

Bio-ITech Service Level Agreement Private Cloud and On-Premises

1. General

This Service Level Agreement (“**SLA**”) describes the service levels for the maintenance and support on the Software provided by Bio-ITech in a dedicated system installation, referred to as Private Cloud or On-Premises installation, and described in the Agreement. This SLA is subject to the General Terms and Conditions of Bio-ITech. In cases where the SLA is inconsistent with the General Terms and Conditions, the SLA will prevail.

The Client is offered a choice between three different SLAs (Bronze, Silver and Gold). This SLA sets out these SLA variants. The Client's active SLA variant is described in the most recent version of the Agreement of the Client and Bio-ITech and/or, if applicable, in the Agreements and Procedures File (“**APF**”) of the Client and Bio-ITech. The duration of the SLA is linked to that of the license to the Bio-ITech software. If support is required outside of the active license period, Bio-ITech will have the right to issue an additional quotation before the actual support is delivered.

In all cases, Diagnosis Times, Resolution Times and other service levels can only be delivered if the Client and related organisation Key-User or Administrator are sufficiently able to communicate and cooperate. If there are specific requirements for IT infrastructure (e.g. VPN access in case of on-premises installations), the services as mentioned in this SLA can only be provided if the Client provides (access to) such an infrastructure. Any delay caused by the client in this respect needs to be added or considered in the before mentioned times and services.

If Bio-ITech needs to enquiry additional information about a Support Request form the client, the time between Bio-ITech's follow up enquiries and the Client's answer (support ticket status "Pending") will not be considered in the calculation of the Diagnosis and Resolution Times. The administrative records of Bio-ITech will determine whether the agreed service levels have been met.

The provisions of this SLA are not applicable to the extent that they are beyond Bio-ITech's control, e.g. disruption or malfunction in connected external systems such as those from third party components. In addition, this SLA is not applicable to software add-ons that require installation on the computer of the end-users, such as eLABWebEdit, eLABSync, eLABPrint, eLABHybrid, and third-party software (e.g. Label Printers and barcode scanners). The software is supported to be used in the most recent versions of Safari, Internet Explorer, Google Chrome, Mozilla Firefox and Microsoft Edge web browsers. The Service Levels do not apply for other browsers.

The SLA can be amended at any time by Bio-ITech. Bio-ITech will continue to offer the Client at least the equivalent Service Levels without an increase in the support charges. Bio-ITech will send a copy of the most recent SLA to the Client by email.

2. Definitions

The terms used in this SLA are defined as follows:

Term	Definition
Bio-ITech	A division, operating from Cambridge (MA), belonging to Eppendorf, Inc., located at Enfield (CA).
Preventive Maintenance	The correction and supplementation of software or server components. The purpose of preventive maintenance is to prevent problems from occurring in the future.
Upgrades	Upgrades of the Software to add/expand on functionality and to fix encountered non-blocking Problems.
Corrective Measures	The rectification of Problems in the Software.
Diagnosis Time	The time needed to assess the content of a Problem or an Incident and to establish problem-solving approaches. The Diagnosis Time is measured from the confirmation of a Support Request concerning a Problem or Incident until Bio-ITech indicates that a start has been made to resolve the issue.
Problem	A reproducible defect in the Software or service provided by Bio-ITech that blocks the software from performing in accordance with the Agreement.
Incident	An event at the Client causing a disruption for using the Software as intended. This includes events related to: <ul style="list-style-type: none"> • The Client's configuration of the Software • A modified user interface resulting from maintenance.
Key-User	The contact person within the Client organization, appointed by the Client who provides the 1st line support within the Client's organization in respect of the Software and services provided by Bio-ITech.
System Administrator	The contact person within the Client organization, appointed by the Client who technically manages the system and in case the System Administrator also functions as the Key-User, provides the 1st line support within the Client's organization in respect of the Software and services provided by Bio-ITech.
Information system	The information system of Bio-ITech on which the Software is installed and implemented.
Maintenance Window	Timeframe for execution of Preventive maintenance: which is from Monday to Friday between 10pm EST and 8am EST and from Saturday 8pm EST to Sunday evening 10pm EST, in accordance with Article 5 of this SLA.
Client	The organization that has concluded an Agreement with Bio-ITech.
Resolution Time	The time between the diagnosis of a Support Request and <ul style="list-style-type: none"> • In the event of a Problem/Incident: the communication made by Bio-ITech that an update is available • In the case of other support: the answering of the question and closing of the support ticket (status "Solved"/"Closed").
Agreement	The Agreement between the parties under which the Software is delivered to the Client.
Support Request	The Client's request for the resolution of a Problem or Incident or for other types of support.
Software	The software provided by Bio-ITech to the Client under the Agreement.

