



Incidence Management & Service Level Agreement

Version 1.1



1. DEFINITIONS.

1.1. "Priority 1 Incident" means a defect, non-conformity, or problem that is a critical or high priority because of its impact or urgency; for example, it may be (a) preventing the use of a critical function of a SaaS Solution, or (b) any security threat or hack, vulnerability detection (c) causing unscheduled downtime

1.2. "Priority 2 Incident" means a defect, non-conformity, or problem that is a moderate priority because of its impact or urgency; for example, the SaaS Solution is operating, but one or more minor functions are limited, restricted, or impaired.

1.3. "Priority 3 Incident" means any defect, non-conformity, or problem that is not a Priority 1 Incident or a Priority 2 Incident.

2. SCOPE. phamax shall provide Support Services in accordance with the terms of phamax's general support offering to its customers and the terms set forth in this Exhibit, which services shall include, without limitation and as applicable, assistance with implementation, configuration, maintenance and training with respect to any SaaS Solution and Enhancements thereto, provided that, in the event of a conflict between phamax's general support offering and the terms set forth in this Exhibit, the terms set forth in this Exhibit shall control.

3. HOURS. phamax shall provide Support Services eight (8) hours per day, five (5) business days per week. However, any business-critical incidence (Priority 1) on case-to-case basis is supported on 24x7.

4. INCIDENT HANDLING.

4.1. Reporting and Classification. Client shall report Incidents (as defined herein) to the phamax via phamax-established mechanisms via e-mail ariya@phamax.ch . An "Incident" is an unplanned interruption, or a reduction in the quality, of the operation of any SaaS Solution. Client shall have the right to classify and re-classify the priority level of each reported Incident as either a Priority 1 Incident, a Priority 2 Incident, or a Priority 3 Incident.

4.2. Incident Tracking. When reported to phamax, phamax will log the reported Incident, thereby creating an "Incident Report", and provide the Client with an Incident tracking number. The Incident Report minimally shall contain, to the extent provided by Client or known by phamax, the following information: (a) version of the affected SaaS Solution; (b) name, e-mail address, and telephone number for the Client individual responsible for working with phamax to resolve the Incident; (c) description of the Incident; and (d) priority level of the Incident. phamax shall not close an Incident Report unless Client agrees that the underlying Incident has been resolved.

4.3. Escalation of Unresolved Incidents. If the Client believes that an Incident is not being timely or appropriately addressed by phamax, Client shall have the right to escalate the handling of such Incident in accordance with the following escalation path:

Escalation Level	Phamax Representative
Level 1	Pramod.n@phamax.ch
Level 2	Anand.patil@phamax.ch
Level 3	Behsad.zomorodi@phamax.ch

Promptly following the Client's reasonable request from time to time, phamax shall provide contact information (e.g., e-mail address and business telephone number) for each of the phamax representatives identified in the above table. In addition, if requested by the Client, phamax shall timely provide an appropriate technical resource from phamax to coordinate and oversee resolution of any escalated Incident. If appropriate for the



situation, the Client and the phamax-assigned technical resource coordinator shall have daily status update conference calls until the Incident has been resolved.

5. ENHANCEMENTS.

5.1. General.

- (a) **Development Obligation.** phamax shall regularly develop and timely make available to Client Enhancements to each SaaS Solution that: (i) generally improve the features and functions of the SaaS Solution; (ii) address Incidents reported by the Client and incidents reported by other phamax customers; (iii) enable compliance with Applicable Laws (e.g., the Americans with Disabilities Act); (iv) enable compliance with industry best practices for privacy and security; and/or (v) are necessary to maintain compatibility with: (1) Third-Party components of a SaaS Solution, including Enhancements to such Third-Party components; (2) commonly used Internet browsers, including Internet Explorer/Edge, Chrome, Firefox, and Safari; or (3) changes to the database software, operating system software (e.g., Microsoft Windows), or other relevant components of the hardware and other infrastructure on or with which the SaaS Solution operates as documented in the Documentation, an Order, or release notes published by phamax.
- (b) **Testing.** Client shall have the right to test each Enhancement. phamax agrees that a back-out strategy is required for each Enhancement and further agrees to work with the Client to define a back-out strategy for each Enhancement before it is placed into production.

5.2. Implementation of Enhancements. As part of its Support Services obligations, phamax shall support the Client's implementation of each Enhancement, which support shall include, without limitation, working with the Client to develop a testing strategy for the Enhancement (see Section 5.1(b) of this Exhibit) and retrofitting software-based Deliverables (e.g., interfaces) so that they continue to operate with the SaaS Solutions as designed.

5.3. Reductions in Functionality. If phamax removes, limits, or disables any feature or function of a SaaS Solution that is material to Client and then being used by Client, then unless phamax simultaneously replaced such feature or function of the SaaS Solution with a substantially equivalent feature or function, at Client's request and at no cost or expense to Client, phamax promptly shall provide to the Client and thereafter support substantially equivalent replacement functionality (e.g., a customization) that is reasonably acceptable to Client.

