

SOLUTION-AS-A-SERVICE TERMS AND CONDITIONS

VERSION MARCH 13, 2023

Article 1: General Framework

1.1 - By entering into a **Solution-as-a-Service** contract (the "**Contract**") with Kyos, the Customer acknowledges and agrees to be bound by these Solution-as-a-Service Terms and Conditions and Kyos' General Terms and Conditions.

1.2 - Solution-as-a-Service allows the Customer to benefit from the use of certain Products and Services provided by Kyos by choosing an annual or monthly payment method, without having to spend a large initial investment. The Customer agrees to pay a fixed amount of money for a certain period of time.

1.3 - The Solution-as-a-Service Terms and Conditions as well as the Kyos General Terms and Conditions are also available on the Kyos website: <https://www.kyos.ch/docs>.

1.4 - Terms not expressly defined in these Solution-as-a-Service Terms and Conditions shall have the meaning given to them in Kyos' General Terms and Conditions.

Article 2: Definitions

Change - Means any modification, installation, or deletion of a Service.

Contract Balance - The total amount of invoices to be paid in the remaining billing periods until the Expiration Date of all Contracted Packages.

Contract Expiration Date - The expiration date of the last Package included in the Contract.

Contract Initial Date - The date on which the first Package included in the Contract starts.

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 products or components, such as a network connection between two.

Package(s) - "Solution-as-a-Service" Products and/or Services included in the Contract.

Package Expiration Date - The expiration date of a Package as set forth in the Quote, or, if not set forth in the Quote, the expiration date as set forth in the invoices.

Package Start Date - The start date of the Package as stated in the Quote, or, if not stated, the date of commissioning or delivery of the Package.

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 - 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	

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

Article 3: Applicability of the Contract

The Contract applies to all Packages specified in the Quote and/or any amendments thereto accepted by the Customer and Kyos, all other Packages provided by Kyos being excluded from the Contract.

Article 4: Duration and renewal

4.1 - The Contract shall come into force on the Initial Date of the Contract and shall be valid until the Expiry Date of the Contract.

4.2 - If the Contract is not terminated in accordance with Article 13 below, it shall be automatically renewed on its expiry date for a further year. The Contract Expiration Date shall then be extended by one year.

Article 5: Addition and deletion of Packages

5.1 - The Customer may, with Kyos' consent, add Packages to the Contract at any time. A Quote to amend the Contract will be sent to the Customer indicating the detailed price of each new Package.

5.2 - The Customer may not delete a Package from the Contract before the Package's Expiration Date.

5.3 - Either the Customer or Kyos may cancel a Package on a Package expiration date by giving three months' notice. Cancellation must be in writing.

5.4 – The Customer becomes the owner of the Products of a Package only after the Package expiration date and after full payment of all invoices related to this Package.

Article 6: Time to support

6.1 – 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 holidays in the Canton of Geneva and St. Gallen.

6.2 – The service level objective is to intervene in the resolution of Incidents affecting the Packages included in the Contract within the agreed Support Time.

6.3 – 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 7: Proactive Maintenance

In the event of an alert or identification of a Critical Incident, Kyos is authorized to take the necessary measures to restore any Package to operation or availability by taking actions it deems appropriate such as modifying the configuration or installing an update of the Products included in the Contract without waiting for the Customer's Contract, and this in particular for security incidents.

Article 8: Update Management

The management and deployment of updates is performed centrally by Kyos on each Product included in the Contract and is included in the price of the Contract, provided that the Customer has an infrastructure that allows for centralized management of updates.

Article 9: Documentation and Inventory

Kyos shall inventory and maintain strictly internal Kyos documentation of the Products included in the Contract.

Article 10: Exclusions from the Contract

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

- Interventions on Products not included in the Contract.
- Kyos' training, Change Services, Support Services for the use of a Service, and the presentation of status updates or results requested by the Customer.
- Services performed by Kyos as a result of improper handling by the Customer of Products included in the Contract.
- 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.
- Incident management involving an Interaction between two products, one of which is not included in the Contract.

Article 11: Financial conditions

11.1 – In the case of annual billing, the invoice for the relevant Package, including the set-up fee and the amount due for the first year, is sent on the Package Start Date (the first billing year runs for a period of twelve months from the Package Start Date). Packages are then billed at the beginning of each calendar year for a billing period from

January 1 to December 31 (provided that if a Package Start Date began during the year, the billing period for the second year runs from the day after the first anniversary of the Package Start Date to December 31).

11.2 – In the case of monthly billing, the invoice for the relevant Package including the set-up fee and the amount due for the first month is sent on the Package Start Date. The Packages are then invoiced at the beginning of each month for a billing period extending from first day of each month to the last day of that month.

11.3 – Billing ceases on the Package Expiration Date for any Package removed from the Contract in accordance with article 5 above.

11.4 – If the Package expiration date occurs during the course of a year, respectively during the course of a month, the amount invoiced during the last billing period of the Package is calculated *on a pro rata basis* of the number of days between January 1, respectively between first day of the last billing month, and the Package expiration date.

11.5 – The Services excluded from the Contract are invoiced separately or deducted from a "Privilege Contract" in accordance with the "Price of Service" sheet in force on the date of execution of the service. The "Price of Service" sheet can be viewed at: <https://www.kyos.ch/docs>.

11.7 – In the event of termination of the Contract prior to the Expiration Date, whether as a result of termination of the Contract by either party or notice of default by Kyos to the Customer, the Balance of the Contract shall become immediately due and payable by Kyos and the Customer shall be obligated to pay the full amount thereof.

Article 12: Default

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

12.2 – In the event of default, Kyos may immediately discontinue the provision of the Packages and require full payment of outstanding invoices before resuming the provision of such Packages.

12.3 – 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 13: Termination

13.1 – Either the Customer or Kyos may terminate the Contract by giving three months' notice to the end of a calendar year or to the End Date of the Contract. Termination shall be in writing.

13.2 – In the event of default notice as explained in article 12, Kyos may also terminate the Contract immediately without notice.

Article 14: Application of the general conditions

Subject to the special provisions in these Solution-as-a-Service Terms and Conditions, the general terms and conditions of Kyos shall also apply to the Contract insofar as they are not inconsistent with the general terms and conditions of Kyos; in the event of any inconsistency between the Solution-as-a-Service Terms and Conditions and the general terms and conditions of Kyos, the Solution-as-a-Service Terms and Conditions shall prevail.