Private Cloud	Dedicated installation of Bio-ITech software that is hosted in an Amazon data center, in which back-ups, system maintenance and monitoring is the responsibility of Bio-ITech.
On-Premises	Dedicated installation of Bio-ITech software that is hosted in a data center of choice of the Client, in which data back-ups, system maintenance and monitoring is the responsibility of the Client.
Customer Care	Bio-ITech's Customer Support.
Hourly Rate	Bio-ITech's hourly rate.
Working Days	Working Days are from Monday to Friday, with the exception of Dutch national public holidays.
Office Hours	From 9am - 5.30pm EST on Working Days.

3. Customer Care, submission and processing of Support Requests

Support per organization is most efficiently when it is managed and funneled through a single Key-User. The Client's Key-User is therefore designated as the single point of contact for the Bio-ITech Support Center for receiving Support Requests. The Software facilitates the assignment of Key-User that has user and group management permissions, as well as a System Administrator, that can technically manage the Private Cloud or On-Premise installation. The appointment of an System Administrator and a Key-User is mandatory, yet both roles may be appointed to the same person within the Client organisation. The Client should inform Bio-ITech in a timely manner in case of the replacement of the System Administrator. Operational communication concerning Support Requests is conducted primarily with the Key-User.

The Support Center can be contacted via <https://elabjournal.zendesk.com/> and by e-mail: support@elabjournal.com. The Silver and Gold SLA's also cover support by telephone. Bio-ITech may request to deliver support by using screen-sharing tools, however providing such type of support is at the sole discretion of Bio-ITech and depends on Clients approval.

Once the Support Request has been received, confirmation of receipt will be sent by e-mail to the Key-User. A diagnosis will be made by Bio-ITech in which the applicable category (Problem, Incident or Question) and priority (Urgent, High, Normal or Low) will be determined. The following definitions for the priorities apply:

Priority	Type of Support Request	Examples
Urgent	The Support Request concerns a Problem or Incident as a result of which the Software cannot be used at all by the Client. The Support Request is also clearly marked by the client in the subject header that this is an urgent matter.	There is a Problem with the Software that prevents it from running.
High	The Support Request concerns a Problem or Incident with the result that essential functionality of the Software is not available to the Client. The Support Request is also clearly marked by the client in the subject header that this is a matter with high priority.	The Software freezes when a certain critical feature is being used.
Normal	The Support Request concerns a Problem or Incident that prevents one or more functions	The Software freezes when a non-critical functionality is used, or when

	of the Software from working properly, but the Software can be used without any direct problems.	a functionality is used that only occurs in very specific cases that is considered to be non-blocking for working with the Software.
Low	Support Requests for Upgrades, user support and questions.	A question concerning the use of the Software.

Following completion of the diagnosis, the Key-User will receive a notification via phone or e-mail on the subject, after which Bio-ITech initiates the resolution. The Diagnosis and Resolution times as defined in Article 4 are maintained. The priority of a Support Request can change on an interim basis, e.g. because an alternative or temporary solution is available that affects the Priority.