5.4. Quality Assurance. phamax shall test each Enhancement before making it available to Client in accordance with phamax's then-current quality assurance program which, at a minimum, shall test for: (a) vulnerabilities and compliance with security coding and testing guidelines; (b) compatibility with supported versions of database software, operating systems software, browsers, and other relevant software components; and (c) any regression problems using existing Client usage and test cases and test data. phamax shall correct any defects, non-conformities, and other problems discovered during such testing and shall make each Enhancement available to Client only after such Enhancement has been approved by phamax in accordance with its quality assurance program. With respect to any Enhancement labeled in writing by phamax as an emergency fix intended to correct a Priority 1 Incident, phamax shall exercise best efforts to test such emergency fix in accordance with the requirements of this Section, and in all events shall conduct sufficient and adequate regression testing.

5.5. Release Notes. phamax shall provide release notes to the Client promptly following the availability of each Enhancement. Such release notes minimally shall describe the SaaS Solution changes included in the Enhancement and the software, hardware, or other items (if any) that the Client will be required to provide in order to access and use the SaaS Solution after implementing such Enhancement.



5.6. Supported Releases. phamax shall support: (a) the then-current Release and the prior Release of each SaaS Solution, and (b) each Release implemented by the Client for at least the duration of the applicable Order Term.

6. SUPPORT SERVICES HISTORY. phamax shall maintain in electronic form a Client-specific Support Services history. phamax shall provide to the Client real-time, web-based (or other mutually agreed format) access to the following information: (a) the number of Incidents reported by the Client to phamax's customer support center during the reporting period; (b) the date, time and subject matter of each Incident; (c) the priority of the reported Incident; (d) the name of the phamax staff member assigned to address the Incident; (e) the response provided for each Incident, including date and time response provided; and (f) the resolution of each Incident, including date and time resolved.

7. BULLETINS. Promptly after known by phamax, phamax shall notify Client of any known defect, non-conformity, or problem (whether discovered by phamax on its own or reported by another person, including another phamax customer) that is likely to adversely affect the use or operation of any SaaS Solution. phamax shall include in any such notice reasonable details about the defect, non-conformity, or problem, its impact, and recommended workarounds or solutions, if any. If requested by the Client, phamax shall create an Incident Report, and phamax thereafter shall comply with the terms of the Agreement governing the handling of Incidents.

8. CLIENT RESPONSIBILITIES. Client shall designate individuals within its organization who will be responsible for working with phamax on Support Services-related matters (*e.g.*, the handling of Incidents, implementation of Enhancements, etc.).

9. PRODUCT DEVELOPMENT.

9.1. Enhancement Requests. The Client may from time-to-time request that phamax develop enhancements to a SaaS Solution to, among other things, add Client-desired features and functions to the SaaS Solution. phamax shall in good faith and in a timely manner consider all enhancement requests submitted by the Client.

9.2. End-User Groups. phamax represents to Client that it established prior to the Client agreement Date and agrees that it will maintain following the agreement Date, at least one end-user group that: (a) meets at least once annually; and (b) provides a forum for phamax's customers to share experiences and best practices and provide input to phamax on its future product development efforts. phamax shall permit at least two (2) Client-designated representatives to participate in such end-user group(s).

SERVICE LEVEL AGREEMENT

1. **DEFINITIONS.**

1.1. **“Available”** (and derivatives thereof, including **“Availability”**) means the SaaS Solution is (a) accessible and usable by the Client and its Users, and (b) performing all intended functions with reasonable response times.

1.2. **“Final Resolution Time”** means the elapsed time between the time Client reports an Incident to phamax and the time as of which phamax provides to Client a permanent correction to the root cause of the Incident, thereby restoring the SaaS Solution to full functionality.

1.3. **“Initial Resolution Time”** means the elapsed time between the time Client reports an Incident to phamax and the time as of which phamax provides to the Client either: (a) a temporary solution or workaround that: (i) reduces the impact and urgency of the Incident, and (ii) is reasonably acceptable to the Client; or (b) a permanent correction to the root cause of the Incident, thereby restoring the SaaS Solution to full functionality.

1.4. **“MSL”** means minimum service level, and it represents the minimum expected level of performance for an SLA (e.g., 99.99% is the MSL for the SaaS Solution Availability SLA set forth herein). Certain MSLs are set forth herein, and MSLs for SLAs set forth in an Order will be set forth in such Order.

1.5. **“Response Time”** means the elapsed time between the time the Client reports an Incident to phamax and the time as of which phamax responds to the Client with an Incident ticket number.

1.6. **“RPO”** means recovery point objective, and it is a measure of the amount of data lost measured in time.

1.7. **“RTO”** means recovery time objective, and it is the maximum elapsed time for restoration of a service.

