



Service Levels and Support Agreement

This Service Levels and Support Agreement (“**SLA**”) amends and is incorporated into Labster’s Software Access Agreement by and between Labster and Customer (“**Customer**” as identified in the applicable Order).

1. **Definitions.** Unless explicitly stated otherwise in this Section 1, Capitalized terms found in this SLA shall have the meaning set forth in the Software Access Agreement.
2. **Service Levels.** Subject to the terms and conditions of this Agreement, Labster will use commercially reasonable efforts to make the Services available at least ninety-nine and one half percent (99.5%) of the time as measured over the course of each calendar quarter during the Term (each such calendar month, a “Service Period”), excluding unavailability as a result of any of the Exceptions described below in Section 2 (the “Availability Requirement”). “Service Level Failure” means a material failure of the Services to meet the Availability Requirement. “Available” means the Services are available for access and use by Customer and its Authorized Users over the Internet and operating in material accordance with the Specifications.
3. **Exceptions.** For purposes of calculating the Availability Requirement, the following are “Exceptions” to the Availability Requirement, and neither the Services will be considered un-Available nor any Service Level Failure be deemed to occur in connection with any failure to meet the Availability Requirement or impaired ability of Customer or its Authorized Users to access or use the Services that is due, in whole or in part, to any: (a) act or omission by Customer or any Authorized User, or access to or use of the Services by Customer or any Authorized User, or using Customer's or an Authorized User's Access Credentials, that does not strictly comply with this Agreement and the Specifications; (b) Customer's or its Authorized User's internet connectivity; (c) Force Majeure Event; (d) failure, interruption, outage, or other problem with any Customer Systems, or other matter not supplied by Labster pursuant to this Agreement; (e) Scheduled Downtime (as defined below); or (f) disabling, suspension, or termination of the Services pursuant to Section 2.4 of the Agreement.
4. **Scheduled Downtime.** Labster will use commercially reasonable efforts to: (a) schedule downtime for routine maintenance of the Services between the hours of 7AM and 10AM GMT; and (b) give Customer at least twenty-four (24) hours prior notice of all scheduled outages of the Services (“Scheduled Downtime”).
5. **Support Services.** The Services include Labster's standard customer support services (“Support Services”) available at <https://help.labster.com/en> (or a successor website address), via email to customer.support@labster.com, or via the live chat function within the Services. Support Services resolution times are dependent on the severity level that the Labster support team assigns to the request. Labster will use commercially reasonable efforts to resolve reported issues within the applicable Request Resolution Time (as set forth in Section 4.2 below) for the severity level of the issue, as set forth below:
6. **Response and Resolution.**
 - 6.1. **Problem Severity Levels 1 and 2.** If a Problem Severity Level 1 or 2 request cannot be corrected to the reasonable satisfaction of the requestor within the Request Resolution Time after the requestor makes the initial request for Technical Support, Labster will:

- 6.1.1. Promptly escalate the request to Labster's technical support management;
- 6.1.2. Continue to take all available actions which will most expeditiously resolve the request;
- 6.1.3. Provide timely reports to the requestor of the steps taken and to be taken to resolve the request, the progress to correct, and the estimated time of correction until the request is resolved; and
- 6.1.4. Provide increasing levels of technical expertise and Labster management involvement, as needed, in finding a solution to the request until it has been resolved.
- 6.2. **Problem Severity Levels 3 and 4.** If a Problem Severity Level 3 or 4 request cannot be corrected to the reasonable satisfaction of the requestor within the Request Resolution Time after the requestor makes the initial request for Technical Support, Labster will nonetheless continue to work to resolve the request in an expeditious manner.
- 6.3. **Technical Support Problem Severity Levels.**
 - 6.3.1. **Problem Severity Level 1.**
Description: This Problem Severity Level is associated with: (a) one or more components of the Services are non-functional or not accessible; (b) unauthorized exposure of all or part of the Customer Data; or, (c) loss or corruption of all or part of the Customer Data.
Request Response Time: One (1) business day
Request Resolution Time: Two (2) business days
 - 6.3.2. **Problem Severity Level 2.**
Description: This Problem Severity Level is associated with significant and/or ongoing interruption of an Authorized User's use of one or more components of the Services and for which no acceptable work-around is available.
Request Response Time: One (1) business day
Request Resolution Time: Ten (10) business days
 - 6.3.3. **Problem Severity Level 3.**
Description: This Problem Severity Level is associated with minor and/or limited interruption of an Authorized User's use of one or more components of the Services.
Request Response Time: Two (2) business days
Request Resolution Time: On a case-by-case basis as determined by Labster in its sole discretion.
 - 6.3.4. **Problem Severity Level 4.**
Description: This Problem Severity Level is associated with general questions pertaining to the components of the Services, or other issues which are not included in Problem Severity Levels 1, 2, or 3.
Request Response Time: Two (2) business days
Request Resolution Time: On a case-by-case basis as determined by Labster in its sole discretion.
- 7. Data Backup. Notwithstanding Labster's obligations set forth in Section 8.1 of the Agreement, the Services do not replace the need for the Customer to maintain regular data backups or redundant data archives. LABSTER HAS NO OBLIGATION OR LIABILITY FOR ANY LOSS, ALTERATION, DESTRUCTION, DAMAGE, CORRUPTION, OR RECOVERY OF CUSTOMER DATA.

8. **Minimum System Requirements.** Operating the Services requires minimum system requirements detailed at:

<https://help.labster.com/en/articles/1077008-what-are-the-minimum-system-requirements-for-labster-simulations>.

Such requirements may be updated from time-to-time as provided for at such, or its successor, page.