Effective May 2021

The purpose of this document is to describe CareAR’s service and support policies

This document covers:

* Definitions
* Scope of Services
* Services Availability
* Technical Support Services
* System Maintenance
* Exclusions and Limitations

**Definitions**

* + **“Business Day”** means Monday through Friday, excluding US national holidays.
  + **“Business Hours”** means 8:00 a.m. to 6:00 p.m. (US Central Time - CT) on Business Days.
  + “**CareAR Availability”** means infrastructure availability to all or substantially all Subscriber’s Users of the CareAR Service functioning correctly, accurately and without material degradation of performance as measured over the course of a month.
  + “**CareAR Application Content**” means documentation, stories, articles, text, images, multimedia data pictures, sound, graphics, logos, marks, symbols, and artistic content provided by CareAR (or its third-party providers and licensors) and displayed on or through the CareAR Application, as such materials may be modified from time to time; provided however, that no Subscriber data shall be deemed to be CareAR Application Content. CareAR Application Content shall be deemed to be CareAR material hereunder.
  + **“CareAR** **Services”** means the CareAR subscription service providing access to the CareAR Applications enabling collaboration among Subscriber’s Users or showing guided help using supported devices (as per the Specifications).
  + “**Subscriber Content/Data**” means any documentation, guides or manuals provided and published by Subscriber.
  + **“Specifications”** means CareAR’s published specifications, support guide and/or data sheets issued by CareAR, as updated from time to time.
  + **“Subscriber” or “Company”** means the legal entity to which the CareAR Services are being provided and includes Subscriber’s authorized users and guests (“Users”) registered or invited to use the CareAR
  + **“Subscription Term”** means the length of time for which the Subscriber is registered to receive the CareAR Services commencing on the first day access to the CareAR Services are made available to Subscriber.
  + **“System Maintenance”** means CareAR’s maintaining of the CareAR Service which includes, without limitation, software upgrades, and network upgrades, as applicable.
  + **“Terms of Service”** means CareAR’s Terms of Services <https://carear.com/terms-of-Service>

**Scope of Services**

* CareAR will provide CareAR infrastructure availability during the Subscription Term, in accordance with the availability goals indicated below in section Availability.
* CareAR will provide for (i) the hosting of CareAR Application(s) utilized by Subscriber on multi-tenant server infrastructure, and (ii) the storing and maintaining of Subscriber Data utilized with respect to the CareAR Applications logically separate from the data of other CareAR subscribers or of CareAR; (iii) the configuration of the CareAR Services with full power and communications redundancy as necessary to achieve the stated CareAR Availability.
* CareAR will be responsible for (a) network operating systems, systems utilities (including measuring and monitoring tools), data security software, middleware, database management systems, and development tools; and (b) the CareAR applications used by CareAR to provide the CareAR Services. CareAR will not be responsible for the operation of any equipment, databases, content, or systems software located at Subscriber’s site or User’s connecting devices.
* CareAR will provide remote technical support services (“TSS”) to Subscriber and will respond to Subscriber reported problems and requests in accordance with the TSS Response Time table shown in the Remote Technical Support Services section.
* CareAR will be responsible for System Maintenance as indicated in the System Maintenance Types table shown in the System Maintenance section.

|  |  |  |
| --- | --- | --- |
| **Service** | **CareAR Core\*** | **CareAR Enterprise/Platform\*** |
| Incident Management | 8x5  Business Hours | 24x7  Anytime |
| Named Support Engineer | Not Available | Included |
| Named Success Manager | Not Available | Included |
| Instructor-led Training | Not Available | Up to 4 sessions a year |
| Service Credits eligibility | Not Eligible | Eligible |

\* for more information regarding CareAR plans, see this link: <https://carear.com/plans/>

**Availability and Service Commitment**

**Availability**

CareAR shall use all reasonable commercial efforts to achieve the target infrastructure availability goal of 99.95% uptime twenty-four hours per day, seven (7) days per week (“**Service Commitment**”) during the Subscription Term, except during times of System Maintenance, as set forth in Table 2 below.  Failure to achieve the Service Commitment in any full calendar month shall be deemed a “Failure”.

