

# Maintenance and Technical Support Agreement

This Maintenance and Technical Support Agreement is subject to all of the terms and conditions of the Software as a Service Agreement and the related Master Services Agreement. Contract has the meaning given to it in the Software as a Service Agreement.

All the terms beginning with capital letters but not defined herein shall have the meanings defined in the Contract, some of which may be defined in the Master Service Agreement, Software as a Service Agreement and/ or the General Terms of Service.

## Scope of Maintenance and Technical Support

### Article 1

- 1.1 **Maintenance and Technical Support Objective.** Maintenance and Technical Support shall be provided by Wemedoo to the Client in accordance with this Maintenance and Technical Support Agreement. The main objective of Maintenance and Technical Support is the compliance of Software with Software Specifications by producing and maintaining the agreed functionalities of Software.

For the purpose of this Maintenance and Technical Support Agreement, **Incident** shall mean any failure to comply with Software Specification or any Downtime other than Planned Downtime.

**Downtime** means the time (in minutes) that Client may not access the Software and the Software is not otherwise actively processing a customer-initiated request, in all cases due to failure or malfunction of the Software. Downtime does not include any unavailability of the Subscription Services due to the Permitted Exclusions.

**Planned Downtime** means time (in minutes) that the Software is not accessible to Client (i) for the purpose of reasonably updating, upgrading or maintaining the Software or its underlying infrastructure (for example, without limitation, operating system upgrades, hardware repairs, database backups, data center moves, or the like); (ii) during the then current maintenance windows which are published in advance, that must be at least two hours outside of normal business hours in any part of the United States and Australia and not more than 30 minutes long if during the week or Sunday and not longer than one hour if on Saturday; and (iii) in each such instance, with Wemedoo's reasonable efforts to provide notice (email or in-product) to Client at least 72 hours in advance.

**Permitted Exclusions** mean the following, which excluded from the definition of Downtime and as such no SLA Credits will be provided for:

- Planned Downtime
- Unavailability attributable to Client's equipment, software or network, or by actions of Client's or Client's personnel or agents, unless that action was undertaken at the express direction of Wemedoo, or
- Unavailability attributable to Force Majeure Event, including general Internet services (e.g. DNS, internet backbone, etc.).

**Force Majeure Event** Any failure or delay caused by or the result of causes beyond the reasonable control of Wemedoo and could not have been avoided or corrected through the exercise of reasonable diligence, including, but not limited to, natural catastrophe, terrorist actions, laws, orders, regulations, directions or actions of governmental authorities with jurisdiction, or any civil or military authority, national emergency, insurrection, riot or war, widespread communication outage, or other similar occurrence.

- 1.2 **Legal Liability.** Wemedoo's liability for the elimination of Incidents in accordance with the Maintenance and Technical Support Agreement shall be supplemented by legal liability for material defects under the applicable law. Maintenance and Support shall be provided by Wemedoo regardless of the fact whether detected Incidents can be recognized or defined under the applicable law.

## **Maintenance and Technical Support Services and Service Level Credits**

### **Article 2**

- 2.1 **Scope of Services.** Services provided within Maintenance and Technical Support shall in particular include:

- 1) maintenance,
- 2) technical support services;
- 3) elimination of Incidents.

Fees for Maintenance and Technical Support services are included in, and are critical component of, the Fees paid to use Software with certain fees for 24/7 support set forth in an applicable Project Agreement.

- 2.2 **Maintenance.** Wemedoo shall use commercially reasonable efforts to make Software available to Client for use in accordance with the Contract 99.5% of the time, 24 hours a day, 7 days a week, with the exceptions for Permitted Exclusions.
- 2.3 **Technical Support Services.** Technical support shall include providing the requested information regarding any dysfunctionalities or irregularities of Software to the Client. Support is provided primarily through a centralized ticketing system, which enables incident classification, tracking, and performance monitoring. Each submitted ticket is assigned a unique reference

number, prioritized according to severity, and handled according to the response and resolution times outlined in this Agreement.

Email is the preferred channel for initiating support requests. Telephone support is available as a backup channel. All telephone inquiries must be followed by a written confirmation via email or the ticketing system. All Incidents should be reported through the designated support ticketing system or email address or access point provided during onboarding.

Wemedoo provides clients with visibility into open tickets, their status, and resolution history upon request. Metrics on service level performance and ticket statistics can be included in monthly reports or audits if requested by the Client.

- Email: support@wemedoo.com
- Ticketing Access System: Access credentials and usage instructions will be provided upon project initiation.

Telephone support is available during Working Days. For clients with 24/7 support arrangements, this service is extended accordingly.

Telephone number: +41417400124

For the avoidance of doubt, technical support shall not include any kind of guidance or training of the Client and members of the Client's team regarding the Software performance and functionalities.

