

GENEO SOFTWARE LIMITED

COMBINED SERVICE LEVEL AGREEMENT: GEN-OPS 1, TEMPO AND my-CI

This is the Combined Service Level Agreement ("**Service Level Agreement**") referred to in the Combined Licence Agreement relating to the supply of the GEN-OPS 1, TEMPO and my-CI software applications (or any combination thereof, as set out in the Key Information Sheet) (together the "**Software**") by GENE Software Limited to the Customer and (where applicable) to Authorised Users.

This Combined Service Level Agreement is subject and supplemental to the following terms and conditions:

- (i) the GEN-OPS 1 Licence Terms and Conditions of Use (Issue Date: September 2022);
- (ii) the TEMPO Licence Terms and Conditions of Use (Issue Date: September 2022); and
- (iii) the my-CI Licence Terms and Conditions of Use (Issue Date: September 2022),

(together the "**Terms and Conditions**").

Capitalised terms used but not defined in this Service Level Agreement shall have the meanings given to such terms in the Key Information Sheet and the Terms and Conditions. In the event of any conflict between the components of the Terms & Conditions, the Terms and Conditions applicable to each software application shall prevail in relation to the maintenance and support of that part of the Software.

1. MAINTENANCE SERVICES

- 1.1 The Supplier shall monitor and maintain the Software licenced to the Customer for the duration of the Licence Term with the intention of maintaining its performance materially in line with the Software Specifications set out in the Key Information Sheet. The Supplier makes no warranty that the Customer's access to the Software or the Hosting Services will be continuous or error free.
- 1.2 During scheduled Maintenance Events or Emergency Maintenance, the Supplier may, at its sole discretion, upgrade the Software (including adding functionality), install error corrections and/or apply security or other patches to the Software or to the supporting hosted systems.

The Supplier may require Authorised Users to update the copy of the my-CI Application they have downloaded. If Authorised Users choose not to install such updates or opt out of automatic updates (where available) they may not be able to continue using the my-CI Application and/or the Hosting Services.

- 1.3 The Supplier's obligation to maintain the Software shall be limited to maintaining the latest technical release of the standard version of the relevant Software. Any additional functionality within the Software detailed in the Key Information Sheet shall be maintained by the Supplier at the request of the Customer and on the terms set out in the Key Information Sheet.
 - 1.4 In addition to maintaining the Software, the Supplier shall carry out a monthly review of the software utilised within the infrastructure stack within which the Software is hosted. If such a monthly review identifies that an updated version of any utilised software is available and is compatible with the Software and the other software utilised within the infrastructure stack, the Supplier shall take such steps as are necessary to procure that the new version is installed within the infrastructure stack as soon as practicable as a scheduled Maintenance Event.
 - 1.5 The Supplier makes no warranty that the Software will connect to or integrate with any of the Customer's other software and databases. If and to the extent that the Customer notifies the Supplier that any part of the Software is required to connect to or integrate with the Customer's other software and databases, and the Supplier has agreed to facilitate such integration or connection, the Customer shall provide to the Supplier, or shall procure that the relevant software providers provide to the Supplier, such data integration tools and other support as is required by the Supplier to facilitate this.
2. **TIMING OF MAINTENANCE EVENTS**
 - 2.1 Maintenance of the hosting equipment, the Supplier's website, the Software or any other aspects of the Hosting Services that will or are reasonably expected to result in interruption of the Hosting Services (all "**Maintenance Events**") shall not be performed by the Supplier during Normal Business Hours.
 - 2.2 Notwithstanding the generality of paragraph 2.1 of this Service Level Agreement, the Supplier may perform any Maintenance Events during Normal Business Hours if the Supplier reasonably considers such Maintenance Events to be immediately required to address a Denial of Service, Serious Fault or a Security Breach ("**Emergency Maintenance**"). The Supplier shall use its reasonable endeavours to ensure that any Emergency Maintenance is carried out as quickly as practicable.
 - 2.3 The Supplier may interrupt the Hosting Services or the Software at any time outside Normal Business Hours for scheduled Maintenance Events, Emergency Maintenance or other unscheduled Maintenance Events and for testing.
 - 2.4 The Supplier shall notify the Customer's Nominated Contact by email of any scheduled Maintenance Events that are expected to affect the availability of the Hosting Services for more than two hours in any twenty four hour period.
 3. **CUSTOMER REPORTING OF FAULTS**
 - 3.1 Should the Customer determine that the Software or any part of it includes a fault or is unable to access the Hosting Services (other than by reason of the Customer's access to the internet being disrupted or an Authorised User having failed to download an available update of the my-CI Application), the Customer may at any

time file error reports through the customer service icon provided by the Supplier within the Software.

