



SERVICE LEVEL AGREEMENT ("SLA") FOR SAAS SERVICE - CLINIBEE

v1.04 – valid as of May 1, 2021

This document contains the provisions on availability, maintenance, and response and recovery times for the software as a service (SaaS) provided by CLINIBEE and the associated storage space. If you have questions or comments about this agreement, please do not hesitate to contact us.

1. Subject Matter of the SLA

This SLA shall apply to the SaaS Service provided by CLINIBEE. CLINIBEE shall provide a highly secure and available network, in order to supply its customers with the SaaS Service. CLINIBEE makes every possible endeavour to provide customers with constant access to the SaaS Service. The SLA also contains the provisions on the rights and remedies for the customer in the event that it experiences a service interruption as a result of a failure of CLINIBEE's SaaS Service.

2. Definitions

For the purpose of this SLA, the terms in bold below are defined as follows:

- **"Available"** or **"Availability"** means when the customer has unrestricted access to the SaaS Service provided by CLINIBEE, subject to the exclusions defined under "Downtime" below
- **"CLINIBEE Cloud"** means the network within CLINIBEE's sphere of control.
- **"Business Days"** means Monday to Friday excluding Bank Holidays, January 1 and December 25/26.
- **"Business Hours"** at CLINIBEE means from 8am–6pm GMT/BST on Business Days.

■ **“Downtime”** means the total number of minutes, outside Scheduled and Regular Maintenance periods, that the customer cannot access the SaaS Service. The calculation of Downtime excludes time that the customer is unable to access the SaaS Service due to any of the following:

- Scheduled Downtime
- Customer’s own internet service provider
- Force majeure event
- Any systemic internet failures
- Any failure in the customer’s own hardware, software or network connection
- Customer’s bandwidth restrictions
- Customer’s acts or omissions
- Anything outside of the reasonable control of CLINIBEE

■ **“Emergency Maintenance”** is any maintenance by CLINIBEE of which the customer has less than 5 Business Days’ advance notice. CLINIBEE may schedule Emergency Maintenance if it is deemed necessary to avoid any immediate threat to the environment or customer sites. Maintenance Notifications will be sent to the customer’s support contact as defined by the customer.

■ **“Failover Tests”** means testing of mission-critical systems which may be performed in order to ensure that CLINIBEE maintains the highest level of preparedness. These tests will fall outside the weekly maintenance window and the customer will be informed at least 10 Business Days in advance. During the failover testing, customers will experience brief periods of system unavailability.

■ **“Maintenance Notifications”** means communication from CLINIBEE, via an email to the customer’s designated support contact, regarding the date and time that CLINIBEE intends to make the SaaS Service unavailable. The customer understands and agrees that there may be instances where CLINIBEE needs to interrupt the SaaS Service without notice in order to protect the integrity of the SaaS Service due to security issues, virus attacks, spam issues or other unforeseen circumstances.

■ **“Maintenance Time”** means the time period during which the SaaS Service may not be available each month so that CLINIBEE can perform routine maintenance as needed to maximise performance.

■ **“Persons Authorised to Issue Instructions”** refers to a main and a backup representative of the customer responsible for receiving communications from CLINIBEE and authorised under the Data Processing Agreement to issue instructions.

CLINIBEE must be informed promptly, at least by email, in the event of personnel changes, including when staff leave or change roles.

■ **“Regular Maintenance”** means maintenance performed as CLINIBEE strives to ensure the highest level of availability for all customer sites. To do so, regular maintenance may require CLINIBEE to take systems offline for brief periods of time in order to implement Updates, Releases or changes. CLINIBEE reserves the right to carry out Regular Maintenance outside of Business Hours.

■ **“Response Time”** means the time period until CLINIBEE’s confirmation of the reported defect, from receipt of the information required from the customer for CLINIBEE’s support team to begin resolution and open a support ticket in CLINIBEE’s systems. After receiving a report of a defect, CLINIBEE shall use an appropriate method to provide the customer with a progress update.

■ **“Recovery Point Objective”** or **“RPO”** means the maximum period permitted under Section 4.3 in which data stored or transmitted in the CLINIBEE Cloud might be lost.

■ **“Recovery Time Objective”** or **“RTO”** means the duration of time within which the SaaS Service must be restored once it becomes unavailable.

■ **“Scheduled Downtime”** is downtime for Scheduled Maintenance.

■ **“Scheduled Maintenance”** shall be understood here to mean maintenance which occurs when CLINIBEE detects an issue in the CLINIBEE Cloud environment that requires action to avoid unscheduled maintenance in the future. CLINIBEE reserves the right to schedule extended maintenance of the CLINIBEE Cloud environment impacting on the SaaS Service with a minimum of 5 Business Days’ notice provided to the customer unless certain circumstances preclude CLINIBEE from doing so, such as an external vendor issuing a change control to CLINIBEE with less than 5 Business Days’ notice. All Scheduled Maintenance will take place outside of Business Hours.

■ **“Service Level Credit”** means a credit applied to the customer’s invoice in the invoice period following successful confirmation by CLINIBEE of affected SaaS Service metrics.

■ **“Total Monthly Minutes”** means the number of days in the month multiplied by 1,440 minutes per day.

3. Customer Responsibilities and Obligations to Cooperate

It is the customer's responsibility to ensure that it meets the following obligations to cooperate and that it does so at no cost to CLINIBEE:

- have an internet connection with adequate bandwidth;
- use an internet browser in accordance with the Software's minimum requirements;
- the customer is entitled to name up to five (5) employees by email, with names and contact data for verification, who can contact the Support Helpdesk provided by CLINIBEE. The customer must inform CLINIBEE immediately of any change in the named employees. The list shall be kept up to date by the customer;
- provide CLINIBEE, at least by email, with up-to-date information on the Persons Authorised to Issue Instructions, such as personnel changes;
- report all incidents or issues to the Support Helpdesk promptly;
- use anti-virus software with definitions updated daily at a minimum;
- make every effort to be available to CLINIBEE during the resolution of a service-related incident or a request.

