

SERVICE LEVEL AGREEMENT (ESSENTIAL)

1. INTRODUCTION AND SCOPE

- 1.1 This Service Level Agreement sets forth the applicable Service Levels for the Supplier's supply of Support and Maintenance. Further, this Service Level Agreement sets forth certain general terms and conditions for the Supplier's supply of Support and Maintenance, which are supplemented by the Service Description for Support and Maintenance. This Service Level Agreement supplements the General Business Terms and constitutes part of the Agreement.
- 1.2 In case of any conflicting terms between the Terms, the General Business Terms shall take precedence over this Service Level Agreement.
- 1.3 This Service Level Agreement, as valid from time to time, is made available at <http://www.hypergene.com/terms>.
- 1.4 The Supplier undertakes to supply Support and Maintenance to the Customer during the term of this Agreement, commencing from the Billing Start Date (unless otherwise agreed in the Agreement), in accordance with the terms and conditions of this Service Level Agreement and the Service Description for Support and Maintenance.
- 1.5 The Supplier's obligations apply in relation to the standard version of Hypergene SaaS (including the Software, and including such other software, including Third-Party Software, hardware and equipment which is included in, or used by the Supplier in connection with, the supply of Hypergene SaaS, as set out in the Service Description for Hypergene SaaS).
- 1.6 The Supplier's obligations hereunder do not apply in relation to any Customer Modifications. For clarity, the Supplier does not provide any Support and Maintenance, or provide any Service Levels, in relation to any Customer Modifications. Any undertakings in this respect have to separately agreed as supply of Professional Services under an agreed Statement of Work.
- 1.7 Support and Maintenance, and the Service Levels, are provided during Business Hours (when the Supplier's Service Desk is open).
- 1.8 The Supplier's obligations hereunder shall not apply to the extent any Service Exclusion is applicable.
- 1.9 For clarity, the Supplier will provide Support and Maintenance also in relation to any agreed non-production environments (such as testing environments, sandbox environments or development environments), however the Service Levels will not apply in relation to any such non-production environments.

2. SUPPORT

- 2.1 The Supplier's obligations in relation to Support includes access to the Supplier's Service Desk, for initiation of Support Cases (reporting of Incidents and initiation of Service Requests).
- 2.2 For Service Requests, the Supplier's obligation to handle any such Service Requests within the fees payable for Hypergene SaaS, is limited to the maximum volume (number of Service Requests, or maximum time for handling, as applicable) as set out in the Service Description for Support and Maintenance. The Customer agrees and acknowledges that the Supplier is entitled to charge the Customer separately for handling of any Service Requests in excess of the said volume limitations, based on the Supplier's at each time applicable rates.
- 2.3 Incidents will be corrected by the Supplier as part of its Maintenance undertakings as set out in Section 3 below. Service Requests will normally, depending on the character of the Service Request, be handled by providing the Customer with remote, general user support concerning non-complicated inquiries in relation to use of Hypergene SaaS. Service Requests which are requests for Professional Services will be handled separately.
- 2.4 Initiation of Support Cases will be made in the Supplier's support case management system, in accordance with the Supplier's applicable routines for Support and Service Desk, as set out in the Service Description for Support and Maintenance. Support Cases will be handled in the order of initiation and in accordance with the Response Time Service Levels set out below. The Supplier will prioritize Support Cases which affect the Customer's production and/or administration to a substantial extent.

3. MAINTENANCE (CORRECTION OF INCIDENTS AND PROVISION OF OTHER UPDATES)

- 3.1 The Supplier will endeavor to correct Incidents by permanent corrections, to be provided as Updates. Where appropriate and reasonably acceptable to the Customer, the Supplier may alternatively provide instructions on circumvention of the Incident, or other alternative solution (so-called workarounds) (which may be replaced by a permanent correction later on).
- 3.2 The Supplier will provide Updates whenever the need arises (either in connection with correction of Incidents, or in accordance with the general release plan communicated by the Supplier). The Updates will be installed by the Supplier in Hypergene SaaS as an integrated part of the Supplier's undertakings to supply Hypergene SaaS. For clarity, the Customer may not reject installation of an Update in Hypergene SaaS, however may (where the Customer has valid, objective reasons) agree separately with the Supplier on a delay in installment during a reasonable time period.
- 3.3 The Supplier may carry out Planned Maintenance that affect the Availability of Hypergene SaaS, as further set out in the Service Description for Support and Maintenance.
- 3.4 The Supplier's obligations to correct Incidents includes restoration of the Customer Data from the latest back-up where needed. However, for clarity, the Supplier will not

otherwise be liable for any loss of lost data or correction of defective data, even if such loss or defect has occurred as a result of errors in Hypergene SaaS.

