



Bio-ITech Service Level Agreement Cloud

1. General

This Service Level Agreement (“SLA”) describes the service levels for the maintenance and support on the Software provided by Bio-ITech in the cloud as available at <https://www.elabjournal.com> 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 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 requested support is provided.

In all cases, Diagnosis Times, Resolution Times and other service levels can only be met if the Client and the organisation Key-User or Administrator are responsive to communication and cooperation.

If Bio-ITech needs to enquire 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.

Bio-ITech has the right to amend this document at any time, without further notice if at least an equivalent Service Level is delivered without an increase in the support charges. The active SLA can be requested at any time or can be downloaded at <http://www.bio-itech.nl/terms/>

2. Definitions

The terms used in this SLA are defined as follows:

Term	Definition
Bio-ITech	Bio-ITech B.V., registered in the Dutch Chamber of Commerce number 53765273, located in Groningen (the Netherlands).
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.
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 22.00 hours CET and 08.00 hours CET and from Saturday 20.00 hours CET to Sunday evening 22.00 hours CET, 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.
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 9.00 - 17.30 CET 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. When service is delivered to multiple labs within an organisation, the Client is required to appoint a Key-User which acts as a single point of contact to the Bio-ITech Customer Care for sending Support Requests. When services are delivered to individual labs, The Client’s Group Administrator is designated as the Key-User. The Client should inform Bio-ITech in a timely manner in case of the replacement of the Key-User. Operational communication concerning Support Requests is conducted primarily with the Key-User.

To receive support, the Key-User can contact the Bio-ITech Customer Care Team via <https://elabjournal.zendesk.com/> or by e-mail: support@elabjournal.com. Support Requests made by telephone and using other e-mail addresses are not covered by this SLA unless otherwise agreed.

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 of the Software from working properly, but the Software can be used without any direct problems.	The Software freezes when a non-critical functionality is used, or when 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 are handled on a fair use policy and should in general never exceed 2 hours per month per organization. If the number of Support Hours regularly exceeds the applicable maximum per month, the Client can purchase additional Support hours on a structural or incidental basis subject to the Hourly Rate when needed (at 100% price).

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.

4.1 Bio-ITech Diagnosis Times

Priority	Problems and Corrective Measures	Incidents
Urgent	< 24 hours	< 72 hours
High	< 48 hours	Best effort
Normal	< 72 hours	Best effort
Low	< 72 hours	N/A

4.2 Bio-ITech Resolution Times concerning Incidents

Priority	Problems and Corrective Measures	Incidents
Urgent	< 24 hours	Best effort
High	< 24 hours	Best effort
Normal	Best effort	Best effort
Low	Best effort	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.

The Client and Bio-ITech may choose to annually identify and evaluate the need or wish for customizations to the Software. 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 Upgrades after obtaining the explicit approval of the Client. Diagnosis and Resolution Times for custom Upgrades, Corrective Measures 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.

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
	High	Within the Maintenance Window
	Normal	Within the Maintenance Window
	Low	Within the Maintenance Window
Regular (>5 min. downtime)	Urgent	At the discretion of Bio-ITech
	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

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.

6. Security, backup and restore

Bio-ITech is responsible for the security of the Information System, access to the Software and the Software database as well as backup and restore procedures.

7. Penalties and discounts

For each day the applicable Diagnosis and/or Resolution Time has not been met, Bio-ITech will credit 1 day of the payable license fees invoice as a discount. 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 to has been created. Claims can be submitted by email to 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.