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# RevShield Service Level Agreement

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## **1. GENERAL**

Under this Service Agreement Stonehenge Properties, Ltd. dba Revcord ("Revcord") Revcord will repair or replace, at Revcord's option, products that have failed. Excluded from this agreement are failures due to acts of God or negligent or intentional actions of the user. These general terms and conditions shall apply to all service provided to Customer by Revcord. This Service Level Agreement is in addition to the standard Revcord Warranty. Any provisions that conflict with the Revcord Warranty shall supersede those terms and conditions.

## **2. SERVICE PROVIDER.**

Revcord may appoint third parties to perform service under this Service Agreement. All references herein to Revcord shall be deemed to include such service providers.

## **3. TERM.**

The term of this Service Agreement shall commence on the Start Date as outlined in this Agreement and continue for the term of one year and will automatically be renewed annually with an accompanying invoice or be part of your LaaS payment. Any unpaid invoices will result in the termination of the Agreement. Reinstatement fees of 25% of MSRP are required to resume RevShield after termination.

## **4. TAXES.**

Service fees are exclusive of all state / provincial and local sales, use, excise, privilege, and similar taxes. Such taxes shall be paid by Customer unless a valid exemption certificate is furnished by Customer.

## **5. REMEDIAL SERVICE.**

In the event of product failure under this agreement, Revcord will, at its option, repair the defective product by means of virtual or telephone support for all non-onsite support plans at the discretion of the Company. For on-site support plans from Revcord, Revcord will, at its option, repair the defective product by means of virtual, telephone support or on-site service at no charge for parts and labor or replace the product with a comparable product. To obtain service under this Service Agreement, the Customer must first enter a ticket through the Revcord ticketing system. Support personnel will work to resolve issues professionally and quickly, however, the Customer must reasonably assist Revcord or its authorized representative.

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## **6. PRODUCT LOCATION.**

Products need to be located where they are easily accessible for service such that the environment does not affect the serviceability of the product.

## **7. OBLIGATIONS OF CUSTOMER AND DEALERS.**

Both Customer and Dealer shall permit Revcord access to the products whenever on-site service is required. Customer and Dealer shall ensure that the user cooperates with Revcord to the extent necessary to permit service to be performed efficiently and without interruption. Customer and Dealer shall permit Revcord to use any Customer and Dealer equipment or facilities that Revcord reasonably deems necessary for the performance of service. Customer shall be responsible for the procurement, installation, and maintenance of all non-Revcord communication media including, but not limited to, Customer's and Dealer's computer networks. Charges for the use of such media and equipment in connection with the performance of service shall be borne by Customer and/or Dealer. The Customer Site is responsible for all Windows Updates. Not updating Windows can cause the system to malfunction and stop recording. It should be done manually. If a product under service fails through operation in a site not meeting normal operating environmental specifications per the Revcord specification sheet, Revcord may refuse to provide service until the site meets such specifications. Dealers are required to perform Tier 1 Support and Revcord will not interact with the End User except for Tier 2 service or higher.

## **8. DEDICATED USE OF REVCORD EQUIPMENT.**

Customer acknowledges that installing or running any additional software on the Revcord equipment, or changing any settings on the Revcord equipment, may damage the Revcord equipment. Customer agrees not to do so for the period of the Service Contract, other than the installation and maintenance of virus protection software in good commercial practice.

## **9. REPLACEMENT ITEMS.**

In the maintenance of any product, Revcord may use new, remanufactured, or refurbished parts, assemblies, or products. All defective parts, assemblies, or products become the property of Revcord. Revcord may require the return of these parts, assemblies, or products to a designated Revcord Depot or the Revcord representative from which the part, assembly, or product was originally purchased. Returns and claims will be handled according to the current Revcord procedure.

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## 10. TELEPHONE SUPPORT.

