SERVICE LEVEL AGREEMENT

1. OVERVIEW

This Service Level Agreement ("**SLA**") forms part of apoQlar's Master License Agreement ("**MLA**") and applies to the support and maintenance of the Ordered Products. This SLA remains valid during the Term of the Agreement and outlines the parameters of all IT services provided hereunder. This SLA does not supersede current processes and procedures unless explicitly stated herein. Terms defined in the MLA have the same meaning in this SLA. In line with Schedule 1 of the MLA, this SLA distinguishes between:

(a) **Medical Device Products**: HoloMedicine® Patient Viewer (Class IIa Software as Medical Device under Regulation (EU) 2017/745, "**MDR**"), in the jurisdictions where it holds the applicable medical device certification, approval, clearance or registration (MLA, Schedule 1). Clause 6 applies in addition.

(b) **Non-Medical Device Products**: HoloMedicine® Spaces, Streamer, Robotics, Education, Guides, Remote Assist, Patient Manager and Segmentation as a Service. Clause 7 applies in addition.

2. PURPOSE

The purpose of this SLA is the proper functioning of the Ordered Products as well as to ensure that the proper elements and commitments are in place to provide consistent IT service support and delivery to the Licensee by the Licensor. Therefore, this SLA aims to:

(a) provide clear reference to service ownership, accountability, roles and/or responsibilities;

(b) present a clear, concise and measurable description of service provision to the Licensee; and

(c) match perceptions of expected service provision with actual service support & delivery.

3. REVIEW

The contents of this SLA may be modified as necessary, provided that a mutual agreement is reached with the Licensee. The Licensor will incorporate any subsequent revisions and obtain mutual agreements/approvals as needed. Changes required by medical device law, a notified body or a competent authority will be notified to the Licensee in writing.

4. OBLIGATIONS

4.1 **Licensee.** Reasonable availability of the Licensee's representative(s) when resolving a service-related incident or request. When reporting an incident, the Licensee provides the product and version, a description, screenshots or error messages and the date of any surgery, conference or other event for which the product is needed. Incident reports shall not contain Personal Data of patients; patient-related details are provided in pseudonymized form only.

4.2 **Licensor.** (a) Adherence to the response times and final answer time frames set out in clause 5.2; and (b) adequate notification to the Licensee of all planned maintenance.

5. SERVICE MANAGEMENT

Effective support of in-scope services is a result of maintaining consistent service levels. The following clauses provide relevant details on service availability, monitoring of in-scope services and related components.

5.1 **Service Availability.** The specific parameters of the service are defined as follows and can be amended in the future by mutual agreement:

(a) Telephone and Email support:

APAC Region. Available from 8:30 A.M. to 5:00 P.M. (SGT), Monday to Friday.

EMEA Region. Available from 8:30 A.M. to 5:00 P.M. (CET/CEST), Monday to Friday.

Americas Region. Available from 8:30 A.M. to 5:00 P.M. (EST/EDT), Monday to Friday.

Email: support@apoQlar.com (APAC and EMEA regions) and support-us@apoqlar.com (Americas region); telephone: the support number provided during onboarding.

(b) Out-of-Hours Support:

Inquiries received outside of the specified business hours indicated above may be forwarded to the appropriate regional service team. This process aims to provide support across different time zones, facilitating assistance even when our local offices are closed.

5.2 **Service Requirements.** The priority is assigned when the incident or request is logged. The Licensor will respond and give a final answer within the following time frames:

Priority	Definition	Response	Final answer
Critical	The user needs the product for a surgery, conference or other event within the next 2 calendar days.	Within 8 business hours	Within 1 business day
High	The user cannot use the product as intended and needs it for an event within the next 10 calendar days.	Within 8 business hours	Within 7 business days
Medium	The user cannot use the product as intended; no event within the next 15 calendar days.	Within 2 business days	Within 10 business days
Low	All other cases.	Within 10 business days	Within 20 business days

Deadlines for the final answer start when all information necessary to conclude the investigation has been received. The priority does not affect the assessment whether an incident must be reported to a competent authority (clause 6).

