

EYOTO	Identification	WI-54	Issue	0
	Title	Service Level Agreement - Version 0 (February 2023)		

Support Ticket Service Level Agreements

1. Purpose

The purpose of this SLA is to set out the process and timescales for responding to and resolving the CUSTOMER's support tickets.

2. References

Terms and Conditions
The Quote

3. Responsibilities

EYOTO	To use the same degree of priority and diligence with which EYOTO meets the support needs of its other similar customers ("Commercially Reasonable Efforts") to respond to issues raised by the CUSTOMER within the timeline set out in this SLA.
CUSTOMER	To promptly provide EYOTO with any reasonably requested information or access in a timely manner to aid EYOTO in resolving and/or responding to the TICKET(S) raised by the CUSTOMER. To promptly advise EYOTO of any faults or incidents as soon as they occur or as soon as the CUSTOMER becomes aware of them.


4. Definitions - All capitalised terms in this SLA shall have the meaning given to them in the Terms and Conditions and/or the Quote, unless otherwise defined herein.

SUPPORT DESK	The customer support function of EYOTO that manages the TICKET system and ensures contact with the CUSTOMER with the aim of resolving and/or responding to the issue within a commercially reasonable timescale.
PRIORITY LEVEL	The grading system for reported issues to determine response time, actions, and targeted resolution time.
RESPONSE TIME	The time in which a CUSTOMER TICKET is acknowledged by the SUPPORT DESK.
RESOLUTION TIME	The time duration from grading the TICKET to resolving the issue.
TICKET	An issue raised by a CUSTOMER via the SUPPORT DESK.
SLA	Service Level Agreement

5. Incident priority classification

5.1. Incidents will be classified in one of the following four PRIORITY LEVELS:

5.1.1 Level One (priority 1):

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- Product/s will not start or complete its intended operation; or
- Legally/regulatorily reportable incident or adverse event (a user of the Product (or a user's patient) has been injured or killed); or
- data breach: the loss or unintended dissemination of personal data (any information that identifies or relates to (1) EYOTO's CUSTOMERS and their personnel who use EYOTO's Products, software or services (e.g., medical practitioner, technician, customer staff) or (2) a patient of a CUSTOMER who receives treatment involving EYOTO's Products, software or services).

5.1.2 Level two (priority 2):

- A major function or process fails but PRODUCT still operates. The below examples are not exhaustive:
 - results obtained but not as expected; or
 - specific function not operating; or
 - data not reaching the EYOTO Cloud Portal.
- Important system component is unusable:
 - stand/cartridge
 - chin rest
 - monitor screen
- data corruption

5.1.3 Level three (priority 3):

- Intermittent failure of Product(s); or
- System or Product malfunction having frequent and minor impact; or
- Intermittent incident causing inconvenience; or
- A problem has been found which has no current impact on CUSTOMERS, or for which a correction is unavailable.

5.1.4 Level four (priority 4):

- Information passed on for information only or to ensure registration of the problem and clearance as appropriate.
- All other requests.

6. Target response times


- 6.1. EYOTO shall use Commercially Reasonable Efforts to respond to a CUSTOMER support TICKET with an acknowledgment of receipt email within 30 minutes of the TICKET raised provided that the TICKET is raised within the below stated operating hours, in line with the ascertained priority level as below.
- 6.2. UK service hours: Monday to Friday – 0900 – 1700 (excluding public holidays)
- 6.3. US service hours: Monday to Friday – 0900 – 1700 (CST) (excluding public holidays)
- 6.4. The applicable service hours referred to at paragraphs 6.2 and 6.3 above will be based on the location of the CUSTOMER.
- 6.5. Following the acknowledgment of receipt email (referred to at paragraph 6.1 above), EYOTO shall use Commercially Reasonable Efforts to meet the below target times for a follow-up email:

Level one – 1 hour

Level two – 1 working day

Level three – 3 working days

Level four – 5 working days

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7. Resolution commencement

- 7.1. EYOTO shall use Commercially Reasonable Efforts to commence working on the issue(s) raised based on the ascertained priority level as below (the references to working days below are to working days in the relevant territory set out at paragraphs 6.2 and 6.3 above):
- 7.1.1. Level one – 1-3 working days
 - 7.1.2. Level two – 1-6 working days
 - 7.1.3. Level three – 10-15 working days
 - 7.1.4. Level four - > 15 working days

8. Resolution

- 8.1. The time to resolution of the issue(s) raised will be dependent on a number of factors and EYOTO will use Commercially Reasonable Endeavours to resolve the issue(s) raised as quickly as possible with regard to:
- 8.1.1. severity of the impact to the CUSTOMER; and/or
 - 8.1.2. root cause of the issue; and/or
 - 8.1.3. available resource in EYOTO.

9. Exclusions

- 9.1. **Customer Cause** means any of the following causes:
- 9.1.1. any improper use, misuse or unauthorised repair or alteration of the Products by the CUSTOMER;
 - 9.1.2. any use of the Products by the CUSTOMER in a manner inconsistent with the instructions provided by EYOTO;
 - 9.1.3. the use by the CUSTOMER of any hardware or software or services not provided by EYOTO or approved by EYOTO for use by the CUSTOMER in connection with the Products; or
 - 9.1.4. the use of a non-current version or release of the software provided by EYOTO.
- 9.2. The CUSTOMER shall provide EYOTO with:
- 9.2.1. prompt notice of any faults which it becomes aware of; and
 - 9.2.2. such output and other data, documents, information, assistance and, where relevant, (subject to compliance with all CUSTOMER's security and encryption requirements notified to EYOTO in writing) remote access to the CUSTOMER's systems, as are reasonably necessary to assist EYOTO to reproduce operating conditions similar to those present when the CUSTOMER detected the relevant operational fault and to respond to the relevant TICKET.
- 9.3. The CUSTOMER acknowledges that, to properly assess and resolve TICKETS, it may be necessary to permit EYOTO direct access at the CUSTOMER's site to the CUSTOMER's system and the CUSTOMER's files, equipment and personnel.
- 9.4. The CUSTOMER shall provide such access promptly, provided that EYOTO complies with all the CUSTOMER's reasonable security requirements and other policies and procedures relating to contractors entering and working on the CUSTOMER's site notified to EYOTO in writing reasonably in advance.
- 9.5. **"Out-of-scope-services"** means any services provided by EYOTO in connection with any apparent problem regarding the Product(s) reasonably determined by EYOTO to have been caused by a Customer Cause or a cause outside EYOTO's reasonable control (including any investigational work resulting in such a determination).

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9.6. The CUSTOMER acknowledges that EYOTO is not obliged to provide Out-of-scope-services.

9.7. Out-of-scope-services include:

- disaster cases which affect the CUSTOMER's site/equipment (e.g. fire, flood or other environmental hazards)
- CUSTOMER's power outage
- Internet connectivity failure of the CUSTOMER
- any failures, malfunctions or errors in or caused by any accessories not manufactured by EYOTO

9.8 Hardware orders

- Where we agree to order on-boarding/replacement hardware in the time frame defined by the resolution time in paragraph 7.1 above.
- We cannot guarantee availability and delivery to the CUSTOMER within the defined time frame. This can be due to unexpected delays in delivery.

9.9 Where we agree to a call out/visit to the CUSTOMER's site, this falls outside the scope of this SLA. We will agree timings and fees with the CUSTOMER in writing.