To ensure that the product is repaired as quickly and efficiently as possible, Revcord recommends that Customer first utilize support materials shipped with the product, product diagnostics, information contained on the Revcord's product support website, remote support, and email support. If unsuccessful, Customer will provide appropriate assistance to Support personnel to resolve issues.

## 11. REMOTE DIAGNOSIS AND THE REVGUARD REMOTE SERVICE

The RevGuard Remote Service is a highly secured Remote Access System developed specifically for Revcord loggers. This provides for a secure remote connection. The RevGuard Remote Service system is accessed via the RevWatch Portal only. Revcord relies on the right of remote access to the logger for much of its support.

### Security Features

- HTTPS TLS 1.1, TLS 1.2 or higher protocols for all connections.
- Agent directly connects to our hosted RevWatch Server, and there is no public server communication.
- The only way to access the Customer logger is through our hosted RevWatch.
- Only an approved Admin can authorize a normal remote session for an agent.
- The login time for any agent is defaulted to 10 minutes and will automatically be logged out unless approved by an Admin for extended login time.
- All Agents that login to the RevWatch portal must use two-factor authentication.
- All Agents that login to the RevWatch portal must login via web fingerprinting.
- Alter watchers can login in at any time for 1 minute no more than twice a day without Admin approval for any given site.
- Every agent activity is logged. (For an instance, who from Revcord Support connects, their actions, at what time, and how much time connected)
- At customer sites only outbound access to the RevWatch Secured Socket is needed. The secured sites will need to whitelist RevWatch Server IP Address.
- The following ports must be open for outbound traffic: 80 and 443. Revcord uses these ports for HTTPS requests and responses.
- Strong Password Enforcement.

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Revcord shall have the right of remote access to the product via RevWatch and the RevGuard Remote Service application. If controllable access is not given, a charge of \$150 will be assessed for each access to the respective logger via other remote services.

## **12. LIMITATIONS.**

This Service Agreement shall not apply to any defect, failure, or damage caused by improper use, or inadequate or improper maintenance and care, or if outside factors are the cause of a problem or defect. Rевcord shall not be obligated under this Service Agreement to:

1. outside conditions which cause the recorder to operate improperly including but not limited to poor line quality, poor radio quality, changing of VoIP protocols, and any other items which could affect the recorder,
2. repair damage resulting from attempts by personnel other than Rевcord representatives,
3. repair modification or damage resulting from attempts by personnel other than Rевcord representatives to the Rевcord SQL database or configuration,
4. repair modification or damage resulting from attempts by personnel other than Rевcord representatives to the punch-down blocks, passive taps, Amphenol cables, or any other Rевcord hardware,
5. customer or third-party acts to install, repair or service the product unless directed by a Rевcord representative,
6. repair damage, malfunction, or degradation of performance resulting from improper use or connection to incompatible equipment or memory,
7. repair an item that has been modified or integrated with other products when the effect of such modification or integration increases the time or difficulty of servicing the product or degrades performance or reliability,
8. repair damage, malfunction, or degradation of performance resulting from use of the product in an environment not meeting normal operating environment specifications,
9. repair damage, malfunction, or degradation of performance resulting from acts of God or nature, acts of terrorism, explosion, flood, fire, war and riots, support software not supplied by Rевcord.

Any service identified in the preceding section and provided by Rевcord at Customer's request shall be invoiced to Customer at Rевcord's then current rates for parts, labor and travel.

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### **13. ENHANCEMENTS OR UPGRADES.**

Software or firmware enhancements/upgrades shall be provided by Revcord under this Service Agreement. The RevShield program does not provide for Upgrades from one operating system to another. An example of this would be moving from an obsolete Windows software OS to a new Windows software OS as in Windows 7 to Windows 10. Another example would be where IT requires all system to be on a Server software and an upgrade would be required to move from Windows 10 to Windows 2019 or 2022 Server. All firmware enhancements/upgrades require the most recent version of software. If the most recent version of software is not used, Revcord cannot guarantee it will work properly.