If the Customer opts to disable the customer service icon or if the customer service icon is inoperative, the Customer may alternatively notify the Supplier of any fault by email to support@geneo.co.uk. Any faults reported by email will be dealt with promptly by the Supplier but the target Supplier initial response times set out in clause 3.2 shall not apply.

Where a fault is a Denial of Service, Serious Fault or Security Breach, the Customer shall also notify the Supplier of the fault by phone on the relevant Customer Service Helpline:

GEN-OPS 1 and TEMPO: +44 (0)1926 423 132.

My-CI: +44 (0) 1926 956 002.

3.2 The Supplier shall use its reasonable endeavours to acknowledge and take steps to resolve any reported faults within the following target time scales:

Fault Level	Description	Customer Reporting	Supplier initial response time	Supplier target resolution time
Denial of Service	The Hosting Services are "down" and the Software is completely inaccessible by the Customer during Normal Business Hours.	By phone and via customer service icon	Within two Normal Business Hours of Customer Reporting	Four Normal Business Hours after the Supplier's initial response.
	IMPORTANT NOTE: Outside of Normal Business Hours the Hosting Services may be down for Maintenance Events.		Regular updates will be provided to the Customer until the fault is resolved. Customer co-operation may be required to resolve the fault.	The Supplier shall use its best endeavours to provide access to a functioning version of the Software within 24 hours of the Customer Reporting the fault. The Customer acknowledge

				s that this may require a temporary change to the Hosted Services.
Serious Fault	Operation of the Hosting Services is severely degraded OR Major components of the Software are not operational and use by the Customer cannot reasonably continue.	By phone and via customer service icon	Within four Normal Business Hours of Customer Reporting	Within 24 hours after the Supplier's initial response. The Supplier shall use its best endeavours to provide access to a functioning version of the Software within 24 hours of the Customer Reporting the fault. The Customer acknowledges that this may require a temporary change to the Hosted Services.
Security Breach	The security of any Customer Data has been seriously compromised by a breach of the security protocols within the Hosting Services. IMPORTANT NOTE: If the Supplier considers that the Security Breach is sufficiently serious it	By phone and via customer service icon	Within ten Normal Business Hours of Customer Reporting	Within five Business Days after the Supplier's initial response.

	may shut down the Hosting Services to prevent further breaches.		If the Hosting Services are shut down by the Supplier, daily updates will be provided to the Customer until the breach is resolved. The Supplier shall use its best endeavours to provide access to a functioning version of the Software within 24 hours of the Customer Reporting the fault. The Customer acknowledges that this may require a temporary change to the Hosted Services If the Hosting Services remain online, weekly updates will be provided to the Customer concerning progress towards resolution.	
Minor Faults	Certain non-essential features of the Software are impaired but the major components of the Software remain functional OR Errors that do not impact on functionality or are cosmetic and have little or no impact on the normal operation of the Software or the Hosting Services.	Via customer service icon	Within 16 Normal Business Hours of Customer Reporting.	N/A The Supplier may, at its discretion, address the fault in the next version of the Software or by applying an update to the Software

- 3.3 The Customer's sole remedy for a failure by the Supplier to resolve any reported fault within the target response times detailed above shall be the use by the Supplier of reasonable endeavours to remedy the relevant fault as soon as practicable.
- 3.4 Where any reported fault is attributable to a defect in the provision of the Hosting Services, the targets set out in paragraph 3.2 shall not apply and the Supplier's obligations in respect of such a fault shall be governed solely by the Hosting Terms.

- 3.5 Any Customer Data transferred via the customer service icon within the Software or sent via email shall be provided by the Customer at its own risk and shall be subject to any security policy terms applied by the third party provider of such customer service function or email exchange. The Supplier currently uses a Fresh Desk application. For a copy of the Fresh Desk Security Policy see <https://freshdesk.com/security>.

4. Emails to support@geneo.co.uk must be sent via the Customer's own email server and not via employees' personal email servers.

5. CUSTOMER TRAINING AND SUPPORT

- 5.1 If the Supplier (acting reasonably) determines that a customer service report or request raised by the Customer pursuant to paragraph 3 of this Service Level Agreement does not arise from a fault in the Software or the Hosting Services but from the Customer's incorrect or incomplete use of the Software, the Supplier shall treat such report or request as a training and support matter. Unless otherwise set out in the Key Information Sheet, any training and support matters shall be referred to the Customer's Nominated Contact (as specified in the Key Information Sheet).

6. REPORTS

- 6.1 The Customer may at any time during the term of their licence request audit logs of user creation and permissions editing activity carried on by the Customer's Authorised Users within the GEN-OPS 1 or TEMPO applications, if and to the extent that these comprise part of the licenced Software. Requests shall be made by email to support@geneo.co.uk and must be sent via the Customer's own email server and not via employees' personal email servers.

