ORTEC Logiqcare SaaS for cloud native Service Level Agreement (SLA)

1. Preamble

This document defines the service levels for customers using ORTEC Logiqcare Software as a Service.

1.1 Definitions

This Service Level Agreement uses the following definitions:

Additional work. Refers to all activities that fall outside the scope of the SLA. Additional work can be requested separately by the Client by contacting the designated contact person.

Availability. Refers to the availability of the Services, whereby the End User can use the Services without acute stagnation of work processes.

Customer. Refers to the contracting party using the Services.

End user. Means any type of user.

Force majeure. Refers to any circumstance beyond the control of the parties, such as war, hostilities, mobilization or call for military service, fire, flood, or other circumstances of similar importance that prevent the fulfillment of obligations under the Service Level Agreement.

Imperfection. Refers to any material deficiency in the Services that significantly impedes the operation specified in the accompanying documentation that can be caused by the software or underlying infrastructure. This can be an occasional or a recurring shortcoming.

Key-User. Is a user who is adequately trained to use the Services.

Maintenance. Refers to all activities carried out by ORTEC Logiqcare to ensure the availability of the Services.

Notification channel. Refers to the manner in which reports of Deficiencies are submitted to the OST.

ORTEC-Logiqcare Support Team (OST). Refers to the ORTEC Logiqcare department that coordinates all Support and Maintenance activities within the scope of the Services.

Prioritization. Refers to the importance of a Support Request.

Product Owner. ORTEC Logiqcare employee responsible for the functioning and improvement of the product.

Resolution time. Refers to the intended time in which ORTEC Logiqcare will provide a solution to the Support Request.

Services. Refers to the solution that ORTEC Logiqcare provides in the form of 'software as a service', as ordered by the Client and included in a JV.

Service Level Agreement (SLA). Refers to the Service Levels applicable to the Services as provided herein.

Services Level. Refers to the chosen level of Service Desk availability as specified in this SLA and the GO.

Support. Refers to all maintenance activities carried out by ORTEC Logiqcare.

Support Consultant. ORTEC Logiqcare employee in the OST responsible for the timely handling and resolution of support requests related to products in use.

Support request. Is any question, request, report of an Imperfection or problem that the ORTEC- Logiqcare Support Team receives by email.

Third-Party Software. Is all software used by the Client, except for the software provided by ORTEC Logiqcare with the Services.

Update. Refers to any update to the software that is made available with a higher version number than the previous software version. Updates are released to remove Software Imperfections and/or when the functionality of the Software is reduced, improved, or expanded.

Use Agreement. ORTEC Logiqcare's confirmation of an order with specifications of the Services.

2. Description of the Support Activities

2.1.	The ORTEC-Logiqcare Support Team (OST) is the central point of contact for all reports from the Customer and is responsible for looking for possible solutions in case of problems. The OST is available during the Service window (see section 4.3). It can be reached by email (see contact details in the GO) for two Client employees to be appointed.

2.2.	The Customer may contact the OST in the following cases:
- questions about the use of the Services
- reporting of Inaccuracies in relation to the Services
- submitting requests for changes and improvements to the Services
- requesting ad-hoc information and/or advice

2.3.	In this document, the above cases are also referred to as "Support Requests". Where the document refers to 'solutions', it can also contain answers to questions.

2.4. OST Support is limited to responding to Support Requests related to or caused by the Services. The OST maintenance obligations expressly exclude the resolution of Support Requests caused by the (incorrect entry of) Customer data or Third Party Software. If a Support Request is not caused by or related to Services, it may be treated as Additional Work.

2.5. The OST will evaluate a Support Request and communicate to the Client whether it is considered an Imperfection subject to ORTEC Logiqcare's maintenance obligation.

2.6. ORTEC Logiqcare will monitor the Services to alert the Client when critical issues arise. In the event of a critical issue, which is not resolved within 6 hours, the customer will be alerted. In addition, ORTEC Logiqcare monitors the performance of the system. The data stored by ORTEC Logiqcare is used to improve various aspects of the software.
Through the advisory notice, the customer is proactively made aware of problems that could endanger patient safety.

