

EXHIBIT A
ImpediMed - SOZO®
Service Level Agreement (SLA)

The SOZO Services are based on multi-tenanted operating model that applies common, consistent management practices for all ImpediMed customers using the SOZO System. This document states the ImpediMed SOZO Service Level Agreement (“SLA”) with its Customers and are applicable for the SOZO Services during the Subscription Term. This SLA forms part of the SOZO Terms and Conditions, Quotation and other related documents which evidence Customer’s agreement with ImpediMed (collectively, the “Agreement”). Capitalized terms, unless otherwise defined herein, shall have the same meaning as in the Agreement. This SLA may be updated from time to time by ImpediMed by posting an updated version to <https://www.impedimed.com/terms-of-use/> or such other web address provided by ImpediMed to Customer in the future, which update will be effective from the date and time of posting.

1. DEFINITIONS

- i. “Total” is total minutes in the month.
- ii. “Unplanned Outage” is total minutes unavailable due to an unplanned outage in the month which must reflect at least a Priority 1 Error as defined in the ImpediMed SOZO Services Support Document.
- iii. “Planned Maintenance” is total minutes of planned maintenance in the month.
- iv. A “Service Credit” is [a dollar credit], calculated as set forth below, that may only be applied to prospective invoices for the SOZO Services.

2. SERVICE COMMITMENT

ImpediMed will use commercially reasonable efforts to maintain the SOZO Services at an Availability of at least 99%, during each month of the Subscription Term (the “Service Commitment”). In the event that the SOZO Services do not meet the Service Commitment, Customer will be eligible to receive a Service Credit as described below. “Availability” is calculated as follows:

$$\frac{\text{Total – Unplanned Outage – Planned Maintenance}}{\text{Total – Planned Maintenance – Outages Caused by SLA Exclusions}} \times 100$$

Currently Planned Maintenance is four (4) hours for monthly maintenance Thursday PST(Friday AEST). Maintenance begins at 11:00 PM PST (Friday 4:00 PM AEST). All times are subject to change upon reasonable notice. Actual Planned Maintenance does not occur every Thursday (PST)/Friday (AEST); in the event that planned maintenance is required, outages shall occur in the Planned Maintenance window. Users shall be notified at least five (5) business days in advance via email notification if the Planned Maintenance window shall be utilized.

If actual maintenance exceeds the time allocated for Planned Maintenance it is not considered as an Unplanned Outage except to the extent that any such excess time occurs during the hours of 8:00am (Eastern) to 7:00pm (Eastern), Monday through Friday. If actual maintenance is less than time allocated for Planned Maintenance, the time is not applied as a credit to offset any Unplanned Outage time for the month.

Customer may request an Availability report not more than once per month.

3. SERVICE CREDITS

Service Credits are calculated as a percentage of the total charges paid by Customer for the SOZO Services for the month in which the Availability fell within the ranges set forth in the table below:

Monthly Availability	Service Credit Percentage
Less than 99% but greater than or equal to 98.0%	5%
Less than 98% but greater than or equal to 93.0%	10%
Less than 93.0%	20%

ImpediMed will apply any Service Credits only against future payments for the SOZO Services otherwise due from Customer. Service Credits will not entitle Customer to any refund or other payment from ImpediMed. Unless otherwise provided in the Agreement, Customer's sole and exclusive remedy for any unavailability, non-performance, or other failure by us to provide the SOZO Services is the receipt of a Service Credit (if eligible) in accordance with the terms of this SLA.

1. **Credit Request and Payment Procedures**

To receive a Service Credit, Customer must submit a written claim by opening a case with ImpediMed' customer support within 60-days of the reported incident date and must include

1. the words "SLA Credit Request" in the subject line;
2. the dates and times of each lack of Availability incident that Customer is claiming;
3. the billing cycle with respect to which Customer are claiming Service Credits; and
4. Customer's request logs that document the errors and corroborate Customer's claimed outage (any confidential or sensitive information in these logs should be removed or replaced with asterisks)

If the Availability of such request is confirmed by us and is less than the Service Commitment, then ImpediMed will issue the Service Credit to Customer within one billing cycle following the month in which Customer's request is confirmed by ImpediMed. Customer's failure to provide the request and other information as required above will disqualify Customer from receiving a Service Credit.

4. **Breach Reporting**

In the event that a Security Incident constitutes a Breach as defined in HIPAA section 164.402 and Article 4 of GDPR, ImpediMed shall notify the covered entity within seventy-two (72) hours upon discovery. To the extent possible, the content of any notification shall comply with Section 164.410 and the applicable state law. The Covered Entity or Data Controller will handle any and all notifications to Individuals, the United States Department of Health and Human Services ("HHS"), the relevant supervisory authority and the media, if necessary or required.

5. **SLA EXCLUSIONS**

The Service Commitment does not apply to any unavailability, suspension or termination of the SOZO Services, or any other performance issues: (i) caused by factors outside of ImpediMed's reasonable control including any force majeure event or Internet access or related problems beyond the demarcation point of the SOZO Services; (ii) that result from any voluntary actions or inactions by Customer or any third party; (iii) that result from Customer's equipment, software or other technology and/or third party equipment, software or other technology (other than third party equipment within our direct control); (iv) that result from Customer not following the best practices described in the Documentation; or (v) arising from our suspension or termination of Customer's right to use the SOZO Services in accordance with the Agreement (collectively, the "SLA Exclusions"). If Availability is impacted by factors other than those used in our Availability calculation, then ImpediMed may issue a Service Credit considering such factors at our discretion.

