SLA / Support Policy medidux™

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1. Purpose and scope

This SLA/support policy describes the support services, service hours, reporting channels and prioritisation of incidents relating to the use of medidux™. It supplements the relevant offer/order form and the General Terms and Conditions / Terms of Use for medidux™ SaaS.

2. Scope of support

Support includes assistance with technical questions and incidents relating to the contractually compliant use of medidux™.

Support includes in particular:

- receiving incident reports,
- technical review of reported errors,
- assistance with user and access issues,
- assistance with configuration questions within the agreed scope,
- troubleshooting,
- providing workarounds where possible,
- correcting software errors within the agreed area of responsibility.

Unless expressly agreed otherwise, support does not include:

- medical advice,
- patient triage,
- direct patient care,
- training outside the agreed scope,
- customer-specific further development,
- interface development,
- data migrations,
- errors in third-party systems,
- problems with the Customer’s internet connection, hardware or local IT,
- on-site support,
- support outside service hours.

3. Service hours

Regular service hours are:

Monday to Friday, 08:00 to 17:00, excluding public holidays at the registered office of mobile Health AG (also referred to below as the “Provider”).

Different service hours may be agreed in the offer.

4. Support channel

Support requests must be submitted by:
E-Mail: support@medidux.ch

The Customer shall designate named contacts or power users to consolidate support cases and submit them to mobile Health.

Direct support to patients is provided only if expressly agreed.

5. Customer reporting duties

The Customer shall describe support cases as accurately as possible.

Where available, a report should contain the following information:

- affected organisation / practice / clinic,
- affected users,
- affected patient data only if necessary and limited to the minimum required,
- time of occurrence,
- description of the problem,
- error messages,
- screenshots, where permitted,
- steps already taken,
- urgency from the Customer's perspective,
- impact on operations.

Incomplete or delayed reports may delay processing.

6. Incident categories

Category D1 – Critical incident

A critical incident exists when medidux™ is unavailable to the majority of the Customer's active users and no reasonable workaround is available.

Examples:

- application inaccessible,
- central database or core function unavailable,
- use impossible for the majority of users,
- serious error involving a risk of data loss, corruption or inconsistency.

Category D2 – Major incident

A major incident exists when an important function is significantly impaired but a reasonable workaround is available.

Examples:

- individual core function disrupted,
- reports or exports do not work as expected,
- alerts or notifications are limited,
- individual user groups affected,
- incident can be temporarily managed through organisational measures.

Category D3 – Other incident or request

An other incident or request concerns minor errors, operating questions, configuration questions or limitations that do not significantly impair operations.

Examples:
- display errors,
- minor performance fluctuations,
- questions about use,
- minor configuration changes,
- user requests,
- non-critical error messages.

7. Target response times

The times below are target response times during service hours.

Category	Target response time
D1 Critical incident	2 hours
D2 Major incident	1 workday
D3 Other incident / request	3 workdays

A response time means the first reply or start of processing. It does not guarantee that the incident will be fully resolved within that period.

Different response times may be agreed in the offer.

8. Error resolution

The Provider will endeavour to resolve incidents appropriately and within a reasonable time.

Resolution may take the form of:
- error correction,
- configuration changes,
- a workaround,
- an update,
- instructions to the Customer,
- coordination with third-party service providers, where agreed,
- including the issue in product development if immediate resolution is not possible.

The Provider is not obliged to resolve errors caused by:
improper use,
- unapproved configurations,
- third-party systems,
- the Customer’s local IT,
- an inadequate internet connection,
- unsupported devices or browsers,
- unauthorised intervention,
- breach of the Terms of Use.

9. Maintenance

The Provider may carry out maintenance to ensure the security, stability, availability and further development of medidux™.

Scheduled maintenance will be announced in advance where possible.

Urgent maintenance, particularly for security reasons, may take place without prior notice.

Use of medidux™ may be restricted or temporarily unavailable during maintenance windows.

10. Updates and further development

The Provider may further develop, update and improve medidux™ during the term of the contract.

Updates may be made in particular to:

- correct errors,
- improve security,
- comply with regulatory requirements,
- improve usability,
- modernise the technology,
- extend or change functions.

The Provider will endeavour to communicate material changes appropriately.

The Customer is entitled to specific further developments only if expressly agreed.

11. Third-party systems and interfaces

For incidents involving third-party systems, interfaces, medical devices, laboratory, diagnostic, genomics, registry, board or hospital information systems, the Provider will provide support only within the agreed scope.

The Provider is not responsible for:

- availability of third-party systems,
- changes to third-party interfaces,
- data quality from third-party systems,
- security of external systems,
- outages at external providers,
- misconfigurations outside its area of responsibility.

Additional work relating to third-party systems may be charged according to time spent.

12. Patient support

Patient support is not part of standard support.

If patient support is agreed, its scope, channel, language, hours, responsibilities and costs will be set out in the offer or in a separate agreement.

The Provider will not answer patients' medical questions; patients will be referred to the Customer or the responsible healthcare professionals.

13. Escalation

The parties may agree on escalation in the case of serious or recurring incidents.

Escalation may include in particular:

- designating additional contacts,
- technical status updates,
- prioritisation,
- joint root-cause analysis,
- an action plan,
- a final report, if agreed.

14. SLA limitations

This SLA/support policy does not guarantee uninterrupted availability or error-free operation at all times.

The following restrictions do not constitute an SLA breach:

- scheduled maintenance,
- force majeure,
- internet outages,
- outages at third parties,
- local IT problems at the Customer,
- unsupported devices or browsers,
- user error,
- unapproved changes,
- cyberattacks despite appropriate protective measures,
- delays caused by the Customer's failure to cooperate.

15. Fees for additional support services

Support services outside the agreed scope may be charged according to time spent.

This applies in particular to:

- additional training,
- special analyses,
- data exports,
- data cleansing,
- interface assessments,

- on-site visits,
- support for third-party systems,
- restoration following user error,
- additional documentation,
- project coordination outside the agreed scope.

The applicable hourly rate is set out in the offer or order form.

16. Final provisions

If this SLA/support policy conflicts with individually agreed terms in the offer or order form, the latter shall prevail.

Amendments to this SLA/support policy must be made in writing or in an electronic form accepted by the respective parties.