# eLabNext Support and Availability Commitment Terms

## 1. Definitions.

These Support and Availability Commitment Terms (these "Terms") outline the commitment for delivery of services to Customers that use eLabNext Software pursuant to the terms of the Agreement. In the event of any conflict between the Agreement and these Terms, the Agreement will prevail. Capitalized terms used in these Terms shall have the meaning defined under the Agreement Terms. "You" or "Your" shall refer to the Customer

a) **Advanced Support:** support or services provided to You which are not listed in these Terms and therefore fall outside of our Standard Support or Premium Support Terms. These Services include but are not limited to: data migrations, system reorganization, data corrections, or expedited development requests.

b) **Agreement:** the eLabNext End User License Agreement (EULA) referenced in Your order for the purchase of an eLabNext Software license.

c) **Alternative Solution**: a solution or correction to an incident that allows eLabNext Software to function in accordance with the documentation.

d) **Authorized Contacts:** named employees that have been authorized as Key user in Private Cloud or On-Premises installations or as Group Administrator in our Cloud environment who:

  i. have sufficient technical expertise, training and/or experience with eLabNext Software Products to perform Your obligations as outlined in these Terms;

  ii. are responsible for all communications with eLabNext regarding these Terms, including case submission and Incident reports; and

  iii. who are authorized by You to request and receive Support Services for the Service on Your behalf.

e) **Business Days:** Monday to Friday during Normal Support Hours, excluding national holidays in the country listed on Your order.

f) **eLabNext Software:** eLabJournal or eLabInventory, made available to You as a cloud, private cloud or on-premise installations, as set forth in the in the End User License Agreement (EULA) as available on https://www.elabnext.com/terms-and-conditions/

g) **Enhancement Request**: a request by You that is not covered as part of Support Services to add functionality to or enhance performance of the eLabNext Software beyond its current specifications.

h)    **First Level Support:** any support relating to calls from Your customers, end users or affiliates requesting general resolution of user errors, network errors, provisioning errors or Internet delays or malfunctions.

i)    **Incident**: a single support request reported by an Authorized Contact that includes questions about or reproducible failure of the eLabNext Software to substantially conform to the functions and/or specifications as described in the Service Specifications.

j)    **Maintenance Window:** timeframe for execution of Maintenance that is considered Scheduled Maintenance. This is on Monday to Friday between 10 PM and 6AM and from Saturday 8 PM to Sunday 10 PM in Your time zone.

k)    **Normal Support Hours**: 9:00 a.m. to 5:00 p.m. on Business Days in Your time zone

l)    **Premium Support**: additional or enhanced Services and Support as described in this Agreement. You are only eligible to receive Premium Support if explicitly included in Your Quote or Order.

m)    **Recovery Point Objective:** the maximum amount of data – as measured by time – that can be lost after a recovery from a disaster, failure, or comparable event.

n)    **Recovery Time Objective:** the maximum acceptable time that eLabNext Software will be down after an unexpected disaster, failure, or comparable event takes place.

o)    **Response Time**: the targeted time period within which eLabNext will use commercially reasonable efforts to contact You to acknowledge receipt of an Incident report, and to engage an appropriately skilled support resource, commencing from the time that eLabNext receives all required information as specified in Article 4.5. Response Times are measured during Normal Support Hours.

p)    **Resolution Time:** the targeted time period between the diagnosis time of an Incident and commercially reasonable efforts to resolve the Incident through a software update or by providing an Alternative Solution.

q)    **Scheduled Maintenance**: unavailability of eLabNext Software during the Maintenance Window or when announced or explicitly agreed with You.

r)    **Service Availability:** The time eLabNext Software is operational and accessible for use by the Customer, excluding any Scheduled Maintenance or caused by factors outside eLabNext's control. This metric is calculated as the total actual uptime divided by the total possible uptime (excluding Scheduled Maintenance windows), expressed as a percentage.

s)    **Service Credit:** the sole and exclusive financial compensation to You when failing to deliver services according to the defined Service Availability commitments.

