

Service Level Agreement (SLA)

Document: SLA eFertility products

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1. Introduction and principles

This agreement ensures that both the customer and the supplier have a clear understanding of their mutual responsibilities and expectations throughout its duration.

This agreement describes the most important elements of the service: both the handling of reported incidents and the execution of the work.

The agreement relates to the supplier's product(s) purchased by the customer. Other products are not supported by the vendor.

Supplier shall be responsible for:

1. Providing second- and third line technical support, including limited functional guidance related to the supplier's software products.
2. Providing information about the supplier's products.
3. Managing, maintaining and maintaining the above-mentioned facilities.

This agreement is valid for the duration of the initial signed agreement between supplier and customer.

1.1 Parties involved

Supplier

eFertility

Floridalaan 8

NL-3404 WV IJsselstein

Phone: +31 30 20 06 486

Daytime Support Desk Phone: +31 85 760 30 04

Email Support Desk: support@efertility.eu

Hereinafter referred to as eFertility.

Customer, hereinafter referred to as Clinic.

1.2 Definitions & abbreviations

Service	The activities and deliverables that eFertility is obligated to perform or provide under the terms of this agreement.
Authorized	The representatives of Clinic who as such in the Employees agreement for this purpose are designated to carry out actions on behalf of Clinic.
(Final)-Users	The employees of Clinic, also named superusers.
Recovery Time	The time, measured and determined by eFertility, between Clinic's notification of an Incident and eFertility's notification to Clinic that the Incident has been resolved.
Response time	The period between the moment a service request or incident is received by the Support Desk and the moment the first meaningful response is provided to the authorized contact at the Clinic. This response may include acknowledgment of the issue, a request for additional information, or the initiation of diagnostic or resolution activities.
Incident	Unplanned interruption to a service, or a reduction in the quality or performance of a service, that affects the normal operation of the eFertility products. This includes system errors, malfunctions, or failures that prevent users from performing expected tasks or that degrade system functionality.
An application	Is the set of software and procedures specifically designed for a particular action, business process or task. The data necessary for the performance of the action, business process or task is stored in one or more digital data files that are part of the application (eBase and/or eWitness).
Service window	Monday to Friday, from 09.00 to 17.00 (CET/CEST) As for the Time Zone: The service window is based on the local time in the Netherlands, which observes Central European Time (CET, UTC+1) during standard time and Central European Summer Time (CEST, UTC+2) during daylight saving time. Exclusions: Support services are not provided on Dutch national public holidays.
Notification	A registration of an Incident under a unique registration number.
Workaround	Action that is offered as a temporary solution for bridging the period until the provision of the final solution.
Patch	Maintenance update to eFertility Products that fixes Medium and High incident types.
Release Update	Updates to eFertility Products that releases new functionality and fixes Low type incidents.

1.3 Support Level Definitions

To ensure efficient and structured incident resolution, the following support levels are defined:

1. **First-Line Support (Level 1)**

This is the initial point of contact for users experiencing issues. Responsibilities typically include:

- Logging and categorizing incidents and service requests.
- Providing basic troubleshooting and resolution using predefined scripts or knowledge base articles.
- Escalating unresolved issues to second-line support.

2. **Second-Line Support (Level 2)**

This level handles more complex issues that cannot be resolved by first-line support.

Responsibilities include:

- In-depth technical and functional analysis of incidents.
- Resolution of product-specific issues requiring deeper knowledge of the Supplier's software.
- Liaising with development or third-line support when necessary.

3. **Third-Line Support (Level 3)**

This is the highest level of support, typically involving the Supplier's development or engineering teams. Responsibilities include:

- Addressing advanced or critical issues, including software defects and architectural problems.
- Implementing code-level fixes or patches.
- Providing long-term solutions and contributing to product improvements.

1.4 Applications included in the agreement

This SLA applies to all eFertility products, including **eWitness** and **eBase**. All associated modules and system integrations (couplings) are covered under this SLA framework.

