

1UPHEALTH

TERMS OF SERVICE

Last Updated: August 21, 2025

These Terms of Service (these “TOS”) are entered into by and between 1upHealth, Inc. (“1upHealth”, “we”, “us”, or “our”) with offices at 280 Summer Street, Boston, MA 02210 and the entity, along with any subsidiaries and affiliates identified on an Order Form subject to the term hereto (the “Customer” or “you”) (each, a “Party”, and collectively, the “Parties”) to establish the general terms and conditions that govern the service relationship between the Parties.

The TOS do not require a physical signature to be legally binding; by executing an Order Form that references these TOS, or simply by using our Services in any capacity, you acknowledge that you have read, understood, and agree to be bound by these TOS.

The Parties agree as follows:

1. Definitions.

The following terms, when used in the TOS will have the following meanings:

- a. “*1upHealth Materials*” means software, hardware, programming tools, Documentation, reports, data, devices, know-how, methods, processes, and other inventions, works, and technologies, now existing or created after the date of the TOS, related to the Services or other 1upHealth products or services, including such matter created or used by 1upHealth in connection with the TOS or providing the Services, including all associated intellectual property rights. 1upHealth Materials also includes third-party reports, audits, and similar analyses, written or otherwise, about 1upHealth related to 1upHealth security and compliance procedures and policies.
- b. “*Confidential Information*” means any information or data, regardless of whether it is in tangible form, disclosed by either party that is either marked as confidential or proprietary; has been identified in writing as confidential or proprietary within thirty (30) days of disclosure; or based on the nature of the information disclosed would, or should, be known to a reasonable person to be Confidential Information; provided, however, that (i) information related to or regarding a disclosing party’s business plans, finances, strategies, and current and prospective customers will be deemed Confidential Information of the disclosing party; and (ii) all information concerning the 1upHealth Materials.
- c. “*Documentation*” means the printed and digital instructions, on-line help files, technical documentation, technical specifications, and user manuals for the Services, if any.
- d. “*Order Form*” means any commercial order form entered into by and between the Parties for the Services attached hereto or otherwise executed by and between the Parties and subject to the terms of the TOS.
- e. “*Services*” means the 1upHealth platform (including all associated products and services identified in an Order Form) as modified or supplemented from time to time that allows Customers to convert, store, analyze, and exchange (i.e. send and receive) relevant patient information with other persons who are legally authorized or permitted to receive such information.

2. Services.

- a. Subject to Customer’s payment of all applicable fees, 1upHealth hereby grants Customer a non-exclusive, non-assignable, limited right and license during the term of the applicable Order Form to access and use the Services solely in accordance with, and as permitted by, these TOS, the Documentation, applicable law and any other scope limitation specified in an applicable Order Form. Except as expressly granted herein, 1upHealth hereby retains any and all rights, including all intellectual property and copyrights, in the 1upHealth Materials.
- b. Customer may from time to time provide suggestions, comments or other feedback (“Feedback”) to 1upHealth with respect to the Services. 1upHealth will be free to use, disclose, reproduce and otherwise exploit the Feedback as it sees fit, and may proceed with the development of enhancements, new features or functionality based on such Feedback at its sole discretion.
- c. All Services are performed, controlled, and operated from US-based facilities, and 1upHealth makes no representations that the Services are appropriate or available for use in other locations. If end users located outside the United States access or use the Services to store, process, or transmit data, or if Customer or its end users use the Services to process data concerning patients located outside of the United States, Customer understands that Customer and not 1upHealth, is entirely responsible for compliance with all applicable laws and regulations related to such activities, including but not limited to export and import regulations. Customer may not

use the Services if Customer is a resident of a country embargoed by the United States, or are a foreign person or entity blocked or denied by the United States government.

d. Customer hereby consents to lupHealth's use of subcontractors and agents in the performance of its obligations hereunder; provided that lupHealth will remain fully liable for the acts and omissions of its agents and subcontractors as if performed by lupHealth.