2.7. ORTEC Logiqcare will regularly update or update the Services, proactively fixing vulnerabilities.

3. Support Procedure

3.1 Submit a Support Request

The customer's Key-User contacts the OST via the Notification Channel provided for this purpose. Prioritization and Support requests are also reported by telephone to the ORTEC Logiqcare contact person in order to provide an optimal response.

3.2 Registration & Classification

The Support Consultant receives the Support Request and records it in the support log. The Support Request is assigned a Prioritization based on the impact and the associated urgency.

3.3 Diagnosis

Based on the classification and registration of the Support Request, the notification is then diagnosed.
There are three levels of service support:

a. First-line support: the OST employee can resolve the Support Request on their own.
b. Second-line support: A specialist investigates the problem, sees if it can be replicated, and tries to find a solution or a workaround.
c. Third-line support: an adjustment must be made to the software, which will be delivered in the form of an Update.
d. If the analysis shows that the Support Request is the result of a cause beyond the responsibility of ORTEC Logiqcare, the Support Request will be closed by the OST in accordance with the procedure described in article 3.5.

3.4 Role of the Customer in the diagnosis

Cooperation from the Customer is often required to diagnose a report and find a solution. At the request of ORTEC Logiqcare, the Client will provide the following cooperation in a timely manner:

• Provide snapshots and a reproduction scenario
• Providing resources in replicating a problem
• provide all relevant information and cooperation

If the Client is unable to provide the necessary information or in a timely manner, ORTEC Logiqcare is not obligated to resolve the Support Request or accept any other related Support Requests. The OST monitors the status of the Support Requests.

3.5 Close the Support Request

Once a solution is found, the OST closes the Support Request. If applicable, Customer will be informed that the Support Request has been closed. The steps described in sections 3.1 to 3.4 are not necessary in all cases. ORTEC Logiqcare may close a Support Request if there is no response from the Client within two days.

3.6 Escalation procedure

The escalation procedure will take effect if Customer does not experience a follow-up to an urgent Support Request with priority.
Escalation can involve the following items:

• the response time for a Support Request
• the Resolution Time for a Support Request
• The quality of the solution
• compliance with the Support Request procedure

ORTEC Logiqcare and the Client contact persons will consult with you in order to reach an acceptable solution in the event of a disagreement. The escalation procedure takes effect when one party notifies the other of the escalation. In cases where Client is the escalating party, Client shall provide ORTEC Logiqcare with a written

justification of the reasons for escalation. Each party prioritizes the escalation process and ensures that a decision can be made as soon as possible.

3.7 Security

If a security issue is identified, ORTEC Logiqcare will take measures to reduce the risk of further consequences of the issue. For example, ORTEC Logiqcare can install a new Update to reduce the risk to an acceptable level.

If ORTEC Logiqcare requires information from the Client to analyze a Support Request, this information will be treated confidentially, in accordance with applicable laws and regulations.

The ORTEC Logiqcare Product Owner acts as a point of contact regarding security incidents and to continuously improve the security of Services.

If the Customer discovers a security problem, he must immediately report it to the OST.

In the case of critical security updates that may lead to (noticeable) impact, ORTEC Logiqcare will always prioritize the implementation of the security update.

4. Service levels

Within the scope of the Services, ORTEC Logiqcare offers the following:
- maintenance of the operational environment(s)
- Backup of production environment and customer data (if applicable)
- Security management and access control
- Active monitoring (application, infrastructure, security)
- disaster recovery (for production environment)

4.1 Infrastructure provisions
a. This SLA applies to the production environment(s).
b. Backups and disaster recovery, if applicable, are provided only for production environments.

4.2 Resolution times

When the OST receives a Support Request, it is assigned a Prioritization. Prioritization is determined based on the impact that an Imperfection may have on the use of the service.

