

Service Level Agreement Enovation Zaurus

-

Version 1.0 / May 2022

This SLA describes the service levels of the Application, the agreed performance criteria and consultation. Purpose of this SLA is to:

- Give an overview of the agreed performance criteria;
- Ensure expectations are clear regarding the quality of the Service;
- Make the quality of the Service measurable.

For the purposes of this SLA, the data from the Supplier's systems shall provide full evidence, without prejudice to Customer's right to provide evidence to the contrary. This SLA will take effect upon operational use of the Application. In the case of links with other software, whereby Customer or a third party uses deviating service levels, the service level agreements of the party responsible (for that part) will apply. Deviating service levels can be requested from the Supplier or from the relevant third party.

Chapter 1 : Definitions

In this SLA, the following terms shall have the meanings set forth below. Deviating definitions may be included in the terms and conditions.

Application(s)	Enovation Zaurus including if and to the extent expressly agreed: <ul style="list-style-type: none">▪ Digital consulting rooms, including:<ul style="list-style-type: none">▪ Chat▪ Video conferencing▪ Video recording▪ File share▪ Screen share▪ Digital walk-in consult/service point, including:<ul style="list-style-type: none">▪ Live chat▪ Digital assistant▪ Generic video integration▪ Outlook-add-in - Enovation Zaurus Consulting room
Availability	The time during which the Application as a SaaS service has been provided by Supplier to Customer in whole or in part without interruption.
Business Day	Monday to Friday with the exception of public holidays in the country where Customer is located.
Change	A modification of or in the Application.
Change Request	A request from Customer to make a Change that is within the terms of this SLA.
Customer	The contracting partner with whom the Supplier has concluded an agreement regarding the Application.
Impact	The extent to which a Notification affects (or may affect) Customer's operations or Supplier's performance.
Incident	An error or defect in the Application that directly or indirectly disrupts the functioning of the Application.
Maintenance Window	Hours during which the Application is unavailable due to scheduled maintenance resulting in downtime. This comprehends a period of a maximum of 4 hours per calendar month, spread over a maximum of 2 operations per calendar month (Monday through Thursday from 22:00 (CET) to 24:00 (CET)) in which maintenance can be carried out.
Notification	An interaction by which the Principal User of Customer calls upon the agreed support of the Application. A Notification is of the type: Service Request, Change Request or Incident.
Office Hours	The opening hours of the Service Desk of Supplier: Monday to Friday from 08:30 - 17:00 Central European Time.
Principal User	A User designated by Customer as contact person towards Supplier.

Service Level Agreement Enovation Zaurus

-

Version 1.0 / May 2022

Priority	The qualification as assigned by Supplier to the order of handling an Incident.
Response Time	The time period during which the Service Desk accepts a Notification, processes it and provides feedback (automatic or otherwise) to the Principal User being the notifier.
Service Desk	The department deployed by Supplier to take on and handle contact with the Principal User.
Service Window	Office Hours during which support from Supplier is available.
Supplier	The subsidiary of Enovation Group BV which is party to the agreement of which this SLA forms an inseparable part and which holds the intellectual property rights to the Application and which makes the Application available to the Customer as a SaaS service.
Urgency	The degree of necessity of action in response to a Notification.
User	A (natural) person authorized by Customer to use the Application.
Web Portal	A web application that enables interaction between Supplier and Customer.

Chapter 2: General

2.1 Enovation Zaurus is used to provide remote care in a reliable and secure way and to promote the digital exchange of (audio) visual and text messages for communication between healthcare professional and healthcare consumer.

2.2 Support from Supplier regarding use of the Application includes:

- Incident Management with respect to the Notification and handling of all kinds of questions and Incidents;
- Change Management with respect to the Notification and handling of Change Requests;
- Service Level Management with respect to reporting.

2.3 Customer may only derive rights from this SLA if all amounts owed by Customer to Supplier for use of the Application have been paid to Supplier. Components of the Application that Customer has not purchased according to the Agreement and for which no amounts are paid to the Supplier are not covered by this SLA.

2.4 Supplier has the right to change the functionality of the Application.

Chapter 3: Availability

3.1 Under this SLA, Supplier shall make the Application available to Customer and provide support for its use.

3.2 Supplier does not perform management with respect to the equipment and software located on Customer's premises, even if recommended by Supplier.

3.3 The intended Availability of the Application is 99.8% of the time, measured over a calendar year.

3.4 Availability is exclusive of the time of unavailability as a result of force majeure as referred to in the Enovation Zaurus

Terms and Conditions, which are part of the Agreement of which this SLA is also an inseparable part.

3.5 Supplier works continuously on keeping the maintenance periods of the Application with an impact or downtime to a minimum using the continuous deployment principle. This means that technical adjustments without an impact will be carried out during the Service Window as far as possible. Maintenance with impact on the functioning of the Application will be carried out during the Maintenance Window.