- 2.4 **Elimination of Incidents.** Immediately upon the discovery of any Incident which shall be resolved by Wemedoo in accordance with this Maintenance and Technical Support Agreement, the Client is obliged to notify Wemedoo of such Incident in writing, including the detailed description of the Incident (the **Incident Report**). Wemedoo shall use commercially reasonable efforts to acknowledge and address all the reported and reproducible Incidents.

Support tiers in the Response Time category below are defined as follows:

- Level 1 (L1): Frontline support team. Handles common issues and initial triage, basic troubleshooting, user guidance, and immediate escalations for high-priority incidents.
- Level 2 (L2): More advanced support team with deeper technical expertise. Can resolve complex configurations, data corrections, or do extended troubleshooting. Escalates to L3 when code changes or architectural-level fixes are required.
- Level 3 (L3): Development (engineering) team. Handles hotfixes, deeper code-level interventions, and structural changes.

Identified Incidents shall be classified under one of the following categories:

<b>Incident type</b>	<b>Response Time L1/ L2</b>	<b>Target Resolution Time</b>	<b>Solution Definition (one or more of the following)</b>
<b>Priority 1:</b> Incidents that interrupt the functionality of Software and/or Services	Within 1 hour of submission of the Incident Report	On-going assistance until solution is received	<ul style="list-style-type: none"> <li>• Issue is resolved</li> <li>• Satisfactory workaround is provided</li> <li>• Product patch is provided</li> <li>• Fix incorporated into future release</li> </ul>
<b>Priority 2:</b> Incidents that cause a significant or ongoing interruption of critical functionalities of Software and/or Services, with no acceptable workaround available	Within 4 hours of submission of the Incident Report	2 business days	<ul style="list-style-type: none"> <li>• Issue is resolved</li> <li>• Satisfactory workaround is provided</li> <li>• Product patch is provided</li> <li>• Fix incorporated into future release</li> </ul>
<b>Priority 3:</b> Incidents that cause limited interruptions of non-critical functionalities of Software and/or Services	Within 8 hours of submission of the Incident Report	5 business days	<ul style="list-style-type: none"> <li>• Issue is resolved</li> <li>• Satisfactory workaround is provided</li> <li>• Fix incorporated into future release</li> <li>• Answer to question is provided</li> </ul>
<b>Priority 4:</b> Incidents that do not significantly impede the work of Software and/or Services, including any general issues or inquiries of Client	Within 24 hours of submission of the Incident Report	5 business days	<ul style="list-style-type: none"> <li>• Answer to question is provided</li> <li>• Enhancement request logged</li> </ul>

The incident priority (P1–P4) defines the severity and business impact of an issue, whereas support levels (L1–L3) represent internal Wemedoo roles engaged in resolving the issue based on its complexity.

P1 and P2 incidents are always treated with the highest urgency and do not depend on or wait for the support level table. When a P1 or P2 issue requires L3-level involvement (e.g., code fix), L3 is engaged immediately, and resolution follows the priority-driven SLA timelines, not the L3 resolution cycle outlined for P3 and P4 incidents.

The separate L3 table applies only to P3 and P4 incidents that are not critical and where resolution can be aligned with Wemedoo's regular development cycles. This approach allows for structured planning of low-impact fixes while ensuring critical issues are addressed without delay.

<b>Incident type</b>	<b>Response Time L3</b>	<b>Target Resolution Time L3</b>	<b>Solution Definition (one or more of the following)</b>
<b>Priority 3:</b> Incidents that cause limited interruptions of non-critical functionalities of Software and/or Services	Within 8 hours of submission of the Incident Report	The fix is included in the next development iteration. Up to 20 business days.	<ul style="list-style-type: none"> <li>• Issue is resolved</li> <li>• Satisfactory workaround is provided</li> <li>• Fix incorporated into future release</li> <li>• Answer to question is provided</li> </ul>
<b>Priority 4:</b> Incidents that do not significantly impede the work of Software and/or Services, including any general issues or inquiries of Client	Within 24 hours of submission of the Incident Report	The fix is addressed in a future development cycle unless the ticket's priority escalates.	<ul style="list-style-type: none"> <li>• Answer to question is provided</li> <li>Enhancement request logged</li> </ul>

The Client is obliged to cooperate with Wemedoo and to provide all the necessary and reasonable assistance to Wemedoo in resolving the Incident, upon Wemedoo's reasonable request for such assistance.

Any delays which are not the responsibility of Wemedoo may lead to a reasonable extension of the response time to any Incident Report delivered to Wemedoo, and such delays do not entitle the Client to any claims for compensation against Wemedoo.

If any Incident reported by the Client proves to be incorrect or unjustified, the Client shall be obliged to reimburse Wemedoo all expenses which occurred as a result of Maintenance and Support, if any.

