



Exhibit B – Service Level Agreement

This Service Level Agreement (this “SLA”) is incorporated into the Client Service Agreement by and between pVerify and Client, as such SLA may be amended from time to time.

*Client must provide pVerify personnel with all such cooperation and assistance as they may reasonably request, or otherwise may reasonably be required, to enable pVerify to perform under this SLA, including reasonable access to Client’s systems, broadband internet connectivity, and the provision any EHR/PM specific API or other permissions as required and, if pVerify’s personnel will be onsite, a safe and adequate working environment.

Customer Support: pVerify will provide Client with customer support in accordance with the levels set forth in the Order Form except during any circumstances beyond its reasonable control or scheduled or unscheduled emergency maintenance. Any additional customer support beyond the levels set forth in the Order Form will be provided only pursuant to a mutually agreed upon amendment to an Order Form or a separate Order Form. Any such other customer support will be billed at pVerify’s then-current, times and materials commercial rates.

Platform Interruptions: pVerify will communicate via email or text message, unless otherwise agreed upon in writing. Client will provide contact names, email addresses, and phone numbers for pVerify to use for communication.

In support of the services covered by this SLA, pVerify will use commercially reasonable efforts to respond to service-related incidents and requests within the following time frames:

Request Priority Level	Description	Time to Respond
Severe	Service is unavailable or a substantial subset of functionality is unavailable without a workaround, security issues, or data integrity issues.	2 hours
High	Intermittent issues, issues with system performance, and issues with available workarounds.	4 hours
Medium	Any other bugs and issues that are not considered as Severe and High.	2 business days
Low	Enhancements, tech questions	4 business days

Client shall submit requests with the priority level specified; however, pVerify reserves the right to reasonably increase or decrease the priority level in its sole discretion. pVerify will use commercially reasonable efforts to resolve all requests promptly but cannot guarantee a time to resolution due to the inherent variability in effort and corresponding time required to resolve issues. pVerify will communicate resolution efforts with the Client in a timely manner and consistent with the communication protocol.

Uptime: pVerify targets a 98% Platform uptime calculated monthly (the “Uptime Target”) of the systems used or controlled by pVerify to provide Client access and use of the pVerify Products and Services under this Agreement. Batch verification will be based on mutually agreed turn-around time. pVerify shall not be liable for delays in performance under this Agreement or for failure to perform hereunder by reason of any third party’s failure (such as payers, clearinghouse etc.) to provide pVerify with the data necessary for complete and proper transmission of the pVerify Products and Services. In addition, Uptime Target excludes all delays, disruptions, suspensions, or otherwise adverse effects to the Platform caused by a Service Exemption (as defined below). pVerify will, within three (3) business days after commencement of any condition which is causing or may cause delay, notify Client in writing describing the circumstances preventing continued performance and the efforts being made to resume performance of this Agreement.



Maintenance Events: From time to time, pVerify or its hosting provider may perform repairs, replacements, upgrades, updates, patches, fixes, or other maintenance which may delay, disrupt, suspend, or otherwise affect availability of the Platform (each a “Maintenance Event”). pVerify will use commercially reasonable efforts to attempt to minimize the impact of Maintenance Events but will have sole discretion in determining the need for, and scope of, any Maintenance Event.

Service Exemptions: A “Service Exemption” is deemed to occur when unavailability, delay, disruption, or downtime to the Platform is directly or indirectly caused by:

- A scheduled or planned Maintenance Event;
- Factors outside of pVerify’s reasonable control;
- Use of the Platform in violation of the Client Service Agreement by and between pVerify and Client or this SLA;
- Force Majeure Events, including without limitation, acts of war, acts of God, natural disaster, pandemic, health crisis, government act, utility outages, denial of service attacks, failure of communication lines and/or the Internet, and the occurrence of vulnerabilities or exploits which could not have been avoided with commercially reasonable care;
- Client’s systems;
- Third party service or equipment (including software or technology) malfunctions;
- Combination, operation, or use of the Platform in or with any technology (including any software, hardware, firmware, system, or network) or service not provided by pVerify;
- Client or any third party’s negligence, abuse, misapplication, misuse, or manipulation of or damage to the Platform (including the Technology) or any of Client’s materials or Client’s systems in any respect; or
- Use of older versions of web browsers or operating systems or platforms.

Service Credits: If the Monthly Uptime Percentage fails to meet pVerify’s service commitment as defined herein, Client will be eligible to receive a Service Credit, outlined below:

Monthly Uptime Percentage Service Credit

98% or above	None
Below 98.0%	10% of monthly service charges or \$10,000, whichever is smaller

This SLA and the Service Credits provided hereunder are the Client’s sole and exclusive remedy for any Platform Interruptions. To receive a Service Credit, Client must submit a claim by emailing support@pverify.com. To be eligible, the credit request must be received by pVerify within sixty (60) days after which the incident occurred and must include:

- “**SLA Credit Request**” in the subject line
- Dates and times of each Platform Interruption incident that Client is claiming.
- Logs that document the errors and corroborate Client’s claimed outage (any confidential or sensitive information in these logs should be removed or replaced with asterisks).

If the Monthly Uptime Percentage of such request is confirmed by pVerify and is less than the Uptime Target, then pVerify will issue the Service Credit to Client within one billing cycle following the month in which request is confirmed by pVerify. Client’s failure to provide the request and other information as required above will disqualify Client from receiving a Service Credit.

Call pVerify with any questions 1-800-974-2995 or email: support@pverify.com.