### **14. ADDONS, MOVES, AND CHANGES.**

Any Addons, Moves, or Changes will require the most current version of software. They are subject to an hourly support charge as well as new hardware and/or software licenses.

### **15. REVSHIELD SUPPORT.**

Support covers the following items:

- Operational Questions
- Trouble Shooting
- Onsite Support Dispatch
- RevShield Software Suite With Alerts And Monitoring
- Upgrades And Updates
- Web-based End User Training

### **16. REVSHIELD PLAN OFFERINGS.**

Revcord offers two types of plans as outlined below:

1. **RSPLUS:** This package provides for Support, Upgrades, and Updates as defined by Section 13 and 15. In addition, for those that allow proper Port access, Revcord will monitor the system through RevShield Alerts.
2. **RSPLUSONSITE:** In addition to the RSPLUS, this package will provide for onsite service for Level 1 – Critical Business Impact events as defined in Section 17.

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## **17. REQUEST FOR SERVICE AND SEVERITY LEVELS FOR SERVICE.**

Any customer requesting service that is Level 1 to Level 3 is required to have a service ticket number. Below are the different classifications of service requests and Revcord's associated responsibility:

### **Level 1 – Critical Business Impact**

The impact of the reported deficiency is such that the recorder is not recording or at Revcord's discretion a reported deficiency is upgraded to a Level 1 issue, Revcord will commence work on resolving the deficiency within one (1) hour of notification until an acceptable resolution is achieved. In addition, for RevShield plans that have onsite service, a technician will be dispatched should it be deemed there is a hardware issue and parts are available next day. Please note that systems without spare parts on site will require parts to be shipped based on the Revcord Hardware Warranty which is Next Day Air. In extreme cases at Revcord's discretion, Revcord will provide a loaner system.

### **Level 2 – Moderate Business Impact**

Important features of the Software are unavailable, but an alternative solution is available or non-essential features of the Software are unavailable with no alternative solution. The customer impact, regardless of product usage, is loss of operational functionality or implementation resources. Revcord will commence work on resolving the deficiency within one (1) business day of notification and will engage staff during business hours until an acceptable resolution is achieved.

### **Level 3 – Minimal Business Impact**

Customer submits a Software information request, software enhancement or documentation clarification which has no operational impact. The implementation or use of the Software by the Customer is continuing and there is no negative impact on productivity. Revcord will provide an initial response regarding the request within one (1) business week.

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## **18. HOURS OF OPERATION.**

Support is available 24/7 via the ticket system and 7am to 5pm CST. After hours support which would be considered weekends, holidays, and 5pm to 7am CST is only available for Level 1 severity levels. Any calls made to after hours for Level 2 to Level 3 support are subject to Revcord's hourly rate as outlined in the Revcord Price List.

## **19. CONFIDENTIAL INFORMATION, PCI COMPLIANCE, AND HIPPA COMPLIANCE.**

"Discloser" and "Recipient" apply to both Parties depending on their role, whether as the discloser or the recipient of Confidential Information. "Confidential Information" means the terms of this Agreement; a Party's proprietary or confidential information, intellectual property, trade secrets, know-how, software, technology, specifications, and nonpublic business or financial information; a Party's member, customer and employee data, Patient Data (as defined below), personally identifiable information ("PII"), and payment card industry information ("PCI"); any written materials marked as confidential; and any other information of a Party, including visual or oral information, which reasonably should be understood to be confidential. Confidential Information also means any third party's information provided to a Party under obligation of confidentiality.

### **Patient Data**

Means any "Protected Health Information" Under HIPAA, including, without limitation, any data or information concerning a patient's treatment, procedure, medicine, drugs, diagnosis, therapy, surgery, outcome, history, genetics, disclosure, behavior, name, address, or other identifying information of, or applicable to, any patient.

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### **Use and Protection:**

Recipient may use Discloser's Confidential Information solely for the purposes of this Agreement and as permitted or required under this Agreement.

