

Service Level Agreement for BaseSpace Sequence Hub—Enterprise

1. DEFINITIONS

Capitalized terms not defined in this Service Level Agreement (“SLA”) will have the meanings given to them in the BaseSpace Sequence Hub Terms of Use (the “Agreement”), available at <https://basespace.illumina.com/agreements/current/details?category=USER>. The following definitions will apply to this SLA only.

- 1.1. “**Customary Support Hours**” will mean the applicable hours of operation that are listed, by location, on the Illumina support site at <https://www.illumina.com/company/contact-us.html#/technical-support>, where the applicable hours will be determined based on the location or Your Eligible Customer Personnel.
- 1.2. “**Eligible Recipients**” Illumina shall have no obligation to provide Technical Support, by any means, to any entity or individual other than You, subject to Your purchase of a subscription to the Services (as defined in the Agreement).
- 1.3. “**Eligible Customer Personnel**” will mean those that You authorize to submit support tickets via Illumina Tech Support.
- 1.4. “**Error**” will mean any material nonconformity of the Service with respect to the Specifications.
- 1.5. “**Holidays**” will mean Illumina corporate holidays and shut down periods.
- 1.6. “**Response Time**” – Time within which Illumina will acknowledge and respond about a reported issue, as further described in Section 2.3 of this SLA.
- 1.7. “**Scheduled Downtime**” will mean the total amount of time during any calendar month, measured in minutes, during which You is not able to access the Service due to planned system maintenance performed by Illumina.
- 1.8. “**Service Standard**” will mean System Availability equaling or exceeding 99.5% during each calendar month (maximum of 3 hours and 35 minutes of downtime)
- 1.9. “**System Availability**” will mean, with respect to any particular calendar month, the ratio obtained by subtracting Unscheduled Downtime during such month from the total time during such month, and thereafter dividing the difference so obtained by the total time during such month.
- 1.10. “**System Uptime**” will mean the total amount of time during any calendar month, measured in minutes, during which You has the ability to access the features and functions of the Service.
- 1.11. “**Target Response Time**” will mean the support team’s target time to respond to a support inquiry reporting an incident either via phone or by email.
- 1.12. “**Technical Support**” means the provision of responses by Illumina personnel to questions from Eligible Customer Personnel related to use and operation of the Service, including basic instruction or assistance related to functional errors in the Service.
- 1.13. “**Unscheduled Downtime**” will mean the total amount of time during any calendar month, measured in minutes, during which the You is not able to access the features and functions of the Service, other than Scheduled Downtime, as defined above.
- 1.14. “**Unsupported System**” will mean any software or other items that are outside the Service offering or in connection with a system, network, infrastructure, or configuration (hardware or software) that is not provided by Illumina.
- 1.15. “**Update**” will mean any version of the Service that implements enhancements, modifications, or improvements or augmentations, or which corrects failures of the Service to materially conform to this Agreement.

2. SERVICE LEVEL AGREEMENT

The technical support provided by Illumina support personnel in connection with Your use of the Service within Your infrastructure, shall be as provided below:

- 2.1. **PHONE SUPPORT.** In connection with Illumina’s performance of the Service, Illumina will use commercially reasonable efforts to respond to calls made to Illumina’s technical support phone numbers during Customary Support Hours.
- 2.2. **ONLINE SUPPORT.** Illumina will use commercially reasonable efforts to provide You with support through email. Illumina will monitor email during Customary Support Hours. Any email received outside Customary Support Hours will be collected, commercially reasonable efforts will be made to respond to Your request. Illumina will attempt to respond per the Response Time indicated in the below Severity Level table.
- 2.3. Illumina will perform the Technical Support only during its Customary Support Hours. Illumina’s support engineers will use reasonable efforts to provide responses to support tickets in accordance with the following severity levels as below.