3.6 Supplier shall notify Customer of a planned downtime at least 1 Business Day prior to the maintenance. Such an announced downtime of the Application shall in no event be regarded as a breach of Supplier's obligations towards Customer.

3.7 Customer shall continue to pay the agreed fees during the period of unavailability of the Application as referred to in this section.

3.8 In the exceptional case that emergency maintenance of the Application is required during the Service Window and the Application is unavailable or partially available, Customer will be notified of this in accordance with section 3.6. The Notification will be sent by chat or e-mail to the Principal User(s). The notification contains:

- The scheduled start time and date;
- The expected period;
- The nature of the maintenance.

3.9 Supplier does not guarantee any Availability referred to in section 3.3 if this cannot be met due to:

- Customer's IT infrastructure not meeting the specifications and/or requirements prescribed or recommended by Supplier;
- factors beyond the reasonable control of Supplier;

Service Level Agreement Enovation Zaurus

Version 1.0 / May 2022

- iii) equipment not supplied by Supplier which is on Customer's premises or on the premises of a third party engaged by Customer;
- iv) defects and failures in (the functioning of) software of Customer or third parties, including inter-operability problems;
- v) the use by either party of third party services;
- vi) defects and failures in telecommunication and network facilities, whether due to insufficient bandwidth or related to third party software or services;
- vii) a failure by Customer to follow appropriate security practices;
- viii) an action by Customer contrary to advice, instructions or published guidelines given by Supplier;
- ix) incorrectly entering data, documents, files, etc. into the Application or the making of alterations that causes downtime;
- x) failure of Customer to accept or implement Changes proposed by Supplier;
- xi) improper or injudicious use of the Application by Customer;
- xii) alterations to the Application not authorized by Supplier made by Customer or any third party engaged by Customer;
- xiii) (in)direct use of links with third parties;
- xiv) execution of requests and/or instructions of the Customer regarding the Application resulting in failure;
- xv) a case of force majeure as defined in the terms and conditions that are part of the agreement of which this SLA is also part;
- xvi) negligence through failure to provide necessary information or other cooperation;

3.10 The Availability is calculated over a period of one calendar year and is structured as follows:

$$A = \frac{T - D}{T} \times 100$$

Whereby the following applies:

A: Availability %

T: Total number of minutes of Availability of the Application in a calendar year.

D: Total number of minutes of unavailability minus the schedules unavailability (in minutes) in a calendar year.

3.11 The Availability of the Application can be monitored in real time via the status page <https://status.zaurus.io>.

3.12 If Supplier does not achieve the proposed Availability, Customer will be eligible for an Availability credit. This credit shall be the sole remedy for failure to achieve the Availability.

Availability %	Availability credit
< 99,8%	2 weeks free extension
< 99%	1 month free extension

Chapter 4: Incident Management

4.1 Notifications

4.1.1 Notifications can only be made by Principal User(s) of Customer which are made known to Supplier during the project phase.

4.1.2 Notifications can be submitted to the Service Desk of Supplier in various ways:

Channel		When
Web Portal	https://support.zaurus.nl	7*24
E-mail	support@zaurus.nl	7*24
Telephone	+31 (0)72-2029123	On Business Days during Office Hours
Chat	https://web.zaurus.io/	7*24

4.1.3 Notifications via the Web Portal, e-mail and/or chat that are submitted outside of Business Hours will be processed on the Next Business Day during Business Hours.

4.1.4 Upon submission via the Web Portal, e-mail or telephone, the notifier will receive a unique notification number to identify the Notification.

4.1.5 Notifications will be signed off by phone or e-mail at the notifier. If there is no response, these Notifications will automatically be permanently closed after 2 Business Days.

4.1.6. Progress of a Notification can be monitored via the Web Portal.

4.2 Supplier shall use its best efforts to resolve properly and fully reported Incidents, using a work-around or otherwise.

4.3. Supplier shall not be responsible for any Incidents not reported.

4.4 The costs of resolving an Incident are included in the fees of the Agreement. If the Incident is the result of improper use by Customer, was wrongly reported and/or arises from acts or omissions by Customer in violation of the Agreement or this SLA, Supplier shall be entitled to charge Customer for this. To the extent possible, Supplier shall notify the Customer of this. The costs are based on the Supplier's usual hourly rates.

4.2 Priority

4.2.1 Based on the Priority assigned to an Incident, the response and resolution times below apply. If a partial resolution is provided, the Incident Priority may be adjusted.

4.2.2 The Priority of an Incident may be adjusted during the process if Urgency and Impact require it or if circumstances change. The request may be assigned either a higher or lower Priority.