Recipient will safeguard Discloser's Confidential Information by doing the following:

- not disclosing Discloser's Confidential Information, or permitting anyone else to disclose it, except to those employees, credentialed physicians, advanced practice clinicians, affiliates, accountants, attorneys, and consultants of Recipient who have a need to know and are required to keep it confidential.
- keeping confidential all of Discloser's Confidential Information.
- maintaining Discloser's Confidential Information in a safe and secure place.
- exercising the same degree of care to safeguard Discloser's Confidential Information as it would in protecting its own, but in no event less than reasonable care; and
- returning or destroying all documents, copies, notes, or other materials containing any of Discloser's Confidential Information upon Discloser's request.

### **Exceptions to Obligations:**

The exceptions in this Section do not apply to Patient Data, PII, or PCI, which remain subject to the confidentiality obligations of this Agreement. Recipient is not subject to the confidentiality obligations of this Agreement regarding Confidential Information that Recipient can prove meets any of the following criteria: (a) is or becomes publicly available without breach of this Agreement, but only from the date that it becomes publicly available; (b) was rightfully in Recipient's possession without an obligation of confidentiality owed to Discloser before Recipient received it from Discloser; (c) was disclosed to Recipient by a third party without obligation of confidentiality owed to Discloser; or (d) is independently developed by Recipient without using any of the Confidential Information.

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### **Patient Data, PII, and PCI:**

If Customer permits Revcord to create, use, disclose, access, de-identify, aggregate, maintain, or transmit any of Customer's Patient Data, PII, or PCI under this Agreement, Revcord must first sign, and require its contractors to sign, an approved business associate agreement ("BAA") and data security agreement ("DSA"). The BAA and DSA are independent, stand-alone agreements and survive any termination of this Agreement. This Agreement does not amend, alter, or limit the BAA or DSA. With respect to Patient Data, PII, and PCI, if a conflict arises between this Agreement and the BAA or DSA, the BAA or DSA, as applicable, governs. Unless specifically permitted under the BAA or the DSA, Revcord may not create, use, disclose, access, de-identify, aggregate, maintain, or transmit any of Customer's Patient Data, PII, or PCI. If Revcord fails to comply with the previous sentence or discovers Customer's Patient Data, PII, or PCI, then Revcord will (a) notify Customer immediately in writing, and (b) follow Customer's instructions for returning or destroying that Patient Data, PII, or PCI.

### **Judicial Order:**

If a judicial or governmental request or order seeks Confidential Information, Recipient may disclose that Confidential Information as requested or ordered. But, if permitted by applicable law, Recipient must notify Discloser before disclosing the Confidential Information and cooperate with Discloser's reasonable requests in seeking a protective order or limiting the effect of that disclosure.

## **20. LIMITED LIABILITY.**

Customer expressly agrees that use of Revcord hardware and software is at Customer's sole risk. Neither Revcord, its employees, affiliates, agents, third party information providers, merchants, licensors, or the like, warrant that the Revcord service will not be interrupted or error free; nor do they make any warranty as to the results that may be obtained from the use of Revcord. Notwithstanding the above, Customer's exclusive remedies for all damages, losses and causes of actions whether in agreement, tort including negligence or otherwise, shall not exceed the aggregate dollar amount which Customer paid during the term of this Agreement.

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## **21. LIGHTING STRIKES AND ELECTRICAL DAMAGE.**

A power surge from a lightning strike or electrical pulse can send an unbridled electric current through electronic devices, weakening or completely frying the circuit board, hard drive, power supply, and/or other electronic components. You may not know the full extent of lightning/electrical damage simply because some systems may work intermittently, eventually failing weeks after the initial strike. Any surge or lightning strike voids the hardware warranty and any software warranty failure that is attributed to hardware. Revcord will provide for a hardware refresh plus installation costs as a courtesy.

