

Appendix 1. Service level agreement (SLA)

The Service is provided "as is"; the right to use is not conditional or tied to a specific version or functionality at a certain time, but allows access to and use of the Service as is at all times.

COMPANY reserves the right to make improvements, add, modify or remove functionality, or correct any errors or defects in the Service at its sole discretion, without any obligation or liability resulting from such act or defects. COMPANY will however not remove functionality which in COMPANY's reasonable opinion must be considered as core functionalities for a service such as the Service.

The Customer and its Users always keep the Service up-to-date. The COMPANY is not liable for any Service errors and failures that result from the Customer's use of the outdated versions of the Service.

COMPANY and the Customer agree that the Service will not always be completely free of errors and that the improvement of the Service is a continuous process. The Customer is also aware that successful use of the Service is dependent on equipment and factors (such as sufficient internet connection) that the Customer has the responsibility for. COMPANY is not liable for the discontinuance or disruption of the operation of the Service caused by the Internet or any third party service the Customer needs in order to access the Service, including operating systems etc. The Customer is also aware that successful use of the Service requires Customer's compliance with the up-to-date Instructions for Use. COMPANY is not liable for the discontinuance or disruption of the operation of the Service caused by the Customer not following the Instructions for use.

COMPANY is available on the following browsers:

- Latest major releases of Chrome and latest major releases of Firefox browser. The following system requirements are necessary for best performance:
 - Minimum of 8 GB ram and 2,4Ghz of CPU.

COMPANY app is also available on the following operating systems:

- Android. The following system requirements are necessary for best performance:
 - Android running Android 9.0 and later. The minimum API level support is level 28.
- iOS
 - iPhones running iOS 13.3 or later shall be supported.

Third party software and operating system updates etc. may influence the usability of the Service, and COMPANY has no responsibility in this regard. COMPANY will however always use best efforts to accommodate and develop the Service for updates etc. on supported operating systems.

COMPANY is only responsible for the functioning of the Service as such, and undertakes the following obligations regarding error handling with regards to the Service:

Level	Category	Description	Repair time
A	Critical	- All or material parts of the Service are unavailable and critical business functions cannot be performed.	One (1) business day
B	Serious	- The Service is able to perform standard functions, but the Service performance or functionality is severely degraded or limited.	Three (3) business days
C	Less serious	- Non-critical functions do not work and this has little or no business impact.	Continuously

The repair time stated in the table above starts when the Customer has given COMPANY notice of the error and sufficient information to assess and understand what the error comprises. Notice shall be given by written e-mail to support@medsens.io.

If COMPANY has not succeeded in curing a category A or B error within the repair time stated, the Customer is entitled to a period of free extension of the service and must claim such free extensions within 90 days after the error notification was sent to COMPANY. The free extension for failing to meet the repair time for category A errors shall be 14 days. For category B errors the free extension shall be 4 days. For category C errors no free extension is given. Total free extension periods per year is limited to 28 days. The above-described free extensions shall be the only claim the Customer may be entitled to in case of failure to meet the repair times stated above.

A category A error lasting more than 10 days is considered a material breach. The same applies for a category B error lasting more than 20 days.

Planned downtime is not considered an error. Downtime may be necessary to perform updates or maintenance in hardware or software from time to time. COMPANY may have planned downtime up to 10 times each calendar year. Planned downtime shall always be notified at least five (5) business days in advance and shall be done outside of normal business hours (0900-1700 CET) if possible. For planned downtime of up to 24 hours, notification shall be given at least ten (10) days in advance. Planned downtime according to this clause is not considered as a breach of contract.

COMPANY may use sub-contractors to provide the Service including all support and maintenance. To the extent a subcontractor processes personal data for which the Customer is a data controller, the Data Processing Agreement sets out requirements in this regard.

COMPANY shall provide backup of the Customer's data, to restore it after a data loss event.

For support purposes, COMPANY has internal administrators who can access Customers' data. COMPANY will never access Customers' data without prior approval from the Customer. Logs are kept of any access by COMPANY administrators.