3.Support Desk

3.1 Support Responsibilities

First-Line Support – Clinic Responsibility

The **Clinic** is responsible for all first-line (1st line) support activities. This includes:

- **Technical Support (On-Premise Installations):** Management of local infrastructure such as databases, servers, and network connections.
- **Functional Support:** Handling of work instructions, process-related questions, and functional inquiries that can be addressed by the clinic's designated key-users or super-users.

Second- and Third-Line Support – eFertility Responsibility

The **eFertility Support Desk** provides second-line (2nd line) and third-line (3rd line) support for issues directly related to eFertility products. This includes:

- **Incident Management:** Resolution of technical problems that fall outside the scope of the clinic's first-line responsibilities.
- **Information Requests:** The eFertility Support Desk will respond to information requests that fall outside the scope of the clinic's first-line support. This includes inquiries requiring in-depth product knowledge, clarification of complex system behavior, or access to documentation not available to key-users.
- **Requests for Change:** The Support Desk will process change requests that cannot be implemented by the clinic's key-users, such as configuration changes requiring system-level access, integration adjustments, or structural modifications to the application.

3.2 Support accessibility

The eFertility Support Desk is available during office hours, from 09:00 to 17:00 CET/CEST, Monday through Friday. Support can be reached via:

- Telephone: +31 85 760 3004
- Email: support@efertility.eu
- Support Portal: <https://efertility.atlassian.net/>

Incidents can be reported via email or directly through the support portal.

Function	Service Window	Telephone number	Email
Support team	09.00-17.00hrs (CET/CEST)	+31 85 7603004	support@efertility.eu

Function	Location
Support portal	https://efertility.atlassian.net/

3.3 Intake and registering

The Support Desk is responsible for registering all incidents and service requests. During registration, the following steps are performed:

1. **Assigning an identification number** (automatically generated by the system).
2. **Capturing basic data:** time, symptoms, authorized employee, and affected service.
3. **Completing request/incident details** with relevant context.

Requests are formally registered when the **information request** or **proposed change** is clearly defined and sufficiently detailed. This ensures efficient assessment, prioritization, and follow-up.

3.4 Incident management

Every contact made by an authorized employee of the Clinic to the eFertility Support Desk—whether by phone or email—is registered as a **call**. Each call is logged to monitor progress and ensure traceability.

Exclusions: eFertility shall not be responsible for incidents, service interruptions, or degraded performance that are caused by: (i) the Clinic's own infrastructure (including but not limited to local networks, servers, and databases not managed by eFertility), (ii) third-party systems or integrations not supplied by eFertility, (iii) incorrect or unauthorized use of the products by Clinic staff or end-users, or (iv) force majeure events or failures outside eFertility's reasonable control, such as internet backbone outages, hosting provider downtime, or government-imposed restrictions.

3.4.1 Categorization of Incidents

Incidents are initially assessed by the Support Desk and categorized based on urgency:

- **High (Very Urgent / Business-Critical)**
Failure of essential product components with no available workaround. Business operations are significantly impacted.
- **Medium (Urgent)**
Issues that hinder intended use but can be temporarily resolved with a workaround, alternative method, or instructions.
- **Low (Other Issues)**
All other non-critical matters related to the application.

If the Clinic disagrees with the assigned urgency, it must notify the Support Desk immediately. The Support Desk will then reassess the urgency in consultation with the Clinic.

3.4.2 Classification and Prioritization for incidents

The Support Desk, in consultation with the authorized employee, assigns a **priority level** based on:

- **Impact:** The degree to which normal service is disrupted.
- **Urgency:** The level of tolerance for delay by the user or business process.

The combination of impact and urgency determines the priority and corresponding response and resolution times:

Priority	Response time	Recovery time	Final solution
High	< 1,5 working hours	75% within 24 hours.	In the shortest possible time
Medium	< 8 working hours	75% within 5 working days	Next patch
Low	< 24 working hours	In consultation	Next release

If the incident involves hardware requiring replacement or repair, a workaround will be considered. In cases where the incident involves hardware managed by eFertility, the replacement or repair of such hardware shall be subject to availability.

SLA performance will be measured on a quarterly basis.