e. lupHealth may immediately and without notice limit, suspend, or terminate Customer's access to or use of the Services to correct or prevent a breach of lupHealth's [privacy policies](#), TOS, and the provisions of the TOS.

f. From time to time, lupHealth may offer beta features of the Services to Customer, and Customer may choose to try such beta offerings or not in Customer's sole discretion. Customer acknowledges that (i) such features are not eligible for any warranties under these TOS (ii) such features may contain errors, design flaws or other problems, (iii) it may not be possible to make such features fully functional; (iv) use of such features may result in unexpected results, corruption or loss of data, or other unpredictable damage or loss; (v) such features may change and may not become generally available; and (vi) lupHealth is not obligated in any way to continue to provide or maintain such features for any purpose in providing the Services pursuant to these TOS. Such beta features are provided "AS IS" and lupHealth makes no warranties of any kind with respect to any beta features.

3. Customer Obligations.

a. Without limiting the foregoing, Customer shall not (and shall not permit any end users or any other third party to) do any of the following: (i) use the Services to load, store, or transmit data that infringes the rights of third Parties; (ii) provide access to or use of the Services to anyone other than end users; (iii) resell, sublicense, lease, encumber, copy, or transmit the Services or Documentation; (iv) use the Services, or any part thereof, for a purpose that is abusive, malicious, or deceptive; (v) derive specifications from, reverse engineer, reverse compile, disassemble, translate, record, or create derivative works based on the Services; (vi) use the Services in a way that materially delays, interferes with, or compromises the functionality or security of any lupHealth products or services, or equipment, software, or systems included with or supporting such items, or that compromises the confidentiality or privacy of data loaded, stored, or transmitting using the Services; (vii) perform security, benchmark, or penetration testing of the Services or related infrastructure, or disclose the results of such testing, without the prior written consent of lupHealth's Chief Security Officer; and (viii) remove or modify lupHealth or third-party trademarks or proprietary rights notices contained in or on the Services.

b. For the avoidance of all doubt, use of the Services will not be considered medical advice and the Services are not intended for use of determining the accuracy, completeness or appropriateness of any clinical, billing, coding, diagnostic, or other health information provided by Customer, any end user, or by any other third party.

c. Customer shall obtain and operate all systems and equipment needed to connect to, access or otherwise use the Services. Customer shall ensure that all systems and equipment are compatible with the Services. Customer is solely responsible for maintaining the integrity and security of its systems and equipment (physical, electronic, and otherwise).

4. Payment Terms.

a. Customer will pay the fees set forth in, and in accordance with, the relevant Order Form. Unless otherwise set forth on the Order Form, fees are quoted and payable in United States dollars. All fees and payments will be due and payable thirty (30) days after the invoice date without any withholding, deduction, offset, setoff, or other charge. Any payments or portions thereof due hereunder which are not paid on the date such payments are due will bear interest at a rate of the lesser of (i) 1.5% per month or (ii) the highest rate allowed by law. In addition to the foregoing, failure to pay owed amounts for a period that is longer than sixty (60) days from the date such amounts are due, may, at lupHealth's sole discretion, result in a late payment, limitation, or suspension of Customer's use of the Services until such overdue amounts are paid in full, or termination of these TOS in accordance with Section 9. lupHealth's remedies under this Section are cumulative of other remedies available under these TOS or at law.

b. Following the termination of the Initial Term (as defined herein) of any Order Form, lupHealth shall be entitled to increase the fees charged for any Service once per calendar year. lupHealth shall provide Customer with written notice of any such pricing increase at least ninety (90) days prior to the increase. Customer will be deemed to have accepted the increase if it does not dispute in writing the increase within seventy-five (75) days receipt of notice.

c. Customer will be responsible for all federal, state and local taxes and charges imposed on Customer or with respect to the Services that are the subject of the TOS (e.g., sales, use, excise, property, VAT, and other similar taxes). If lupHealth pays or is required to pay such taxes or related penalties or interest on Customer's behalf, Customer will promptly upon request pay lupHealth all such amounts.