4. CUSTOMER OBLIGATIONS

- 4.1 When reporting Incidents or initiating Service Requests, the Customer shall comply with the routines and procedures set out in the Service Description for Support and Maintenance.
- 4.2 The Customer shall appoint competent contact persons, as further set out in the Service Description for Support and Maintenance.

5. PRIORITY LEVEL CLASSIFICATION AND STATUS REPORTING

- 5.1 Support Cases reported to the Supplier's Service Desk are immediately assigned a priority level by the Supplier, describing how critical the Support Case is for the Customer. Depending on the priority level, the applicable Response Times and Resolution Times are determined.
- 5.2 The following priority level classification table shall apply for Incidents:

Priority	Examples of situations
Critical	Hypergene SaaS is completely unavailable
High	Major parts of, or critical processes in, Hypergene SaaS, are unavailable
Normal	A smaller part of Hypergene SaaS is unavailable and other parts may be used.
Low	Hypergene SaaS is completely available, and a workaround exists

- 5.3 The following priority level classification table shall apply for Service Requests:

Priority	Examples of situations
High	Urgent matters
Normal	Non-urgent matters

- 5.4 The priority level is used by Service Desk in order to define how critical the Support Case is, and how it shall be handled. The priority level is also used as basis for deciding when and how the Support Case will be escalated.

- 5.5 The priority level is determined primarily by the Supplier’s Service Desk, but may, where needed, be changed by the support technicians in dialogue with the Customer.
- 5.6 Status for the Support Case: Support Cases handled by the Service Desk are always allocated one of the four available status categories. The status category is set forth in the customer portal.

Support Case status	Description and example	SLA
Open	New or ongoing Support Case	Commenced
On hold	Paused Support Case, e.g. while awaiting input from the Customer	Paused
Resolved	Solution found. Support Case ready to be closed by Service Desk.	Incident resolved, and the time for measuring Resolution Time stops.
Closed	The Support Case is closed by the Service Desk.	–

- 5.7 For all Support Cases, the Customer is always notified immediately when the Supplier has registered the Support Case, when the handling of the Support Case commences and when the Support Case is resolved. For Support Cases classified with priority level ”Critical” or ”High”, the Customer is notified of the current Support Case status once every hour (during Business Hours) until the Support Case is resolved.

6. SERVICE LEVELS: GENERAL

- 6.1 Service Levels are measured during Business Hours only.
- 6.2 For clarity, the Service Level for Resolution Time however, is a target time and not a guaranteed Service Level, as such time is hard to guarantee as resolutions may require extensive investigations and cooperation with the Customer.

7. SERVICE LEVELS: RESPONSE TIME AND RESOLUTION TIMES

7.1 Response Time (Incidents and Service Requests)

a) The following Response Times shall apply for Incidents:

Priority	Response Time (during Business Hours)
Critical	1 hour
High	1 hour
Normal	4 hours
Low	8 hours

b) The following Response Times shall apply for Service Requests:

Priority	Response Time (during Business Hours) – general user support	Response Time (during Business Hours) – request for Professional Services
High/Normal	4 hours	8 hours

7.2 Resolution Times (Incidents and Service Requests)

a) The following Resolution Times (target times only) shall apply for Incidents:

Priority	Resolution Time (during Business Hours) (target time only)
Critical	2 hours
High	2 hours
Normal	8 hours
Low	16 hours

b) The following Resolution Times (target times only) shall apply for Service Requests:

Priority	Resolution Time (during Business Hours) (target time only) – requests for general user support	Resolution Time (during Business Hours) (target time only) – requests for Professional Services
High/Normal	8 hours	5 Business Days

8. SERVICE LEVELS: AVAILABILITY

8.1 The Supplier guarantees the Availability of Hypergene SaaS during Business Hours. Availability is measured at the external access point to the Supplier’s (or its subcontractor’s) data centre. For clarity, Hypergene SaaS may be used outside Business Hours (subject to any Planned Maintenance when Hypergene SaaS may become temporarily unavailable), but for the purposes of measuring Availability, only Availability during Business Hours will be measured.

