

## HealthLink Service Level Agreement

This HealthLink Service Level Agreement defines and describes the standard services and support provided to all Customers using the HealthLink Services (Services).

By using the Services, the Customer agree to be bound by all of the terms and conditions of the HealthLink Master Service Agreement, the Healthlink Service Level Agreement and the Healthlink Terms of Use for Services (collectively, this Agreement), which are found in the HealthLink Website (<http://www.healthlink.net>).

### 1. Service Objectives

Support services are provided to the Customer so that the Services operate as specified; and any disruption to the Customer business resulting from defects, incidents or problems is kept to a minimum.

HealthLink will use generally accepted and commercially reasonable systems and processes to provide a consistently high quality level of service and support for all Services; covering the following:

- Incident Management
- Problem Management
- Service Management

### 2. Service Requests

2.1. **Support Request.** A Support Request is generally defined as a request for support to fix a defect in existing HealthLink Services or a request for information or service such as a question or request for password reset.

2.2. **Work Order.** A Work Order is generally defined as any request not covered under this agreement such as request to make modifications to the functionality of an existing system or any request to add functionality to an existing system. A Work Order would normally incur cost to the requesting Customer.

### 3. Levels of Support

Unless otherwise indicated, HealthLink will provide three levels of support defined as follows:

3.1. **Level 1.** This represents support which is provided by HealthLink Help Desk when it receives the Support Request from the Customer's clients or end-users. If this level of support cannot resolve the problem, the Support Request is passed to Level 2 support.

Support Requests are taken by the appropriate Level 1 help desk as follows:

Help Desk	Hours	Contact
Standard coverage (NZ & Australia)	8:00 A.M. to 6:00 P.M., Monday through Friday excluding national public holidays  Outside of these hours a voice answering service is available to record the call which will be returned on the following business day	New Zealand call Phone: 0800 288 887 Fax: 0800 288 885 Email: <a href="mailto:helpdesk@healthlink.net">helpdesk@healthlink.net</a>  Australia call Phone: 1800 125 036 Email: <a href="mailto:helpdesk@healthlink.net">helpdesk@healthlink.net</a>
Standard Coverage (Canada)	1:00 P.M. to 6:00 P.M. Pacific Time, Monday through Thursday excluding national public holidays	Canada call Phone: 1-800-254-5762 Email: <a href="mailto:helpdesk@healthlink.net">helpdesk@healthlink.net</a>

All Support Requests will be assigned to a support ticket in the HealthLink support system which support agents will process with all relevant details recorded and its status updated until it is resolved and or closed.

For issues that are deemed Severity 1 or 2 issues as outlined in Section 5 the Customers must call the Helpdesk to inform them of the issue.

- 3.2. **Level 2.** This is support provided by a HealthLink Service Delivery, Vendor Management and or Infrastructure specialist. Operational issues which require no code modifications will be resolved at this level. If resolution requires code modification, the Support Request is passed to Level 3 support.
- 3.3. **Level 3.** This is support provided by a HealthLink Development specialist. This level of support does perform code modifications, if required to resolve the problem, or in some cases requiring assistance from HealthLink Development specialist.

#### 4. Severity

The following characteristics are used to identify the severity of a reported issue to the Helpdesk. It is not necessary, nor is it likely, to have a perfect match of each characteristic to categorize a problem reported at a particular severity level. A given issue must be judged against each of the characteristics to make an overall assessment of which severity level best describes the problem. The Level 1 support agent determines the initial severity rating for the issue.

Severity 1 (Critical)	Severity 2 (High)	Severity 3 (Medium)	Severity 4 (Low)
<b>Business and financial exposure</b>			
The service is not available.	Part of the service failure creates a serious business and financial exposure.	The service failure creates a low business and financial exposure.	The service failure creates a minimal business and financial exposure.
<b>Work Outage</b>			
The service failure causes the Customer to be unable to work or perform some significant portion of their job.	The service failure causes the client to be unable to work or perform some significant portion of their job.	The service failure causes the Customer to be unable to perform some small portion of their job, but they are still able to complete most other tasks. May also include questions and requests for information.	The service failure causes the Customer to be unable to perform a minor portion of their job, but they are still able to complete most other tasks.
<b>Number of Customers Affected</b>			
The service failure affects a large number of Customers.	The service failure affects a large number of Customers.	The service failure affects a small number of Customers.	The service failure may only affect one or two Customers.
<b>Workaround</b>			
There is no acceptable workaround to the problem (i.e., the job cannot be performed in any other way).	There is an acceptable and implemented workaround to the problem (i.e., the job can be performed in some other way).	There may or may not be an acceptable workaround to the problem.	There is likely an acceptable workaround to the problem.

## 5. Levels of Service

The service levels offered by HealthLink to the Customer are described below.

Standard coverage			
Severity (Critical) 1	Severity (High) 2	Severity (Medium) 3	Severity (Low) 4
<b>Response Time</b>			
Within one hour.	Within four hours.	Within one working day.	Within two working days.
<b>Response Target</b>			
95% within one hour.	95% within four hours.	95% within one working day.	95% within two working days.
<b>Resolution Time or agreed action plan</b>			
Within two hours.	Within one working day.	Within two working days.	Within four working days.
<b>Resolution Target</b>			
95% within two hours.	95% within one working days	95% within two working days.	95% within four working days.

## 6. Escalation

The following escalation level is provided when Resolution Time are exceeded (generally used for Severity 1 and 2 incidents only).

