



software for  
safer healthcare

# **RL Solutions Hosting Service Level Agreement**

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## I. Context and Scope

This Service Level Agreement ("SLA") applies to the hosted application service provided by RL Solutions. This SLA is applicable for so long as the related Terms of Use and Hosting Addendum or predecessor agreements remains in place, and provided that Client's account with RL Solutions is current (i.e., not past due).

The SLA is to be read in association with the Terms of Use and Hosting Addendum between RL Solutions and Client, along with the then-current version of RL Solutions Software Support and Maintenance Guide. All terms defined there shall have the same meaning in this SLA. The commitments made in this SLA are exclusively made in regard to hosting-related support, not application-level support. Application-level support (i.e., issues associated with the use and operation of the Software, as opposed to the ability to access the Software) is addressed in RL Solutions Software Support and Maintenance Guide.

RL Solutions reserves the right to change the terms of the SLA from time to time to improve or enhance the service provided to their clients. Client's continued use of the Hosting Services shall evidence Client's assent to any revisions or modifications. A current copy of the SLA is available at <http://www.rlsolutions.com/termsfuse/index.html>.

## II. Defined Terms

"Environment" means the firewall, server, hardware and software infrastructure where the applications are hosted.

"Hosting-Related Issue" means Client is unable to reach the application login page used by front line staff and that inability can be independently verified by RL Solutions or by a third party via alternate Internet access.

"Malware" means a virus, Trojan horse or other software element that interferes with the performance or the operation of the Software and/or the server on which the Software is hosted.

"Service Availability Schedule" means Client's agreed regular service timetable. This is typically 24 hours per day and 365 days a year, but may be less by agreement. This does not include access to RL Solutions personnel for training, feature support or application-level support.

"Downtime Limit" means the maximum amount of Unavailability of the hosted software in a given Week, which is set at 101 minutes (1%) per week.

"SLA" means this Service Level Agreement and any amendments or modifications thereto.

"Unavailability" means the period of time that the hosted application is unavailable for effective use due to a Hosting-Related Issue. It is measured as the time during which the Hosting-Related Issue remains outstanding, starting from the moment when it is first reported by Client to RL Solutions until it is resolved. Hosting-Related Issues are considered a Severity Level 1 issue and will be resolved in accordance with RL Solutions Software Support and Maintenance Guide as such. Unavailability does not include:

- Scheduled maintenance activities;
- Client network configuration changes impacting connectivity;
- Agreed upon testing periods;
- Time spent addressing abuse, misuse or omissions by Client or downtime associated with any of the same;

- Periods of failure due to unsupported hardware or software installed at Client's request; this scenario applies to specific deployments and/or integrations outside of the RL Solutions typical software delivery model and does not apply to all clients.
- Attacks including, but not limited to, hacks, denial and distributed denial of service attacks, crime and malicious introduction of viruses and disabling devices originating from Client locations Any period of deliberate disconnection as set forth in Paragraph III(G) below; Outages due to Force Majeure events and all other conditions outside of RL Solutions' direct or express control, such as Client ISP problems, non-RL Solutions WAN failure, outages stemming from Malware on Client's equipment, outages caused by Client's equipment, software or hardware configuration or their incorrect use of the Software.

"Week" means a calendar week, beginning 12:01 a.m. Monday Eastern Standard Time and ending midnight the following Sunday.

### III. RL Solutions' Responsibilities

The hosted application services provided by RL Solutions include:

#### A. Ensuring Availability of the Hosted Application

Under the terms of this SLA Client is given controlled, remote access to applications and the administrative tools necessary to customize them. RL Solutions has the responsibility for ensuring the availability of the Software, but is not responsible for any failure of the Client's internet service provider and/or Client-side internal network to successfully connect to the host servers.

As of publication RL Solutions data center data connectivity to the PCN/Internet is provided by Beanfield Metro Connect ([www.beanfield.com](http://www.beanfield.com)), a Tier 1 provider of network solutions.