5. Confidential Information.

a. During the term of the TOS, the Parties acknowledge that the exchange of Confidential Information may be required. The receiving Party acknowledges that the Confidential Information of the disclosing Party constitutes valuable trade secrets and proprietary information of the disclosing Party, and the receiving Party agrees that it will use the Confidential Information of the disclosing Party solely as required in furtherance its obligations under the TOS, and solely in accordance with the provisions of the TOS. The receiving Party will use the same degree of care, but not less than a reasonable degree of care, in protecting the disclosing Party's Confidential Information to prevent unauthorized use, disclosure or publication as it uses to protect its own confidential information. The receiving Party will not disclose, or permit to be disclosed, the same directly or indirectly, to any third party without the disclosing Party's prior written consent, except as otherwise permitted hereunder. However, the receiving Party may disclose the Confidential Information of the disclosing Party, in whole or in part (a) to its employees, officers, directors, attorneys, auditors, financial advisors and/or subcontractors who have a need to know and are legally bound to keep such information confidential by confidentiality obligations consistent with those of these TOS; or (b) as reasonably deemed by the receiving Party to be required by applicable law (in which case the Receiving Party will provide the other with prior written notification thereof, will provide the disclosing Party with the opportunity to contest such disclosure, and will use its reasonable efforts to minimize such disclosure to the extent permitted by applicable law).

b. Confidential Information will not include any information which (i) publicly known through no fault of receiving Party; (ii) was properly known to receiving Party, without restriction, prior to disclosure by the disclosing Party; (iii) was properly disclosed to receiving Party, without restriction, by another person with the legal authority to do so; or (iv) is independently developed by the receiving Party without use of or reference to the disclosing Party's Confidential Information.

c. In the event of actual or threatened breach of the provisions of this Section, the Disclosing Party will be entitled to seek immediate injunctive and other equitable relief, without waiving any other rights or remedies available to it. Each Party will promptly notify the other in writing if it becomes aware of any violations of the confidentiality obligations set forth in these TOS.

6. Representations, Warranties, and Exclusions.

a. Each Party represents, warrants and covenants to the other Party as follows: (i) it is an entity organized and existing under the laws of its jurisdiction of incorporation with full power and authority to enter into and perform the TOS; (ii) the TOS has been duly authorized by all necessary corporate action and constitutes the binding obligation of such Party enforceable in accordance with its terms, except as such enforceability may be limited by bankruptcy laws or other laws affecting the rights of creditors generally; (iii) the person(s) executing the Order Form on its behalf has actual authority to bind it to the TOS; (iv) such Party's execution and performance of the TOS does not and will not violate or conflict with any provision of such Party's governing corporate instruments or of any commitment, agreement or understanding that such Party has or will have to or with any person or entity; and (v) it will comply with all applicable laws now or hereafter enacted, of any jurisdiction in which performance occurs or may occur hereunder.

