

Service Level Agreement

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Introduction

Quibim will use commercially reasonable efforts to maximize the availability of the Eligible Products and provide performance standards as detailed below.

This Service Level Agreement ("**SLA**") applies only to Eligible Products hosted on Microsoft Azure.

Definitions

- **"Eligible Products"** refers to advanced analysis software tools available in the Quibim portfolio, including QP-Prostate®, QP-Brain®, QP-Liver® and QP-Insights®.
- "Force Majeure" means any events or circumstances, or any combination of such events or circumstances, generally accepted principles, including, without limitation, acts of God, floods, terrorist attacks, embargo, war, nuclear, chemical or biological contamination or sonic boom.
- "Scheduled Uptime" means the total minutes in a month that the service should be available.
- "Downtime" is defined as the total number of minutes during the month that the entire service was unavailable due to un-scheduled downtime and emergency maintenance. A minute is considered unavailable if all of your continuous attempts to establish a connection to the QP-Care cloud platform within the minute fail. Downtime does not include partial minutes of unavailability or scheduled downtime for maintenance and upgrades.
- **"System Availability**" means the percentage of time in a month that the Eligible Products are available.
- "**Incident**" means the inability of the Eligible Products to operate in accordance with the Documentation.
- "Response". Quibim will respond to a reported incident, making its best efforts to respond within the time set out in the Incident Priority Matrix below (calculated from the Ticket Creation Time).
- "Resolution". Quibim will restore the service (getting the customer working again using whatever means necessary and fixing the underlying problem afterward), making its best efforts to resolve within the time set out in the Incident Priority Matrix (calculated from the Ticket Creation Time until Ticket Resolution).
- "Ticket Creation Time" means the time the ticket is logged by an End-User with Quibim's helpdesk.

"Ticket Resolution" means the time Quibim informs End-Users that an incident has been resolved.

"Working Day" refers to any day on which banks are ordinarily open for the transaction of normal banking business in Valencia (Spain) or NY (USA). The cities to be mentioned will depend on CS resources.

Service Levels

System Availability

The Objective for System Availability: 99.5 %

The following exceptions shall apply to the calculation of the performance percentage:

- I. Scheduled maintenance windows.
- II. Any force majeure event, including but not limited to natural disasters, war, acts of terrorism, or government action.
- III. Third-party's failures, such as cloud infrastructure or third-party services.
- IV. Network failures external to Quibim's control, including ISP outages.
- V. End-User equipment, software, or network configurations.
- VI. Misuse, unauthorized modifications, or use of the Eligible Products outside the terms of the Agreement.

A = % Availability.

B = Scheduled Uptime (60* hours per day * days per month).

C = Downtime in minutes.

$$A = \frac{(B-C)}{B} * 100$$

Quibim will not consider any delays, obstructions, or issues caused by the End User or third parties that affects Quibim's ability to solve problems promptly as downtime.

Incident Priority Matrix

Quibim will provide support services on working days, Monday through Friday, from 08:00 to 18:00 Central European Time and Eastern Time.

Severity	Effect on Service	Service Level Objective
Highest	Problem associated to unex-	Response SLA: 95% in <1h; 5x10
	pected results that potentially	
	pose a risk to patient management	Resolution SLA: 95% in <4h; 5X10

	(e.g. incorrect, inadequate or im-	
	precise results).	
	Eligible Product security problem associated with unauthorized access, loss of confidentiality, integrity, availability, or data.	
Severity 1	Production use of an Eligible Prod-	Response SLA: 95% in <2h; 5x10
(High)	uct is stopped or so severely impacted that the End-User cannot continue work or is strongly impaired; all users of the Eligible Product are affected.	Resolution SLA: 95% in <4h; 5X10
	e.g. Azure downtime, global issues sending studies / receiving results.	
Severity 2 (Me- dium)	Notable incidents on a running Eli- gible Product. Eligible features are unavailable with no acceptable workaround. Production use of the	Response SLA: 95% in <4h; 5x10
	Eligible is continuing in some areas.	Resolution SLA: 95% in <48h; 5x10
	e.g. results not available for multi- ple studies, unable to send/upload multiple studies for analysis, issue with users' access.	
Severity 3 (Low)	Moderate incidents on a running Eligible Product – some Eligible	Response SLA: Next Business Day (NBD)
	Product features are unavailable to a limited number of users. e.g. results not available for isolated studies, unable to send/upload specific studies for analysis	Resolution SLA: 90% in < 8 Working Days
Severity	Request information, cosmetic	Response SLA: Next Business Day
4 (Low-	software defects, requests for	(NBD)
est)	documentation, clarification re-	
	garding the Eligible Product, but	Resolution SLA: 90% in < 16 Work-
	there is no impact on the opera-	ing Days
	tion of the Eligible Product.	

Service Credits

Service credits will not be awarded under this SLA.

Logging an Incident or Request

You must submit a support ticket to Quibim immediately upon becoming aware of any event that affects System Availability.

The Quibim Service Desk will be available 24/7 to log any incident or request.

Service Desk https://quibim.atlassian.net/servicedesk/customer/portal/3

To request your login credentials and access instructions, please contact us at:

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