

SERVICE LEVEL AGREEMENT

This Service Level Agreement (this “**Agreement**”) applies to the use of the generally available web-based, on-line, hosted software as a service listed in your contract and provided by sHS for use with other services provided to the End User (the “**SAAS Services**”) through www.helloimspencer.com (this “**Website**”). By using this Website and the SAAS Services, you (“**End User**”) accept and are bound by this Agreement. This Agreement is subject to change by SPENCER HEALTH SOLUTIONS, LLC (referred to as “**sHS**”, “**us**”, “**we**”, or “**our**” as the context may require) without prior written notice at any time, in our sole discretion. The latest version of this Agreement will be posted on this Website, and you should review this Agreement prior to purchasing any product or services that are available through this Website. Your continued use of this Website and the SAAS Services after a posted change in this Agreement will constitute your acceptance of and agreement to such changes.

1. Service Levels. Subject to the terms and conditions of your contract with us, including without limitation, our SaaS License Terms and Conditions (the “**SAAS Terms**”), we will use commercially reasonable efforts to make the SAAS Services available. If for any reason, we become aware that we are unable to provide the SAAS Services, including due to an equipment/software failure, we, in our sole discretion, shall be permitted to suspend the SAAS Services at any time. There will be no refund, offset or reduction in our fees for suspended SAAS Services, provided, however, suspended SAAS Services do not exceed ten (10) days. sHS will make a pro rata service level credit (the “**Service Credit**”) to you based on your monthly subscription rate for any period of suspended SAAS Services in excess of ten (10) days.

2. Exceptions. For purposes of calculating the pro rata Service Credit to you, the impaired ability of End User or its authorized users to access or use the SAAS Services that is due, in whole or in part, to any of the following will be deemed an exception to availability of the SAAS Services and will not qualify for any Service Credit: (a) access to or use of the SAAS Services by End User or any authorized user that does not strictly comply with the SAAS Terms; (b) any delay or failure to perform any of End User’s obligations under your contract with us, including without limitation, the SAAS Terms, in accordance with the respective terms and conditions; (c) End User’s or its authorized user’s Internet connectivity; (d) a government or court order, including a temporary restraining order, an injunction, specific performance, and any other relief or determination made by a court of competent jurisdiction or government agency (e.g., the FDA); (e) any failure or delay in our performance when and to the extent such failure or delay is caused by or results from acts or circumstances beyond our reasonable control, including, without limitation, acts of God, flood, fire, earthquake, explosion, governmental actions, war, invasion or hostilities (whether war is declared or not), terrorist threats or acts, riot or other civil unrest, national emergency, revolution, insurrection, epidemic, lockouts, strikes or other labor disputes (whether or not relating to our workforce), or restraints or delays affecting carriers or inability or delay in obtaining supplies of adequate or suitable materials, materials or telecommunication breakdown or power outage; (f) failure, interruption, outage or other problem with any software, hardware, system, network, facility, third-party infrastructures, or other matter not supplied by us pursuant to the SAAS Terms; (g) scheduled outages of the SAAS Services; or (h) disabling, suspension or termination of the SAAS Services.

3. Notice Requirements. In order to receive a Service Credit, you must notify us within 48 hours from the time of suspended service, and failure to provide such notice will forfeit the right to receive Service Credit. Such credits may not be redeemed for cash.

4. Limitation of Liability. In no event, will a Service Credit for any monthly service period exceed twenty percent (20%) of the total fees that would be payable for the monthly service period if no service level failure had occurred. Your account must be current to be eligible for any Service Credit. **EXCEPT AND UNLESS SPECIFICALLY PROHIBITED BY LAW, SUCH SERVICE CREDIT SHALL BE YOUR SOLE AND EXCLUSIVE REMEDY FOR AN INTERRUPTION OF SERVICE.** Any credits

provided by sHS are at our sole discretion and in no event shall constitute or be construed as a course of conduct by sHS.