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## KYOS ASSIST AND KYOS SERENITY CONDITIONS

VERSION 18 MAY 2021

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### Article 1: General Framework

- 1.1 By entering into a **Kyos Assist and Kyos Serenity Agreement** with Kyos (the '**Agreement**'), the Customer acknowledges and agrees to the full application of these Kyos Assist and Kyos Serenity Terms and Conditions and the Kyos Terms and Conditions.
- 1.2 The Customer may choose to include Kyos Security Insights and/or Kyos Continuity Services in the Kyos Assist and Kyos Serenity contract.
- 1.3 **Kyos Assist** is a centralized and proactive IT maintenance service that includes Monitoring, automatic update management, guaranteed intervention and activity reporting for the Components included in the Contract.
- 1.4 **Kyos Serenity** includes the services of Kyos Assist, as well as all services related to the management of incidents on the Components and Services included in the Contract.
- 1.5 **Kyos Security Insights** encompasses a number of IT security services and is an essential complement to Kyos Assist or Kyos Serenity.
- 1.6 **Kyos Continuity** is a service that provides access to emergency assistance outside of business hours.
- 1.7 The Kyos Assist and Kyos Serenity conditions can also be found on the Kyos website: <https://www.kyos.ch/docs>.
- 1.8 Predefined terms not expressly defined in these Kyos Assist and Kyos Serenity Terms and Conditions shall have the meaning given to them in the Kyos Terms and Conditions.

### Article 2: Definitions

**Agent or Probe** - Software installed on a piece of Equipment to monitor and report information and alerts to support teams.

**Change** - Refers to any modification, creation, installation or removal of a Component.

**Component** - Any standard or complex Equipment or Service that is part of the Customer's information system.

**Delegated Administrator Account** - An option that allows the Customer to have access to the Kyos Assist and Kyos Serenity management software and to access the incident list, tickets, activity reports and information from Agents at any time.

**Equipment** - Any physical hardware or virtual element forming part of the Customer's information system.

**Primary equipment** - All basic network equipment: non-manageable switches, converters, etc.

**Access Equipment** - All manageable network equipment: Layer 2 switches, WiFi hotspots, IP phones, etc.

**User equipment** - Any equipment used by a user accessing the information system: PC, MAC, smartphones, tablets, etc.

**Core equipment** - All central equipment for the information system with a purchase price of less than CHF 5,000: servers, NAS, level 3 switches, Wi-Fi controllers, firewalls, etc.

**Advanced core equipment** - Any central information system equipment with a purchase price of more than CHF 5,000.

**Endpoint** - Any User Equipment, Core Equipment and/or Virtual Server.

**Interaction** - Refers to an exchange or link between two Components, such as a network connection between two Equipment or between Equipment and a Service.

**Virtual server** - Any virtual item with a value of less than CHF 5'000.

**Standard Service** - Standard Services include, but are not limited to, the following: VPN, Archiving, Cloud Service and Authentication.

**Complex Services** - Complex Services include, but are not limited to, the following: Messaging, Telephony Server, Collaboration, Terminal Server (TS) and Network Access Control (NAC).

**Vulnerability Scanning** - Automatic detection of vulnerabilities from the Internet on IP Addresses belonging to the Customer using specialized software.

**Site** - An office, subsidiary or branch at a different address from the head office and with a separate computer network.

**Supervision** - A service that allows the real-time analysis of the status of a Component and the creation of alerts in case of malfunction.

### Article 3: Applicability of the contract

The Contract applies to all the Components and Services indicated on the invoices relating to these contracts, the other Components or Services being thus excluded from the above-mentioned contracts.

### Article 4: Intervention

The Contract allows for intervention during Kyos' working hours, i.e. from 8 a.m. to 6 p.m., excluding weekends and public holidays.

### Article 5: Kyos Continuity

**5.1** - The Customer has the possibility to benefit from urgent assistance during non-working hours on Core Equipment, Virtual Servers, Standard Services and Complex Services.

**5.2** - In the case of the Kyos Serenity contract, services performed during non-working hours will be invoiced at a reduced rate. Details are governed by article 22 of these conditions.

### Article 6: Obligations of the Customer

**6.1** - The Customer allows Kyos to validate the infrastructure in place, to ensure compliance with Kyos' best practice rules, and to deploy the services included in Kyos Assist or Kyos Serenity on the infrastructure in place. In addition, the Customer authorizes the opening of remote access via the Internet to the Components included in the Agreement.

**6.2** - Once the Kyos Assist or Kyos Serenity contract has been concluded, the Customer may not add new Components to its infrastructure without Kyos' prior consent.

**6.3** - The Customer may instruct Kyos on the desired Changes. However, the Customer undertakes not to make any Changes without Kyos' consent.

#### **Article 7: Components and Services**

**7.1** - The Components and Services included in the contract are the subject of an Offer.

**7.2** - In the event of the addition of Components, Services or an increase in the number of users during the term of the Contract, the amounts shall be adjusted pro rata temporis from the date of the addition or increase.

#### **Article 8: Intervention guarantees**

**8.1** - Kyos undertakes to intervene in incidents occurring on the Components included in the Contract within 4 or 8 working hours following the creation of the ticket by the Customer. The response time will depend on the time frame agreed between the Parties.

