

## SERVICE LEVEL ADDENDUM

1. **Overview:** This Service Level Addendum (“SLA”) governs the license and use of the Service under the terms of the Software as a Service License Agreement (“SaaS Agreement”) between PerkinElmer and Customer and is subject to the terms of the SaaS Agreement. This SLA is subject to change at PerkinElmer’s discretion, provided that such changes will not result in a material reduction in the level of availability of the Service or service credits available hereunder during the purchased subscription term.

## 2. Definitions

For the purposes of this SLA, capitalized terms shall have the meanings set forth in this Section 1:

**2.1 “Availability” or “Available”** means, subject to the terms of this SLA, that Customer’s Users are able to access the Service.

**2.2 “Actual Service Availability”** means the percentage of time that the Service was Available in the calendar quarter and is calculated in accordance with Section 5.2.

**2.3 “Actual Uptime”** means the total number of minutes in the calendar quarter during which the Service was Available. Actual Uptime is measured by subtracting the total number of minutes of Unplanned Downtime in the calendar quarter from the total number of minutes of Scheduled Uptime in the calendar quarter.

**2.4 “Excluded Events”** means any inability to access the Service, or any other interruption or shutdown of the Service, resulting from or due to any of the following:

- a) any non-scheduled emergency maintenance necessary to protect the performance, availability, stability, or security of the Service, including those initiated by PerkinElmer in accordance with Sections 8.1-8.3 of this SLA;
- b) Internet congestion or slowdown, failure of the internet, or failure of Customer’s network;
- c) circumstances reasonably believed by PerkinElmer (or any third-party hosting provider) to be a significant threat to the normal operation of the Service, the operating infrastructure, the facility from which the Service is provided, or otherwise relating to access to or the integrity of Customer Data (e.g., a critical vulnerability, virus, hacker, or malware or denial of service attack);
- d) data transmission failures outside the control of PerkinElmer and not caused by PerkinElmer’s negligence or willful misconduct;
- e) any scheduled maintenance or maintenance windows, planned outages, emergency maintenance, or unplanned downtime (i) undertaken at the request or direction of or as otherwise agreed by Customer that requires the Service to be temporarily taken offline or (ii) otherwise occurring because of any actions or omissions taken by PerkinElmer at the request or direction of Customer;
- f) the failure or malfunction of Customer’s or any third party’s equipment, software components, software applications, systems, or other technology and/or integrations developed by or for Customer that are running on or interacting with the Service, in each case not solely owned or controlled by PerkinElmer;
- g) system administration, commands, or file transfers performed by Customer Users or representatives;
- h) factors outside PerkinElmer’s reasonable control, including, but not limited to, natural disasters, changes resulting from government, political, or other regulatory actions or court orders, strikes or labor disputes, acts of civil disobedience, acts of war, acts against parties (including PerkinElmer’s third-party hosting provider or other vendors), and other force majeure events;
- i) in full or in part, any acts or omissions of Customer, its employees, contactors, agents, or any other entity over which Customer exercises control or has the right to exercise control, including negligence or material breach of Customer’s obligations under the Agreement;
- j) any permitted suspension or termination of Customer’s right to use the Service due to Customer’s or its Users’ breach of the SAAS Agreement, as set forth in such SAAS Agreement;
- k) Customer’s lack of availability or delay in responding to incidents that require Customer participation for source identification and/or resolution, including meeting Customer responsibilities for the Service;

- l) performance or security issues that result from Customer's failure to accept the application of Patches made available by PerkinElmer;
- m) failures or fluctuations in electrical, connectivity, network, or telecommunications equipment or lines due to circumstances outside of PerkinElmer's reasonable control;
- n) Customer combining or merging the Service with any hardware or software not supplied by PerkinElmer or not identified by PerkinElmer in the Documentation as compatible with the Service; and
- o) any modification or changes to the configuration of any version of the Service not made by PerkinElmer or not identified by PerkinElmer in the Documentation.

**2.5 "Scheduled Downtime"** means the total number of minutes in the calendar quarter during which the Service is not Available due to scheduled or announced Service or system maintenance.

