such modification shall not materially change the terms of this SLA, the Agreement or the functionality of the HELPS Tool.

## **1.0 DEFINITIONS**

1.1 “SUPPORT REQUEST (LEVEL 1 Critical)” means an issue with the HELPS Tool which (i) causes the whole system to be down, or (ii) has a significant patient safety impact, with no obvious work-around.

1.2 “SUPPORT REQUEST (LEVEL 2 High)” means an issue with the HELPS Tool, not considered as a Level I support problem as defined in 1.1 above, which (i) materially and adversely affects multiple users and causes a disruption to the normal business activity of an entire department or group; (ii) causes serious disruption of an entire module/application of the HELPS Tool or is repeatedly, materially and adversely affecting Client usage of the data integrity, or (iii) causes material financial liability due to operational or informational deficiency.

1.3 “SUPPORT REQUEST (LEVEL 3 – Medium)” means an issue with the HELPS Tool which is not affecting the HELPS Tool’s ability to perform substantially in accordance with the documentation.



1.4 "SUPPORT REQUEST (LEVEL 4 – Low)" means any other issue with the HELPS Tool that does not meet the definitions set forth in Sections 1.1 through 1.3 above.

1.5 "RESPONSE TIME" means the elapsed time between the receipt of a service request and the time when VNS Health diligently begins the Maintenance and Support (as set forth in this SLA), including a verbal or written confirmation to the Client thereof.

1.6 "RESPONSE CENTER AND CONTACT PROCEDURE" shall mean:

Hours of Operation 9:00 AM to 5:00 PM ET

Contact Information: VNS Health HELPS Customer Support at 1-888-682-1380.

Email: in lieu of Customer Support email: [solutions@vnshealth.org](mailto:solutions@vnshealth.org)

**2.0 MAINTENANCE AND SUPPORT SERVICES.** Maintenance and Support will be provided only with respect to versions of the HELPS Tool that are being supported by VNS Health according to the following schedule: (a) a Major Update (defined below) will be supported for twelve (12) months after the commercial release of the next Major Update, provided always that Client makes use of the last Minor Update (as defined below) and any and all Software Update(s) (as defined below) of the first mentioned Major Update, and (b) a Minor Update will be supported for six (6) months after the commercial release of the next Minor Update, provided always that Customer makes use of the last Software Update of the related Major Update. The following general definitions shall apply:

**Major Update** shall mean major changes in the HELPS Tool's design, functionality, or user interface.

**Minor Update** shall mean upgrades that provide new or enhanced features. The upgrades do not represent functionality changes as significant as those involved in a Major Update.

**Maintenance Release** shall mean changes intended to increase stability or fix bugs. Such releases are occasionally referred to as ‘patches’. These releases are often transparent to the majority of the users.

**Software Update** shall mean major (new features) or minor (bug fixes) releases of the same version of the HELPS Tool for which Client currently has a license.

**2.1 LEVELS OF MAINTENANCE AND SUPPORT.** Maintenance and Support is available at the following Response Times:

- (i) Support Request (Level 1 - Critical) Response Time not to exceed one (1) hour, best effort patch or work-around within four (4) hours or otherwise VNS Health shall work around the clock until the Support Request (Level 1) is resolved, fixed or documented in next Major Update;
- (ii) Support Request (Level 2 - High) Response Time not to exceed two (2) hours, patch or workaround within twenty-four (24) hours or otherwise VNS Health shall work around the clock until the Support Request (Level 2) is resolved, fixed or documented in next Major Update;
- (iii) Support Request (Level 3- Medium) Response Time not to exceed one (1) business day, problem documented and input for consideration in next Major Update.
- (iv) Support Request (Level 4 - Low) Response time not to exceed (3) business days, or as otherwise agreed upon by the Client, problem documented and input for consideration in next Major Update.

**2.2 BASIC MAINTENANCE.** “Basic Maintenance” means that VNS Health will provide during VNS Health’s standard hours of service: (i) Software Updates and Minor Updates, when and if available, and related online Documentation, and (ii) telephone assistance with respect to the HELPS Tool, including (a) clarification of functions and features of the HELPS Tool; (b) clarification of the Documentation; (c) guidance in the operation of the HELPS Tool; and (d) error verification, analysis and correction to the extent possible by telephone. VNS Health’s standard hours



of service are Monday through Friday, 9:00 a.m. to 5:00 p.m. ET except for holidays as observed by VNS Health.

**2.3 SYSTEM AVAILABILITY.** VNS Health shall meet the performance specifications set forth in the Agreement.