DXRX Support Policy

Last update: 20 July 2023 (Version 3)

Welcome to **DXRX – The Diagnostic Network®** ("**DXRX Network**" or "**DXRX**").

Unless otherwise stated, any defined terms in here shall have the meaning set out in the **DXRX User Terms**.

1. **Target Availability**. Diaceutics will use commercially reasonable efforts to make the following DXRX Services available 24/7/365 with a minimum uptime of 98% ("**Target Availability**"):

   (a) Subscriptions.

   Maintenance. Both scheduled maintenance (i.e., scheduled and routine at notified times) and unscheduled emergency maintenance (i.e., unscheduled as required for emergencies) shall be performed with as minimal interruption and degradation as possible in performance of the DXRX Services.

   As between you and others (including your employer), your DXRX Account belongs to you. Diaceutics may access your DXRX Account (i) to respond to technical problems, (ii) in connection with maintaining the DXRX Service and the development of new features and improvements, (iii) in connection with DXRX Services (including Collaboration Opportunities) (iv) at your request, and/or (v) to comply with legal or contractual requirements.

2. **Exclusions**. The calculation of uptime to measure Target Availability and associated downtime will not include unavailability to the extent due to:

   (a) unauthorized use of the DXRX Service by DXRX User;
   (b) general internet problems, Force Majeure Events or other factors outside of Diaceutics' reasonable control;
   (c) DXRX User's equipment, software, network connections or other infrastructure;
   (d) third party systems, acts or omissions;
   (e) scheduled or unscheduled emergency maintenance; or
   (f) malicious code.

3. **Remedy for Failure to Meet Target Availability**. In respect of the relevant period applicable to the DXRX Service during which there is a verified failure of a DXRX Service to meet the Target Availability for reasons for which Diaceutics is responsible, DXRX User shall be entitled to claim Service Level Credits ('**SLCs**') in respect of every full hour of unavailability provided that DXRX User complies with all applicable DXRX Terms.

   The SLCs are calculated from the time of outage until the relevant DXRX Service is available again. SLCs shall be offset against any claim for loss or damage caused by DXRX User. This is DXRX User's sole and exclusive remedy, and Diaceutics' sole and exclusive liability in respect of under performance of the guaranteed uptime Target Availability. This constitutes a genuine pre-estimate of the loss or damage suffered as a result and is not intended to operate as a penalty for Diaceutics' non-performance. The amount of SLCs are as follows:

Service Level	Subscription
98% - 100%	Service Level met
97% - 97.99%	Pro-rated % of the fees paid (as calculated in accordance with paragraphs 4 and 5)
96% - 96.99%	(as above)
95% - 95.99%	(as above)
Below 95%	(as above)

4. **Calculating (actual) Availability for DXRX Services**

   A: the number of hours during the year, less scheduled or unscheduled maintenance**.**

   B: the number of hours during the year when DXRX Service is unavailable (other than during scheduled or unscheduled emergency maintenance)**.**

   Availability is calculated using the following formula expressed as a percentage:

   Availability in % = $((A - B) / A) \times 100$

   Subscription shall be calculated on a Subscription Term basis e.g., monthly, annual.

SLCs shall be offset against any claim for loss or damage caused by the DXRX User.

5.   **Calculating SLCs for Data Subscriptions**

If Availability falls below the Target Availability in the relevant Subscription Term, DXRX User shall be entitled to submit a claim for SLCs of an amount calculated using the following formula:

> **(Target Availability - Availability) = X%** (see paragraph 4)
>
> **Amount payable as SLCs = X% of the fees paid for that Subscription Term**

Diaceutics shall deduct an amount equal to the SLCs due from amounts to be invoiced in respect of the Subscription fees for the subsequent billing period. SLCs shall be aggregated and made available on an annual basis only notwithstanding a renewal term equivalent to a period of less than one (1) year. Diaceutics may provide a refund at its discretion instead of credited SLCs.