t)    **Severity Level**: The level of severity of Incidents Urgent, High, Medium or Low ranked by the impact based on the following definition:

<ol type="i">
<li><strong>Urgent</strong>: An Incident where Your production use of eLabNext Software is stopped or so severely impacted that You cannot use the system at all, affecting all users.</li>
<li><strong>High:</strong> an Incident where one or more essential functions of the eLabNext Software are unavailable without an acceptable Alternative Solution. Your implementation or production use of the eLabNext Software Product continues without cessation, yet there is a serious impact on Your business operations.</li>
<li><strong>Medium</strong>: an Incident where: (a) important eLabNext Software features are unavailable but an Alternative Solution is available, or (b) less significant eLabNext Software features are unavailable with no reasonable Alternative Solution; You experience a minor loss of business operation functionality and/or an impact on implementation resources.</li>
<li><strong>Low</strong>: an Incident that has a minimal impact on business operations or basic functionality of the eLabNext Software or questions regarding basic functionality or use of eLabNext Service.</li>
</ol>

u)     **Standard Support:** Services and Support as described in this Agreement, which is included in an active subscription or software maintenance plan to the eLabNext Software for You.

v)     **Support Services**: the technical support services for the eLabNext Software provided by eLabNext under the terms set forth herein, but does not include First Level Support or Enhancement Requests. Support Service levels are distinguished by the terms Standard and Premium Support. Your Support Service level shall be purchased along with the License or Maintenance Plan for eLabNext Software Products as specified in Your Order. Support Services are provided in the English language. Support Services may be provided other languages if and when available at eLabNext's sole discretion.

w)     **Test Case**: instructions provided by You that allows eLabNext to reproduce a Problem.

x)     **Unplanned Downtime:** Unavailability of eLabNext Services for a consecutive period of more than 5 minutes falling outside of the Scheduled Maintenance Window.

## 2. Scope of these Terms

Subject to the terms contained herein, eLabNext addresses:

a) All services provided to You pursuant to the delivery of Service as specified in the End User License Agreement (EULA)
b) Handling of Incidents which may arise from Your use of eLabNext Software Products
c) Commitment on Service Availability for Cloud and Private Cloud installations

eLabNext shall not have any obligation to provide Support Services with respect to any:

a) First Level Support for non-Authorized Contacts
b) Adaptations, configurations or modifications of the eLabNext Software made by You or any third party using eLabNext Developer including API or SDK.
c) Marketplace Add-ons made by parties other than eLabNext
d) Customizations or Add-ons made by eLabNext for You, unless listed to Your order
e) Enhancement Requests
f) Use of eLabNext Software on browsers other than the latest version for Google Chrome, Mozilla Firefox, Microsoft Edge, or Safari.
g) Any items excluded pursuant to Article 6.

eLabNext shall have no obligation to provide You with Support Services for an On-Premises installation under the following conditions:

a) If there is any deviation from the recommended infrastructure for On-Premises installations that You host and maintain.
b) For any technical issues related to the hardware, operating system, and network configurations, including firewall and DNS settings, that are used.

eLabNext may offer additional Advanced Support to help resolve issues that fall outside the scope of the Support Services. Any engagement of Advanced Support shall be provided under a separate order and shall be subject to the Agreement, eLabNext then-current fees, and applicable terms.

## 3. Provided Services

### 3.1 System Hosting and System Maintenance

For eLabNext Cloud and Private Cloud High Availability (HA) installations, eLabNext provides services to You from data centers hosted on Amazon Web Services (AWS). eLabNext will ensure, and will require affiliates and subcontractors to ensure, as applicable, that all networking components, load balancers, web servers, application servers, database servers, and

storage devices used to provide the Services and to process or store Your data are configured and maintained using accepted industry-standard redundant design methodology, including, at a minimum: (i) web and database server clustering and load balancing; (ii) file system and database mirroring, replication, or other equivalent technologies; and (iii) carrier-class disk storage using RAID disks and multiple data paths. For our standard Private Cloud installations (non-HA), the level of redundancy is limited to carrier-class disk storage using RAID disks and multiple data paths. In case of an On-Premises installation, eLabNext software is hosted and maintained by You, in which case eLabNext does not act as hosting provider and does not provide services to maintain the infrastructure needed to deliver eLabNext Software to You and Your end-users.

