

### **Licensee Hardware Requirements**

**Terminal Service - Remote Desktop Method\*:** PC Computer running Windows XP (Service Pack 3 is required, SP3 with Remote Desktop - RDP 6.1) OR Windows Vista or Windows 7 running Remote Desktop 6.1 or later with a minimum screen size of 1024 x 768. High-speed connection to the internet (minimum of 512 Kbps download and upload bandwidth). (Testing showed a Peak Bandwidth Download around 50 Kbps). A Terminal Server compatible printer.

### **Data Center Hosted Site Information**

LVM uses PC hardware/software that meets or exceeds the following standards:

#### **MS-SQL Server - (or Similar)**

Dell Power Edge 1950  
Intel Xeon L5410 2x6MB Cache,  
2.33GHz, 1333MHz FSB  
4GB 667MHz RAM (2x2GB), Dual Ranked DIMMs, Energy Smart, PE  
2 - 73GB 15K RPM Serial-Attach SCSI 3Gbps 2.5-in Hot-Plug Hard-Drives

#### **Microsoft Small Business Server 2008 Premium Edition**

Appropriate number of User CALs (client access licenses)

Terminal Server/Remote Desktop connections with 128 bit Encryption enforced

\*LVM will scale the solutions to the number of concurrent licenses.

#### Hosting Facility Features:

- 10 Mbps of blended internet bandwidth across multiple tier 1 providers
- Carrier-neutral network access
- 100% Uptime with a Service License Agreement of power and internet
- Anonymous Locked Cabinets with Biometric access control
- 24/7 Hour Support and Security with access control tracking
- Fire detection and suppression
- Power Generation Backup

**LVM** currently uses i/o Data Centers - <http://www.iodatacenters.com> .

i/o Data Centers Service Level Agreement with LVM Systems can be found on their website.

### **Data Backup**

LVM will make regular daily backups on the given SQL Server on a second physical drive in the server. The SQL Transaction log will also be stored on this second physical drive. On a weekly basis, LVM will also download to a second physical site, such as the LVM data center, an encrypted backup of the SQL database. LVM will also download to a second physical location, on a daily basis, an encrypted download of the SQL transaction logs. LVM may also choose to use a SQL Transactional Replication method for backups at a second physical location.

SQL Backups may affect the response time of the application; therefore LVM will work with the Licensee to select the most appropriate time of day for the backup.

### **Faxing Option and Phone Charges**

The VCC allows for faxing of reports or Triage Encounter Charts. The cost associated for faxing services will be billed back to the Licensee at LVM's cost.

### **LVM Service Level Agreement**

**Single Site Service Level:** LVM will provide 99% scheduled availability of the **Centaurus application\***, excluding your local connection to the internet. For each hour the **Centaurus application\*** is not available beyond the 99% scheduled availability level, LVM will extend the use of the software by two hours at the end of the contract for no additional cost

**Second Site – Backup Server:** (See page 6 for detailed information) Licensee may select and pay for the optional Second Site Location Server, LVM will provide a second physical site with hardware/software for the **Centaurus application\*** This second server will host a second copy of Centaurus, MS SQL Server, Terminal Server and a Backup Domain Controller software. The MS SQL databases will be setup in a Log Shipping methodology to keep data in a “near real-time state”. “Near real time state” means within a few minutes (normally 3-10 minutes). This second backup server would be put into production mode if there was a major problem with the primary server or site location for a period of more than three hours.

**Scheduled Maintenance Time:** At some point, maintenance or scheduled downtime will be required. The need for this can be based upon, but not limited to, upgrades to the software application that require an update to the SQL databases, re-indexing of the SQL database, installation of hard disks, replacement of power supplies or forced relocation to a new area of the data center by the hosting site. In all scheduled maintenance time cases, LVM will work with you in good faith to notify and minimize any impact this may have on availability of the application.

**\*Centaurus application** is defined as the ability to use the Centaurus software to take calls and does not extend to related products of Faxing, HL7 Interface, WebLink push/pull applications which rely on communications or connections to data sources outside the control of LVM. Any extension of the use of the application as the result of downtime carries no cash value and can only be redeemed through extended use of the application.

**Hardware Failure:** In the event of a hardware failure, LVM shall keep on-hand ready-to-go server(s), in a "Cold State," with the necessary operating and SQL software to make the transition to a new server as quick as possible. This is known as N+1 level of backup.

**HIPAA Business Associates Agreement:** All Licensee data associated with this agreement shall be deemed confidential and shall be treated as such and each Licensee and LVM will enter into an appropriate HIPAA Business Associates Agreement.

# Customer Support for VCC Clients

What follows is LVM's policy regarding its role and responsibilities as support and IT staff for clients on our Virtual Call Center (VCC).

## **LVM's responsibility**

LVM provides its clients with those services that typically require IT personnel such as installing base software, database changes and ongoing updates.

## **Client's responsibility**

Tasks that in large part are handled without the need for IT assistance will be performed by the client's call center staff responsible for the Centaurus application. Examples of these tasks include the installation of custom screens, reports, routines or programs, setting up user accounts in Centaurus and running maintenance routines found within Centaurus.