#### B. Server Performance Monitoring

RL Solutions will use server management tools to ensure the availability of the client servers. The availability of the internet connectivity in our data center is monitored 24 hours per day and 365 days per year. An automated, third party service also provides remote monitoring in five-minute intervals. In the event that an outage is detected an email and/or SMS notification are dispatched to support personnel.

#### C. Backup and Disaster Recovery

1. Backup Services: Databases are backed up and stored on a nightly basis. Weekly and monthly backups are stored at an off-site, secure facility. Nightly backups are retained for 7 days; weekly backups for 4 weeks; and monthly backups for 6 months.
2. All database backups are encrypted and stored such that only authorized personnel can access or restore data.
3. System Restoration: In the event the application server suffers a non-recoverable physical failure a spare system will be deployed. The spare server will be loaded with system, application, configuration, and data files obtained from backup tapes. RL Solutions will bring the spare system into operation within 24 hours or if unable to do so, will deduct the applicable hosting charges for every 24-hour period that the system is unavailable for use by Client.
4. Remote Facility: In the event the hosting facility housing the Environment is damaged or inaccessible for longer than 48 hours, and is expected to remain so for the foreseeable future, RL Solutions will employ a separate remote location to replicate the Environment and the application hosting solution from backups. RL Solutions will use commercial best efforts to accomplish this within 1-5 business days from the time the decision was made to deploy a remote location. In the event that RL Solutions is unable to transition to a separate remote location within one (1) week, RL Solutions will deduct the applicable

hosting charges for every 24-hour period that the system is unavailable for use by Client. RL Solutions reserves the right to move facilities and change vendors at its discretion.

5. All co-located facilities employed by RL Solutions provide independent emergency backup power to allow RL Solutions to continue to provide services in the event of power interruption.

#### **D. Security and Confidentiality**

1. RL Solutions data center operations and facilities include 24 hour, 7 day a week, on-site security to prevent unauthorized access to servers and client data.
2. The confidentiality and security of Client's data is covered, if applicable by the Business Associate Agreement associated with the underlying Terms of Use and the Confidentiality provisions of that same agreement.
3. At a minimum, RL Solutions will collect and analyze security data for intrusion detection and management on a monthly basis.
4. Client will be notified in writing by email or otherwise within 24 hours of RL Solutions' discovery if a security breach relating to Client's data is identified and will detail the nature of the breach.
5. Client will implement standard security guidelines such as unique user password criteria, password aging, login verification, and control over privileged users.
6. Unless mutually agreed to with Client, RL Solutions' firewall policies are based on the principle of least access needed. Firewall(s) will only allow traffic necessary for the service to function to client servers. Any unnecessary traffic will be blocked.

#### **E. Maintenance**

Application and Environment maintenance will be scheduled for non-peak hours wherever possible. In the event that scheduled maintenance could interfere with regular use of the system an email notice will be sent in advance to Client.

#### **F. Application and Environment Upgrades**

Application upgrades as recommended by RL Solutions are mandatory and are to be implemented within a reasonable time frame. RL Solutions reserves the right to discontinue support on obsolete releases or software builds at its discretion, with thirty (30) days' written notification to Client of such discontinuance.

Server operating systems will be maintained to the latest tested level of security and systems patches. New patches and service packs are first tested in a separate, controlled network environment before being applied to production servers.

In the event that Client's configuration of their browsers or networking environment leads to interruption of access or outages, RL Solutions' obligations under this SLA will be suspended until both parties agree upon and implement appropriate changes.

#### **G. Host Protection**

RL Solutions reserves the right to, with prompt notice to Client, temporarily interrupt Client's access to the hosted environment in the event that Malware from Client's location is, or in RL Solutions' reasonable belief, will be interfering with the hosted environment, or Client's manner of usage is or will be interfering with the proper operation of the server until such time as the Malware or usage threats from Client's location are eliminated.