## 3.2 Software Maintenance

eLabNext provides updates for eLabNext Software as specified in the Agreement. Software updates versions are released at the sole discretion of eLabNext in a bi-weekly frequency for customers in the Cloud. For Private Cloud and On-Premises installations, the latest eLabNext Software version is installed on a quarterly basis according to a fixed update schedule (see https://www.elabnext.com/hosting/update-cycle for the active schedule). Software Maintenance is executed during the Maintenance Window. For customers with an acceptance server, updates are released to the acceptance server before releasing the update to the production environment. A change log listing all changes and new features is included in every update.

## 3.3 System Monitoring and Intrusion Detection
For Cloud and Private Cloud installations, eLabNext, or an authorized third party, will actively monitor the Services for interruption of delivery of Service, system performance and errors, unauthorized access, and interception using industry-standard systems or tools, such as uptime monitoring tools and network-based intrusion detection or prevention mechanisms or web applications. For eLabNext On-Premises installations, system monitoring and intrusion detection is Your responsibility and is excluded under these Service and Support Terms.

## 3.4 Back-ups and Disaster Recovery
For all Cloud and Private Cloud installations back-ups are generated and stored every 24 hours. Backup media, where relevant, is verified for integrity and stored encrypted at a secure offsite facility. For Cloud and Private Cloud High Availability (HA) installations, eLabNext will ensure that all of Your data up to the last committed transaction is replicated up in real-time to ensure a Recovery Point Objective (RPO) of less than 5 minutes in case of a disruption of the system or a disastrous event one of the data centers. In case of a disastrous event impacting the integrity of the full system, eLabNext will be able to restore of loss of data with a maximum Recovery Point Objective (RPO) of 24 hours and a Recovery Time Objective (RTO) of 4 hours,

provided that the data loss was caused by eLabNext or failure of our systems. eLabNext shall not be liable for data loss resulting from intentional failures or negligent actions by You.

| System | Recovery Point Objective (RPO) | Recovery Time Objective (RTO) |
|---|---|---|
| Cloud | 24 hours* | 4 hours |
| Private Cloud | 24 hours* | 4 hours |
| On-Premises | N/A | N/A |

*As a result of real-time data replication in our Cloud and Private Cloud High Availability installations, the RPO in many scenarios is less than 5 minutes.

eLabNext validates its disaster recover procedure every month, by manual inspection of the back-up file's size and date on receipt. A representative back-up sample is used to perform a full system restore procedure. Disaster Recovery will only be executed in case of an event that impacted the availability of data. In the event of information processing errors caused by eLabNext, upon reasonable request, and subject to reasonable security procedures, You will be permitted to request a restoration of Data from the most recent backup files for disaster recovery purposes. Requests to perform a disaster recovery to undo system changes are excluded from these services. Storage of backups remotely at the customer's site is available only under an Advanced Support Agreement. For eLabNext On-Premises installations, backups and disaster recovery are Your responsibility and are excluded from these Service and Support Terms.

## 3.4 Access to Support Resources
eLabNext will ensure You have access to the following Support Resources and Services:

a) The eLabNext Customer Care Portal to report Incidents with the Severity Levels of Urgent or High
b) eLabNext Software training resources, including documentation, videos and recordings
c) eLabNext Developer, which includes access to the Application Programming Interface (API) and Software Development Kit (SDK) with sample code and recipes.
d) For customers with a Private Cloud or On-Premises installation, a quarterly update to inform you on the changes in the latest eLabNext Software updates, as well as information on the eLabNext Software product roadmap
e) For customers with an On-Premises installation, access to technical specifications and technical support documentation for ensure maintenance of the eLabNext Software
f) Consultations to identify, reproduce, resolve reported Urgent and High Incidents.