b. CUSTOMER EXPRESSLY AGREES THAT ITS USE OF THE SERVICES IS AT ITS SOLE RISK AND THAT THE SERVICES AND ANY DATA OR MATERIALS PROVIDED OR MADE AVAILABLE BY THE SERVICES ARE PROVIDED "AS IS" AND "AS AVAILABLE." EXCEPT FOR THE LIMITED WARRANTIES EXPRESSLY STATED IN THIS SECTION IUPHEALTH MAKES NO OTHER WARRANTIES, EXPRESS OR IMPLIED OR STATUTORY WITH RESPECT TO THE SUBJECT MATTER OF THE AGREEMENT, AND SPECIFICALLY DISCLAIM ALL IMPLIED AND STATUTORY WARRANTIES, INCLUDING THE IMPLIED WARRANTIES OF NON-INFRINGEMENT OF THIRD-PARTY RIGHTS, MERCHANTABILITY, SATISFACTORY QUALITY, ACCURACY, TITLE, AND FITNESS FOR A PARTICULAR PURPOSE, AND ANY WARRANTIES ARISING FROM COURSE OF DEALING, USAGE, OR TRADE PRACTICE, NOR DOES IUPHEALTH GUARANTEE UNINTERRUPTED OR ERROR-FREE OPERATION OF THE SERVICES OR THAT ERRORS WITH A ROOT CAUSE NOT IN IUPHEALTH'S CONTROL IN THE SERVICES WILL BE CORRECTED. IUPHEALTH WILL NOT BE LIABLE FOR ERRORS OR DAMAGES OF ANY KIND CAUSED BY THIRD PARTY CRIMINAL ACTS, LIMITATIONS INHERENT IN THE USE OF THE INTERNET, OR THIRD-PARTY HARDWARE, SOFTWARE, SYSTEMS, OR DATA. IUPHEALTH IS NOT RESPONSIBLE TO CUSTOMER OR ANY THIRD PARTY FOR UNAUTHORIZED ACCESS TO DATA OR THE UNAUTHORIZED USE OF THE SERVICES AS A RESULT OF CUSTOMER'S INTENTIONAL OR UNINTENTIONAL ERROR, OR OMISSION.

7. Indemnification.

a. IupHealth will defend Customer from and against any claim or action brought by third-Parties against Customer based on an allegation that Customer's use of the Services in accordance with the TOS infringe any third-party intellectual property rights. If the Services are held to infringe (or if IupHealth reasonably believes will be held to infringe) any third-party intellectual property rights, IupHealth may, at its option and expense: (i) modify the Services to make them non-infringing; or (ii) obtain a license that permits Customer to continue using the Services. If IupHealth does not believe either option is reasonably practicable, IupHealth may terminate the TOS. Notwithstanding the foregoing, IupHealth will have no obligation for any infringement of intellectual property rights relating

to the Services to the extent that arising out of: (i) use of the Services in combination with other products or services; (ii) designs, requirements, or specifications required by or provided by Customer; (iii) use of the Services in breach of these TOS or outside the scope of the license granted to Customer; (iv) Customer's failure to use the Services in accordance with the Documentation; or (v) any modification of the Services by or on behalf of Customer. This Section states 1upHealth's sole and exclusive liability, and Customer's sole and exclusive remedy, for the actual or alleged infringement of any third-party intellectual property rights arising from Customer's use of the Services.

b. Customer will defend, indemnify and hold 1upHealth harmless from and against any liability, claim, action, loss, damage or expense (including court costs and reasonable attorneys' fees finally awarded) based on any third-party claims arising out of, or relating to (i) any use or operation of, or access to the Services by Customer or an end user, excluding claims caused by 1upHealth indemnification obligations pursuant to Section 7(a); or (ii) any breach or alleged breach by Customer of Sections 3 of these TOS.

c. If at the option and request of the Party seeking indemnification ("*Indemnified Party*"), the indemnifying Party ("*Indemnifying Party*") will take over the defense of an eligible third party claim ("*Claim*"), the Indemnified Party will: (i) give the Indemnifying Party prompt written notice of the Claim; (ii) grant the Indemnifying Party and complete control over the defense and settlement of the Claim; (iii) provide assistance in connection with the defense and settlement of the Claim, as the Indemnifying Party may reasonably request; and (iv) comply with any settlement or court order made in connection with the Claim. Notwithstanding the previous sentence, the Indemnifying Party will not enter into any settlement that involves an admission of guilt or liability of the Indemnified Party without such Party's prior written consent. The Indemnified Party may participate in the defense of a Claim at its own expense and with counsel of its own choosing.

