

KYOS SLA, KYOS ASSIST AND KYOS SERENITY TERMS AND CONDITIONS

JANUARY 1, 2023

Article 1: General Framework

1.1 - By entering into a **Kyos SLA, Kyos Assist or Kyos Serenity Agreement** with Kyos (the "**Agreement**"), the Customer acknowledges and agrees to be bound by these Kyos SLA, Kyos Assist and Kyos Serenity terms and conditions and Kyos' general terms and conditions.

1.2 - The Customer may choose to include in the Kyos SLA, Kyos Assist and Kyos Serenity contract the Kyos Continuity and/or Kyos Security Insights Services, which are subject to separate specific conditions.

1.3 - **Kyos SLA is an** access service to the KYOS Support and Operations Center that includes a "time to handle" objective. It includes an activity report for the Components included in the Agreement.

1.4 - **Kyos Assist is a** centralized, proactive IT maintenance service that includes Kyos SLA services as well as monitoring, automated update management and centralized backup management for the Components included in the Agreement. Kyos Assist also includes Next Generation Endpoint Protection for User Equipment and Core Server or Virtual Server Equipment included in the Agreement.

1.5 - **Kyos Serenity** includes Kyos Assist services as well as all services related to the management of Incidents on the Components included in the Agreement.

1.6 - **Kyos Continuity** is a Service that provides access to the Kyos Support and Operations Center outside of business hours in the event of an emergency.

1.7 - The Kyos SLA, Kyos Assist and Kyos Serenity terms and conditions are also available on the Kyos website: <https://www.kyos.ch/docs>.

1.8 - Terms not expressly defined in these Kyos SLA, Kyos Assist and Kyos Serenity Terms and Conditions shall have the meanings given to them in the Kyos Terms and Conditions.

Article 2: Definitions

Agent or Probe - Software installed on a Component to monitor and report information and alerts.

Change - Refers to any modification, creation, installation, deletion, or major upgrade 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 SLA, Kyos Assist and Kyos Serenity management software and to access the list of tickets, activity reports and information from the Agents at any time.

Support Time - Defines the maximum time between the opening of an Incident ticket and its handling by our support team during business hours, based on the Incident Priority.

LEVEL	DESCRIPTION	SUPPORT TIME
P1	Critical	1 hour
P2	High	2 hours
P3	Medium	4 hours
P4	Low	16 hours
P5	Planning	

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

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

Access Equipment - All manageable network equipment: Layer 2 switches, Wi-Fi hotspots, IP phones, printers, etc.

User Equipment - Any user equipment accessing the information system: PC, MAC, smartphones, tablets, etc.

Core equipment - Any central equipment to the information system whose purchase price is less than 5'000 CHF: Server, SAN/NAS, layer three switch, Wifi controller, firewall, etc.

Advanced core equipment - Any central equipment to the information system whose purchase price is higher than 5'000 CHF

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

Impact - Estimated level of the number of Customer users impacted by an Incident: Limited Impact if only one user is impacted, Medium Impact if multiple users are impacted, High Impact if all users are impacted.

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

Major Update - A software update that adds new features or completely restructures the application.

Minor Update - A software update that primarily fixes bugs or security flaws.

Priority - Defines the priority for handling an Incident based on Kyos' estimate of the Impact and Urgency according to the following indicative matrix:

URGENCY \ IMPACT	1 USER	MULTIPLE USERS	ALL USERS
Ability to work without impact	Low (P4)	Low (P4)	Medium (P3)
A part of the work is impacted	Low (P4)	Medium (P3)	High (P2)
Inability to work	Medium (P3)	High (P2)	Critical (P1)

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

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

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

Site - An office, subsidiary, or branch at a different address from the headquarters or with a logically separate computer network.

Supervision - Service that allows you to analyze the status of a component in real time and to create alerts in case of malfunction.

Urgency - Estimated level of urgency of an Incident: Limited Urgency if the current work of the User(s) is not impacted, Medium Urgency if part of the current work of the User(s) is impacted, High Urgency if the User(s) are unable to work.

Article 3: Applicability of the contract

The Agreement applies to all Components and Services indicated on the invoices for such agreements, other Components or Services being excluded from the above agreements.

Article 4: Intervention

The contract allows for an intervention during Kyos' working hours, i.e. from 8:00 a.m. to 6:00 p.m., excluding weekends and public holidays in the Canton of Geneva and St. Gallen.

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 for priority P1 or P2 Incidents.

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 Section 18 of these terms and conditions.

Article 6: Customer's obligations

6.1 - The Customer allows Kyos to validate the existing infrastructure, and if necessary to comply with Kyos' best practices, and to deploy the services included in Kyos SLA, Kyos Assist or Kyos Serenity on the existing infrastructure. In addition, the Customer authorizes remote access via the Internet to the Components included in the Agreement.

6.2 - Once a Kyos SLA, Kyos Assist or Kyos Serenity agreement is in place, the Customer may not add new Components to its infrastructure without Kyos' prior approval.

6.3 - The Customer may instruct Kyos on the desired Changes. However, the Customer agrees to inform Kyos before making any Changes.

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 or Services or an increase in the number of users during the term of the Contract, the amounts shall be adjusted by Kyos on a pro rata basis as of the date of the addition or increase.