Additionally, eLabNext will provide You the following Support Resources and Services with the purchase of Premium Support:

- The eLabNext Customer Care Portal to report Incidents with the Severity Levels of Medium or Low.
- Consultations to support Authorized Users in the use, configuration or implementation of eLabNext Software, ask questions, to share feedback, report Enhancement requests.
- Participation in annual business reviews meetings and organization events.
- Supporting vendor compliance and security audits.
- Providing training for new Authorized Contact (key-user training).

Services will, at the sole discretion of eLabNext, be provided remotely. For services that fall outside of the scope of the Standard Support, eLabNext will offer Advanced Support at additional charge. Any engagement of Advanced Support shall be provided under a separate order and shall be subject to the Agreement, eLabNext then-current fees, and applicable terms.

## 3.5 Escrow

In case You choose to enter into an escrow agreement for eLabNext Software, eLabNext will setup and perform an escrow deposits at the escrow provider at the agreed deposit frequency. Costs incurred by the escrow agreement as invoiced by the escrow provider shall be fully paid by You, unless agreed otherwise. This service is only available if You purchase Premium Support.

# 4. Incident Reporting

## 4.1. Authorized Contacts.

All reports of Incidents must be made to eLabNext by the Authorized Contact(s). The primary method for You to report an Incident is via our Customer Care Portal. The foregoing notwithstanding, if You are eligible to receive Standard Support, You may notify eLabNext of Urgent incidents by email on support@elabnext.com. If You are eligible to receive Premium Support, You may notify eLabNext of Urgent and High Incidents via telephone if Your access to our Customer Care Portal is unavailable. You may substitute Authorized Contact(s) by giving eLabNext prior written notice, including the relevant contact information for any new Authorized Contact. Any Incidents reported by non-authorized contacts shall not be considered as eligible to any of the provisions or guarantees in these Support Terms. You are permitted to appoint the following number of qualified Authorized Contacts:

| Support Service Level | Number of Authorized Contacts |
|---|---|
| Standard Support | 2 |
| Premium Support | 4 |

## 4.2. Required Information.

All Incident reports must, if applicable, include the following:

    a) Your Organization Name, which is the name to which the license for your system or group has been issued

    b) A reproducible Test Case that demonstrates the specific usage that causes the Incident being reported

    c) Exact wording of all related error messages

    d) A full description of the Incident and expected results

    e) Any special circumstances surrounding the discovery of the Incident

    f) For Urgent Incidents, provide an additional secondary point of contact.

## 4.3. Severity Levels.

eLabNext will work with You to assign the appropriate severity level to all Incidents according to the Severity Level definitions. Severity Levels are assigned to allow prioritization of incoming Incidents. eLabNext may reclassify Incidents based on the current impact on the use of eLabNext Software products and business operations as described in the Severity Level definitions. In the event eLabNext determines that an Incident is in fact an Enhancement Request (i.e. considered as a known limitation), it shall not be addressed under these Support Terms.

## 4.4. eLabNext's Obligations.

eLabNext will make available Support Services accessible during Normal Support Hours for You to report Incidents and receive assistance. On receipt of an Incident report, eLabNext shall establish whether there is an Incident for which You are eligible to Support Services under these Support Terms and, if so, shall:

    a) Confirm receipt of the Incident report and notify You of the Incident case number that both parties must then use in any communications about the Incident

    b) Work with You to set a severity level for the Incident based on the criteria set forth herein

    c) Analyze the Incident and verify the existence of the problem

    d) Give You direction and assistance in resolving the Incident pursuant to the terms described herein

## 4.5. Response Time and Resolution Times

eLabNext aims to Respond and Resolve incidents based on the following Response and Resolution times. Failure for eLabNext to meet the defined Response and Resolution times count in case of Unplanned Downtime only in case of Urgent incidents.