8. Limitations of Liability.

a. NEITHER PARTY NOR ITS SUPPLIERS, OFFICERS, AFFILIATES, REPRESENTATIVES, CONTRACTORS, OR EMPLOYEES WILL BE LIABLE TO THE OTHER PARTY FOR ANY CONSEQUENTIAL, INCIDENTAL, SPECIAL, OR EXEMPLARY DAMAGES ARISING OUT OF OR RELATED TO THE AGREEMENT, INCLUDING LOST PROFITS, LOSS OF BUSINESS, OR LOSS OF DATA, EVEN IF SUCH PARTY IS APPRISED OF THE LIKELIHOOD OF SUCH DAMAGES OCCURRING. EACH PARTY'S TOTAL LIABILITY OF ALL KINDS ARISING OUT OF OR RELATED TO THE AGREEMENT (INCLUDING WARRANTY CLAIMS), REGARDLESS OF THE FORUM AND REGARDLESS OF WHETHER ANY ACTION OR CLAIM IS BASED ON CONTRACT, TORT, OR OTHERWISE, WILL NOT EXCEED THE FEES PAID BY CUSTOMER TO 1UPHEALTH DURING THE TWELVE (12) MONTHS IMMEDIATELY PRECEDING THE EVENTS GIVING RISE TO THE CLAIM. The foregoing Limitation of Liability shall not apply to any damages arising out of either Party's indemnification obligations as set forth in Section 7 of these TOS or Customer's breach of its obligations set forth in Section 3 of these TOS.

b. Each provision of the TOS that provides for a limitation of liability, disclaimer of warranties, or exclusion of damages is to allocate the risks of the TOS between the Parties. This allocation is reflected in the pricing offered by 1upHealth to Customer and is an essential element of the basis of the bargain between the Parties. Each of these provisions is severable and independent of all other provisions of the TOS. The limitations in this will apply notwithstanding the failure of essential purpose of any limited remedy in the TOS. Some jurisdictions do not allow the exclusion or limitation of damages. This Section will apply solely to the extent permitted by applicable law.

c. Each Party agrees to obtain and maintain, in full force and effect throughout the term of the TOS, comprehensive general liability insurance, professional liability insurance (if applicable), and network security and privacy liability insurance in the amounts that are commercially reasonable and customary for their respective operations. A copy of any such policy or a certificate evidencing the policy shall be provided to either Party upon the other Party's written request.

9. Term; Termination.

a. The term of these TOS shall commence as of the Effective Date of the Order Form and shall continue until the Order Form has been terminated by either Party in accordance with this Section 9. For the avoidance of doubt, these TOS may not be terminated while any Order Form remains in effect between the Parties. The initial term ("*Initial Term*") of any Order Form subject to these TOS shall be as set forth on such relevant Order Form. An Order Form shall automatically renew for consecutive one (1) year periods on the termination of the Initial Term, and the respective anniversary thereof, (each a "*Renewal Term*" and collectively "*Renewal Terms*"), unless either Party provides the other with written notice of their intent to not renew at least sixty (60) days prior to the termination of the then current Term. The "*Term*" of any Order Form shall mean the Initial Term and any Renewal Terms.

b. Either Party may terminate these TOS and/or any existing Order Form(i) with cause in the event the other Party breaches any material obligations hereunder or under the Order Form, which breach has not been cured within thirty (30) calendar days after receipt of written notice of such breach by the non-breaching Party or within such additional cure period as the non-breaching Party may authorize in writing (provided, however, that the non-breaching Party may terminate immediately upon the breaching Party's receipt of

written notice from the non-breaching Party to the extent the breach is incapable of cure); or (ii) effective immediately, in the event the other Party (x) makes a general assignment for the benefit of its creditors, (y) is subject to the appointment of a trustee or receiver or similar officer of the court for any of its property, or (z) files or have filed against it a petition under the bankruptcy or insolvency laws. In no event will the termination of these TOS or any Order Form relieve Customer of its obligations to pay any fees payable to 1upHealth for the Services. Customer's and end users' right to access and use the Services will end on the effective date of termination.

