

HOSTING POLICY

These Hosted Services Terms and Conditions (the “Hosting Policy”) apply to Mobile Heartbeat software and subscription services (“Software”) for so long as they are hosted on the cloud by Mobile Heartbeat.

1. **Overview:** This Hosting Policy is entered into by and between the parties to govern the hosting and support of software set forth in a written agreement between the parties or pursuant to Mobile Heartbeat’s End User License Agreement (the “Agreement”).
2. **Hosting Services:** As applicable, Mobile Heartbeat will provide the following hosting services for the Software to Client’s relative facilities subject to the availability targets set forth herein:
 - 2.1. **Backup Services**
 - 2.1.1. Develop data backup and retention procedures and schedules for Software files before go-live;
 - 2.1.2. Perform regular test and audit procedures and practices to facilitate recoverability and verify that actual practices are consistent with procedures;
 - 2.1.3. Perform maintenance and implementation of data backup processes and procedures;
 - 2.1.4. Perform routine backup procedures in accordance with Mobile Heartbeat product/service recommendations so as not to adversely impact Client’s scheduled operations, including regular backups;
 - 2.1.5. Set up processes that allow backup and restore of databases, system software, content and application code;
 - 2.1.6. Define and implement data retention strategies;
 - 2.2. **Service Administration and Operations**
 - 2.2.1. Schedule change activities with the goal of minimizing interruptions to the services;
 - 2.2.2. Monitor the environment for selective service alert conditions;
 - 2.2.3. Notify Client of planned and ongoing changes to the environment that are reasonably likely to have a material effect on the services;
 - 2.2.4. Provide Client with prompt notification of changes made by Mobile Heartbeat on an emergency basis; and
 - 2.2.5. Publish and distribute Mobile Heartbeat service hours with scheduled outages for maintenance.
 - 2.3. **Performance Monitoring and Capacity Management**
 - 2.3.1. Monitor, collect, and analyze service performance, utilization data for computer, network, application, and general availability;
 - 2.3.2. Establish thresholds and exception reporting procedures;
 - 2.3.3. Leverage cloud-native tools and data collection to ensure service scalability; and
 - 2.3.4. Subject to the limitations set forth in the Agreement and this Hosting Policy, maintain the necessary capacity of required resources to meet Client’s business and technical requirements.
 - 2.4. **Wide Area Network Edge Perimeter Services**
 - 2.4.1. Maintain the availability, performance, and security of communication networks by leveraging cloud-native tools, including without limitation, virtual networks, firewalls, network security groups, private endpoints.
 - 2.4.2. Data communications design and support;
 - 2.4.3. Manage the data communications network for performance, service, and contract compliance;
 - 2.4.4. In conjunction with all relevant parties, design and provide a wide area network, with sufficient capacity as determined by Mobile Heartbeat, required to establish and maintain communications links to facilitate data transfer between the Client sites and Mobile Heartbeat cloud environment;
 - 2.4.5. Evaluate and adjust connectivity to the Client sites as necessary; and
 - 2.4.6. Coordinate and manage the implementations, moves, and changes of data communications methods in conjunction with the relevant parties.

- 2.5. Systems Change Management
 - 2.5.1. Provide change management services in accordance with Information Technology Infrastructure Library (ITIL) practices for IT service management, including, but not limited to, testing, qualifying, and documenting any changes to the cloud environment. Client will test applications, validate, and document against new releases of software or implementation of services in accordance with ITIL practices, unless otherwise mutually agreed upon by the parties.
- 2.6. Disaster Recovery Planning and DR Test Coordination: Mobile Heartbeat shall provide disaster recovery services to Client under this Hosting Policy in accordance with a disaster recovery plan including the following:
 - 2.6.1. The service and software configurations designated for support of critical applications during a declared disaster and connection to the data network, and the growth limits with respect thereto;
 - 2.6.2. A data network recovery plan, including, but not limited to, a strategy for redundancy in place in the event of a disaster and recoverability (only to the extent the necessary network connectivity to Client's remote site is included in the configuration);
 - 2.6.3. A brief description of the critical services and functions related to the critical applications, including a prioritized listing of the critical applications, and any backup processes and components;
 - 2.6.4. Each party's recovery responsibilities in the event of a disaster and details regarding recovery information, procedures and schedules;
 - 2.6.5. Identification of each party's recovery teams, including the names of individuals authorized by each party to declare a disaster, contact information for key Mobile Heartbeat disaster recovery personnel, and notification procedures; and
 - 2.6.6. Mobile Heartbeat, in cooperation with Client, shall perform an initial test of the disaster recovery plan as mutually agreed upon, and annually hereafter, to determine whether the plan remains practicable and current.
 - 2.6.7. Disaster recovery testing will be coordinated with Client, and Mobile Heartbeat will provide Client with a report of the test following each disaster recovery test.
 - 2.6.8. Mobile Heartbeat will at all times during the term of this Hosting Policy maintain redundancy with respect to the services as set forth in the disaster recovery plan.
- 2.7. Availability: Subject to the terms and conditions of the Agreement, Mobile Heartbeat will cause the enumerated systems to be available to Client in accordance with the application availability targets as set forth in the table below. Availability shall be calculated on a monthly basis, excluding (a) the corresponding regular maintenance set forth below; and (b) other planned downtime associated with more robust maintenance such as hardware updates or critical maintenance activities where there is a material risk to either party, which will be scheduled at mutually agreed upon times (agreement only to be withheld or delayed by either party in conjunction with reasonable operational concerns).