- 6.2 Requested audit logs shall be provided within 5 Business Days of receipt of a request. The Customer shall be entitled to make four requests per Licence Year within the scope of the Licence Fee. Any further requests made within a Licence Year shall be charged at £250 plus VAT per request.

- 6.3 For the avoidance of doubt, audit logs shall not be made available in relation to Authorised User activity within the my-CI Application unless the Key Information Sheet states that the Supplier shall provide the same, whether on the same terms as this clause 6 or alternative terms.

7. BACK-UP, ARCHIVING AND RECOVERY

- 7.1 The Supplier shall perform scheduled back-ups of Customer Data stored within the Hosting Services using the Amazon Relational Database Service. Any Customer Data that is backed up shall be maintained for no more than 5 days.

- 7.2 If the Customer requires access to any backed-up Customer Data, the Customer must provide a written instruction to support@geneo.co.uk requesting access to the Customer Data (if any) stored within the Hosting Services as at a specified date and time (the "**Snap Shot Date**"). No Customer Data can be retrieved more than 5 Business Days after the Snap Shot Date, and no request for recovery will be accepted from a Customer more than 4 days after the Snap Shot Date.

- 7.3 Upon receipt of a request for access to any backed-up Customer Data pursuant to paragraph 7.2 and subject to payment of the relevant retrieval fee, the Supplier shall use its reasonable endeavours to provide the Customer's Nominated Contact with access to the relevant Customer Data. The Supplier's target accuracy for any Customer Data recovered is to within one hour of the Snap Shot Date, but the Supplier makes no warranty as regards the accuracy or completeness of any recovered Customer Data.
- 7.4 The Supplier reserves the right to charge a reasonable fee for any restoration of Customer Data from back-up required as the result of any act or omission of the Customer, its officers, employees, contractors or agents or any other Authorised User, save where such act or omission was in accordance with the Supplier's instructions.
- 7.5 Emails to support@geneo.co.uk must be sent via the Customer's own email server and not via employees' personal email servers.
8. **POST-TERMINATION ACCESS TO CUSTOMER DATA WITHIN GEN-OPS 1 OR TEMPO**
 - 8.1 The following provisions apply only to the GEN-OPS 1 and TEMPO applications and any Customer Data held therein, if and to the extent that these applications comprised part of the Software licenced to the Customer.
 - 8.2 In order to facilitate a smooth transition of data following termination of a Licence, for a period of six months following the date of termination of the Customer's licence to use any part of the Software (the "**Grace Period**"), the Customer shall be entitled to a royalty free licence to access a restricted version of the Software (the "**Restricted Version**"). The Restricted Version shall allow the Customer to access read-only versions of its Customer Data stored within the relevant Software and to export copies the same.
 - 8.3 If, at the expiry of the Grace Period, the Customer requests continued access to the Restricted Version the Supplier reserves the right to charge a reasonable fee in advance for such continued access for such additional period of time as the Customer and the Supplier may agree. If the Customer requires continued access to the Restricted Version following expiry of the Grace Period, it must notify the Supplier in writing not less than thirty (30) days prior to the expiry of the Grace Period. A failure by the Customer to notify the Supplier of the Customer's request to extend the Customer's right to access the Restricted Version beyond the Grace Period and/or a failure to pay any related licence fees may result in the permanent deletion of the Customer Data stored within the Restricted Version at the end of the Grace Period, as described in clause 8.3 below.
 - 8.4 Following expiry of the Customer's licence to access the Restricted Version, whether on the date of expiry of the Grace Period or after such longer period of time as the Customer and the Supplier may agree in accordance with clause 8.2 above, the Supplier shall be entitled to immediately commence deletion from the Hosted Services (including any back-up server) of the Customer Data.
 - 8.5 Notwithstanding the generality of clause 8.3, the Supplier shall permanently delete all Customer Data held within the GEN-OPS 1 or TEMPO Software from the Hosted

Services (including any back-up server) within 60 days of expiry of the Customer's licence to access the Restricted Version, whether on the date of expiry of the Grace Period or after such longer period of time as the Customer and the Supplier may agree in accordance with clause 8.2 above.

9. DESTRUCTION OF CUSTOMER DATA WITHIN MY-CI APPLICATION

- 9.1 Upon termination of the Customer's licence to use the my-CI Application, the Customer will have no right to continue to access the Application or any Customer Data stored within the Application or the Hosted Services.
- 9.2 The Supplier shall permanently delete all Customer Data held within the my-CI Application from the Hosted Services (including any back-up server) within 60 days of expiry of the Customer's licence to access the my-CI Application.