Support Requests with either the High or Urgent priority status are always processed according to the tables in Article 4. Support Requests with either the Normal or Low priority status can be resolved within the available hours per month with no extra costs as outlined in the table below. Additional support hours may be purchased either when needed (at 100% price) or additionally pre-paid per month for a reduced price.

SLA Type	Support hours (per month) hours
Bronze	2
Silver	3
Gold	5

4. Diagnosis, Resolution and Workhours

The Diagnosis Time and Resolution Time are applicable to Problems and Incidents if they are identified as such based on a Support Request. Diagnosis and Resolution Times are applicable exclusively during Office Hours of Working Days.

Priority	SLA Bronze	SLA Silver	SLA Gold
Urgent	9:00 am - 5:00 pm W	9:00 am - 5:00 pm WW	9:00 am - 11:00 pm A
High	9:00 am - 5:00 pm W	9:00 am - 5:00 pm WW	9:00 am - 11:00 pm A
Normal	9:00 am - 5:00 pm W	9:00 am - 5:00 pm W	9:00 am - 5:00 pm W
Low	9:00 am - 5:00 pm W	9:00 am - 5:00 pm W	9:00 am - 5:00 pm W

Times are in EST time-zone. Abbreviations used are W: Workdays. WW: Workdays and Weekends except for national holidays. A: Any day except for national holidays.

4.1 Bio-ITech diagnosis times concerning Problems and Corrective Measures

Priority	SLA Bronze	SLA Silver	SLA Gold
Urgent	< 16 hours	< 4 hours	< 2 hours
High	< 36 hours	< 16 hours	< 4 hours
Normal	< 72 hours	< 24 hours	< 16 hours
Low	< 72 hours	< 72 hours	< 24 hours

4.2 Bio-ITech diagnosis times concerning Incidents

Priority	SLA Bronze	SLA Silver	SLA Gold
Urgent	< 72 hours	< 32 hours	< 16 hours
High	Best effort	Best effort	< 16 hours
Normal	Best effort	Best effort	Best effort
Low	N/A	N/A	N/A

4.3 Bio-ITech Resolution Times concerning Problems and Corrective Measures

Priority	SLA Bronze	SLA Silver	SLA Gold
Urgent	< 24 hours	< 12 hours	< 6 hours
High	< 24 hours	< 12 hours	< 6 hours
Normal	Best effort	< 36 hours	< 24 hours
Low	Best effort	Best effort	< 24 hours

4.4 Bio-ITech Resolution Times concerning Incidents

Priority Support Requests	SLA Bronze	SLA Silver	SLA Gold
Urgent	Best effort	< 16 hours	< 16 hours
High	Best effort	Best effort	< 16 hours
Normal	Best effort	Best effort	Best effort
Low	N/A	N/A	N/A

Solutions to Problems or Incidents are provided during Software updates, unless explicitly communicated otherwise with the Client. A Problem or Incident is considered resolved when the availability of the applicable Software update is communicated to the Client.

5. Maintenance, updates

Corrective Measures and Preventive Maintenance are taken at the sole discretion of Bio-ITech. Client and Bio-ITech may choose to annually identify and evaluate the need or wish for custom Upgrades. Bio-ITech is not bound by any obligations based on this evaluation. Bio-ITech will make a separate offer if custom Upgrades are requested, and will perform said maintenance after obtaining the explicit approval of the Client. Diagnosis and Resolution Times for custom Upgrades, Corrective and Preventive Maintenance are not applicable, if they are not based on Support Requests made by the Client.

Upgrades, Corrective Measures, Preventive Maintenance and, where applicable, solutions to Support Requests may result in a Software update. Bio-ITech will deploy Software updates within the Maintenance Window unless otherwise agreed. If the Client makes use of an Acceptance Environment, updates will first be installed in this environment unless otherwise agreed, after which the Client can give approval to install the update in the Production Environment.