Application	Availability	Service Credit	Regular Maintenance
Banyan services	100%-99.5%	0%	Eight (8) hours monthly for regular maintenance including activities such as patching and testing. Mobile Heartbeat will develop with Client a schedule of regular maintenance windows which may be updated from time to time by the Parties.
	99.4%-98.5%	5%	
	98.4%-97.5%	10%	

Reporting & Credit: Following Go-Live of Software, Mobile Heartbeat shall provide reporting with respect to availability of applicable services, and, to the extent the availability target has not been met for a particular month, such report shall include information regarding the time periods for restoration of a service, the root causes of any service failures and errors, and

other relevant information with respect to the failure to meet the availability target. In the event Mobile Heartbeat fails to meet the Availability targets above, within thirty (30) days of such default, Client is entitled to receive the corresponding credit set forth above of the applicable service fees paid by Client (upon written notice) for the period in which the availability target default occurred.

Exclusions: Mobile Heartbeat shall not be responsible for any failure to meet the availability target set forth in this Hosting Policy if such failure is due to: (i) Client's or Client's affiliates' negligent or wrongful acts or omissions, including any misuse or abuse of the services or use in violation of the Agreement; (ii) any force majeure event, except where Mobile Heartbeat has failed to comply with its disaster recovery obligations hereunder; (iii) third-party software, content and services not provided by Mobile Heartbeat; (iv) malicious attacks on Mobile Heartbeat, except where Mobile Heartbeat has failed to use commercially reasonable efforts pursuant to, but in no event less than accepted industry standards, to prevent viruses or programming routines intended to interfere, damage, corrupt, surreptitiously intercept or expropriate any system or data used in networking equipment; (v) unless otherwise mutually agreed by the parties in advance, an atypical, material percentage increase (or "spike") in service utilization as a result of any acts of Client or its affiliates not reasonably expected hereunder; or (vi) to the extent not within Mobile Heartbeat's reasonable control, any delays, downtime or transmission issues caused by the cloud service provider, including without limitation, any delays caused by networks owned or controlled by Client, its affiliates and any third-party provider of any of the elements of the Services.

3. Change Order & Other Services: Any other services requested by Client or deviation from the scope or responsibilities set forth in this Hosting Policy shall be subject to a signed written change order between the parties. The form of the change order document shall be as mutually agreed and, at a minimum, include a description of the service changed, the estimated time to complete the task(s), the estimated cost(s), and deliverable timetable(s).
4. Client Responsibilities:
 - 4.1. It is Client's responsibility to make available the appropriate knowledgeable individual/individuals that can provide necessary information and testing of the restorative process on a 24x7 basis in connection with any critical severity errors until resolution is achieved.
 - 4.2. Client shall define and maintain a core team for the effective support and operation of the systems and to ensure that the Client responsibilities are performed, including without limitation testers and triage teams.
 - 4.3. During the term of this Hosting Policy, and subject to the terms and conditions of the Agreement and Mobile Heartbeat's compliance with Client's applicable policies and procedures, Client will provide Mobile Heartbeat with reasonable and appropriate on-site access to each facility as necessary for Mobile Heartbeat to perform the Services under this Hosting Policy.
 - 4.4. Client shall follow Mobile Heartbeat's reasonable security and operating procedures.
 - 4.5. Client shall assist Mobile Heartbeat with performing incident investigation, diagnosis and remedial activities, as reasonably requested by Mobile Heartbeat.
 - 4.6. Client shall formally notify Mobile Heartbeat ninety (90) days in advance as to any planned substantial system or network changes at the facility level that may result in a material data volume increase or changes to sources or destination of data. This would also include environmental changes such as relocating departments, equipment moves, construction, etc.
 - 4.7. Any data transfer and interfacing to third parties may require and be subject to additional terms.