

## LabSVIFT Web Service, Service Level Terms

Last Updated: August 14, 2023

This Service Level Terms forms part of the Terms and Conditions for LabSVIFT Web Service (“**Agreement**”) between PHC Corporation of North America (“**Company**”) and Customer. Any capitalized terms not otherwise defined herein shall have their meanings as set forth in the Agreement.

### 1. System overview

1.1 The Service is designed to manage data collected about Laboratory Equipment via Transmitters.

It is an integrated software environment that supports the efficiency of lab operations, including a laboratory management function to manage assets and user authority, monitoring functions to manage operational data such as telemetry data and event data of each asset, ticket management functions to manage tickets generated by laboratory management and monitoring functions, document management functions to manage related documents, and audit trail functions. Such functions will be available with a service contract but may vary based upon the contracted subscription plan level. The availability of the functions within each subscription plan are as follows:

#### Lite Plan

Data Viewing period	: 14 days
Export data storage	: Local drive
Alert Notification	: E-mail
Ticket management function	: Not available
Audit Trail function	: Not available

#### Basic Plan

Data Viewing period	: 5 years
Export data storage	: Local drive or Cloud storage
Alert Notification	: E-mail and SMS(TEXT)
Ticket management function	: Available
Audit Trail function	: Not available

#### Expert Plan

Data Viewing period	: 5 years
Export data storage	: Local drive or Cloud storage
Alert Notification	: E-mail and SMS(TEXT)
Ticket management function	: Available
Audit Trail function	: Available

1.2 Third-Party Dependencies. The Service is hosted by Microsoft's Azure Cloud Service and uses the Northern Europe region. Service availability is subject to the availability of Microsoft's Azure Cloud Service. The Service also uses third-party vendors to send e-mails and SMS (Text messages) to Authorized Users. The service levels of these external services are subject to the terms of the respective service providers and Company will not be liable for any third-party service provider's failure to make their component or services available.

## 2. Service Specifications

### 2.1 Service Availability

1) Company agrees to achieve an Uptime Percentage of at least 99.5% during the Measurement Period, as calculated below, for the availability of the Service. It is an operational objective and Company will not be penalized in any way if it falls below Uptime Percentage.

- The "Measurement Period" is the recurring period of time over which each Uptime Percentage will be calculated. The measurement period for determining Uptime Percentage is monthly beginning on the first day of each applicable calendar month (or the first day of the first calendar month following the Effective Date).
- "Base Hours" are the total number of hours during the Measurement Period over which Uptime Hours and Downtime will be calculated. The Base Hours during each week will be 24 hours per day, 7 days per week.
- "Downtime" occurs whenever, during any given Base Hour during the Measurement Period, there are 1 or more instances during which all, or a major function or functions, of the Service are inoperable or inaccessible to Customer. Downtime does **not** include periods of inoperability or inaccessibility due to a Planned System Outage (as defined below). Company agrees to use its best efforts to resolve any Downtime issues as quickly as possible. A "Downtime Hour" occurs whenever any 1 instance of Downtime occurs within any 1-hour time period, even if such Downtime is not continuous throughout the entire hour.
- "Planned System Outage" means any instance when the Service is unavailable due to maintenance, updates, or other remediation activities carried out by Company for the purposes of ensuring the stability and functionality of the Service. A Planned System Outage may occur between the hours of 2:00 a.m. and 5:00 a.m. Eastern Time
- "Uptime Hours" are determined by subtracting the total Downtime Hours from the Base Hours (i.e., Uptime Hours = Base Hours – Downtime Hours).
- "Uptime Percentage" is determined by dividing the Uptime Hours by the Base Hours, and multiplying the result by 100 (i.e., Uptime Percentage = (Uptime Hours/Base Hours) x 100).

2) Notification of Planned System Outage.

Notification of any Planned System Outage will be sent to Customer in advance via e-mail, the website, or in the Service.

### 3) Prior Notice of Service Sunsetting

In the event of permanent termination of the Service (e.g., sunsetting), notification will be sent at least six (6) months in advance via e-mail, the website, or in the Service.

### 4) Disaster Recovery

The Service uses Microsoft's Azure cloud service to securely store data by deploying multiple databases and storage in multiple data centers (availability zones). If one data center (availability zone) fails, the Service will automatically transition to an available data center. In the event of a major regional failure that crosses all data centers (availability zones), the infrastructure may be temporarily unable to provide the Service. In such cases, the Service will be restarted, and data restored as soon as Microsoft's cloud services are fully restored and functional. The data during the Service outage will be maintained by the Transmitter during this time.