4.2.3 Incidents are prioritised as follows:

Service Level Agreement Enovation Zaurus

Version 1.0 / May 2022

Priority	Impact	Description	Reaction time	Resolution time ¹²
Urgent	Very serious	Business processes cannot be continued by a great number of Users.	<1 hour	<10 hours
High	Serious	Business processes can be continued with restrictions by 95% of Users.	<2 hours	<16 hours
Average	Low	Business processes can be continued without restrictions, limited number of Users are affected by the Incident.	<8 hours	<80 hours
Low	Very low	Business processes can be continued without restrictions, a single User is affected by the Incident.	<8 hours	<160 hours

4.2.4 Examples per priority:

Priority	Description
Urgent	<ul style="list-style-type: none"> Main functionality, like chat or video calling is not available for a great number of Users. Log in is not possible for a great number of Users. Messages are not arriving.
High	<ul style="list-style-type: none"> Video calling via iOS version of Supplier, for example, is not possible. Attachments cannot be added. Screen sharing does not work from web.
Average	<ul style="list-style-type: none"> Push notifications on, for example, the Android version of Supplier are not received. Video recording is not available. Full screen of a video stream does not work within an app.
Low	<ul style="list-style-type: none"> Video calling for one individual on a specific mobile device is not available. Password reset for one individual does not work. Font in the text bar of a chat message differs from the font in the chat.

Chapter 5 : Change Management

5.1 Changes or Change requests may be requested by Customer at the Service Desk of Supplier.

5.2 Supplier may initiate Changes to the Application at its sole discretion.

5.3 Change Management by Supplier oversees Changes of a technical nature insofar as they can be realised within the SaaS nature of the Application. Changes with respect to the Agreement, of which this SLA is part, do not fall under the scope

of this SLA. Supplier reserves the right not to consider all Change requests.

5.4 If a Change is the result of careless, incorrect or incompetent use by Customer, is wrongly requested and/or results from Customer's acts or omissions in violation of the agreement or this SLA, Supplier is entitled to charge Customer for this. To the extent possible, Supplier shall notify Customer of this. The costs are based on Supplier's usual hourly rates.

5.5 Types of Changes

Supplier distinguishes the types of Changes listed below:

Type	Description	Explanation
Emergency	<ul style="list-style-type: none"> Security updates, - patches 	<ul style="list-style-type: none"> Shall be carried out at Supplier's expert judgement. Falls within the Agreement, of which this SLA is a part, and will, in principle, not be charged to Customer. If possible, this type of maintenance will be announced to the Principal User of Customer. This maintenance is not considered scheduled maintenance.
Standard	See chapter 5.3.1	<ul style="list-style-type: none"> Falls within the Agreement, of which this SLA is a part, and will, in principle, not be charged to Customer.
Not standard	Changes that are not covered by the standard Changes.	<ul style="list-style-type: none"> Based on wishes of parties, parties will consult with each other. Implementation of Changes is subject to planning and acceptance of any resulting costs.

5.5.1 Standard Change

Standard Changes include the types of Changes listed below. Supplier has included an intended turnaround time.

Description	Turnaround time
Creation of new Users	<8 hours during Business Day
Password reset	<8 hours during Business Day
Changes in digital assistant, standard settings	<2 Business Days
Changes in company settings	<2 Business Days

5.5.2 Change requests

Principal User may request a Change from Service Desk of Supplier in the following manner.

- i) Web Portal - <https://support.zaurus.nl>
- ii) Mail - support@zaurus.nl

¹ There may potentially be time between having a solution/fix available and actually having the solution online in production. This only applies in the case of the iOS and Android apps Supplier is dependent on the speed with which Apple and Google accept and publish a new version.

² If an Incident relates to connected hardware, Supplier is dependent on the response and replacement times offered by the manufacturer or supplier of such hardware.

Service Level Agreement Enovation Zaurus

-

Version 1.0 / May 2022

5.3 Notification

If in Supplier's opinion an emergency Change or maintenance must be carried out and this affects the Availability of the Application, Supplier shall notify Customer thereof as soon as possible.

Chapter 6: Other

6.1 The Application is not regarded as a record and as such the Supplier does not take far-reaching measures with regard to retention periods. If and insofar as far-reaching statutory obligations rest with Customer with regard to retention periods, Customer must take measures for this.

Chapter 7 : Service Level Management

7.1 Reporting

Supplier will provide various reports on the performance indicators described in this SLA.

Description	Description and location
Incident report	An overview and status of Incidents Real time via: https://support.zaurus.nl
Availability report	The Availability of the Application platform Real time via : https://status.zaurus.io

7.2 Communication & escalation

In case of questions or escalation, the Principal User may contact Service Management at servicemanagement@novationgroup.com on the next Business Day.