Article 8: Time to handle

8.1 - The objective of the service level is to intervene in the resolution of Incidents occurring on the Components included in the Contract within the agreed timeframe.

8.2 - If the Client selects the Kyos Continuity option the target response time is a maximum of one hour between the opening of the ticket and the response to the incident during non-working hours.

8.3 - In the event of an intervention requiring a trip to the Customer's site, the intervention time objective is one hour after the pick-up plus the travel time to the Customer's site.

Article 9: Proactive Maintenance

For customers with a Kyos Assist or Kyos Serenity contract, in the event of an alert or identification of a Critical Incident, Kyos is authorized to take the necessary steps to restore the service to users by taking actions it deems appropriate, such as changing the configuration or installing an update on the Components included in the contract without waiting for the customer's agreement, particularly with respect to security incidents.

Article 10: Update Management

10.1 - For customers under a Kyos Assist or Kyos Serenity contract, the management and deployment of Minor Updates are performed centrally by Kyos on each Component or Service included in the Contract with the Customer and are included in the Contract price, provided the Customer has an infrastructure that allows for the centralized management of updates.

10.2 - Updates to Components that are not centrally managed, as well as major updates, are billed separately on a time and materials basis or deducted from a "Kyos Privilege" contract.

10.3 - In the event that the version of a Component is deemed too risky by Kyos and cannot be updated, this Component is excluded from the Agreement.

Article 11: Supervision

11.1 - For customers with a Kyos Assist or Kyos Serenity contract, Supervision is performed centrally at 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 opens an Incident ticket and is handled by the Kyos support team.

Article 12: Backup management

12.1 - For Kyos Assist and Kyos Serenity customers who have a backup solution that is compatible with Kyos' management tools, Kyos will manage backups of the Contracted Components and Services centrally and remotely from its premises.

12.2 - Regular restoration tests may also be performed at the Customer's request. These are not covered by the Kyos SLA, Kyos Assist or Kyos Serenity Agreement and are invoiced separately or deducted from a "Kyos Privilege" contract.

12.3 - If the FF-BACK-CHECK option is subscribed to on a Component of the Contract, Kyos will conduct an annual check of the backups as well as a basic restoration test on this Component, the services being then included in the Contract.

Article 13: Documentation and Inventory

13.1 - Kyos will inventory and maintain strictly internal Kyos documentation of Customer Components.

13.2 - Upon request, and by subscribing to a specific option, the Customer 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: Endpoint Protection

14.1 - For Kyos Assist or Kyos Serenity customers, Kyos provides next generation endpoint protection software for any compatible User Equipment, Core Equipment or Virtual Server. Endpoint protection for a Component is a mandatory requirement for inclusion in the Kyos Assist or Kyos Serenity contract.

14.2 - Kyos does not provide any warranty of protection.

Article 15: Renewal

15.1 - The renewal of the Components must be done with Kyos.

15.2 - Components not renewed with Kyos are not included in the Kyos Serenity contract and are subject to the applicable rates as per Kyos' terms and conditions.

Article 16: Manufacturer maintenance

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

Article 17: Exclusions from the Contract

Services that are not explicitly included in the Agreement are excluded from the Agreement. They are invoiced separately or deducted from a "Kyos Privilege" contract. The following are excluded, among others

17.1 - Interventions on Components and Services not included in the Contract.

17.2 - Kyos' training, Change Services, Component Support Services, project management, as well as the presentation of status updates or results requested by the Customer.

17.3 - Services performed by Kyos as a result of improper handling by the Customer of a Component.

17.4 - Any service performed on a Component not covered by a manufacturer's Maintenance partner with Kyos.

17.5 - 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.

17.6 - Any intervention service performed under a Kyos SLA contract.

17.7 - The Kyos Assist contract does not cover response time related to Incident management.

17.8 - The Kyos Serenity contract does not cover any Incident management involving an Interaction between two Components, one of which is not included in the Contract.

Article 18: Financial conditions

18.1 - Billing is done on a monthly or annual basis according to the prices and conditions indicated on the Offer.

18.2 - Initialization fees are billed on a one-time basis upon conclusion of the Contract or upon the addition of a site.

18.3 - The prices of the services included in the Agreement are automatically adjusted at the time of renewal of the Agreement according to the evolution of said prices, the Customer's information system, the number of Components, the number of Services and the number of users.

18.4 - Billing for services included in the Agreement outside of business hours is set forth in the "Kyos Continuity" form available at: <https://www.kyos.ch/docs>.

18.5 - Services excluded from the Contract are invoiced separately in accordance with the "Service Rates" sheet in effect on the date the service is performed. The "Service Rates" sheet is available at: <https://www.kyos.ch/docs>.

18.6 - Kyos Assist and Kyos Serenity do not include hardware or software maintenance or replacement licenses, other than the provision of Endpoint Protection software for compatible Components included in the Agreement.

Article 19: Termination

19.1 - The Parties may terminate the Contract at the end of a contractual year by giving three months' notice. The termination shall be in writing.

19.2 - If the Agreement is not terminated by the Parties, it shall be automatically renewed at its expiration for 1 year.

Article 20: Application of the general conditions

For all matters not provided for in these provisions, the General Terms and Conditions of Kyos shall apply.