**Service Commitment Failures**

If CareAR Enterprise Subscriber experiences a Failure in any month (other than for the SLA Exclusions indicated below), Subscriber will be entitled to claim a credit, provided as a discount calculated based on days of CareAR Service during the then-following Subscription Term (if any), as set forth in the below table opposite the entry that represents the level of CareAR Availability actually attained during the month in which the applicable Failure occurred (a ”Service Credit”):

|  |  |
| --- | --- |
| **CareAR Availability Percentage** | **Service Credits** |
| ≥99.9% and <99.95% | 5 days |
| ≥99.5% and <99.9% | 10 days |
| <99.5% | 15 days |

Service Credits may only be applied towards the subsequent Subscription Term of at least one year. Any claim for Service Credit shall be made in writing within thirty (30) days of the Failure and must include all relevant information for the basis of the claim. Eligibility for any Service Credit is subject to Subscriber’s account with CareAR being current and having no outstanding balance due. In no event shall a Service Credit in excess of 30 days per Subscription Term be issued. For example, provided 99.94% availability for a given month, Customer will be entitled for 5 days worth of service applied towards the subsequent year term.

If Subscriber made a claim for a Service Credit, CareAR’s TSS Team will investigate the reported Failure and once CareAR determines that the substantiated Failure qualifies Subscriber for the Service Credit occurred, then a Service Credit will be issued.

**Remote Technical Support Services (TSS)**

The role of the TSS Team is to respond to specific technical issues associated with the CareAR Services and functionality of the technology itself, and may include answering questions related to features and functionalities used by the CareAR Applications. Incident reporting is done via the CareAR Ticketing System. Incidents will be categorized and handled according to an assigned severity level as indicated in the TSS Response Time Table below. The CareAR TSS Team uses commercially reasonable efforts to respond to each support incident within the applicable response time and reduce severity of cases as shown below.  Response times indicated below specify the time for initiation of investigation of the problem, not the length of time within which such problem may be resolved.

**TSS RESPONSE TIME**

|  |  |  |
| --- | --- | --- |
| **Severity Levels** | **Explanation** | **Ticket Response** |
| Level 1 - High | CareAR Service is down or severely degraded, business operations severely impacted with no workaround and all or most Subscriber’s Users impacted, or an identified material security issue | Within 1 hour during Business Hours |
| Level 2 - Low | Issues causing moderate to low business disruption; no more than 25% of the Subscriber’s Users are adversely affected; a stable workaround is available. Instruct content authoring related issues or API-related inquiries. | Next Business Day |

The TSS Team is not meant as a substitute for Subscriber’s help desk or end user training which shall be the responsibility of Subscriber’s IT team or CareAR authorized reseller.  Prior to production go-live, at least two (2) representatives of Subscriber (or Subscriber’s designated agents) who are actively engaged in the administration and support of the CareAR Services deployment, within Subscriber’s organization as internal helpdesk or equivalent, must complete the CareAR Technical Training.

**System Maintenance**

System Maintenance refers to any systems software or CareAR Applications change or update that has the potential to result in an impact, or reduction to the resiliency or functionality of the CareAR Service.

**SYSTEM MAINTENANCE TYPES**

|  |  |
| --- | --- |
| Planned Maintenance | Planned maintenance involves any activity where it is anticipated to have interruption to the operational functioning of the CareAR Services. CareAR will provide Subscriber with at least one (1) week posted notification and e-mail notice prior to conducting any planned maintenance with information on the changes and expected downtime. Forty-eight (48) hours reminder email notice prior to any planned outage event will also be provided. |
| Emergency Maintenance | Emergency maintenance involves any activity where it may or may not be possible to anticipate an interruption to the operational functioning of the CareAR Services.  CareAR will use all reasonable efforts to provide e-mail notification at least twenty-four (24) hours’ in advance of any Emergency Maintenance. |

**SERVICE EXCLUSIONS AND LIMITATIONS**

Service Credits shall not apply to, and CareAR shall not be responsible for, any Failures, unavailability, suspension, termination or quality degradation of CareAR Services, or for any support and performance issues relating to or resulting from: (i) use of the CareAR Services contrary to the use rights granted by CareAR, the applicable Specifications, the Terms of Service (<https://carear.com/terms-of-Service>) or other agreements between the parties; (ii) factors outside of CareAR’s reasonable control, including, without limitation, Internet access or related problems beyond the demarcation point of CareAR Services (i.e., beyond the point in the network where CareAR maintains access and control over CareAR Services); (iii) that result from any actions or inactions of Subscriber or Subscriber’s Users or any third party (other than CareAR or its subcontractors); (iv) Subscriber’s network not meeting the requirements set forth below, (v) any Subscriber or Subscriber’s User equipment, content databases software or other technology and/or third party equipment (other than third party equipment within CareAR’s direct control); (vi) any scheduled maintenance; or (vii) any force majeure event as described in the Terms of Service (collectively, the "SLA Exclusions").

**Minimum Subscriber Network Requirements**

Subscriber’s network must meet the requirements as indicated in the Specifications, which at the minimum should include network bandwidth must accommodate at least 500 Kbps for each end point.