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EXHIBIT B
ImpediMed - SOZO®
Support Document

This support document (this “Support Document”) describes the support which ImpediMed will provide its Customers and is applicable for the Software and SOZO Services during the Subscription Term. This Support Document forms part of the SOZO Terms and Conditions, Quotation and other related documents which evidence Customer’s agreement with ImpediMed (collectively, the “Agreement”). Capitalized terms, unless otherwise defined herein, shall have the same meaning as in the Agreement. This Support Document may be updated from time to time by ImpediMed by posting an updated version to <https://www.impedimed.com/terms-of-use/> or such other web address provided by ImpediMed to Customer in the future , which update will be effective from the date of posting.

This Support Document describes the support services that ImpediMed shall provide for Customer for the Software and SOZO Services:

1. CERTAIN DEFINITIONS

- A. “**Error**” means any failure of the SOZO Services or Software to conform in any material respect with the Documentation.
- B. “**Error Correction**” means either a bug fix, patch, or other modification or addition that brings the Software or SOZO Services into material conformity with the Documentation.
- C. “**Priority 1 Error**” means an Error that renders the Software or SOZO Services inoperative or causes a complete failure of the Software or SOZO Services.
- D. “**Priority 2 Error**” means an Error that substantially degrades the performance of the Software or SOZO Services or materially restricts Customer’s use of the Software or SOZO Services.
- E. “**Priority 3 Error**” means an Error that causes only a minor impact on Customer’s use of the Software or SOZO Services.

2. ERROR REPORTING AND RESOLUTION

- A. **Error Reporting.** ImpediMed shall provide Customer with email customer support twenty-four (24) hours per day, seven (7) days per week for the reporting of Errors, and telephone support during ImpediMed’s normal business hours, in each event excluding ImpediMed holidays.
- B. **Service Error Resolution.** Subject to the provisions below, Customer’s Name Support Contacts shall report all Errors in the Software or SOZO Services to ImpediMed in sufficient detail, with sufficient explanation of the circumstances under which the Error occurred or is occurring, and shall reasonably classify the Error as a Priority 1, 2, or 3 Error. ImpediMed shall use commercially reasonable efforts to correct any Error in the Software or SOZO Services reported by Customer, in accordance with the priority level actually assigned by ImpediMed to such Error, as follows:
 - i. **Priority 1 Errors.** In the event of a Priority 1 Error in the Software or SOZO Services, ImpediMed shall, within two (2) hours of receiving Customer’s report, commence verification of the Error. Upon verification, ImpediMed shall use commercially reasonable efforts to resolve the Error with an Error Correction as soon as practicable. ImpediMed shall provide Customer with periodic reports (no less frequently than once every eight (8) hours) on the status of the Error Correction.
 - ii. **Priority 2 Errors.** In the event of a Priority 2 Error in the Software or SOZO Services, ImpediMed shall, within one (1) business day of receiving Customer’s report, commence verification of the Error. Upon verification, ImpediMed shall use commercially reasonable efforts to resolve the Error with an Error Correction as soon as practicable. ImpediMed shall provide Customer with periodic reports (no less frequently than once every twenty-four (24) hours) on the status of the Error Correction.
 - iii. **Priority 3 Errors.** In the event of a Priority 3 Error in the Software or SOZO Services, ImpediMed shall, within two (2) business days of receiving Customer’s report, commence verification of the Error. Upon verification, ImpediMed shall use commercially reasonable efforts to resolve the Error with an Error Correction. ImpediMed shall provide Customer with periodic reports on the status of the Error Correction.

3. CASE SUBMITTAL AND REPORTING

Customer’s Named Support Contacts may submit cases to ImpediMed via ImpediMed’s customer support system. Named Support Contacts must be trained in the Software or SOZO Services offerings for which they can initiate support requests. Each case will be assigned a unique case number. ImpediMed will respond to each case in accordance with

this SLA and will use commercially reasonable efforts to promptly resolve each case. Actual resolution time will depend on the nature of the case and resolution itself. A resolution may consist of a fix, workaround, delivery of information or other commercially reasonable solution of the issue.

4. ImpediMed Support Hours and Contact Information

Regardless of region, customers may utilize the following support hours and contact information for support services in scope:

Region	Support Hours	Email Contact	Phone Contact
United States	5:30 AM to 5:30 PM PST	TechnicalSupportUSA@ImpediMed.com	(800)-247-0111 Option 4 Direct: 760-585-2125
Australia	8:00 AM to 5:00 PM AEST	TechnicalSupport@ImpediMed.com	+61 7-3860-3700 Option 2

5. IMPEDI-MED SUPPORT SCOPE

ImpediMed will support functionality provided by the Software or SOZO Services and under its direct control. For all other functionality, and/or issues or errors in the Software or SOZO Services caused by issues, errors and/or changes in Customer information systems and/or third party products or services (e.g., cloud computing services), ImpediMed may assist Customer and its third party providers in diagnosing and resolving issues or errors but Customer acknowledges that these matters are outside of ImpediMed's support obligations. Failures attributed to the foregoing, as well as (i) Customer's acts or omissions, including without limitation, using the Software or SOZO Services in a manner inconsistent with the Agreement or any Documentation; and (ii) force majeure events or other factors outside of ImpediMed's reasonable control, shall be excused.

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