## IV. Client Responsibilities

Client responsibilities are as follows:

- Reporting Hosting-Related Issues in accordance with the RL Solutions Software Support and Maintenance Guide.
- Training its Authorized Users.
- Providing Level I Help Desk support to Authorized Users such that support inquiries referred to RL Solutions shall have been determined by the Help Desk personnel to be hosting-related or application-related issues.
- Maintaining the functional operation of all workstation equipment including connectivity to the Internet. Minimum hardware and software recommendations are provided by RL Solutions at the time of purchase and are periodically updated by RL Solutions.
- Desktop operating systems and web browsers will be maintained to the latest level of security and systems patches made available by Microsoft.
- Configuring their Internet firewall to allow all necessary TCP ports to be accessed.
- Safeguard administrative passwords and access to the application against misuse or access by unauthorized persons.
- Enforcing an anti-Malware and anti-spyware policy for workstations which access RL Solutions' servers. Malware and spyware represent risks to the confidentiality of patient data and they may also capture sensitive server data (i.e., IP addresses, open ports, etc.), which could be used to launch a denial of service attack. All RL Solutions' software and equipment is protected by commercially supported anti-virus software that is regularly updated.
- Not running automated queries or processes against the server which may have a negative impact on performance or service availability.
- Ensuring that RL Solutions is informed of changes to the lead technical Client contact so that important information may be communicated in a timely manner.
- RL Solutions normally makes software available to clients initially in a trial environment so that it can be customized and client staff can be trained prior to software roll-out for use in a 'live' environment. It is the Client's responsibility to ensure that the RL Solutions' software meet all internal requirements, including minimum performance standards before approving it for general use by their staff.

## V. The Service Level

### A. Application Availability

RL Solutions agrees to provide access to the hosted application and to not exceed the Downtime Limit each week. Access is typically granted over the internet, employing a secure socket layer (SSL) encrypted sessions over HTTP (the resulting acronym is HTTPS), initiated by a supported web browser at the Client's site

### B. Network Availability

RL Solutions is responsible for ensuring that the local area network hosted at all RL Solutions' facilities (including remote locations) supports the use of the Software and that the internet service provider (ISP) used to make services available from the hosting facility to the World Wide Web is reliable and meets minimum connectivity requirements for the software to sufficiently function.

RL Solutions is also responsible for ensuring that an alternative, redundant connection between the World Wide Web and the hosting facility will be available at all times to provide uninterrupted service.

RL Solutions is not responsible for delays and/or outages caused by co-locators, telcos or service providers participating in the routing path who have not been retained directly by RL Solutions. Client is responsible for the selection and performance of their own ISP.

### **C. Outages & Interruption of Service**

Client may request that RL Solutions investigate recurring issues relating to connectivity or application performance. Upon request, RL Solutions will provide information or access to technical resources which may help to identify the cause of a delay and/or outage.

RL Solutions may initiate its own investigation if necessary.

Within ten business days of the conclusion of the investigation both parties will discuss the results of the investigation. If it is determined that RL Solutions' was responsible for the delay or outage, RL Solutions shall make no charge for the investigation and the steps necessary to correct the problem. If it is determined that Client's equipment, Client's configuration of its equipment and software (including the presence of Malware), Client's ISP or Client's incorrect use of the application was responsible for the delay or outage, RL Solutions shall be reimbursed at its then-current time and materials rates for the investigation and for any corrective action RL Solutions is requested by Client to perform.

### **D. Service Credits**

At the Client's written request, RL Solutions will calculate the Client's Unavailability for the week. For each week in which the Downtime Limit is exceeded after the first occasion in each year of service, Client will be reimbursed for a credit equal to 1 week's prorated Annual Service Fees for each outage, with a limit of one credit per causing instance. Credits will only be counted if the Client notifies RL Solutions by email or phone within 7 days of the Unavailability.