



## LabgnosticEQA Service Terms (UK)

### 1. Applicability of these Service Terms

- 1.1. The following terms apply to the supply of all LabgnosticEQA services and licences.
- 1.2. In these LabgnosticEQA Service Terms, defined terms shall have the meaning defined in these terms or otherwise in the Contract.

### 2. Service Description

- LabgnosticEQA enables healthcare EQA/PT laboratories to submit their EQA programme results securely and electronically to the EQA provider. The requests and results are processed via a single interface to LabgnosticEQA.
- The service enables the EQA customer to automate their results delivery to any EQA provider on the Labgnostic network, regulatory and commercial considerations allowing.
- For laboratories, LabgnosticEQA automates the EQA process by following the same process of a standard test request/result workflow used for normal patient tests. For each EQA test event, LabgnosticEQA generates a 'test' order and sends it to the laboratory LIS/LIMS, which performs the test and sends the result back. LabgnosticEQA transforms the laboratories results into the EQA provider's format, as agreed and defined during technical discovery, and sends it to the provider.
- The transmission of EQA orders in and results out of the customer site is via a single, secure VPN interface to the customer's healthcare system (usually an LIS/LIMS or integration engine).
- The EQA customer manages their programme automation 'subscriptions' using a secure internet-facing web portal, specifying they want to receive orders and send results for each programme.
- The scope of your project and use of the service (EQA programmes) will be decided upon during technical discovery and documented within your SoW. Any changes to this will need to be agreed with us and documented accordingly as there may be commercial implications to a change of scope.
- We will build the interface between you and Labgnostic to allow HL7 messages (or equivalent), as agreed and defined during technical discovery, to enable EQA requests and results to transfer between you and the EQA schemes you have subscribed to. Any interface build requirements not defined during that stage would require additional scoping and quotation.
- X-Lab will provide you with access to the service during the onboarding stages where your admin users will have the ability to add, edit and delete users as needed. It is your responsibility to manage and own the configuration of the test set up during onboarding, when



thorough training is provided, and thereafter. It is your responsibility to manage and action any notifications you may get with this, the service.

- Onboarding of the service will include 1 EQA programme that will allow us, and you, to conduct sufficient testing to move into live service. Upon request, your Account Manager will then be able to work with you to build out expansion plans to support you with increasing usage of the service.
- You will be provided access to the service desk when you are moved into live service to raise any queries to the support team. This will be provided as part of the Services and at no additional cost to you and comprises our standard customer support service as set out herein provided during Normal Business Hours and is based on reasonable and fair use (at our discretion).
- LabgnosticEQA is an evolving software solution, and new features and additional functionality may be added by us from time to time at our discretion.

2.1. During the Subscription Term, we shall use commercially reasonable endeavours to make the Services available to you 24 hours a day, seven days a week in accordance with the Contract, except for:

2.1.1. planned maintenance carried out during the maintenance window of 8.00pm to 2.00am local time; and

2.1.2. unscheduled maintenance performed outside Normal Business Hours, provided that we have used reasonable endeavours to give you as much prior notice as is reasonably possible in the applicable circumstances.

### 3. LabgnosticEQA Fees

3.1. The Fees are payable per Customer Licence for the LabgnosticEQA Services:

3.1.1. a one-off Onboarding Fee for Onboarding services (as applicable), payable in advance of the Onboarding Period;

3.1.2. the Fees invoiced annually in advance of (i) the Commencement Date and (ii) each annum during the Term, in each case based on the projected volume of service transactions per Customer Licence. We may invoice and/or issue a credit note to you for Fees where the actual volume of service transactions in any year materially differs from the projected service transactions in any year.

3.2. The Fees include annual licence, support and maintenance fees for the Services. The Fee also includes general Software upgrades deployed by us during the Term, as actioned by us at our discretion.



#### 4. Onboarding

During an initial LabgnosticEQA implementation, the following onboarding process will typically be followed. Please note that onboarding must be signed off by the parties during the Onboarding Period, which shall be no later than the date stated in the applicable SoW or as stated in clause 11.2 in the General Terms and Conditions or additional onboarding charges may apply.

1. **Pre-Onboarding** - Agree and confirm onboarding scope and deliverables.
2. **Connectivity** - Set up and test network connectivity.
3. **Configuration and Training** - Complete all relevant configuration to enable the Customer to access LabgnosticEQA Service and provide super user training.
4. **Pipe Clean Testing** - Basic testing between LabgnosticEQA and the Customer system.
5. **User Acceptance Testing (UAT)** - End to end testing with EQA Provider.
6. **Production Readiness** - Set up and final testing in production (Live) LabgnosticEQA system.
7. **Go Live Sign-Off** - Sign off onboarding and migration into Live service. Live service is defined as the start of automation of a live EQA programme.
8. **Go Live Review** - Review and provide feedback on your onboarding experience in addition to discussing your plans for increasing LabgnosticEQA usage going forward.