### 6) Upgrade Policy

While minor additions and improvements to the Service will be made as needed, major upgrades will be notified in advance via email, on the website, or in the system.

## 2.2 System Monitoring and Target Recovery Time

### 1) System Monitoring Criteria

The Service is monitored using a monitoring tool to check the normality and performance of the cloud system's hardware resources. If the monitoring tool detects a failure or performance degradation of the Service, the operation monitoring staff will promptly check the situation and take appropriate measures.

### 2) Failure Notification Process

When the Service detects that the Laboratory Equipment is performing outside of the user's threshold settings, a notification will be sent via e-mail or SMS to the e-mail address or phone number registered in the account settings of the user using the system. SMS notifications, however, will be sent only to users who have subscribed to a subscription plan of Basic or higher. Regardless, a failure notification e-mail will also be sent to the e-mail address registered in the user's account after the Service detects the threshold issue.

Company will also notify Customer if an issue with the Service prevents the Service from monitoring the Laboratory Equipment's performance in connection with a user's threshold settings. This notification will be sent via e-mail to the email address or phone number registered in the account settings of the user using the System.

### 3) Recovery Time Objective (RTO)

Recovery time objective in the event of a catastrophic technical Service error may be affected by third-party systems (e.g., Microsoft Azure). Company will strive to recover the Service with commercially reasonable efforts but does not guarantee that the system errors will be resolved within any specific timeframe. In the event of outages of related systems which Company is not

directly responsible, such as outages of Microsoft services, Company will restore the system after the related systems is be restored.

## 2.3 Data Management and Protection

### 1) Backup and Restore

Telemetry data is stored in Azure Table Storage and archived backup data is maintained in different storage locations in the Azure cloud service. In the event of a major failure of Azure Table Storage and data recovery cannot be performed within the Azure Table Storage service, the data is restored from archived backup data.

### 2) Data Redundancy

Telemetry data is made redundant by using geo redundant storage in Microsoft's Azure cloud system. For other data, such as event data generated by assets, duplicate data is stored in multiple data centers (availability zones) within the same region and is automatically switched to another data center in the event of a failure at one of the data centers.

### 3) Data Erasure Requirements

Notwithstanding anything in the Agreement to the contrary, all data collected by the Service for Customer will be erased, on a Customer-account basis (i.e., not Transmitter basis), 31 days after the cancellation or expiration of the Service. This data erasure on the cloud after cancellation is a logical erasure and does not involve physical deletion of the database or backup data on the cloud. If a user needs historical data after cancellation, such data should be downloaded using the data output function of the Service prior to the scheduled data erasure date.

## 3. Support System and Response

### 3.1 User Support

The following inquiries are accepted from users and support is provided for them.

- Inquiries about how to use the Service.
- Inquiries about an error in using the Service.

### 3.2 Support

Inquiries from users will be handled by our call center, and support will be provided via e-mail or telephone on weekdays (Monday through Friday) excluding PHCNA company holidays.

Hours: 8:30 a.m. to 4:30 p.m. (Central Time)

Telephone number: 1-800-858-8442

E-mail address: [service@us.phchd.com](mailto:service@us.phchd.com)

Service website: <https://www.phchd.com/us/biomedical/support>

### 3.3 Response Time

After a user inquiry, Company provides a primary response to the inquiring user with a response time according to the Severity Level assigned by Company to the issue. Severity Levels are categorized as follows, with 1 being the most severe, and the target service level is defined according to the severity level.

Level 1: Applies to failures that occur for all users, and when critical failures, such as cloud system downtime, occur continuously for more than a certain period of time.

Level 2: Denial of service occurs for some users, or significant performance degradation occurs in system operation.

Level 3: Denial of service occurs for a single user, or performance degradation occurs during system operation.

Company will contact the user by e-mail or phone to confirm that the incident report has been received according to the following:

Severity Level 1 : 4 business hours

Severity Level 2 : 8 business hours

Severity Level 3 : Next business day

After receiving an inquiry from a user, Company will use commercially reasonable efforts to resolve the issue according to the Severity Level as promptly as possible.

Customer acknowledges and agrees there is no guarantee that any system error will be resolved within any specific timeframe. Company may also need to escalate the issue to a subject matter expert (e.g., affiliate who provides manufacturing or third-party service provider) in order to ensure the issue is resolved appropriately. Such referral may delay resolution of the identified issue. Company may directly connect Customer with the third-party subject matter expert as part of the resolution process and Customer agrees to timely respond to such subject matter expert's questions and communications.