| Response times | Urgent | High | Medium | Low |
|---|---|---|---|---|
| Normal Support | <8 hours | <96 hours | N/A | N/A |

| | | | | |
|---|---|---|---|---|
| Premium Support | <2 hours | <24 hours | <24 hours | <72 hours |

| Resolution times | Urgent | High | Medium | Low |
|---|---|---|---|---|
| Normal Support | <16 hours | Best effort | N/A | N/A |
| Premium Support | <4 hours | <24 hours | Best effort | Best effort |

## 4.6. Customer's Obligations.

a)  eLabNext's obligation to provide Support Services under these Support Terms is conditioned upon You:

- (i) having a valid license or active maintenance plan for eLabNext Software
- (ii) having paid all open fees that are due to eLabNext for the Services prior to the date the Incident is reported
- (iii) providing eLabNext with all reasonable assistance and providing eLabNext with data, information and materials as that are reasonably necessary
- (iv) procuring, installing and maintaining all equipment, communication interfaces and other hardware and software necessary to access eLabNext Software
- (v) perform acceptance or validation of the latest available eLabNext Software which must run on Your system.
- (vi) providing all First Level Support
- (vii) providing appropriate contact information for all Authorized Contacts(s)
- (viii) utilizing eLabNext documentation or knowledge base for self-help research of known solutions
- (ix) utilizing eLabNext Customer Care Portal to log all incident cases.
- (x) providing remote system via VPN to Your system installation, in case of an on-premises installation
- (xi) Having approved or whitelisted the eLabNext license server, Octopus Deploy, and eLabNext external add-on repository, in case of an on-premises installation.

b) For the duration of the initial term and any elected renewal term(s) during which You are eligible to Support Services, You shall maintain the same level of Support Services for all users of eLabNext Software (including without limitation any incremental licenses subsequently purchased by You). For clarity, You may not elect to purchase or renew Support Services for just a portion of its Service or users who can access the Service.

## 5. Service Availability Commitment

eLabNext commits to a Service Availability on its Cloud and Private Cloud installations of 99.5% during each calendar month. In case You purchased a High Availability (HA) Private Cloud installation, eLabNext commits to a 99,9% availability during each calendar month. Service Availability excludes downtime during Scheduled Maintenance. Should eLabNext fail to meet the Service Availability commitment in any calendar month, and the Customer experiences a negative impact due to unsuccessful authorized attempts to access the Service as a result of Unplanned Downtime, eLabNext will offer a service credit as the sole and exclusive remedy. This credit, as specified in the table below, will be calculated based on the monthly fee charged for the use of the Service, in accordance with the specified terms:

| Service Availability | <99.5% and >= 99.3% | <99.3% and >= 99.0% | < 99.0% |
|---|---|---|---|
| Service Availability HA | <99.9% and >= 99.7% | <99.7% and >= 99.5% | <99.5% |
| Service Credit | 10% | 15% | 20% |

eLabNext measures the Service Availability as follows:

$$\frac{\text{Time in measument period (minutes)} - \text{Unplanned Downtime in measurement period (minutes)}}{\text{Time in measument period (minutes)}} * 100\%$$

To avoid any doubt, the Service Availability over each calendar month is calculated by dividing the difference between the total number of minutes in the monthly measurement period and any Unplanned Downtime by the total number of minutes in the measurement period, and multiplying the result by 100 to reach a percent figure. eLabNext shall calculate any Unplanned Downtime using eLabNext system logs and other records. Unplanned Downtime excludes periods where the Services are unavailable due to suspension or termination of the service, or due to any unavailability or performance issues stemming from the equipment, software, services, or other technology of the Customer and/or third parties, except for third-party equipment or services directly controlled by eLabNext. If your payments are not made on a monthly basis, the Service Credit will be adjusted to reflect the monthly equivalent of your payment. This is calculated by dividing the total amount paid by the number of months in the associated contract period. Service uptime is monitored via third-party services, and server performance metrics like CPU usage, memory, and I/O are tracked through internal tools. Monitoring data is available to customers upon reasonable request, particularly if there's suspicion that service levels haven't been met.