Severity Level	Description of Severity Level	Target Response Time (within Customary Support Hours)
Severity 1	Production system is inaccessible or impacted to the point where desired results are unachievable through critical path workflows or workarounds	4 hours
Severity 2	Production system is accessible but critical path operations are impacted or degraded requiring workarounds to achieve desired results	8 hours
Severity 3	Production system is accessible and critical path workflows are operational, however a defect or problem is reported	2 days

3. LIMITATIONS TO TECHNICAL SUPPORT

- 3.1. **Eligible Recipients.** Illumina shall have no obligation to provide Technical Support, by any means, to any entity or individual other than You and Your Eligible Customer Personnel.
- 3.2. **Illumina Holidays.** Illumina shall have no obligation to provide Technical Support during Holidays.
- 3.3. **Technical Support Exemptions.** Illumina shall have no obligation to provide Technical Support with respect to any Error resulting from (i) use of the Service other than according to this Agreement; (ii) modification of the Service by You or any third party, except as expressly permitted in writing by Illumina; or (iii) any combination or integration of the Service with hardware, software or technology not provided by Illumina.
- 3.4. **General Protection of Illumina Intellectual Property.** Notwithstanding anything to the contrary, Illumina will not be required to provide any Technical Support to the extent such Technical Support may reasonably

be expected by Illumina to adversely impact Illumina's intellectual property rights, including without limitation revealing trade secrets or other proprietary information of Illumina.

3.5. **No Source Code.** Nothing in this Agreement shall be construed to give You a right to use, or otherwise obtain access to, any source code to the Service or any portion thereof.

3.6. **Compliance with Third-Party Constraints.** Illumina shall not be required to provide Technical Support to the extent the provision thereof would violate Illumina's obligations to its third-party licensors and suppliers with respect to such third parties' intellectual property. Illumina has no obligations with respect to any channel partners adhering to the requirements of this SLA.

4. MAINTENANCE

The Service continues to expand in function and requires recurring security control and other improvements.

4.1. **Error Corrections.** Illumina will use commercially reasonable efforts to adapt, re-configure or re-program the Service, as applicable, in order to correct in a timely fashion any Errors reported to Illumina by Eligible Customer Personnel, provided that any failure or inability by Illumina to correct any such Error, or failure or inability to do so in a timely fashion, will in no event be deemed a breach of Illumina's obligations under the Agreement.

4.2. **Procedural Workarounds.** In the event that Illumina fails or is unable to correct any Error, Illumina will use commercially reasonable efforts to develop in a timely fashion procedures or routines, for use by You, which, when employed in the regular operation of, or access to, the Service, will avoid or substantially diminish the practical adverse effects of the relevant Error, provided that any failure or inability by Illumina to develop any such procedure or routine, or failure or inability to do so in a timely fashion, will in no event be deemed a breach of Illumina's obligations under the Agreement.

4.3. **Updates.** From time to time Illumina may, at least monthly, in its sole discretion, develop Updates. Illumina will use commercially reasonable efforts to make such Updates available to You, by the same means or methods by which the relevant Service are made available. Any such Updates provided hereunder will be deemed to constitute part of the relevant Service and will be subject to the terms and conditions of the Agreement.

4.3.1. Security Patch Updates. Regular security maintenance windows will be scheduled to occur during maintenance windows, not less frequent than monthly for compliance. Generally, these security maintenance Updates will be transparent and not interrupt service function. Advanced notice of one week will be provided, when possible. In the event of Severity 1 security issues, emergency Updates may be required at zero-day or otherwise outside the normal security update window. In such event, with as much advance notice as possible, You shall be informed of the Update. While Illumina will use commercially reasonable efforts to minimize service impact, such update may be disruptive.

4.4. **UNSUPPORTED SYSTEMS.** If You requests Illumina to perform the Support Service on an Unsupported System, Illumina's support engineers may designate the Support Service related to the Unsupported System as "unsupported," "non-standard," "reasonable efforts," "reasonable endeavor," or a similar term in response to Your support ticket.

5. **SERVICE AVAILABILITY.** Illumina will use commercially reasonable measures to ensure the Service Standard, provided that any Unscheduled Downtime occurring as a result of (i) Your breach of any provision of this Agreement; (ii) non-compliance by You with any provision of this Agreement; (iii) incompatibility of Your equipment or software with the Service; (iv) performance of Your systems or the You web connection; (v) Emergency Security Updates; or (vi) Force Majeure, shall not be considered toward any reduction in System Availability measurements. "Force Majeure" means any labor dispute, fire, earthquake, flood, pandemic, war,

terrorism, governmental act, failures of common carriers (including Cloud Service Providers and Internet service providers), power failures, communication disruptions, acts of God, or any other event beyond the Illumina's control. Illumina will use reasonable measures to undertake planned downtime on weekends or out of Customary Support Hours.