The frequency and actual time of installation of updates, will be decided based on the impact of the installation (e.g. expected downtime) and the impact on the Client/End-user in the event the update is delayed. The priority is classified as Urgent, High, Normal or Low, based on the definitions given in Article 3.

Update impact	Priority	Frequency
Major (>5 min. downtime)	Urgent	At the discretion of Bio-ITech, in consultation with the Client
	High	Within the Maintenance Window
	Normal	Quarterly
	Low	Quarterly
Regular (<5 min. downtime)	Urgent	At the discretion of Bio-ITech, in consultation with the Client
	High	Within the Maintenance Window
	Normal	Within the Maintenance Window
	Low	Within the Maintenance Window
Minor (no downtime)	Urgent	At the discretion of Bio-ITech
	High	At the discretion of Bio-ITech
	Normal	At the discretion of Bio-ITech
	Low	At the discretion of Bio-ITech

The Client will receive a notification at least 14 days prior the quarterly updates.

If the update is in response to a Support Request, the priority as designated in the Support Request transcends. The Client will be informed as soon as an update is available that resolves the Support Request. The updates will be installed in accordance with the table above, based on impact and priority. If the Client wishes to install the update at a different time as planned, a request can be made to Bio-ITech. Bio-ITech will attempt to meet this request whenever possible, however its decision will remain at the discretion of Bio-ITech.

The Client is responsible for ensuring that Bio-ITech has access to the systems to perform maintenance and to act on necessary measures (Upgrades, Corrective and Preventive Maintenance). The Client is obliged to provide any support needed for this purpose. If for any reason access cannot be granted on reasonable grounds, Bio-ITech is exempted from any obligations set forth in this agreement.

6. Security, backup and restore

Private Cloud installations

In case of a Private Cloud installation, Bio-ITech is responsible for server maintenance and monitoring such that it ensures the highest availability of the software according to the SLA. Bio-ITech is responsible for setting up and implementing backup and restore procedures.

On-Premises installations

In case of an On-Premises installation, the Client is responsible for access control to the infrastructure of the System installation, the Software and the System database. The Client is responsible for server maintenance, monitoring in a manner that ensures the availability of the Software. The Client is responsible for setting up and implementing backup and restore procedures.

7. SLA Reporting

Clients with a Private Cloud installation and SLA Gold will receive a report of the SLA performance indicators at request. The report contains information from the administrative records of Bio-ITech and is issued for internal use only.

8. Escrow

If the Client has an escrow agreement with Bio-ITech, Bio-ITech will deposit an escrow package including source-code and database schemas on a quarterly basis with the escrow supplier unless another frequency has been agreed. Costs incurred by the escrow agreement, as invoiced by the escrow agency, will be fully paid by the Client.

9. Additional interfaces

This SLA does not include support for interfaces with external systems unless otherwise agreed.

10. Penalties and discounts

The current monthly SLA fee depends on the selected service level and the requested additional services. Prices are agreed upon in the Offer. The fees are charged monthly in advance to the Client.

For each day the applicable Diagnosis and/or Resolution time has not been met, Bio-ITech will credit 1 day of the payable SLA and license fees on the next invoice. The Client will in this case waive his rights to dissolution, suspension and/or compensation related to these events.

The Client is responsible for submitting a claim for the above-mentioned discount. A claim will only be processed, if the Client has made a Support Request about the Issue or Problem. The claim can be submitted up to 10 Working Days following the end of the calendar month in which the Support Request to which the claim relates has been created. Claims can be submitted by email: legal@elabjournal.com. The administrative records of Bio-ITech will be decisive for calculating the total discount.

In all other cases in which Bio-ITech culpably fails to meet its obligations, the Client will be entitled to dissolution, suspension and/or compensation following written notice of default, granting a reasonable period in which to rectify the non-compliance. Compensation for damages is subject to the limitations of liability provided for in the General Terms and Conditions.