## **22. WAIVER.**

Failure of either party to enforce any provision of this Service Agreement shall not be deemed a waiver of future enforcement of that or any other provision.

## **23. ASSIGNMENT.**

Customer may not assign or otherwise transfer its rights or obligations under this Service Agreement without the prior written consent of Revcord.

## **24. GOVERNING LAW.**

For products located in the United States this Service Agreement shall be governed by the federal laws of the United States.

## **25. NOTICES.**

All notices shall be given in writing and shall be effective upon receipt. Notices to Customer shall be sent to the Customer's address on file with Revcord. Notice to Revcord shall be sent to:

**Revcord  
1250 Wood Branch Park Dr  
Suite #490  
Houston, Texas 77079**

## **26. ENTIRE SERVICE AGREEMENT.**

This document provided by Revcord shall contain the entire Service Agreement between the parties. This Service Agreement may not be modified except by written amendment signed by an authorized representative of each party. Any provisions of this Agreement that conflict with the Terms And Conditions Of Sale shall be superseded by those terms and conditions.

\_\_\_\_\_ Initials

**27. SOFTWARE SUNSET POLICY.**

Revcord ensures you always access the newest technology when you are investing in Revcord solutions. As Revcord continues to innovate and introduce new product solutions, older products that have reached the end of the product lifecycle will no longer be available for sale. In addition, only the most recent version of software is available for sale. Current software can be upgraded or patched but new sales are for current versioned software only. Revcord will provide customer support services including phone support, email support and repairs up to three years including software patches. Between three and five years, Revcord will continue additional customer support services including phone support, email support and Hot Fixes but Patches will not be available. These products will require full version software upgrades. At the end of five years, products reach their end of life. Revcord will continue to provide minimal technical support for an additional two years after the End of Life but cannot guarantee any solutions or feature sets will be available. Revcord will discontinue products and product support according to the End Of Life Product Schedule listed in its Sunset Policy which is available on Revcord's website.

**END OF LIFE PRODUCT SCHEDULE**

Version	Patch Eligibility	End of Life
8.0	12-31-2014	12-31-2016
8.1	12-31-2015	12-31-2017
8.2	12-31-2015	12-31-2017
9.0	12-31-2016	12-31-2018
9.1	12-31-2016	12-31-2018
9.2	12-31-2017	12-31-2019
9.3	12-31-2017	12-31-2019
9.4	05-31-2018	05-31-2020
10.0	05-31-2019	05-31-2021
11.0	05-31-2020	05-31-2022
11.1	09-30-2022	09-30-2024
11.2	11-30-2023	11-30-2025
11.3	01-31-2024	01-31-2026
12.0	04-30-2025	04-30-2027

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**28. DESIGNATED ONSITE CONTACTS.**

Designated Onsite Contacts are used as the primary contacts for service and notification of Alerts. One Site contact and one Dealer contact is required for critical alerts.

**PRIMARY ONSITE CONTACT**

Name: \_\_\_\_\_

Telephone: \_\_\_\_\_

Email Address: \_\_\_\_\_

**ADMIN CONTACT**

Name: \_\_\_\_\_

Telephone: \_\_\_\_\_

Email Address: \_\_\_\_\_

**DEALER CONTACT (IF DEALER SALE)**

Name: \_\_\_\_\_

Telephone: \_\_\_\_\_

Email Address: \_\_\_\_\_

**29. REVSHIELD PLAN AND PRICE.**

The following plan shall be in effect for the term of this agreement:

Plan Type: \_\_\_\_\_

Serial Number: \_\_\_\_\_

Term Start Date: \_\_\_\_\_

Renewal Date: \_\_\_\_\_

**30. ACKNOWLEDGEMENT AND AGREEMENT OF THIS SERVICE LEVEL AGREEMENT**

Customer Site Name: \_\_\_\_\_

Authorized Representative \_\_\_\_\_

Title \_\_\_\_\_

\_\_\_\_\_  
Signature