3.4.3 Resolution and recovery

The objective of Incident Management is to restore the service to the normal level as quickly as possible, as laid down in this SLA, with as few consequences as possible for the business processes.

After classification, it is checked whether a similar incident has occurred before and whether there is a solution. The solution can be: the final solution or a workaround where a final solution is implemented later. Depending on the configuration and processes, workarounds are proactively mapped per Clinic to prevent disruptions to their operations

3.4.4 Monitor progress

The Support Desk, as the owner of all incidents, has the responsibility for monitoring progress. In that case, it is also the task of the Support Desk to inform the authorized employee about the status of his incident. Feedback to the Clinic takes place after changing the expected lead time and in the event of escalation.

A Notification is Open when the authorized employee registers the Incident with the Support Desk.

A Notification is Solved when it has been determined by mutual agreement that the incident has been resolved. A Notification is Closed when the Support Desk, in consultation with the Clinic, decides to close the Notification. If the Clinic cannot be reached, or provides incorrect/incomplete information to the Support Desk, the clock will be stopped until the service desk has contacted the Clinic.

External Dependencies: eFertility shall not be liable for any failure to meet the response or recovery times set forth in this SLA to the extent such failure results from circumstances outside its reasonable control, including but not limited to third-party hosting provider issues, telecommunications disruptions, or the Clinic's failure to provide timely cooperation, remote access or accurate information.

3.5 Request Management

If no solution can be found internally by the clinic's designated functional or application manager, an authorized employee of the Clinic may submit a **service request** to the eFertility Support Desk.

A service request refers to any user-initiated inquiry requiring support beyond the clinic's first-line capabilities. This may include:

- Assistance with the effective use of system functionalities.
- Requests for information, documentation, or product-related guidance.
- Requests for changes, such as configuration adjustments or system-level modifications.
- Data support related to user actions or system behavior.

Service requests can be submitted via telephone or email. If further investigation or action is required, the Support Desk will communicate an expected response time to the authorized clinic contact.

Change Requests: Requests for Change (RFCs) that involve configuration adjustments, new integrations, or structural modifications are not covered by the SLA response and resolution times. Such requests will be handled under a separate change management process agreed with the Clinic.

Update and Maintenance Policy: Regular (scheduled) updates are carried out periodically and are tailored to the specific needs of each clinic. As a general rule, release updates are deployed outside of office hours but within the defined service window, unless otherwise coordinated with the clinic in advance.

In cases where urgent, high-priority issues arise, maintenance may exceptionally take place during office hours in the form of a patch. eFertility will make every reasonable effort to minimize any disruption caused by such maintenance activities and ensure they are as brief as possible.

4. Data processing and escalation

4.1 Processing of data

Insofar as eFertility in connection with the Services processes Personal Data stored by the Clinic in the Product, the Clinic is the Controller within the meaning of the GDPR and eFertility is the Processor.

eFertility's processing of Personal Data shall be governed by the terms of the Data Processing Agreement. In case of discrepancies between this agreement and the Data Processing Agreement, the data processing agreement shall prevail with regard to the processing of Personal Data. It is the Clinic's responsibility to secure external back-up of all data stored in the Product.

4.2 Escalation procedure

To ensure timely and effective resolution of incidents, eFertility maintains a structured escalation process. If an issue cannot be resolved within the expected time frame or requires higher-level attention, the following escalation levels apply:

Level 1: Support Team

- **Initial Point of Contact** for all incidents and service requests.
- Responsible for troubleshooting, resolution, and communication.

Level 2: Head of Support

- **Escalation Contact** for unresolved or complex issues.
- Oversees incident handling, coordinates with relevant technical teams, and ensures timely progress.
- Provides regular updates to the client and determines if escalation to management is necessary.

Level 3: eFertility Management

- **Final Escalation Level** for critical or prolonged issues.
- Engages in strategic decision-making, resource allocation, and client communication.
- Ensures that appropriate corrective actions are taken and that long-term solutions are implemented.

Escalations beyond the standard support process may be directed to the Head of Support or eFertility Management. The Support Team will provide the appropriate contact details upon request