6.   **SLCs shall not be payable to the extent that:**

(a) the problem has resulted from/ been caused by:
  (i) you using DXRX in a way that is not recommended by Diaceutics;
  (ii) factors outside of our reasonable control, including any force majeure event, Internet access, or problems beyond the demarcation point of the DXRX Network;
  (iii) any actions or inactions of you or any third party or failures of DXRX Services not attributable to Unavailability
(b) DXRX User has not made the recommended software or service updates to DXRX installations or related required software installations;
(c) Diaceutics has remedied the DXRX Service impacted by any period of downtime (e.g., by providing a workaround solution e.g., provision of deliverable in tangible form) in accordance with any timeframes stipulated in an Offline Agreement (if any); and/or;
(d) a refund has been made or is in process (or a credit recorded) in respect of a DXRX Service impacted by any downtime; and/or;
(e) DXRX User fails to report the downtime within 60 days of the end of the calendar year to which the SLCs relate for all DXRX Services (other than for Subscriptions which will be within ten (10) days of the applicable Subscription Term). You are responsible for reporting the downtime. Please evidence this using the formulas at paragraphs 3 – 6 inclusive of this policy as applicable. Submissions must be made in writing to help@dxrx.io; and/or;
(f) an amount equal to 20% of the total fees paid by DXRX User in respect of the relevant Subscription Term applicable to your Subscription has been credited by way of SLCs.

7.   Diaceutics offers DXRX Support Services for the DXRX Services ("**Support**") in accordance with the following terms:

(a) **Support Hours**. Support is provided 9 hours per day, 5 Business Days per week, aligned with GMT, 09:00 to 18:00.

(b) **Incident Submission** and **DXRX User co-operation**. DXRX User may report errors or abnormal behavior of any DXRX Services ("**Incidents**") by contacting our DXRX team via email at help@dxrx.io or via the DXRX Network live chat interface. Our DXRX Security Policy provides more information about how we protect Your Content. DXRX Users will provide information and co-operation to Diaceutics as reasonably required for Diaceutics to provide Support. This includes, without limitation, providing the following information regarding the reported Incident (with the words "DXRX Incident" in subject line):

  o Aspects of the DXRX Service that are unavailable or are not functioning correctly.

  o Incident's impact on the DXRX User.

  o Start time of Incident.

- o List of steps to reproduce Incident.
- o Relevant log files or data that documents the errors and corroborate your claimed outage (any confidential or sensitive information in these logs should be removed or replaced with asterisks).
- o Wording of any error message.

(c) You may choose to stop using the DXRX Services, terminate your DXRX Account (or your access to any DXRX Service) at any time for any reason by informing us in writing to help@dxrx.io.

(d) **Incident Response**. A member of our DXRX Team will assign a priority level ("**Priority Level**") to each Incident reported and will seek to provide responses in accordance with the Target Response Times below. Hours may roll over based on Support Hours. Diaceutics shall use reasonable endeavors to resolve issues raised promptly following acknowledgement of the Incident report.

Priority Level	Description (DXRX Team: refers to our team of customer, engineering and technical support personnel available at help@dxrx.io)	Target Response Times (during Support Hours)
Priority 1 (Critical)	Classified by DXRX Team following assessment of reported issue. Operation of the DXRX Service is critically affected (not responding to requests or serving content) for a large number of DXRX Users, no workaround solution available.	4 hours
Priority 2 (Urgent)	Classified by DXRX Team following assessment of reported issue. DXRX Service is responding and functional but performance is degraded, or a core function is *significantly impaired*, and/or Incident has potentially a severe impact on the operation of the DXRX Service for multiple DXRX Users.	1 Business Day
All other Priority Levels	DXRX Service is responding and functional but performance is degraded, or a core function *is impaired,* or a non-core function is *significantly impaired*, and/or Incident has potentially an impact on the operation of the DXRX Service for multiple DXRX Users but is not urgent; cosmetic or non-performance-impacting issues, which may nonetheless affect customer experience.	2 Business Days

(e) **Exclusions.** Diaceutics will have no obligation to provide Support Services to the extent an Incident arises from: (a) – (f) inclusive at paragraph 2 above.

(f) DXRX User's sole and exclusive remedy for any alleged failure by Diaceutics to provide Support with reasonable skill, care and diligence following a Support request shall be re-performance of the applicable Support.