

Service Level Agreement (SLA)

for Customer

by

Corporation Pangea Holdings S.A.

Effective Date: 12-21-2023

Document Owner:

Corporation Pangea Holdings S.A.

Version

Version	Date	Description	Author
1.0	12-21-2023	Service Level Agreement	Emilio Bogantes, Guillermo Murillo

Approval

(By signing below, all Approvers agree to all terms and conditions outlined in this Agreement.)

Approvers	Role	Signed	Approval Date
Emilio Bogantes Pangea Holdings	Service Provider	EmilioB	12-21-2023



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1. Agreement Overview

This Agreement represents a Service Level Agreement ("SLA" or "Agreement") between **Pangea Holdings** and **Customer** for the provisioning of IT services required to support and sustain **elFUApp**.

This Agreement remains valid until superseded by a revised agreement mutually endorsed by the stakeholders.

This Agreement outlines the parameters of all IT services covered as they are mutually understood by the primary stakeholders. This Agreement does not supersede current processes and procedures unless explicitly stated herein.

2. Goals & Objectives

The **purpose** of this Agreement is to ensure that the proper elements and commitments are in place to provide consistent IT service support and delivery to the Customer(s) by the Service Provider(s).

The **goal** of this Agreement is to obtain mutual agreement for IT service provision between the Service Provider(s) and Customer(s).

The **objectives** of this Agreement are to:

- Provide clear reference to service ownership, accountability, roles, and/or responsibilities.
- Present a clear, concise, and measurable description of service provision to the customer.
- Match perceptions of expected service provision with actual service support & delivery.

3. Stakeholders

The following Service Provider(s) and Customer(s) will be used as the basis of the Agreement and represent the **primary stakeholders** associated with this SLA:

IT Service Provider(s): Corporation Pangea Holdings S.A. ("Provider") IT Customer(s): Customer ("Customer")

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4. Periodic Review

This Agreement is valid from the **Effective Date** outlined herein and is valid until further notice. This Agreement should be reviewed at a minimum once per fiscal year; however, in lieu of a review during any period specified, the current Agreement will remain in effect.

The **Business Relationship Manager** ("Document Owner") is responsible for facilitating regular reviews of this document. Contents of this document may be amended as required, provided mutual agreement is obtained from the primary stakeholders and communicated to all affected parties. The Document Owner will incorporate all subsequent revisions and obtain mutual agreements/approvals as required.

Business Relationship Manager: Corporation Pangea Holdings S.A. Review Period: Bi-Yearly (6 months) Previous Review Date: 12-20-2023 Next Review Date: 06-20-2024

5. Service Agreement

The following detailed service parameters are the responsibility of the Service Provider in the ongoing support of this Agreement.

5.1. Service Scope

The following Services are covered by this Agreement;

- Manned telephone support
- Monitored email support
- Remote assistance using a Remote Desktop and a Virtual Private Network where available
- Planned or Emergency Onsite assistance (extra costs apply)
- Monthly system health check



5.2. Customer Requirements

Customer responsibilities and/or requirements in support of this Agreement include

- Payment for all support costs at the agreed interval.
- Reasonable availability of customer representative(s) when resolving a service-related incident or request.

5.3. Service Provider Requirements

Service Provider responsibilities and/or requirements in support of this Agreement include

- Meeting response times associated with service-related incidents.
- Appropriate notification to Customer for all scheduled maintenance.
- 5.4. Service Assumptions

Assumptions related to in-scope services and/or components include:

• Changes to services will be communicated and documented to all stakeholders.



6. Service Management

elFUApp is committed to providing a reliable and predictable experience for our customers, including

6.1. Service Availability

The elFUApp platform will maintain a minimum of 99.9% uptime, excluding planned maintenance windows. Scheduled maintenance will be communicated to users at least 72 hours in advance, and efforts will be made to schedule such activities during non-peak hours.

6.2. Support

Customer support will be available 24/7 via email (support@eifu.app), on the website, and during business hours through a dedicated hotline.

6.3. Response Times

May be adjusted due to issue complexity, information availability, and other factors. The table below shows priority levels:

Priority	Severity	Response Time
1	Emergency	2 hours
2	Critical	4 hours
3	High	8 hours
4	Medium	16 hours
5	Low	48 hours

- 1. **Emergency**: Service unavailable all users and services unavailable. E.g. Virus infection, Server crash, Email out of service.
- 2. **Critical**: Significant degradation of services high number of users and/or critical business functions affected. E.g. Several pages down, Plugins not working, forms do not arrive.



- 3. **High**: Limited degradation of services limited number of users and/or critical business functions affected. E.g. File does not open, Page does not open, Menu does not show
- 4. **Medium**: Slight degradation of services business can continue. An affected user. E.g. Page does not work for a specific user or computer.
- 5. **Low**: Situations that do not produce a degradation of services. E.g. Bad content, Unwanted pop-up, Performance.
- 6.4. Data Security
 - The elFUApp platform will implement robust encryption and access controls to ensure the confidentiality and integrity of sensitive information.
 - Regular security assessments and audits will be conducted to identify and address potential vulnerabilities.
- 6.5. Compliance
 - The elFUApp platform will adhere to all relevant regulatory requirements, including but not limited to medical device regulations, ensuring compliance with industry standards and guidelines.
- 6.6. User Training and Onboarding
 - The elFUApp platform will provide user training materials and onboarding assistance to ensure users can effectively utilize the platform.
- 6.7. Backup and Recovery
 - Daily backups of eIFUApp platform data will be performed, with a retention period of 1 week.
 - In the event of data loss, the EIFU app commits to restoring services and data from the latest available backup within 24 hours.
- 6.8. Performance
 - The eIFUApp platform will aim for optimal performance, to respond to user interactions and document retrievals within 3 seconds under normal operating conditions.



- 6.9. Updates and Enhancements
 - Regular updates and enhancements will be released to improve eIFUApp platform functionality and address customer feedback.
 - Users will be notified in advance of updates, and a support channel will be available to address any issues arising from updates.
- 6.10. Termination
 - Customers have the right to terminate the service agreement with a notice period of 30 days if the elFUApp platform consistently fails to meet SLA commitments.
- 6.11. Governing Law
 - This SLA is primarily governed by the laws of the **Republic of Costa Rica**, and any disputes arising from this agreement will be resolved in accordance with the laws of that jurisdiction.
 - However, if necessary, disputes can alternatively be resolved under the laws of the **United States**, specifically the **state of Delaware**, considering our subsidiary's presence in the US. Parties agree that such resolution will be subject to the jurisdiction and laws of the state of Delaware.