**2.6 "Scheduled Uptime"** means the total number of minutes in the calendar quarter, less (a) the total number of minutes of Scheduled Downtime in the calendar quarter and (b) the total number of minutes in which the Service is not Available due to any or all Excluded Events occurring during such calendar quarter.

**2.7 "Unplanned Downtime"** means the total number of minutes in the calendar quarter during which the Customer had complete loss of ability to access the Service, excluding Scheduled Downtime and any time during which the Service or any Service component is not Available due to an Excluded Event. Unplanned Downtime will be calculated beginning on the second consecutive detection of Unplanned Downtime within a five-minute period and will end when the unplanned downtime has been resolved, in each case as detected by PerkinElmer's internal monitoring systems.

Capitalized terms not otherwise defined in this Section 1 of the SLA shall have the meanings ascribed to them (i) where such capitalized term first appears in this SLA or (ii) in the SaaS Agreement.

### **3. Hours of Operation**

PerkinElmer will use commercially reasonable efforts to make the Service Available to Customer 24 hours a day, 7 days a week, 365 days a year, except during Scheduled Downtime, Excluded Events, and as otherwise set forth in the SAAS Agreement and this SLA.

### **4. Service Access; Network Bandwidth and Latency**

Customer access to the Service is through the Internet. PerkinElmer is not responsible for Customer's network connections or for conditions or problems arising from or related to Customer's network connections (*e.g.*, bandwidth issues, excessive latency, network outages) or caused by the Internet. PerkinElmer monitors Service Availability 24/7/365 by utilizing its own internal monitoring systems. PerkinElmer will notify Customers of any identified issues that will impact Service Availability as soon as practicable via email to Customer's designated point of contact.

### **5. Service Availability**

#### **5.1 Service Availability Target**

PerkinElmer will use commercially reasonable efforts to make the Service Available for a calendar quarter uptime percentage of 99.9% (the "**Service Availability Target**").

#### **5.2 Calculation of Actual Service Availability**

Measurement of Actual Service Availability begins on the date that the production environment for the Service has been made available for access by Customer in accordance with PerkinElmer's standard business process. Following the end of each calendar quarter of the purchased subscription term, PerkinElmer measures the Actual Service Availability by dividing the Actual Uptime by the Scheduled Uptime and multiplying by 100. All Scheduled Downtime and Unplanned Downtime will be rounded up or down to the nearest one-minute increment, with increments equal to or greater than thirty (30) seconds being rounded up to the next minute. Final determinations of the length of the cumulative periods of Scheduled Downtime and Unplanned Downtime over a calendar quarter shall be based on PerkinElmer's internal

server monitoring equipment and records.

## 6. Reporting

Customer may request a report detailing the Service Availability (“**Availability Report**”) within fifteen (15) days of the end of the prior calendar quarter by sending such request to PerkinElmer at [informatics.support@perkinelmer.com](mailto:informatics.support@perkinelmer.com). Any claims relating to the accuracy of the Availability Report shall be deemed waived if notice of such dispute is not received within fifteen (15) days of the date PerkinElmer provides such Availability Report to Customer. PerkinElmer shall be the final arbiter of all determinations of Actual Service Availability and failure to meet the Service Availability Target in accordance with this SLA.

## 7. Failure to Meet the Service Availability Target

### 7.1 Service Credits

Subject to the terms of Section 7.2 below, if PerkinElmer fails to meet the Service Availability Target in any calendar quarter during Customer’s subscription term (“**Service Availability Failure**”), and provided that Customer is not in breach of the Agreement, Customer may request to receive the following extensions to the subscription term of the Service that experienced the Service Availability Failure in accordance with the following (the “**Service Credits**”):

<b>Actual Service Availability</b>	<b>Service Credits</b>
99.9% to 100%	0 days
99.0% to 99.8%	5 days
Below 99.0%	10 days

Service Credits for the affected Service shall be cumulative and shall extend the term of Customer’s subscription as set forth in the most recent Quote for the Service at no cost to Customer. Any renewal by Customer of the affected Service shall be effective after all issued Service Credits have been fully utilized. Notwithstanding anything in this SLA to the contrary, the maximum number of Service Credits that PerkinElmer will issue during a calendar year is thirty (30) days. Service Credits may not be exchanged for or converted to monetary amounts.