**8.2** - If the Kyos Continuity option is selected, Kyos undertakes to respond to incidents on the Components included in the Contract within 4 or 8 hours, including non-working hours.

#### **Article 9: Proactive maintenance**

In the event that alerts are received, or incidents are identified, Kyos is entitled to take the necessary steps to re-commission, change the configuration or install an update on the Components included in the Contract without waiting for the Customer's agreement.

#### **Article 10: Management of updates**

The management and deployment of updates is carried out centrally by Kyos on each Component or Service included in the Contract with the Customer.

#### **Article 11: Supervision**

**11.1** - Supervision is carried out centrally within Kyos on each Component or Service included in the Contract that has a supervision probe.

**11.2** - Any alert created automatically or manually during Supervision will open an incident ticket and will be initially handled by the Kyos support team.

#### **Article 12: Backup management**

**12.1** - Kyos will manage backups of the Contracted Components and Services centrally and remotely from its premises.

**12.2** - Restoration tests may be carried out at the Customer's request, but these are not covered by the Kyos Assist or Kyos Serenity Agreement and are therefore the responsibility of the Customer.

#### **Article 13: Documentation and inventory**

**13.1** - Kyos will inventory and maintain documentation on the Customer's Components.

**13.2** - On request, the Client may obtain dedicated access to the documentation and inventory.

**13.3** - Kyos makes no warranty as to the accuracy of the information listed in the Documentation and Inventory.

#### **Article 14: Protection of Endpoints**

**14.1** - Kyos provides Endpoint Protection Software for any compatible User Equipment, Core Equipment or Virtual Server.

**14.2** - Kyos does not provide any warranty of protection.

#### **Article 15: Kyos Security Insights**

Arts. 16 to 18 of these conditions are applicable when the Customer has contracted the Kyos Security Insights service.

#### **Article 16: Phishing tests**

**16.1** - The phishing tests are carried out by Kyos automatically and centrally on all email addresses provided by the Customer.

**16.2** - The date and content of the tests may be provided to the Client on request.

#### **Article 17: Recurrent management of vulnerabilities**

**17.1** - Vulnerability scans are performed by Kyos automatically and centrally on all of the Customer's IP addresses that are accessible from the Internet.

**17.2** - The dates of the vulnerability scans may be provided to the Client on request.

#### **Article 18: Review of good security practices**

**18.1** - The review of good security practices is carried out every six months centrally within Kyos.

**18.2** - The result of the review may be provided to the Client on request.

#### **Article 19: Renewal**

**19.1** - Components must be renewed with Kyos.

**19.2** - Components not renewed with Kyos are not included in the Kyos Serenity contract and are subject to the rates applicable under Kyos' general terms and conditions.

#### **Article 20: Manufacturer maintenance**

All Components must be covered by Manufacturer's Maintenance as defined in Kyos' General Conditions.

#### **Article 21: Exclusion from the Contract**

**21.1** - The Contract does not cover interventions on Components and Services not included in the Contract.

**21.2** - The Agreement does not cover, among other things, Kyos' training, Change Services, Component Support Services, project management, and reporting of status or results.

**21.3** - Services performed by Kyos as a result of improper handling of a Component by the Customer are not included in the Contract.

**21.4** - Any service performed on a Component not covered by a Kyos Manufacturer's Maintenance is excluded from the Contract.

**21.5** - Any proactive maintenance, update management, monitoring, backup management, inventory, documentation, endpoint protection, phishing testing or recurring vulnerability management that is not performed in an automated and centralized manner within Kyos is excluded from the Agreement.

**21.6** - The Kyos Assist contract does not cover intervention time related to incident management.

**21.7** - The Kyos Serenity contract does not cover any incident management relating to an Interaction between two Components, one of which is not included in the contract.

#### **Article 22: Financial conditions**

**22.1** - Invoicing is carried out on a monthly or annual basis according to the prices and conditions indicated in the Offer.

**22.2** - The set-up fee is invoiced on a one-off basis when the Contract is concluded and when a site is added.

**22.3** - The prices of the services included in the Contract are adjusted when the Contract is renewed according to the evolution of said prices, the Client's information system, the number of Components, the number of Services and the number of users.

**22.4** - The billing of services included in the Contract outside working hours is indicated in the "Kyos Continuity" sheet, which can be consulted at: <https://www.kyos.ch/docs>.

**22.5** - The services excluded from the Contract shall be invoiced separately in accordance with the "Service Tariffs" sheet in force on the date the service is performed. The "Service Rates" sheet can be consulted at: <https://www.kyos.ch/docs>.

**22.6** - Kyos Assist and Kyos Serenity do not include any licensing, hardware or software maintenance or replacement costs.

#### **Article 23: Termination**

**23.1** - The Parties may terminate the Contract at the end of a contractual year, subject to three months' notice. The termination shall be in writing.

**23.2** - If the Contract is not terminated by the Parties, it shall be automatically renewed on its expiry date for 1 year.

#### **Article 24: Application of the general conditions**

For all matters not covered by these provisions, the General Terms and Conditions of Kyos shall apply.