Escalation Level	Escalation Point	Escalation Trigger
1	Customer Service Centre Manager	When Response and or Resolution Times are missed
2	Head of Operations	When Resolution Times are missed causing high business impact
3	Business/Account Executive	When Resolution Times are missed causing critical business impact

## 7. Service Availability

7.1. **Uptime.** Every effort will be made by HealthLink to conduct periodic monitoring of production applications to assess availability in order to meet the following service availability targets:

Standard coverage		
<b>Normal hours (New Zealand &amp; Australia)</b>	8 A.M. to 6 P.M. New Zealand Standard Time, Monday to Friday excluding public holidays	
<b>Normal hours (Canada)</b>	1 P.M to 6 P.M. Pacific Time, Monday to Thursday excluding public holidays	
Service uptime	99%	Measured over three months during normal service times across all customers
Outage notification	For outages more than two hours	Customer will be notified about the service outage
Outages	>95%	Resolved with four normal service hours or agreed action plan is in place.
After hours		
Service uptime	95%	Measured over three months during normal service times across all customers
Outages	Not applicable	

7.2. **Monitoring.** These checks are run on predetermined intervals with specific failure thresholds with respect to the service being provided.

HealthLink does not guarantee incoming and outgoing message delivery time and thus it is not included in its calculations or considered an outage if message flow is delayed. If a delay in message flow is due to a complete Service, server, or network outage, Service Availability will be calculated related to those services only. HealthLink will use commercially reasonable efforts to provide reasonable times for incoming and outgoing message flow.

## 8. Maintenance

8.1. **Scheduled Maintenance.** To ensure optimal performance and security of the Services, HealthLink will routinely perform maintenance on a regularly scheduled basis within its published maintenance windows. This may require specific Services to be suspended during the maintenance period. HealthLink schedules maintenance windows according to its policies, which are available upon

request. Service unavailability due to scheduled maintenance will be excluded from uptime calculations for availability.

- 8.2. **Emergency Maintenance.** Under certain circumstances HealthLink may need to perform emergency maintenance, such as security patch installation or hardware replacement. HealthLink will not be able to provide Customers with advanced notice in case of emergency maintenance. Service unavailability due to emergency maintenance will be excluded from the uptime calculations.
- 8.3. **Hardware Replacement.** HealthLink will use industry standard practices to determine whether server hardware is functioning properly and will replace non-functioning hardware with similarly functioning hardware. HealthLink shall use commercially reasonable efforts to organise hardware replacement within twenty four (24) hours from the time the problem is identified.

## 9. Change Control

- 9.1. **Production Change Control.** HealthLink will use commercially acceptable practices and processes at its discretion to control and manage the changes made or introduced into the HealthLink production systems and services. These production changes may be performed as part of maintenance activities in Section 8.
- 9.2. **Other Change Control Processes.** HealthLink is not obligated to comply to other change control processes such as but not limited to a specific change control process (e.g. user acceptance test, pilot) unless with prior agreement through a Work Order or a Custom Service Agreement.

## 10. Disaster Recovery and Back-Up

HealthLink performs routine server backups for disaster recovery purposes only. Server backup scope and scheduling is at HealthLink's sole discretion. THE COMPANY DOES NOT MAINTAIN HISTORICAL BACK-UP COPIES FOR THE PURPOSE OF POINT IN TIME DATA RECOVERY UNLESS SPECIFICALLY AGREED TO IN A CUSTOM SERVICE AGREEMENT.

## 11. Data Retention

HealthLink shall retain Customer data while the Customer account is active following the HealthLink data retention policy, including but not limited to the content of private mailboxes and public folders within the database information store, active directory, log files and backup copies. HealthLink shall not be responsible for retaining any of the Customer data after account termination. All data may be deleted from the servers after the Customer account is terminated and from backups during scheduled backup rotation. HealthLink shall not restore, and or provide on any storage media or send out any data pertaining to terminated accounts, unless specifically noted in a Custom Service Agreement.

## 12. Reporting and Notification

- 12.1. **Metrics Reporting.** Standard reporting on metrics related to performance targets will be provided to Customer on request.
- 12.2. **Status Reporting.** Standard reporting on status of issues, problems, defects and requests will be provided to Customer on request.
- 12.3. **Notification.** Email notification will be sent to Customer who have provided their email address details to HealthLink within two hours of detection of an unplanned service outage and another email notification once the service is successfully restored from outage.

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### 13. Changes to Service Level Agreement

- 13.1. **Termination of Agreement.** This SLA is deemed terminated upon termination or closure of the Customer account with HealthLink.
- 13.2. **Amendment to Agreement.** Pursuant to Section 1, HealthLink may vary terms and conditions of this SLA with at least 30 calendar days prior notice to the Customer, which notice may be given by Healthlink posting the varied Service Level Agreement on its website or by otherwise notifying the Customer in writing. The Customer's continued use of the Services after the notice period shall be deemed to be acceptance of the the varied Service Level Agreement. Variations and additions to the SLA specific to a Customer are to contained in a Custom Service Agreement and any agreed variations to the the Custom Service Agreement therefrom. Custom Service Agreement and variations therefrom must be accepted and signed by both HealthLink and Customer to be valid and enforceable.

### 14. Dependence on Other Organizations

HealthLink is dependent on other organizations such as telecommunications providers, internet services providers and third party application software providers (e.g., practice management systems, electronic medical record systems, laboratory information systems, hospital administration systems, etc.).

HealthLink will use its reasonable endeavours to interface with these organizations in order to ensure the delivery of its services to the Customer and resolve any issues affecting the delivery of its services but will not accept any responsibility for any deficiency or failure of these organizations to deliver their services which are outside the control of HealthLink.