

Service Level Agreement (SLA)

for clients with support/upgrade services by AgileBio

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Version

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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 the 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.

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

Notifications of changes will be given 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.

SLA renewal may be subjected to 5% price increase on each anniversary. Price revision will be determined by AgileBio staff and provided on quotes, bills, invoices or electronic payment.

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.
- Adherence to the standard support plan or GOLD package.
- 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 Level Options

Customers can decide on any of the following support packages options:

SERVICES	FREE	PAID	GOLD
SUPPORT IN ENGLISH OR FRENCH	X	X	X
MONITORED TICKET SYSTEM	X	X	X
REMOTE ACCESS TO SOLVE ISSUES		X	X
ACCESS TO ALL RELEASES		X	X
SLA ENFORCED		X	X
PRIORITY SUPPORT		X	X
CHAT SUPPORT		X	X
EMAIL SUPPORT		X	X
PHONE SUPPORT			X
EMERGENCY SUPPORT			X
SOLVING/REPARING/FIXING ISSUES BLOCKING NORMAL OPERATIONS (E.G. BLOCKING BUGS).			X
PRIORITY ON FEATURES DEVELOPMENT			X
FREE DEVELOPMENT TIME			X
ACCESS TO DEDICATED PROJECT/ISSUE TRACKING SOFTWARE/CHANNELS			X
POSSIBLE ONSITE ASSISTANCE (EXTRA COST)			X
ACTIVE PATCHES AND UPGRADES TO LABCOLLECTOR ON CLIENT-SERVER			X

7. 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.

7.1. 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 outside of office hours may be handled by our San Diego office or any other regional office available for extended support and if urgency requires so (8:00 A.M.- 5:00 P.M. 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.

7.2. 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 4 hours (extended time frame) for **critical** issues (e.g. total loss of use) for the GOLD option
- Within 24 hours (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. For critical issues, a solution enabling service to be resumed, including a bypass solution shall be proposed within 72 hours maximum for the GOLD option.

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. blocking bug). Gold support & upgrades are always a high priority.
- Low priority: questions about usage that are explained in tutorials and manuals, feedback improvements and others.

8. Performance Standard/Monitoring

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

9. 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.

10. Law and Venue

This SLA does not cover SaaS, Cloud, or web-hosted agreements nor any software license agreements. 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 by any means by doing its support service as outlined in this generic SLA. Support packages are optional services that complement AgileBio offers and services in a non-mandatory way. All parties agree to resolve any dispute arising from support outlined in this SLA in dialog and constructive ways. Customer acknowledges to maintain good backups of his own data.

Confidentiality obligations, stated in this SLA or by dedicated NDA/CDA between parties are excluded from this liability exclusion.

AgileBio and Customer can sign specific support and service contracts. Such contracts will always precede these generic SLA conditions. Any dispute or claim arising from such agreements shall be governed by the venue as outlined on such specific NDA or contracts.