Rackspace Private Cloud

RACKSPACE EHR CLOUD PLATFORM AVAILABILITY GUARANTEE

In addition to any other terms and conditions of Customer's Agreement with Rackspace, Customer agrees this Rackspace EHR Cloud Platform Availability Guarantee ("**RHC PAG**") shall be part of and subject to the terms of the Agreement, only where specifically incorporated by reference into the Customer's Service Order.

1. ADDITIONAL DEFINED TERMS.

"**IRIS Storage Device**" means a Rackspace EHR Cloud production platform storage device hosting a (IRIS only) Supported ODB (as defined in the Product Terms for Epic Managed Services).

"**PAG Availability**" means that the Rackspace EHR Cloud production platform has successfully responded to the Rackspace's standard Hosted System availability monitoring tooling and/or is able to send and receive information.

"**PAG Read Latency**" means the 'Average Read Latency (ms)' within the 'Database Scalability and Performance Metrics Report' generated through the Epic System Pulse component of the Monitoring provided as part of Epic Managed Services.

"**Epic Managed Services**" means Rackspace Epic Managed Services (subject to the Product Terms presently found at the following URL: https://www.rackspace.com/information/legal/ems, as periodically updated by Rackspace) deployed into production, and conforming at all times to the Epic Hardware Configuration Guide and Rackspace Configuration Requirements.

"**Rackspace EHR Cloud**" means only the Hosted System (identified as a Rackspace EHR Cloud solution in the Service Order into which this RHC PAG is incorporated by reference, excluding always the API and control panel) subject to the Rackspace SDDC Business Product Terms (presently found at the following URL: https://www.rackspace.com/information/legal/sddc-business as periodically updated by Rackspace), conforming at all times to the Epic Hardware Configuration Guide and Rackspace Configuration Requirements, and with no Customer managed devices.

2. PAG AVAILABILITY SLA.

2.1. PAG Availability SLA Commencement Date. This PAG Availability SLA in section 2.2 shall commence on Customer's receipt of a ticket from Rackspace notifying Customer that the Rackspace EHR Cloud platform has achieved 99.999% PAG Availability for two consecutive calendar months.

2.2. PAG Availability SLA. If Rackspace fails to achieve 100-99.999% PAG Availability in any calendar month during the Initial Term or any Renewal Term and the failure adversely affects Customer's Hosted System, Customer is entitled to request a credit equal to a percentage of the monthly Recurring Fee for the affected Rackspace EHR Cloud production platform device (as shown in the table below).

PAG Availability	PAG Credit
<99.999% - 99.750%	2%
<99.750% - 99.500%	5%
<99.500% - 99.000%	10%
<99.000% - 97.000%	12%
<97.000%	15%

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3. PAG READ LATENCY SLA. If Rackspace fails to achieve <2ms PAG Read Latency for the IRIS Storage Device for two or more consecutive days in any calendar month during the Initial Term or any Renewal Term and the failure adversely affects Customer's Hosted System, Customer is entitled to request a credit equal to 3% of the monthly Recurring Fee for the affected IRIS Storage Device.

4. MAINTENANCES AND CREDITS.

4.1. Maintenance. Customer is not eligible for a credit remedy if an SLA failure results from Maintenance. "**Maintenance**" means:

(A) Rackspace Maintenance Windows: Modification or repairs that Rackspace has provided notice of at least 72 hours in advance, and that occurs outside of Business Hours;

(B) Scheduled Customer Maintenance: Maintenance of the Hosted System or Supported Epic Environment (as defined in the Epic Managed Services Product Terms) that Customer requests and that Rackspace schedules with Customer in advance (either on a case by case basis, or based on standing instructions), and including periods during which Customer sets or requests an alert suppression on the Customer Configuration or Supported Epic Environment;

(C) Emergency Maintenance: Critical unforeseen maintenance needed for the security or performance of Customer's Hosted System, Supported Epic Environment or Rackspace's network.

4.2. Credit Request Process. Customer shall request a credit in writing via a support ticket no later than 14 days following the occurrence of the event giving rise to the credit. Rackspace shall contact Customer within 30 days to approve or reject the claim or to request more information. For the purpose of determining the amount of a credit, time periods shall be measured from the time stamp generated by Rackspace's ticket system or the time an interruption or latency is recorded in Rackspace's monitoring system until the condition giving rise to the credit has resolved. If the claim is approved, the credits will be applied to future invoices. Unused credits shall not be refunded. Customer is not eligible to request a credit for a failure to meet an SLA which results from denial of service attacks, viruses or malware, hacking attempts, or any other circumstances that are not within Rackspace's control. Credit remedies identified in specific currency amounts are awarded in the amount matching the currency on Customer's invoice.

5. LIMITATIONS AND EXCLUSIONS.

5.1. This RHC PAG applies only if: (i) Customer has purchased and maintains Epic Managed Services deployed into production on the Rackspace EHR Cloud platform; (ii) all Services are maintained in a supported fashion, and there are no Unsupported Services; (iii) all devices have at least one independent backup device which is either active/passive or active/active in normal operation of the Hosted System (with monitoring configured on both primary and backup devices); (iv) Rackspace has full logical access to the Hosted System and Supported Epic Environment at all times; and (v) Customer provides Rackspace in a timely manner, all required cooperation, and complete and accurate information, as reasonably requested or required for the Services and SLA administration.

5.2. This RHC PAG does not apply to any SLA failure resulting from: (i) changes to the Hosted System or Epic Managed Services made by Customer, or which Customer otherwise causes or requests; (ii) traffic spikes or application load (including but not limited to capacity management for which Customer is responsible) arising from external factors outside of Rackspace control; (iii) deficiencies, bugs or issues in Customer's application, application code, data structures, system software, operating system, configuration, Third Party Software or a Third Party Services defect, or any vendor-supplied patches; (iv) abnormal or erroneous Customer activities or input (e.g., runaway user query, faulty batch job); or (v) events that might have been avoided or mitigated if Customer had not disabled, blocked, or removed Rackspace's monitoring or security elements, or otherwise interfered with Rackspace's ability to provide the Services. If both a Product Terms SLA and the SLA in this RHC PAG are applicable to a single event, then Customer shall be eligible for the single SLA yielding the highest credit amount.

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