## **Rationale**

Separating these responsibilities is only logical. First, in order to maintain control of its system, the client must direct all changes to its production environment according to its unique policies and procedures. Each client has its own set of corporate rules that are critical for its operation. If LVM were to act without the direct involvement of the client, we would run the risk of negating its standard operating procedures. Second, LVM will typically have more than one person involved in supporting the same client at any point in time. Consequently, it is imperative that the client personally coordinates and implements all changes to ensure optimal compatibility and order. And third, our clients have internal communication channels in place to advise staff of coming changes when new features and functions are planned. Timing and knowledge sharing can be vital for a successful transition.

## Acceptable Use Policy

This Acceptable Use Policy document (the "Policy"), including the following list of Prohibited Activities, is an integral part of your Agreement with LVM. Please read this Policy carefully. If you engage in any of the activities prohibited by this Policy, LVM may exercise a variety of legal remedies, including the suspension or termination of your network access and/or account with LVM.

This Policy is designed to help protect LVM and the internet community in general from irresponsible and/or illegal activities. The Policy is a non-exclusive list of the actions prohibited by LVM and LVM reserves the right to modify the Policy at any time, effective upon posting on our website. LVM reserves the sole and absolute right to interpret, apply, define and implement this Policy.

### Prohibited Uses of LVM Data Centers Systems and Services, include the following:

1. Transmission, distribution or storage of any material in violation of any applicable law or regulation is prohibited. This includes, without limitation, material protected by copyright, trademark, trade secret or other intellectual property right used without proper authorization, and material that is obscene, defamatory, constitutes an illegal threat, or violates export control laws.
2. Sending Unsolicited Bulk Email ("UBE", "spam"). The sending of any form of Unsolicited Bulk Email through Licensee Data Centers' systems is prohibited. Likewise, the sending of UBE from another service provider advertising a web site, landing page, email address or utilizing any LVM resources, is prohibited. LVM accounts or services may not be used to solicit customers from, or collect replies to, messages sent from another Internet Service Provider where those messages violate this Policy or the policy or terms of service of another provider.
3. Running Unconfirmed Mailing Lists. Subscribing email addresses to any mailing list without the express and verifiable permission of the email address owner is prohibited. All mailing lists run by LVM customers must be Closed-loop ("Confirmed Opt-in"). The subscription confirmation message received from each address owner must be kept on file for the duration of the existence of the mailing list.
4. Advertising, transmitting, or otherwise making available any software, program, product, or service that is designed to violate this Policy or the policy of any other Internet Service Provider, which includes, but is not limited to, the facilitation of the means to send Unsolicited Bulk Email, initiation of pinging, flooding, mail-bombing, or denial of service attacks.
5. Operating an account on behalf of, or in connection with, or reselling any service to, persons or firms listed in the Spamhaus Register of Known Spam Operations (ROKSO) database at [www.spamhaus.org](http://www.spamhaus.org).
6. Unauthorized attempts by a user to gain access to any account or computer resource not belonging to that user (e.g., "hacking" and/or "cracking").
7. Obtaining or attempting to obtain service by any means or device with intent to avoid or reduce payment.
8. Unauthorized access, alteration, destruction, or any attempt thereof, of any information of any LVM customers or end-users by any means or device.
9. Knowingly engage in any activities designed to harass, harm or cause damage to Licensee or a third-party, including denial-of-service (e.g., synchronized number sequence) attacks directed at any other user, whether on the LVM network or on another provider's network.

10. Using LVM Services to interfere with the use of the LVM's network by other customers or authorized users.

**Licensee Responsibility for Licensee's Users**

Each Licensee is responsible for the activities of its users and, by accepting service from LVM, is agreeing to ensure that its customers/representatives or end-users abide by this Policy.

If violations of this Licensee Acceptable Use Policy occur, LVM reserves the right to terminate services with or take action to stop the offending customer from violating this Policy as LVM deems appropriate, with or without notice.

## VCC Second Site - Backup Server (Optional)

LVM Systems offers an option of having an active backup server attached to your VCC configuration. The purpose of this server is to ensure the prompt restoration of your call center database and software to a functional state in the event of a system failure.

The backup server will reside at a different physical location than the primary server and will be configured to act as a backup domain controller, SQL server, Terminal server and Centaurus application server. Having this server as a backup domain controller will ensure that all your employees who have access to the VCC continue to have access in the new location without having to manually add all users' logon information and permissions to the server during a failover.

The SQL server databases will be configured to run in a transaction log shipping mode and will be set to update at an interval of every few minutes (normally 3-10 minutes). This allows the backup database to reflect your production database in a near real-time manner. The backup database would then be put into production mode if there were a problem with your primary database that was expected to last for a period of three hours or more. It can also be used to keep your operations active when server maintenance requires an extended period of time.

As a backup Terminal Server this server would provide two vital parts to your configuration. First, this second site server is located in a separate physical location, the internet connection that is provide to access this server is separate from your primary location functioning independent of each other. Secondly, this terminal server can be used in conjunction with your primary terminal server to allow you to continue call processing during maintenance/update of the other terminal server.

Adding this option to your current VCC configuration will allow for the speediest return to call processing for your call center in the case of hardware failure of or unavailability of your primary VCC server(s).