Service Level Agreement

Version dated 13/04/2021

This service level agreement (the "SLA") is applicable to the Agreement between the Company and the Customer and forms an integral part of the Agreement.

1. Definitions

1.1 In the SLA:

- "Availability" means the state where the Service has external connectivity;
- "Business Day" means any day other than a Saturday, Sunday or a public holiday in the country or region where the seat of the Company is located;
- "Business Hour" means an hour when the Company is open for business on a Business Day as set out on the Website;
- "Monthly Uptime Percentage" is calculated by subtracting from 100% the percentage of minutes during any monthly cycle in which the Service has no Availability (unless otherwise set out in the offer, the monthly cycle starts on the first of each month);
- "Service Commitment" means the Service being available with a Monthly Uptime Percentage of 99.0%;
- "Service Credit" means the compensation that the Customer is entitled to in case of a failure by the Company to comply with the Service Commitment;
- "Service Request" means a service request lodged by a User to solve an issue and transmitted through the following channels:
  - email: support@osimis.io
  - phone: +32 4 242 90 05
  - support system: https://osimis.io/en/support
- "User" means a user who is authorised to use the Software.

2.   Service Commitment

2.1
The provisions set out in this article only apply if and to the extent the Company provides a hosting service on its own managed infrastructure (at the exclusion of any infrastructure managed by the Customer or under the supervision of the Customer).

2.2
If the Company provides the Customer with a service to host the Software or Customer data, the Company will use reasonable efforts to comply with the Service Commitment. In the event the Company does not comply with the Service Commitment, the Customer will be eligible to receive a Service Credit from the Company.

2.3
Service Credits are calculated as a percentage of the total fees allocated to the hosting service (unless specified otherwise in the offer, those will be the recurring annual fees) paid by the Customer and applied to the monthly cycle in which the Company failed to comply with the Service Commitment:

Monthly Uptime Percentage	Service Credit percentage
Less than 99.0% but equal to or greater than 98.0%	10%
Less than 98.0%	25%

2.4
The Customer must request the Service Credits in writing, with proof that the Service Commitment was not complied with for a certain month, within three months following the month concerned. At the end of the Agreement, the Customer must invoice open Service Credits within three months following the end of the Agreement.

2.5
Service Credits constitute the sole legal remedy of the Customer towards the Company for failure by the Company to comply with the Service Commitment.

3. Exclusions

3.1
The Service Commitment does not apply in case of no Availability:

- caused by factors outside the Company's reasonable control including any force majeure event or failure to obtain internet access or related problems beyond the demarcation point of the Service;
- resulting from any actions or inactions of the Customer or any third party;
- resulting from the Customer's equipment, software or other technology or third-party equipment, software or other technology (other than third-party equipment within the Company's direct control);
- arising from the suspension or termination of the Customer's right to use the Service in accordance with the Agreement; or
- due to scheduled technical maintenance.

4. Maintenance

4.1
The Company undertakes to notify the Customer within a reasonable period of time of any scheduled technical maintenance on the Software.

4.2
The Customer acknowledges that the Service will have no Availability during scheduled technical maintenance on the Software.

5. Responsibilities

5.1

The Customer must:

- give and manage access to the Software for the Users;
- ensure that the Users use the Software with care, for the intended purposes only and in compliance with the applicable documentation;
- ensure that the Users use the latest maintained versions of internet browsers as well as the latest maintained versions of operating systems to maximise compatibility and adhere to security best practices;
- ensure that the Users are informed about the support procedures as set out in the SLA;
- if applicable, redirect the Users to the relevant documentation for the use of the Software;
- ensure that Users who benefit from admin roles provide other Users with first level support (i.e. access management, password management, explanations on the features of the Software, etc.);
- if the Patients Portal module is activated, provide external Users with first level Support (i.e. access management, password management, explanations on the features of the Software, etc.).

6. Support

6.1

The provisions of this article apply only if and to the extent the Company provides the Customer with support on the Software.

6.2

Where an issue arises in the use of the Software, the Customer must ensure that Users lodge each issue through a Service Request, indicating the appropriate level of priority and describing the issue with a reasonable level of detail. The Customer must inform the Users about the procedure to lodge Service Requests. The Company's support team is under no obligation to respond to or solve issues lodged through incomplete Service Requests or transmitted through other means than a Service Request.

6.3

Support is provided at the "Basic" level (unless otherwise set out in the offer).

6.4

The Customer acknowledges that members of the Company's support team:

- may override the priority level set by the User in case it does not conform with the respective priority description;
- may indicate to the User that the issue must be considered as a specification for a new feature (subject to a potential offer from the Company).

6.5

The Customer acknowledges that the Company complies with its support commitment if:

- a member of the support team provides a written acknowledgement of receipt to the User within the corresponding response time (as set out in the table below), the time period starting at the time of a User's submission of a Service Request;
- a member of the support team confirms in writing to the User that the problem has been resolved within the corresponding resolution time (as set out in the table below), the time period starting at the time of acknowledgement of receipt.

Priority	Priority description	Response time	Resolution time
Highest	A significant number of critical functions are unavailable or there is an impossibility by any reasonable means for a significant number of Users to access the Software	Basic: 1 Business Day, Premium: 4 Business Hours	Basic: 2 Business Days, Premium: 1 Business Day

High	Several critical functions are unavailable or there is an impossibility by any reasonable means for one or several Users to access the Software	Basic: 1 Business Day, Premium: 4 Business Hours	Basic: 4 Business Days, Premium: 2 Business Days
Medium	Non-critical functions (e.g. access rights management, access rights configuration, etc.) of the Software are unavailable for a significant number of Users	Basic: 2 Business Days, Premium: 1 Business Day	Basic: 30 Business Days, Premium: 15 Business Days
Low	Cosmetic annoyance, layout issues or instructions on how to use the Software	Basic: 12 Business Days, Premium: 6 Business Days	Basic: 60 Business Days, Premium: 45 Business Days

Other questions?

At Osimis, we strive to be as transparent as possible when it comes to legal matters.
Please contact us anytime with your questions.

Contact us