1.8. **“Scheduled Downtime”** means any time a SaaS Solution is not Available due to scheduled maintenance, which may be routine or emergent.

1.9. **“SLA Default”** means any failure by phamax to perform the Services in a manner that meets or exceeds (in a Client-favorable way) the MSL for an SLA. For clarity, the applicable Order may set forth the criteria required to establish an SLA Default.

2. **SLA.** phamax shall provide the SaaS Solution in a manner that meets or exceeds the MSL for each SLA. Except to the extent the parties agree otherwise in the applicable Order, each SLA shall be effective on the effective date of the applicable Order and shall be measured on a calendar month basis.

2.1. **SaaS Solution Availability.**

2.1.1. **General.** phamax agrees that each SaaS Solution shall be available ninety-nine and ninety-nine tenths percent (99.99%) of the time in a given calendar month, excluding Excused Downtime (as defined herein). **“Excused Downtime”** means periods of time during which a SaaS Solution is not Available due to: (a) subject to the restrictions set forth in Section 2.1.2 of this Exhibit, Scheduled Downtime; (b) voluntary downtime initiated by Client; (c) issues attributable to infrastructure components not supplied or managed by phamax (e.g., Client’s internal networks); or (d) except to the extent the downtime would have been prevented or avoided if phamax had planned for foreseeably likely events and/or timely implemented commercially reasonable workaround plans (including those contemplated in the DR/BC Plan), a Force Majeure.



2.1.2. Scheduled Downtime. phamax agrees that Scheduled Downtime (if any) must only occur (a) if routine, between the hours of 05:30 a.m., CET Time, and 09:30 a.m. CET Time, and with at least ten (10) days' prior written notice to the Client; and (b) if emergent (e.g., a critical security patch), with as much advance notice to the Client as is reasonably possible under the circumstances. Downtime that does not comply with the terms of this Section shall not be Scheduled Downtime for purposes of the Agreement.

2.2. Support Services. The Response Time, Initial Resolution Time, and Final Resolution Time SLAs are as follows:

Incident Severity	Response Time	Initial Resolution Time	Final Resolution Time	Status Updates
Priority 1 Incident	100% of Response Times are immediate (\leq five (5) minutes).	98% of Initial Resolution Times within two (2) hours.	98% of Final Resolution Times within five (5) days.	Every thirty (30) minutes through Initial Resolution Time. Every twelve (12) hours through Final Resolution Time.
Priority 2 Incident	100% of Response Times are within two (2) hours.	98% of Initial Resolution Times within one (1) day.	98% of Final Resolution Times within ten (10) days.	Every two (2) hours (or more often if requested by the Client) through Initial Resolution Time.
Priority 3 Incident	100% of Response Times are within one (1) Business Day.	98% of Initial Resolution Times within ten (10) Business Days.	Not applicable.	Updates provided upon reasonable request; notification of resolution.

3. MEASUREMENT AND REPORTING. phamax shall implement and use those SLA measurement and monitoring tools and procedures specified in the applicable Order or, if none are specified, then those SLA measurement and monitoring tools and procedures that are reasonably necessary to enable phamax to measure and report on its compliance with the SLAs. Periodically, phamax shall report to the Client in reasonable detail its performance with respect to each SLA during the specific period. In addition, promptly following the Client's request, phamax shall provide to the Client detailed supporting information regarding phamax's performance (and measurement of its performance) with respect to the SLAs so that Client can independently verify phamax's actual performance.

4. SLA CHANGES.

4.1. New SLAs. Subject to the further terms of this section, Client shall have the right to add a new SLA for a SaaS Solution, or to modify an existing SLA for a SaaS Solution, by sending a written request to phamax, in which case the parties shall engage in good faith negotiations in an effort to reach agreement on the definition, MSL, measurement methodology, and other aspects of the new or modified SLA, within sixty (60) days following phamax's receipt of Client request for the new or modified SLA. The effective start date for the new or modified SLA will be the first full calendar month following the date on which the parties have reached agreement on the new or modified SLA.

4.2. Baselineing. If, in connection with establishing the MSL for a new SLA or modifying the MSL for an existing SLA, adequate historical performance measurements are not available to the parties, then at either party's



request, phamax shall measure its monthly performance of the applicable SaaS Solution commencing no later than thirty (30) days after the date the request was delivered by one party to the other. After performance measurements have been taken for three (3) months (each such three (3)-month period, a “**Baselining Period**”), the MSL for the new or modified SLA shall be established as the average of the measurements taken during the Baselining Period, provided that the parties agree the MSL shall not be lower than the level that enables compliance with Applicable Laws, if the new or modified SLA is intended to measure compliance with Applicable Laws. If phamax fails to provide one or more monthly measurements during the Baselining Period, the missing measurement(s) shall be equal to the highest of the actual measurements.

4.3. Discontinued SLAs. The client may discontinue an SLA upon written notice to phamax.