## 5.1 Scheduled and Unscheduled Maintenance

eLabNext, in its sole discretion, will perform Scheduled Maintenance and Unscheduled Maintenance on eLabNext Software.

Maintenance is deemed Scheduled under the following conditions:

a) It takes place within the Maintenance Window, scheduled from Monday to Friday between 10 PM and 6 AM, or from Saturday 8 PM to Sunday 10 PM, according to the time zone of Your principal place of business.

b) It occurs outside of the standard Maintenance Window but is announced at least two full business days prior to the maintenance activity. eLabNext aims to provide at least one week's notice whenever possible.

It is conducted outside of the Maintenance Window with Your explicit approval, allowing for flexibility in scheduling to accommodate special circumstances or urgent needs. Scheduled maintenance does not count as Unplanned Downtime for the purposes of calculating a Service Credit.

In case of an Urgent issue that requires immediate intervention, eLabNext, in its sole discretion, may take the Service down for Unscheduled Maintenance. In that event, eLabNext will attempt to notify Customer in advance via email to the email address(es) of the Authorized User(s) designated by You. Unscheduled maintenance will be included in Unplanned Downtime and counted against the Service Availability.

## 5.2 Service Credit Request

In order to receive a Service Credit as described herein, You must request a Service Credit within 30 calendar days from the end of the month in which the Service Availability was not met, and You must provide details of the claim, as reasonably requested by eLabNext. The request must be submitted by sending an email to support@elabnext.com  with as subject *Service Credit Claim (SCC)*.  Any claim request which is successfully submitted will receive a response indicating the request was received. If You do not receive this response, the claim is deemed not received by eLabNext and You must resubmit Your claim in order for eLabNext to consider the request for a Service Credit.

You are not eligible for any service credit under this Service Level Commitment if Your account is past due or in default concerning any payment or any material contractual obligations to eLabNext. The Service Credit is valid for up to two years from the quarter for which the credit is issued.

## 6. Exclusions from Support and Availability Commitment Terms

eLabNext will not be required to correct any of the following Incidents, which are deemed ineligible for Service Credit Requests:

(i)     Availability or Support on any Sandbox, Acceptance, Beta, Education, Demo, Developer and/or debugger accounts and any other non-production or test environments

(ii)    (c) Adaptations, configurations or modifications of the eLabNext Software made by You or any third party, including those that are made using eLabNext Developer including API or SDK.

(iii)   any non-conformance caused by unauthorized misuse, alteration, modification or enhancement of the eLabNext Software

(iv)    use of the eLabNext Software that is not in compliance with the Agreement.


## Disputes

In the event of any dispute, controversy, or claim arising out of or in relation to this Agreement, including any question regarding its existence, validity, interpretation, breach or termination, the parties shall first endeavor to settle the dispute amicably through mutual consultations. If the dispute cannot be settled amicably within thirty (30) days after either party has made a request to the other party for such amicable settlement, the dispute shall be referred to and finally resolved by arbitration under the Rules of Arbitration of the International Chamber of Commerce (ICC). The arbitration shall be conducted by one or more arbitrators appointed in accordance with said rules. The place of arbitration shall be The Hague, Netherlands. The language of the arbitration shall be English. The decision of the arbitrator(s) shall be final and binding on the parties, and the parties agree to be bound thereby and to act accordingly. The arbitral award is enforceable in any court of competent jurisdiction, and the parties hereby waive any jurisdictional, venue, or inconvenient forum objections to such court.


## 7. Termination

Notwithstanding anything to the contrary herein or in the applicable Agreement, these Support and Availability Commitment terms shall terminate upon expiration or termination of the order or expiration or termination of Your right to access eLabNext Software products through the expiry of Your Software License or Software Maintenance Plan for a Perpetual License. To avoid any doubt, Your data needs to be migrated prior to expiry of Your rights to access eLabNext

Software. Any migration support required prior to terminating Your right to access eLabNext Software is considered Advanced Support.