



LabgnosticScope Service Terms (UK)

1. Applicability of these Service Terms

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

2. Service Description

- LabgnosticScope is an agnostic digital solution that allows access to a network of organisations to electronically request and result Cellular Pathology (and closely related disciplines e.g. solid tumour genomics) tests through a single interface.
- The scope of your project and use of the service (disciplines and agreed tests) 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 X-Lab to allow HL7 messages (or equivalent), as agreed and defined during technical discovery, to enable orders and results to transfer between the organisations you have selected to work with via the service. Anything that is 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 configuring one test 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).
- LabgnosticScope 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. LabgnosticScope Fees

- 3.1. The Fees are payable per Customer Licence for the LabgnosticScope 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 LabgnosticScope 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 customer to access LabgnosticScope Service and provide super user training.
4. **Pipe Clean Testing** - Basic testing between LabgnosticScope and the Customer system.
5. **User Acceptance Testing (UAT)** - End to end testing with partner laboratory.



6. **Production Readiness** - Set up and final testing in production (Live) LabgnosticScope system.
7. **Go Live Sign-Off** - Sign off onboarding and migration into Live service. Live service is defined as the start of sending live samples.
8. **Go Live Review** - Review and provide feedback on your onboarding experience in addition to discussing your plans for increasing LabgnosticScope 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 LabgnosticScope

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 during 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 incidents reports, service requests and change requests as detailed in clauses 5.3, 5.4 and 5.5 of these LabgnosticScope Service Terms.

5.3. Incident Resolution

- 5.3.1. An incident is defined as an unplanned interruption to use of the LabgnosticScope 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	Detail of Severity Level	Target Resolution	Examples
1	Urgent severity Entire Customer Licence site affected	Before the start of the next Business Day	- Connectivity (VPN/network) down - Website unavailable
2	High severity key business affected, no workaround	Before the end of the next Business Day	- Messages queued in LabgnosticScope/LIS (VPN not down) - Core functionality unavailable (manifest, worklist, notifications, shipments out, shipments in)
3	Medium The whole department affected, not a key business, workaround possible	2 Business Days	- Test mapping functionality unavailable - Audit trails unavailable
4	Low Individual user affected	3 Business Days	- Individual can't access the system - Add new test to Global list - Question for the team - Request for stats data

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 LabgnosticScope.

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 LabgnosticScope.

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 change request 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 Working Hours).

Change Type	Change definition	SLA
Standard	- Additional web access for client PC - Change in communication endpoint - Change in customer peer address - Additional Laboratory set up*	Response within 3 business days Change to be delivered as per the agreed change schedule defined with the Customer.
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, LIMS migrations and consolidations, etc.	N/A

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

5.6. Out of Hours

5.6.1. Our on-call third line engineering team is provisioned as part of this Service. Their support is triggered by our internal alerting and monitoring of key components of the



system, which is designed to minimise the risk of loss of service. No formal service management is provided outside of Normal Business Hours, which means any support requests logged outside Normal Business Hours will be dealt with once Normal Business Hours resume.

5.7. Escalations

5.7.1. All standard service desk incidents must be reported via the service desk in the first instance and will not be handled by this escalation process. Should you not be satisfied with any element of the Service or performance against the SLAs then please escalate this via the following email address: support@x-labsystems.co.uk

6. Details of Processing in connection with LabgnosticScope

The following table sets out details of Processing relating to Service Personal Data that may be undertaken by us in accordance with the provision of the LabgnosticScope Service. Such Processing shall be subject to the terms of the Contract, including the Data Processing Terms:

Processing details	Description
Purposes of Processing	Service Personal Data will be Processed by us on your behalf for the purposes of allowing you to carry out onward transmission of test requests to performing labs and test results to requesting labs. Additionally, in accordance with our product data policy, as made available via the Portal, anonymised data with all personal identifiers removed (i.e., no longer Personal Data), shall be used by us for the purposes of: • service audit and support; • service analytics to customers, including for example operational feedback for the laboratories about turnaround times and volumetrics; • service research and informing national policy, for example in comparing reference ranges in use across the UK for national standardisation initiatives such as GIRFT; and • Supplier service improvements and Product analysis.
Duration of Processing	We will Process Service Personal Data for the term of the Contract, and in the provision of such Services shall retain such data for the period of up to: • Four (4) months post last update of record - following which the record is archived; and additionally



	Two (2) years following the date of archive - following which the record is permanently deleted. For further information regarding our product data policy, please refer to the Portal.
Nature and subject matter of Processing	The Processing will involve the onward transmission of the request and response messages which carry Service Personal Data using our Software which is hosted by us. The Service Personal Data will not be used for any other Processing purposes.
Description of data	Service Personal Data which we may Process under this Contract includes: - NHS number - Clinician ID - Local PatientID - Surname & Forename - Address and other contact details - Date of birth - Gender - Test Results - Pregnancy Status - Ethnicity - Relevant clinical history and comments - Patient phone number - Patient email address
Categories of Data Subjects	Any individual requiring a diagnostic test to be processed by you, utilising the Services.