

KYOS SLA, KYOS ASSIST AND KYOS SERENITY TERMS AND CONDITIONS

VERSION MARCH 13, 2023

Article 1: General Framework

1.1 - By entering into a **Kyos SLA, Kyos Assist or Kyos Serenity Contract** with Kyos (the "**Contract**"), 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 support" objective. It includes an activity report for the Components included in the Contract.

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 Contract. Kyos Assist also includes Next Generation Endpoint Protection for User Device and Core Server or Virtual Server Device included in the Contract.

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 Contract.

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

1.7 - The Kyos SLA, Kyos Assist and Kyos Serenity terms and conditions as well as the Kyos general 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 meaning given to them in the Kyos Terms and Conditions.

Article 2: Definitions

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

Advanced core Device - Any central Device in the information system with a purchase price of more than CHF 5,000.

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.

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).

Component - Any Device, Virtual Server, Standard Service or Complex Service that is part of the Customer's information system.

Core Device - Any central Device for the information system with a purchase price of less than 5'000 CHF: Server, SAN/NAS, layer 3 switch, Wifi controller, firewall, etc.

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.

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

Endpoint - Any User Device, Core Device 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 Device or between Device 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.

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

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)

Support Time - The maximum time between the opening of an Incident ticket and the handling of the Incident by our support team during business hours, depending 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	

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

Site - An office, subsidiary or branch at a different address from the headquarters and 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.

User Device - Any User Device accessing the information system: PC, MAC, smartphones, tablets, etc.

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

Article 3: Applicability of the Contract

The Contract and the Services apply exclusively to the Components listed in the Contract or in the related invoices; Components not expressly mentioned in these documents are therefore excluded from the Contract and the Services will not cover these Components.

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 Device, 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 article 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 Contract.

6.2 - Once a Kyos SLA, Kyos Assist or Kyos Serenity Contract 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 if they are made by Kyos. If the Changes are made directly by the Customer, the Customer agrees to inform Kyos immediately prior to making any Changes in order to discuss the impact the Changes may have on the Components and the provision of the Services.

Article 7: Components and Services

7.1 - The Components and Services included in the Contract are the subject of a Quote.

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 due by the Customer shall be adjusted on a *pro rata basis* from the date of the addition or increase.

Article 8: Time to support

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

8.2 - If the Kyos Continuity option is selected, the target time to support 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

In the case of a Customer under 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 operation or to the Customer's availability by taking such actions as it deems appropriate, such as modifying the configuration or installing an update on the Components included in the Contract without waiting for the Customer's Contract, 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 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 "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 Contract.

Article 11: Supervision

11.1 - For the Customer under a Kyos Assist or Kyos Serenity contract, Supervision is performed centrally, from Kyos' premises, on each Component or Service included in the Contract that has a supervision Agent.

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 - If the Customer has a Kyos Assist or Kyos Serenity contract and has 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 Contract and are invoiced separately or deducted from a "Privilege Contract".

12.3 - If the FF-BACK-CHECK option is subscribed to on a Component of the Contract, Kyos will carry out 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 inventories and maintains a documentation strictly internal at Kyos of Customer Components.

13.2 - Upon request, and by subscribing to a specific option, the Customer may obtain a 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 next generation endpoint protection software for any compatible User Device, Core Device or Virtual Server under a Kyos Assist or Kyos Serenity Contract. Endpoint protection for a Component is a mandatory prerequisite for inclusion in the Kyos Assist or Kyos Serenity contract.

14.2 - Kyos does not provide any guarantee 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

17.1 - Services that are not explicitly included in the Contract are excluded from the Contract. The following, among others, are excluded:

- Interventions on Components and Services not included in the Contract.
- Kyos' training, Change Services, Component Support Services, project management, and the submission of status updates or results requested by the Customer.
- Services performed by Kyos as a result of improper handling of a Component by the Customer.
- Any service performed on a Component not covered by a manufacturer's Maintenance partner with Kyos.
- 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 from Kyos.
- Any intervention service carried out within the framework of a Kyos SLA contract.

17.2 - The Kyos Assist contract does not cover intervention time related to the management of Incidents.

17.3 - The Kyos Serenity contract does not cover the management of an Incident 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 Quote.

18.2 - Initialization fees are invoiced on a one-time basis when the Contract is concluded or when a site or service is added.

18.3 - The prices of the services included in the Contract are automatically adjusted at the time of renewal of the Contract 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 Contract outside of business hours is set forth in the "Kyos Continuity" flyer available at: <https://www.kyos.ch/docs>.

18.5 - Services excluded from the Contract will be invoiced separately or deducted from a "Privilege Contract" in accordance with the "Price of Services" sheet in effect on the date the service is performed. The " Price of Services " sheet can be viewed 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 Contract.

Article 19: Default

19.1 - In the event of non-compliance with a payment deadline, the Customer is automatically in default.

19.2 - In the event of default, Kyos may immediately discontinue the provision of Services and require full payment of outstanding invoices before resuming the provision of such Services.

19.3 - Interest on arrears of 5% per annum is applied, calculated from a period of thirty working days following the sending of a first reminder.

Article 20: Termination

20.1 - The Parties may terminate the Contract at the end of a calendar year, subject to three months' notice. Termination shall be in writing. Any termination given without respecting the time limits and notice periods shall be considered as being given in untimely manner.

20.2 - If the Contract is not terminated by the Customer or Kyos, the Contract will be automatically renewed for a period of one year upon its expiration.

20.3 - In the event of a formal notice of default, Kyos may also terminate the Contract immediately without notice.

Article 21: Application of the general conditions

Subject to the special provisions of these terms and conditions, the general terms and conditions of Kyos shall also apply to the Contract to the extent of the remainder; in the event of any conflict between these terms and conditions and the general terms and conditions of Kyos, these terms and conditions shall prevail.