- 2.5 **Updates.** Wemedoo reserves the right to add, delete, or change the specifications with respect to the Software at any time. However, in no case shall such modifications reduce the overall functionality of the Software, as detailed in Annex 1, which may be updated by Wemedoo from time to time. Any updates or changes to the overall functionality will be reflected in the latest version of the Software Specification, which will be made available to the Client. Neither the Client nor any third party shall have any claim against

Wemedoo with respect to such modification. Wemedoo shall deliver to the Client all the Software updates available as the result of the further development of the Software in terms of quality and modernity, adapting to the changing legal regulations within the scope of Wemedoo's operational and financial possibilities. The number of updates is determined exclusively by Wemedoo at Wemedoo's reasonable discretion.

- 2.6 **Subscription Services Availability Service Level.** Wemedoo will provide 99.5% System Availability over one-month periods as measured and monitored by Wemedoo or it will make the SLA Credits available as provided below (the "**Service Levels**"). The Service Level commitment does not apply to any non-production environments of the Software, such as proof of value, staging, development and testing environments. System Availability will be calculated on a monthly basis as follows: (Actual Availability *divided by* Total Availability) *multiplied by* 100 ("**System Availability**").

The following definitions shall apply in addition to those set forth elsewhere herein:

**Actual Availability** means Total Availability minus Downtime, in minutes.

**Total Availability** means 7 days per week, 24 hours per day.

If Wemedoo fails to meet any of the Service Levels, Client will be eligible to request a credit calculated as follows (the "**SLA Credits**").

If the System Availability during any given month falls below 99.5% and Client requests an SLA Credit, Wemedoo will provide Client with a SLA Credit equal to the percentage of the total monthly fee applicable to the month in which the Service Level failure occurred corresponding to the System Availability Level set forth in the chart below

<b>System Availability Level</b>	<b>SLA Credit</b>
99.0-99.5%	<i>5% of total monthly fee applicable to month in which failure occurred</i>
97.5-99.0%	<i>10% of total monthly fee applicable to month in which failure occurred</i>
< 95.0%	<i>100% of total monthly fee applicable to month in which failure occurred</i>

Each SLA Credit will be paid by Wemedoo to Client by way of a credit on the next invoice submitted by Wemedoo to Client, unless no further invoices are issued by Wemedoo after the date on which the SLA Credit becomes payable, in which case Wemedoo will pay such SLA Credit to Client within 30 days.

During the term of this Agreement, Wemedoo will, upon Client's request, provide monthly reports to Client that include Wemedoo's performance with respect to the Service Levels and such other metrics as reasonably requested by Client from time to time.

2.7 **Backup and Disaster Recovery Standards.** Wemedoo employs a robust backup and disaster recovery strategy aligned with the ISO 27001:2022 requirements, GCP R3, and other industry best practices to ensure data integrity, minimize downtime, and maintain service continuity. This approach safeguards against data loss and ensures continuity of services across multiple Microsoft Azure regions when necessary.

- **Backups & Redundancy:** Backups are conducted through daily incremental and monthly full backups for critical systems. Backup copies are securely stored in designated Azure locations.
- **Disaster Recovery & Failover:** In case of system failure, data can be restored from backups, with annual recovery tests performed to ensure reliability.
- **Microsoft Azure Multi-Region Continuity:** Cloud-based systems leverage Microsoft Azure's geo-redundant storage and failover capabilities to maintain availability in case of regional outages.
- **Incident Response:** Backup logs are reviewed regularly, and failures trigger an escalation procedure. Stakeholders are notified in case of major failures, ensuring timely mitigation.
- **Compliance & Security:** Wemedoo follows structured verification procedures to confirm backup integrity, aligning with regulatory and compliance standards.

2.8 **Support Structure and Operational Standards.** Wemedoo maintains a structured, multi-tiered support model to ensure timely and effective handling of all Maintenance and Technical Support requests. The support services are governed by internal Standard Operating Procedures (SOPs) aligned with industry best practices and regulatory requirements applicable to clinical trials. These SOPs detail escalation paths, roles and responsibilities, response timelines, audit trails, and documentation protocols.

The support infrastructure includes defined onboarding procedures, access control mechanisms, data protection standards, and business continuity plans. These are implemented across geographically distributed Microsoft Azure environments to ensure high availability and data resilience and are documented in Wemedoo's quality management system.

## **Limitation of Maintenance and Technical Support**

### **Article 3**

**Maintenance and Technical Support.** Maintenance and Technical Support shall not include, and the Provider shall have not obligation to provide, any Services required as a result of:

- a) any changes, modifications, updates, alterations, or enhancements of Software not performed or recommended by Wemedoo;

- b) incorrect use, abuse, or corruption of the Software by using the Software in combination with third-party software not provided or approved by Wemedoo, or on equipment not compliant with the Software Specification;
- c) any Incident arising from the Client's or third-party's negligence, abuse, misappropriation, or use of the Software other than as expressly permitted under the Contract.

### **Term of Maintenance and Technical Support Agreement**

#### **Article 4**

The Maintenance and Technical Support Agreement shall remain in force within the entire duration of the Contract, unless otherwise explicitly agreed between the Parties.