

Service Level Agreement (SLA)

for clients with support/upgrade services by AgileBio

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1. Agreement Overview

This Agreement represents a Service Level Agreement (“SLA” or “Agreement”) between AgileBio and customer with support/upgrade fees for the provisioning of IT services required to support and sustain **LabCollector**.

This Agreement outlines the parameters of all IT services covered as services under *“LabCollector: Support & Upgrades”*.

This Agreement does not supersede current processes and procedures unless explicitly stated herein.

Support & Upgrades package are bought each year and are valid for one year period (unless indicated otherwise on the invoice, for packages bought covering more than one year). After one year period from the purchase, the service expires automatically.

This SLA, being optional, becomes effective and automatically accepted upon the purchase (signed Purchased Order or effective payment) of LabCollector Support & Upgrades package for the period covered.

2. Goals & Objectives

The **purpose** of this Agreement is to ensure that the proper elements and commitments are in place to provide consistent IT service support and delivery to the Customer(s) by AgileBio.

The **objectives** of this Agreement are to:

- Provide clear reference to service ownership, accountability, roles and/or responsibilities.
- Present a clear, concise and measurable description of service provision to the customer.
- Match perceptions of expected service provision with actual service support & delivery.

3. Stakeholders

The following Service Provider(s) and Customer(s) will be used as the basis of the Agreement and represent the **primary stakeholders** associated with this SLA:

Service Provider(s): AgileBio (“Provider”)

Customer(s): Client with running support/upgrades services (“Customer”)

4. Periodic Review and validity

This Agreement is valid from the **Effective Date confirmed by invoice, purchase order or payment for the service** outlined herein and is valid until expiration or termination. This Agreement shall be reviewed at a minimum once per fiscal year; however, in lieu of a review during any period specified, the current Agreement will remain in effect.

SAL is subject to regular reviews. Contents may be amended as required. Final version of this document will be always available from AgileBio websites and <http://labcollector.com/support>.

Notifications of changes will be performed to all clients in due time. Changes in the SLA content, may be invoked by Customer to breach service contract continuation, waiving however any rights to refund for uncovered remaining periods.

5. Service Agreement

The following detailed service parameters are the responsibility of the Service Provider in the ongoing support of this Agreement.

5.1. Service Scope

The following Services are covered by this Agreement concerning the support & upgrades services;

- Monitored ticket support
- Monitored telephone support
- Email support
- Remote assistance using TeamViewer or a Virtual Private Network where available
- Planned or emergency onsite assistance (extra costs apply)

5.2. Customer Requirements

Customer responsibilities and/or requirements in support of this Agreement include:

- Payment for support & upgrades costs every year.
- Reasonable availability of customer representative(s) when resolving a service related incident or request.

5.3. Service Provider Requirements

Service Provider responsibilities and/or requirements in support of this Agreement include:

- Meeting response times associated with service related incidents.
- Appropriate notification to Customer for all scheduled maintenance no less than 7 days prior to the event.

5.4. Service Assumptions

Assumptions related to in-scope services and/or components include:

- Changes to services will be communicated and documented to all stakeholders no less than 15 days prior to changes.

6. Service Management

Effective support of in-scope services is a result of maintaining consistent service levels. The following sections provide relevant details on service availability, monitoring of in-scope services and related components.

6.1. Service Availability

Coverage parameters specific to the service(s) covered in this Agreement are as follows:

- Telephone support: 9:00 A.M. to 5:30 P.M. Monday – Friday (CET and PST time)
 - Calls received out of office hours, best efforts will be made to answer / action the call.
- Ticket Support: Monitored 9:00 A.M. to 5:30 P.M. Monday – Friday
 - Tickets submitted out of office hours will be forwarded to our San Diego office (8:00 AM- 4:00PM PST time)
 - An answer in less than 48 hours is guaranteed to all tickets, and less time according to severity and/or priority grade (see 6.2). Non-binding TA+4h is usually observed.
- Email support: Monitored 9:00 A.M. to 5:30 P.M. Monday – Friday
 - Emails received outside of office hours will be collected, however no action can be guaranteed until the next working day

6.2. Service Requests

In support of services outlined in this Agreement, the Service Provider will respond to service related incidents and/or requests submitted by the Customer within the following time frames:

- Within 24hours (during business hours) for issues classified as **High** priority.
- Within 48 hours (during business hours) for issues classified as **Medium** priority (Default).
- Within 5 working days (120 hours) (during business hours) for issues classified as **Low** priority.

Remote assistance will be provided in-line with the above timescales dependent on the priority of the support request.

The priority of the support request is defined by AgileBio. Requests are placed under default automatically, AgileBio is free to change the priority status after checking the issue:

- High priority: any issue that blocks normal operations (e.g. server crash, blocking bug). Gold support & upgrades are always high priority.
- Low priority: questions about usage that are explained in tutorials and manuals, feedback improvements and others.

7. Performance Standard/Monitoring

AgileBio will perform all services using due care in accordance with generally prevailing industry standards, and applicable laws and regulations.

8. Confidentiality

“Confidential Information” means all information disclosed by or on behalf of Customer or any of its affiliates (either directly or indirectly in writing, orally or otherwise) or otherwise conceived or acquired during the Service Provider’s performance under the SLA.

AgileBio may use Confidential Information only to the extent required for it to perform under the SLA. Service Provider shall maintain all Confidential Information in trust and confidence and shall not publish, disseminate or otherwise disclose any Confidential Information or any information generated by Service Provider based upon or derived from Confidential Information obtained under this SLA to any third party without the prior written consent of Customer, except as provided in this clause.

AgileBio may only disclose and disseminate Confidential Information or any information generated by AgileBio based upon or derived from Confidential Information obtained under the SLA to those of its employees, officers, directors, consultants and agents (hereinafter referred to as “Authorized Representatives”) who have a need to know such information; provided however that each such Authorized Representative to whom the Confidential Information is disclosed has been advised of the confidential nature of such information and is bound by an obligation of confidentiality to AgileBio under terms no less restrictive than the terms of this clause. AgileBio shall be liable for the breach of this clause by any of its Authorized Representatives.

Customer and all its employees shall not disseminate confidential information regarding AgileBio and its service providers under the SLA. Customer shall be liable for the breach of this clause by any of its Authorized Representatives.

Confidentiality obligations shall survive the termination or expiration of this SLA.

8. Law and venue

This SLA does not cover SaaS or Cloud or web hosted agreement nor any software license agreement. Paid support and upgrades packages by Customer means acceptance of this SLA and Customer also acknowledges and accepts to drop any liability by AgileBio and any employee acting in the terms of this support. AgileBio shall not be taken liable in any means by doing its support service. Support package are optional services that complement AgileBio offers and services in a non-mandatory way.

All parties accept to resolve any dispute in dialog and constructive ways. Customer acknowledges to maintain good backups of own data.

IN NO EVENT WILL AGILEBIO OR ANY OTHER INDEMNIFIED PARTY HAVE LIABILITY FOR ANY CONSEQUENTIAL, SPECIAL, PUNITIVE OR INDIRECT LOSS OR DAMAGES REGARDLESS OF WHETHER SUCH DAMAGES ARE BASED ON CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY, OR ANY OTHER THEORY OR FORM OF ACTION OR WHETHER AGILEBIO OR ANY OTHER INDEMNIFIED PARTY KNEW OR SHOULD HAVE KNOWN OF THE LIKELIHOOD OF SUCH DAMAGES IN ANY CIRCUMSTANCES.