A final answer is a correction, a workaround or, where a correction requires a new software release, a workaround where possible together with the planned release of the correction (clause 5.4(b) of the MLA).

Business days are Monday to Friday, excluding public holidays applicable to the support region responsible for the Licensee. Business hours are the support hours of that region set out in clause 5.1(a). A response is the first individual reply to the Licensee confirming receipt and the next steps; an automatically generated acknowledgement is not a response.

5.3 **Maintenance Services.** They include:

(a) Maintenance and restoring of the Software to a working state;

(b) Providing support for the current operation of the Software;

(c) Removing failures and errors in the Software; and

(d) Providing Updates. Support is given for the current version of the Software. This does not limit the handling of complaints, incidents and field safety corrective actions for previous versions under clause 6.

5.4 **Exceptions.** The actions mentioned in this clause 5 will not be undertaken by the Licensor when failures and errors of the Software are a result of:

(a) The improper handling of the Licensee, including use outside the intended use;

(b) Third party action;

(c) Environmental conditions at the place of installation of the Software;

(d) Shortages of electricity supply; and

(e) Defective Licensee's Hardware.

Queries related to any hardware are directed to the hardware manufacturer, as set out in the MLA. The exceptions do not limit clause 6.

6. MEDICAL DEVICE PRODUCTS

This clause applies to HoloMedicine® Patient Viewer, for which the Licensor is the manufacturer under the medical device regulations applicable in the Territory (e.g. MDR). It also applies to incidents in HoloMedicine® Patient Manager that affect HoloMedicine® Patient Viewer.

6.1 **Safety-relevant Incidents.** The Licensee reports without undue delay, and at the latest within 24 hours, any incident that has led or might lead to harm of a patient, user or other person (for example wrong patient or dataset displayed, wrong side or orientation, incorrect measurement, missing or corrupted image data, a security issue), by email to the support address of the Licensee's region set out in clause 5.1(a) with the subject "SAFETY". If unsure, the Licensee reports the incident as safety-relevant. Until the Licensor has assessed it, the Licensee does not rely on the affected function. Suspected vulnerabilities may also be reported to security@apoqlar.com in accordance with the Licensor's Vulnerability Disclosure Policy (https://apoqlar.com/security/vulnerability-disclosure).

6.2 **Complaints and Serious Incidents.** The Licensor handles every complaint under its quality management system and reports serious incidents and field corrective actions to the competent authority within the time limits of the applicable medical device regulations of the Territory (e.g. MDR). The Licensee supports the investigation and keeps the relevant data, screenshots and log files where legally permitted. Reporting obligations of the Licensee under national law remain unaffected.

6.3 **Field Safety Notices.** The Licensee names a contact person for safety notices during onboarding. Upon receipt of a field safety notice, the Licensee forwards it to all users, carries out the actions stated in it and confirms the receipt and the implementation of these actions within the period stated in the field safety notice. Where required for patient safety, the Licensor may block the use of an affected version of the Software.

6.4 **Updates and IFU.** The Licensee installs safety and security Updates within the period stated by the Licensor. The Instructions for Use, including previous versions, are available at https://knowledgebase.apoqlar.com/eifu. Where required by the applicable regulations of the Territory, they are provided in paper form free of charge; in the EU within seven (7) calendar days upon request.

7. NON-MEDICAL DEVICE PRODUCTS

The products listed in clause 1(b) are not medical devices and are not subject to medical device vigilance requirements. They may only be used in non-patient settings as set out in the MLA, Schedule 1. As exceptions:

(a) HoloMedicine® Streamer and HoloMedicine® Remote Assist may be used in clinical environments for video and audio transmission and communication purposes only;

(b) HoloMedicine® Patient Manager may be used to upload and manage data for use with HoloMedicine® Patient Viewer; incidents affecting HoloMedicine® Patient Viewer are handled under clause 6.

The Licensee informs the Licensor without undue delay if a person was or could have been harmed in connection with such a product, and of any use outside the permitted use.