The following Resolution Times apply:

Prioritization	Resolution time
P1 – High	1 hour
P2 – Middle	5 working days
P3 – Low	10 working days

The Prioritization is defined as follows:
- P1 - High: Acute stagnation of the work process; action needed to restore progress. Larger outage or availability issue.
- P2 - Middle: Obstruction of the work process; progress possible with delays.
- P3 - Low: discomfort, minor disruption that can be prevented, working process is not compromised.

The Prioritization of a P1 or P2 Support Request can be lowered if ORTEC Logiqcare provides a workaround.

If a problem report concerns an Imperfection, the first analysis will take place within one working day and the Customer will receive feedback on the analysis results, the required follow-up actions and the expectation about the required resolution time.

Customer ICT:

In case of imperfections with regard to ORTEC Logiqcare products, ORTEC Logiqcare expects availability and support from Customer ICT in solving the problem.

In the event of (intended) changes in the infrastructure surrounding the use of an ORTEC Logiqcare product, the Client will inform ORTEC Logiqcare in a timely manner so that it can be jointly determined what this means for the use and availability of the ORTEC Logiqcare product.

If Client ICT or any intermediary does not cooperate or does not cooperate in a timely manner, as a result of which ORTEC Logiqcare cannot fulfill its obligations within this SLA, the terms and conditions towards ORTEC Logiqcare do not apply.
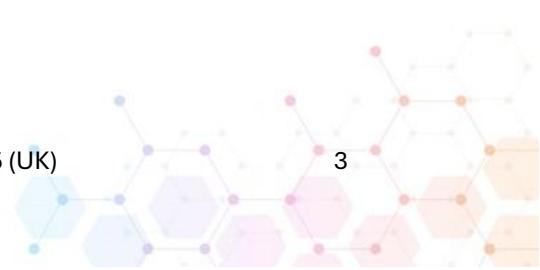
4.3 Service Levels & Availability

This table describes the basic service level components and their values.

Parts Service Level	Service level value
Availability (see below)	99.5%
OST Service Window	Tue t/m do 09:00 - 17:00 CET
Online OST window	Tue t/m do 08:00 - 20:00 CET Fri 08:00 – 17:00 CET
Phone Support	P1
Right to Support	Key Users
Language	English

Within the Service window, all Support Requests are accepted, scheduled, and processed. In the Online Window, only P1 Support Requests will be processed.

Availability determined using the following formula:

Availability = 100% * (1 –(t-S-E)/T)

Whereby:
- t = minutes where the Service was unavailable for a month
- T = total minutes per month (as defined by the operating hours above)
- S = number of minutes of planned maintenance
- E = number of minutes of emergency maintenance

This Availability Guarantee applies only to the production environments of the Services. Other environments (if applicable), such as test or acceptance environments, are not always active or available.

ORTEC Logiqcare aims to provide preventive and planned maintenance of the Services at a time when the impact on the Client is lowest.

Planned Maintenance is excluded from the calculations of any agreed Availability.

Emergency maintenance may be necessary when certain circumstances require immediate action.

Emergency maintenance is excluded from the calculations of any agreed Availability.

For mobile apps, the time required for acceptance by third parties such as Apple, Google and Microsoft is excluded from the calculations of any agreed Availability.

4.4 Availability credit

If the Contractor has not met the standard for availability for the completed year, the Client is eligible for an availability credit (see table below).

Percentage availability	Availability credit*
< 99.5%	2 weeks free extension
< 99%	1 month free extension

Claims

Claims can be submitted to Contractor via a support ticket including all information required by Contractor to validate the claim, including but not limited to:

(i) a detailed description of the incidents;

(ii) information about the date, time and duration of the downtime;

(iii) the number and location(s) of affected users (if applicable); and

(iv) descriptions of your attempts to resolve the incident at the time of occurrence.

The claim must be received no later than the last day of the month following the contract year. The Contractor will evaluate all reasonably available information and determine in good faith whether an availability credit is due. If it is established that an availability credit is due to the Client, the availability credit will be applied at the end of the term of the Agreement.