10. Miscellaneous.

a. These TOS, any associated Order Forms, and any other agreement between the Parties which references these TOS, represents the entire understanding and agreement between the Parties regarding its subject matter and supersedes all prior or contemporaneous oral or written representations, understandings, or agreements, and may be modified from time to time by 1upHealth. The Order Form may not be assigned by either Party without the other Party's prior written consent; provided, however, either Party may assign the Order Form without requiring the consent of the other Party if such assignment is in connection with a merger, consolidation, or other acquisition of such Party, or the sale of substantially all of such Party's assets, in each case so long as such Party's successor agrees to be bound by the TOS. Any other assignment will be void. If any part of the TOS is declared invalid or unenforceable by a court of competent jurisdiction, it shall not affect the validity or enforceability of the remainder of the TOS, unless the TOS so construed fails to meet the essential business purposes of the Parties as manifested herein. Notices required or permitted under the TOS will be via electronic mail or in writing given to the Party at the address specified in the TOS by hand delivery, certified mail, return receipt requested, or by overnight delivery. Each Party is an independent contractor in the performance of the TOS. Neither Party has the agency or authority to bind the other Party in any way or direct or control the other Party's performance. No third-party beneficiaries are intended or created by the TOS. These TOS will be governed by and construed in accordance with the laws of the Commonwealth of Massachusetts without reference to its conflict of laws provisions. Any action arising under the TOS will be brought exclusively in the state or federal courts located in Suffolk County of Massachusetts, and the Parties irrevocably consent to the jurisdiction of such courts. Sections 1, 3, 4, 5, 6, 7, 8, and 10 will survive the expiration or termination of these TOS. Notwithstanding any provision of these TOS to the contrary, 1upHealth may use and display the Customer's name, logo and similar indicia to identify Customer as a customer of 1upHealth and may use Customer's name in connection with the Services and as otherwise set forth herein. Neither Party is liable under the TOS for delay in performance or non-performance caused by events or conditions beyond the Party's reasonable control, including without limitation acts of God, fire, war, terrorism, epidemic, pandemic, third party criminal acts, any law or governmental regulations, or labor dispute, and the period of performance will be deemed extended to reflect such delay as agreed by the Parties. Notwithstanding the foregoing, nothing herein is intended to relieve Customer of any payment obligations under an Order Form. 1upHealth reserves the right to modify these TOS at any time, in its sole discretion. Any modifications will be effective immediately upon posting the updated TOS on the 1upHealth website. Continued access to or use of the Services following such posting constitutes acceptance of the modified TOS. It is Customer's responsibility to review the TOS periodically for any changes. If Customer does not agree to the modified TOS, Customer must stop using the Services.

EXHIBIT A

Support Services and Service Level Agreement

Support Services:

1upHealth will provide standard technical support during standard business hours [9am - 6pm EST], Monday through Friday, excluding federal U.S. holidays. 1upHealth will inform Customer in advance of changes to its standard business days and hours and methods to request support.

Support Services include (1) responding and correcting reported errors and bugs (“Error Correction”) and (2) the provision of updates, new releases, and other generally available improvements to the Services (“Updates”). For the avoidance of all doubt Error Correction does not include non-Services errors (e.g., errors caused by hardware, software, or systems not within the sole control of 1upHealth or caused by Customer or Customer’s network failures or negligence).

Authenticated support tickets may be submitted by a Customer at any time via the [1upHealth Support Portal](#).

Any other professional services offered by 1upHealth, such as implementation services, supplemental services, or any other Customer-specific requests, modifications, or customizations, (collectively “Professional Services”) are not included in Support Services and will be chargeable at agreed upon rates for such services or by way of an Order Form or SOW under the Agreement.