All relevant onboarding documentation will be sent to each customer during or before pre-onboarding that details and outlines the specifics to each customer's plan and timescales.

#### 5. Service Level Agreement for LabgnosticEQA

##### 5.1. Service Availability

- 5.1.1. We shall use our commercially reasonable endeavours to ensure that the Service is available throughout the Subscription Term for 99.7% of the time.
- 5.1.2. The target availability detailed at clause 5.1.1 is understood to be exclusive of planned maintenance carried out during the maintenance window of 8.00pm to 2.00am local time.

##### 5.2. Service Desk

- 5.2.1. We provide a service desk between Normal Business Hours.
- 5.2.2. Our service methodology is based on Information Technology Infrastructure Library (ITIL).
- 5.2.3. The service desk can receive incident reports, service requests and change requests as detailed in clauses 5.3, 5.4 and 5.5 of these LabgnosticEQA Service Terms.

##### 5.3. Incident Resolution



- 5.3.1. An incident is defined as an unplanned interruption to use of the LabgnosticEQA service.
- 5.3.2. If you need to raise an incident to us, please do so by contacting our service desk, which shall be available for each Customer Licence.
- 5.3.3. All incidents reported through the service desk by the service user or detected by us are recorded and logged on a single system. Each incident will be given a unique reference number.
- 5.3.4. Our service desk shall use its commercially reasonable endeavours to remedy any incidents reported in accordance with the Target Resolution Times detailed below. (All times detailed in the table below are within Normal Business Hours).

| Incident Severity | Details of Severity Level                                                        | Target Resolution                         | Examples                                                                                                                                             |
|-------------------|----------------------------------------------------------------------------------|-------------------------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------|
| 1                 | Urgent severity<br>Whole Customer Licence site affected                          | Before the start of the next Business Day | <ul style="list-style-type: none"> <li>Connectivity (VPN/network) down</li> <li>Website unavailable</li> </ul>                                       |
| 2                 | High severity<br>key business affected, no workaround                            | Before the end of the next Business Day   | <ul style="list-style-type: none"> <li>Messages queued in LabgnosticEQA/LIMS (VPN not down)</li> <li>Booking in functionality unavailable</li> </ul> |
| 3                 | Medium<br>The whole department affected, not a key business, workaround possible | 2 Business Days                           | <ul style="list-style-type: none"> <li>Programme mapping unavailable,</li> <li>My Subscriptions unavailable</li> </ul>                               |
| 4                 | Low<br>Individual user affected                                                  | 3 Business Days                           | <ul style="list-style-type: none"> <li>Individual can't access the system,</li> <li>Question for the team</li> </ul>                                 |

#### 5.4. Service Requests

- 5.4.1. A service request is defined as a request from a user for information, advice, a standard change or additional access to LabgnosticEQA.
- 5.4.2. If you need to raise a service request to us, please do so by contacting our service desk via our contact details.



5.4.3. All service requests reported through the service desk by the service user or detected by us are recorded and logged on a single system. Each request will be given a unique reference number.

5.4.4. Our service desk shall use its commercially reasonable endeavours to respond to any service requests reported, within 3 business days.

## 5.5. Change Request

5.5.1. A change request is defined as a request from a user for change to the standard set up of LabgnosticEQA.

5.5.2. If you need to raise a change request to us, please do so by contacting our service desk via our contact details.

5.5.3. All change requests reported through the service desk by the service user are logged on a single system. Each incident will be given a unique reference number.

5.5.4. Our service desk shall use its commercially reasonable endeavours to assess and respond to any changes reported in accordance with the Target Resolution Times detailed below. (All times detailed in the table below are within Normal Business Hours).

| Change type  | Change definition                                                                                                                                                                                                                                      | SLA                                                                                                                               |
|--------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------------------------------------------------------------------------------------------------------------------------------|
| Standard     | <ul style="list-style-type: none"> <li>Change in communication endpoint</li> <li>Change in customer peer address</li> <li>Additional Laboratory/department*</li> </ul>                                                                                 | <p>Response within 3 business days</p> <p>Change to be delivered as per the agreed change schedule defined with the Customer.</p> |
| Non-standard | Any Change requested that is not a standard change will be separately quoted for and agreed as a separate piece of work. Non-standard changes would include but are not limited to, bespoke feature requests, LIMS migrations and consolidations, etc. | N/A                                                                                                                               |

\*Please note, additional laboratories/departments may incur additional licence fees depending on individual SoW.

## 6. Details of Processing in connection with LabgnosticEQA

All Personal Data which you input into, or send through LabgnosticEQA shall be fictitious. Therefore, we shall not Process any Service Personal Data in the provision of LabgnosticEQA.