Availability (during Business Hours)
99.5 %

8.2 Calculation of Availability:

Availability is calculated as follows:

$$\text{Availability (\%)} = \frac{\text{TBH-DT-PD}}{\text{TBH}} \times 100$$

TBH-PD

TBH = Total Business Hours (in the relevant calendar month)

DT = Downtime (i.e. time when Hypergene SaaS is not Available, and which is not Permitted Downtime).

PD = Permitted Downtime (to be excluded when calculating Availability)

TBH, PD and DT is calculated in whole minutes.

8.3 In order to measure Availability, the Supplier will continuously perform Availability tests, which may be reported to the Customer where so agreed. Further, all kinds of interruptions, events or Incidents impacting Availability will be documented by the Supplier and will be accessible upon the Customer’s request.

9. LIABILITY

Where the Supplier fails to reach a guaranteed Service Level (but for clarity, not a target Service Level), the Supplier may, at its sole discretion and depending on the nature of the failure and other relevant circumstances, grant the Customer a reasonable, time-limited price reduction of the applicable fee for Hypergene SaaS (in respect of the month in which the failure occurred). Any such compensation will be the sole compensation payable to the Customer in case of a Service Level failure.

10. DEFINITIONS

In this Service Level Agreement, the following defined words and phrases shall have the meanings set out below.

“Availability”	means that Hypergene SaaS is available to Users, according to what is set out herein.
“Business Days”	means Monday – Friday (excluding public holidays in the Supplier’s country).
“Business Hours”	means 8.00 a.m. to 5.00 p.m. CET on any Business Day.
“Downtime”	means the amount of time (expressed in minutes) in a calendar month when Hypergene SaaS is not Available to Users, excluding Permitted Downtime. Downtime is measured from the point of time when (a) the Incident is registered in the Supplier’s Service Desk system, after proper reporting by the Customer as set out in this SLA, and/or (b) the interruption in Availability is detected by the Supplier, by automatic detection or otherwise, and until Hypergene SaaS is Available again.
“Incident”	means as defined in the General Business Terms.
“Permitted Downtime”	means the amount of time (expressed in minutes) in a calendar month, which will be excluded in the calculation of Availability, and which is due to a Service Exclusion.
“Planned Maintenance”	means scheduled maintenance of Hypergene SaaS, as informed by the Supplier in advance.
“Resolution Time”	means the target time, during Business Hours, from when a Support Case is opened until a solution to the Support Case (permanent solution or workaround) is provided to the Customer.

“Response Time”	means the actual time, during Business Hours, from when a Support Case is opened until the Customer is notified that work with the Support Case has commenced.
“Service Desk”	means the Supplier’s service desk for provision of Support.
“Service Exclusion”	means any of the following exclusions to the Supplier’s liability, to correct Incidents and to maintain Availability : (a) Planned Maintenance; (b) Force Majeure; (c) any defect, deficiency, delay or interruption caused by the Customer or its User (including any failure relating to Customer software, hardware or equipment, and including any failure to adhere to the Supplier’s instructions for use of Hypergene SaaS); (d) any defect, deficiency, delay or interruption in a Customer Modification or caused by a Customer Modification; (e) any defect, deficiency, delay or interruption caused by third-party communication networks or equipment, or otherwise caused by a third party or any circumstance for which a third party is liable; or (f) any defect, deficiency, delay or interruption caused by Malicious Code, provided that the Supplier has undertaken appropriate security measures for prevention of such Malicious Code.
“Service Levels”	means the service levels for supply of Support and Maintenance, as set out in this Service Level Agreement.
“Service Level Agreement” or “SLA”	means this Supplier’s Service Level Agreement, which is available at www.hypergene.com/terms , and which shall apply for the supply of Support and Maintenance under the Agreement.
“Service Request”	means a request for assistance with Hypergene SaaS, which is not an Incident, and which is either a request for general assistance or a request for Professional Services.
“Support Case”	means a request for Support, which is either an Incident or a Service Request.
“Total Business Hours”	means the total amount of time of Business Hours (expressed in minutes) in a calendar month

“Updates”	means new releases, versions, updates, error corrections and bug fixes concerning the Software or other elements of Hypergene SaaS, and which are provided as part of Maintenance.
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