1upHealth’s response and resolution times will be based on the attributed Severity Level of the support ticket:

Severity Level	Definition	Response Time
Severity 1	A production system or environment is critically affected and/or is not functional, resulting in an inability to use the Services, or a major portion of the Services.	Thirty (30) minutes from 1upHealth’s receipt of the Support Ticket
Severity 2	A system or environment is responsive and functional, but performance is degraded, impeding critical business processing or causing disruption to normal production workflow.	Four (4) business hours from 1upHealth’s receipt of the Support Ticket
Severity 3	A non-critical issue that has no significant impact on the performance or use of the Service, but the user experience may be affected.	One (1) business day from 1upHealth’s receipt of the Support Ticket.

For the avoidance of all doubt, “Support Ticket” as used herein, shall only include tickets submitted via the 1upHealth Support Portal. The Response Times set forth below do not apply to any other support requests submitted in alternative format.

For any Severity 1 ticket, 1upHealth shall use commercially reasonable efforts to provide an effective workaround or resolution within twenty four (24) hours after 1upHealth’s receipt of the ticket, so long as the incident is not the result of a third-party and/or circumstances that are not within 1upHealth’s sole discretion and control and Customer has provided 1upHealth with access to all of the necessary information and support reasonably required by 1upHealth to provide an effective workaround.

Service Level Agreement:

1upHealth shall provide 99% access to and use of the 1upHealth Services, as applicable, twenty-four (24) hours per day, seven (7) days per week, excluding solely Scheduled Maintenance (each such availability percentage, as measured each calendar month, the “Availability Level”).

Any maintenance required by 1upHealth in support of the Services must occur during weekend hours, or on weekdays between 1:00 to 5:00 AM Eastern Time (“Scheduled Maintenance”). Under exceptional circumstances, 1upHealth may be required to perform

emergency maintenance, during which time the Services may be unavailable to Customers outside of the time frames set forth above (“**Service Outage**”). 1upHealth will use reasonable efforts to notify Customer as promptly as possible of any actual or anticipated Service Outage, but in no event less than twenty-four (24) hours after a Service Outage has begun. Customer will provide access to its designated contacts to assist 1upHealth with correcting any Service Outage problems in a timely manner. 1upHealth will also provide updates to Customer until the Service Outage has been corrected. All notices provided by 1upHealth hereunder shall be delivered via the 1upHealth Support Portal

For the avoidance of all doubt, in addition to Scheduled Maintenance and Service Outages, the foregoing Service Level is not applicable to outages caused by external circumstances beyond the control of 1upHealth such as weather, acts of terror (“Force Majeure Event”) or any third-party systems; any outages due to the misuse of the Services by Customer, including, but not limited to use of the Services not on the most current version; and any outages caused by Customer’s equipment, hardware, or internet connections or third-party systems.

For each month during which 1upHealth fails to meet the Availability Level, 1upHealth will credit Customer as follows:

Availability Level	Service Level Credit (% of Monthly Service Fees)	Notes
99.9% and above	0%	Industry standard for mission-critical systems
99.0 – 99.89%	0%	Minor disruptions, but still high availability
97.0 – 98.99%	3%	Noticeable downtime, may impact compliance
95.0 – 96.99%	7.5%	Significant service degradation
90.0 – 94.99%	15%	Unacceptable for healthcare data exchange
Below 90.0%	20%	Severe breach of SLA; may trigger contract review

Accrued Service Level Credits will be paid as a credit to Customer’s subsequent renewal. Notwithstanding anything set forth herein to the contrary, Customer’s right to receive Service Level Credit(s) will be Customer’s exclusive remedy for 1upHealth’s failure to meet the Availability Levels. Remedies will not accrue if Customer is not current in its payment obligations either when the unavailability occurs or when the credit would otherwise be issued. To receive Service Level Credits, Customer must submit a written request, within sixty (60) days after the end of the calendar month in which the Services were unavailable, or Customer’s right to receive such Service Level Credits with respect to such unavailability will be waived.

[End]