### 7.2 Process to Request Issuance of Service Credits

Customer must request any Service Credit potentially due hereunder no later than: (a) thirty (30) days of the end of the calendar quarter in which the Service Availability Failure occurred or (b) fifteen (15) days after receiving the Availability Report. Service Credit requests must be made by contacting PerkinElmer at [informatics.support@perkinelmer.com](mailto:informatics.support@perkinelmer.com). Customer waives any right to Service Credits not requested by it in accordance with the terms of this Section 7.2. If the Service Availability Failure is validated by PerkinElmer’s internal system monitoring records and provided that Customer is not in breach of the Agreement, PerkinElmer shall issue the Service Credits to Customer.

### 7.3 Repeated Failure to Meet the Service Availability Target

If the Service experiences a Service Availability Failure of below 99.0% for two consecutive calendar quarters during the subscription term, Customer may terminate its subscription to the Service experiencing such failure effective ten (10) days following the date of PerkinElmer’s receipt of written notice, and Customer will receive a pro-rated refund of any amounts pre-paid for the period of the subscription term remaining following the effective date of termination of the affected Service. Any termination of the SAAS Agreement for repeated failure to meet the Service Availability Target is subject to the terms and conditions of the SAAS Agreement.

### 7.4 Sole and Exclusive Remedy

In no event shall any unavailability or failure of PerkinElmer to meet the Service Availability Target or other parameters under this SLA be deemed to be or constitute a breach by PerkinElmer of this SLA. Customer's sole and exclusive remedy for PerkinElmer's failure to meet the Service Availability Target is the issuance of the Service Credits as set forth in Section 7.1 for the affected Service only. Customer's sole and exclusive remedy for PerkinElmer's repeated failure to meet the Service Availability Target at below 99.0% for two consecutive calendar quarters is the right to terminate the subscription to the affected Service in accordance with Section 7.3.

### **7.5 Escalation**

For any Service Availability Failure of below 99.0% during any calendar quarter, PerkinElmer shall escalate the issue to its head of Cloud Services.

## **8. Service Maintenance and Change Management Policy**

### **8.1 Service Maintenance and Changes**

PerkinElmer performs changes to cloud hardware infrastructure, operating software, product software, and supporting application software to maintain operational stability, availability, security, performance, and currency of the Service. For changes that are expected to cause service interruption, PerkinElmer will endeavor to provide prior notice of the anticipated impact. For Customer-specific changes and upgrades, PerkinElmer will work to coordinate the maintenance periods with Customer where possible. The durations of the maintenance periods for scheduled or planned maintenance are not included in the calculation of Unplanned Downtime minutes in the quarterly measurement period for Service Availability. PerkinElmer uses commercially reasonable efforts to minimize the use of these reserved maintenance periods and to minimize the duration of maintenance events that may cause Service interruptions. All Customer-relevant Service notifications will be posted on the homepage located within the purchased Service.

### **8.2 Emergency Maintenance**

PerkinElmer may periodically be required to execute emergency maintenance to protect the security, performance, availability, or stability of the Service. Emergency maintenance may include program patching and/or core system maintenance, as required. PerkinElmer will work to minimize the use of emergency maintenance and, where reasonably practicable, will endeavor to provide Customer prior notice of any emergency maintenance requiring a service interruption.

### **8.3 Major Maintenance Changes**

To help ensure continuous stability, availability, security, and performance of the Service, PerkinElmer reserves the right to perform major changes to its hardware infrastructure, operating software, applications software, and supporting application software under its control. Each such change event is considered planned maintenance and may cause the Service to be unavailable for up to twenty-four (24) hours. PerkinElmer will endeavor to provide prior notice of the anticipated unavailability.

## **9. Technical Support**

### **9.1 Support Fees**

The fees paid by Customer for the Service include PerkinElmer's provision of the technical support services described in this SLA ("**Technical Support**"). Additional fees are applicable for any other PerkinElmer support service offerings or other professional or consulting services purchased by Customer.

### **9.2 Support Period**

Technical Support becomes available on the start date of the Service subscription term and ends upon the expiration or

termination of the Service subscription term set forth in the applicable Quote. PerkinElmer is not obligated to provide the Technical Support described in this SLA beyond the end of the purchased Service subscription term.