4. Support Levels

4.1 Term of the SLA

This SLA shall apply to the SaaS Service for the duration of the contract for SaaS Service.

4.2 SaaS Service Availability

To ensure that customers have access to their data when they need it, CLINIBEE uses several levels of protection to provide customers with service availability (uptime) of 99,9%. A detailed service level description is specified in the SaaS Service Description.

Service Level	Basic	Enterprise
Service Availability	99.9%	99.9%

CLINIBEE uses a third party to measure whether the SaaS Service is Available. Availability is calculated based on the following formula:

$$A = (T - M - D) / (T - M) \times 100\%$$

A = Availability

T = Total Monthly Minutes

M = Scheduled Downtime

D = Downtime

Scheduled and Regular Maintenance do not constitute unavailability and are not included in the Availability calculation.

4.3 Recovery

Depending on the service level, CLINIBEE provides the following recovery attributes:

Service Level	Basic	Enterprise
Recovery Time Objective (RTO)	8 hours	4 hours
Recovery Point Objective (RPO)	24 hours	4 hours

4.4 Service Level Credits

If CLINIBEE cannot meet the Availability specified in this SLA for reasons for which it is responsible, CLINIBEE shall provide customers with a 100% credit note (Service Level Credit) for every full hour of unavailability, provided that the customer complies with the requirements set out in Section 4.5. The credit is calculated from the time of outage until the SaaS Service is Available again. CLINIBEE will issue a credit equal to 100% of the SaaS Service costs per hour. Service Level Credits shall be offset against any claim for loss or damage caused by the customer.

4.5 Remedy and Procedure

The customer's remedy and the procedure for claiming the Service Level Credits under Section 4.4. shall apply if (1) CLINIBEE fails to meet the agreed availability figures referred to above and (2) the customer cumulatively complies with the following requirements:

1. There must be a support ticket documenting the reported unavailability within five (5) Business Days of the end of the service interruption;
2. There are no invoice amounts on the customer's account on which the customer is in default;
3. The customer must notify CLINIBEE at least by email within five (5) Business Days by opening a support ticket and providing the following details together:
 - List the individual functional areas of the SaaS Service that were affected;
 - List the date and time the Downtime occurred;
 - List usernames and email addresses affected by the Downtime;
 - List an estimate of the amount of actual Downtime in minutes;
 - Ticket number of the documented incident.

5. Software Maintenance Services

■ CLINIBEE continually analyzes the Software to find potential for improvement, enhanced security, expanded functionality, and greater user-friendliness. Suggestions by the customer will be analysed and incorporated into the functionality of the Software at the discretion of CLINIBEE.

■ Enhancements of the Software (Releases) shall be made available to the customer from time to time. All functionality added by a Release shall be governed by the terms of this SLA.

■ CLINIBEE supports older Releases for a minimum of six months after a new Release is available. After six months, any issues may be resolved by a fix or an upgrade to a newer Release at CLINIBEE's discretion.

■ In the event of a Software fault, the customer can contact the Support Helpdesk under defined conditions (see section entitled "6 Support Helpdesk").

■ If a security vulnerability is found which does not constitute a defect, CLINIBEE will make every reasonable effort, within the limits of its operational capability, to fix the vulnerability on all affected Releases not older than six months. If such a fix is not possible in an older Release, CLINIBEE may insist that vulnerable systems are upgraded at short notice to mitigate the security risk.

6. Support Helpdesk

6.1 Service Scope

The CLINIBEE Support Helpdesk provides technical support and help on all CLINIBEE products and services. It can be reached via email, phone or web portal during the hours stated under 6.2 and under the following conditions.

The following aspects are covered by the Support Helpdesk:

- System service interruption/outage;
- System service updates/maintenance;
- System service behaviour that is not in line with what the customer's users expect;
- Support regarding functionality.

The following aspects are NOT covered by the Support Helpdesk:

- Requests from third-party provider(s) of the customer;
- Networks, devices, servers and workstations managed by the customer;
- Requests regarding configuration and customization of CLINIBEE products and services.

6.2 Availability (Service Times)

The CLINIBEE Support Helpdesk is available to up to five (5) named employees of the customer on Business Days,

- E-mail: team@ubqo.com
- Phone Europe: +44 777 557 8801

CLINIBEE provides language support in English on Business Days as follows:

- English language support: 8 a.m. - 6 p.m. GMT/BST

The CLINIBEE Support Helpdesk cannot be contacted by employees other than those named by the customer.

6.3 Support Helpdesk Response Time

The Support Helpdesk Response Time is defined as the time from when the customer enters the request into the CLINIBEE ticketing system or from when CLINIBEE receives an email from the customer to the time when CLINIBEE replies and starts working on the request. The Response Time is calculated based on the Service Times defined under 6.2. The maximum Response Times vary depending on the severity of the incident; the priority for resolution is determined by CLINIBEE when evaluating the customer's request:

Priority for resolution	Description of fault	Response Time
High	Use of the Software or substantial parts thereof or complete processes is impossible (e.g. login is not possible)	2 hours
Medium	Use of the Software is substantially impaired, but basic use is possible (e.g. certain reports are not functional, or there are issues editing documents)	8 hours
Low	The SaaS Service is available but exhibits minor problems not affecting the result (e.g. modules are available, but there are minor effects such as performance problems, graphics are not positioned correctly, or there are issues with displaying data)	At CLINIBEE's discretion

* Requests sent via email will always be initially treated as "Low" priority