### 9.3 Technical Contacts

Customer’s technical contacts are the sole liaisons between Customer and PerkinElmer for Technical Support and will be responsible for communicating with and providing timely and accurate information and feedback to PerkinElmer in connection with the Technical Support. Customer’s technical contacts must be knowledgeable about the Service and the environment to help resolve service issues and to assist PerkinElmer in analyzing and resolving Technical Support requests. When submitting a Technical Support request, Customer’s technical contact should have a baseline understanding of the problem being encountered and an ability to reproduce the problem to assist PerkinElmer in diagnosing and triaging the problem. To avoid interruptions in Technical Support, Customer must notify PerkinElmer whenever technical contact responsibilities are transferred to another individual.

### 9.4 Technical Support

Technical Support includes:

- 24 x 7 access to the Technical Support Web Portal located at: <http://informatics.perkinelmer.com/Support/Contact/> (or such other address designated by PerkinElmer for Technical Support requests) to log Technical Support requests. Access to the Web Portal is limited to Customer’s designated technical contacts and other Users of the Service;
- Diagnosis of problems or issues with the Service;
- Reasonable commercial efforts to resolve reported and verifiable errors in the Service so that the Service performs in all material respects as described in the Documentation;
- Access to community forums; and
- Technical and Non-technical Customer service assistance during normal PerkinElmer business hours (Monday through Friday, 8:00AM to 8:00PM EST, CET and 9:00AM to 6:00PM JST).

### 9.5 Priority Level Definitions & Response Times

All Technical Support requests must be directed to PerkinElmer’s Technical Support team by using the contact information located at <http://informatics.perkinelmer.com/Support/Contact/>. All Technical Support cases are assigned to a Product Support Specialist and prioritized based on the severity and visibility of the issue. Technical Support will attempt to troubleshoot the issue and provide a workaround solution, or it will file a defect in PerkinElmer’s defect tracking system for remediation. PerkinElmer will use commercially reasonable efforts to respond to requests and problems that reflect the urgency of the resolution of a request. A “resolution” can be any of the following: a work around, hotfix, service release, or an action plan to address the issue.

Priority Level	Critical	High	Medium	Low
Definition	The Service becomes inoperable which prevents its use.	The Service is not behaving as designed for at least 20% of the Users.	The Service is not behaving as designed for 1-20% of the Users or the Service is not behaving as designed for at least 20% of the Users, but there is a work around solution.	The Service is not behaving as designed, but there is a work around solution or the Service is not behaving as designed for less than 1% of the Users.

<b>Initial Response Following Receipt of Customer Support Request</b>	1 business hour	4 business hours	1 business day	3 business days
<b>Status Updates to Customer after Initial Response</b>	Hourly	Daily	Weekly	As needed
<b>Target Resolution</b>	Hotfix or workaround	Hotfix or workaround	Service/major release or workaround	Major release or workaround

#### **9.5.1 Initial Priority Level**

At the time PerkinElmer accepts a Technical Support request, PerkinElmer will record an initial Priority Level based on the above Priority Level definitions. Upon acceptance of a Technical Support request, PerkinElmer’s initial focus will be to resolve the issues underlying the request. The Priority Level of the request may be adjusted as described below.

#### **9.5.2 Downgrade or Upgrade of Technical Support Request Priority Levels**

If, during the Technical Support request process, PerkinElmer determines the issue no longer warrants the Priority Level currently assigned or warrants the assignment of a higher priority level than currently assigned, based on its current impact on the operation of the Service, then the Priority Level will be downgraded or upgraded by PerkinElmer to the priority level that most appropriately reflects its current impact.

#### **9.5.3 Resolution Times**

Due to the widely varying nature of possible issues, it is not possible to provide specific resolution objectives. PerkinElmer will use commercially reasonable efforts to resolve all reported and verifiable issues with the Service as promptly as possible and in accordance with the Priority Levels assigned to such issue.

#### **9.6 Technical Support Request Escalation**

For Technical Support requests that are escalated, the Product Support Specialist will engage the parties’ respective relationship and/or support managers, who will be responsible for managing the escalation, developing an action plan, and allocating appropriate resources to help facilitate resolution of such escalated Technical Support requests.