Software Support, Service Availability and Maintenance

Our Software support, maintenance and service availability for **Unycom** is outlined below.

1   SCOPE OF SERVICE

Based on the associated agreements and according to the service levels purchased by you, this document describes either Subscription and Hosting Service or Software as a Service ("Purchased Service") for Unycom Software to you. Within this Purchased Service:

I.   You may **use the Unycom Solution** ("Application") as defined in the associated agreements and within the provisions of these agreements.

II.   We provide **application support** according to the support plan to you. In performing support services, we:

    a.   perform processes and tasks in a state of the art manner,

    b.   appoint trained and skilled personnel in the performance of the service,

    c.   have a security and data protection policy in place,

    d.   depend on the active cooperation of you in certain processes (e.g. for information, approval, decision, etc.), in order to ensure smooth and productive cooperation and to comply with the agreed service level objective (SLO).

III.   We **host the Application** and **host and maintains the system environment** needed to run the Application ("Hosted Environment") as specified in this Agreement or associated agreements and according to the agreed service level objectives (SLOs) defined herein.

The Purchased Service is provided for the following environments:
- Productive system in Hosted Environment
- Test system in Hosted Environment

Please note: Terms appearing in capital letters in this document shall have the meaning as defined in chapter 5 Definitions. This document is an integral part of the Agreement between you and Unycom GmbH.

2   Your Duties

In order to achieve the defined SLOs, we highly depend on your cooperation in certain actions and processes, especially in the following areas:

- Contact persons: You will designate one or more senior-level individuals ("Client Service Owner(s)") to act as our primary contact and have the authority to make or initiate decisions, in line with your internal approval policies, regarding actions to be taken by you with regard to the ordered services. Changes regarding these contact persons will be communicated to us duly in advance.

- Information: You will inform us in a timely manner about system maintenance actions and other changes that might impact the services provided by us under this agreement (regardless of whether these changes will be implemented by you or by third party suppliers).
- Decisions and approvals: You will take decisions and make approvals asked for by us without undue delay.
- You shall provide us access to and use of all information, data, documentation, computer access, facilities and working space as may be reasonably required by us to perform Additional Services if ordered by you.
- Unycom Ticket Tool: You report Incidents to us only via the Unycom Ticket Tool. In case of unavailability of the Unycom Ticket Tool, you can temporarily report Incidents via phone or e-mail. You will make a first classification of the Incident's severity; our support team will adjust the severity level if it is considered inaccurate. You shall give the Unycom Support team as much information as possible within the ticket, especially with incidents:
  - Which steps or clicks have you made?
  - What is the impact of your business?
    - E.g. business processes take longer than expected, business processes cannot be fulfilled, …
  - In which area or in which file occurs the incident?
  - Does the incident also occur in other areas or cases?
  - Does the incident also occur with other users?
  - A screenshot of the incident
  - Include the Unycom **Issue Reporting Package**

3   Service Description

Based on the associated agreements and according to the service levels purchased by you, this chapter 3 informally describes the tasks we perform in order to give you an overview of our activities within the Purchased Service. Chapter 4 "Service Level Objectives (SLOs)" defines the objectives we agree to fulfill within this agreement and according to the service levels purchased by you within the provisions of the associated agreements.

3.1   Support Plan for Unycom Application

The support plan described in this chapter refers to all support levels offered by us regarding the use of the Application. The support levels within the support plan "PREMIUM" apply within the provisions of the associated agreements:

- **Advanced online ticket tool**

  We provide an online ticket tool for centralized communication between Named Users and our support team. The advanced ticket tool functionality provides an integrated ticket management process and supports online requesting of additional IT & consulting services. Any ticket received via the Unycom Ticket Tool will be handled by our support team within the Standard Service Hours.

- **Guaranteed response times for incidents**

  In the case of an incident, an initial diagnosis will be received by you within the guaranteed response times. If no immediate resolution is possible, the incident is classified according to type and severity.

- **Client Control Center**

  The Client Control Center is familiar with the Unycom SaaS-Environment and acts as a direct access point to the Unycom team. The Client Control Center advocates on behalf of you and is your main contact.

- **Self-help resources**

Unycom provides an integrated online help system for the Application (available in English and German) as well as an additional documentation package that is compliant with your current Application version.

- **Newsletters covering product improvements & law updates**

  Unycom provides notifications on upcoming changes in the system (e.g. on updates of the Application, changes to international IP legislation, etc.). Recipients of the newsletter need to be named as soon as possible. Execution of requested changes is not included and needs to be ordered and paid separately.

3.2 Hosting of Unycom Application

The following chapters describe the service levels regarding the hosting of your Application and the services needed in order to host and maintain the system environment required to run the Application as specified in this agreement or associated agreements and according to the agreed service level objectives (SLOs).

The Hosting Service of Unycom covers relevant IT processes required to run the Application in the Hosted Environment according to the agreed service level objectives (SLOs). The Application will be hosted in the data center of a **third-party data center provider**, you are aware of that and agree with this fact. Data stored by you via the Application in the Hosted Environment will always be physically stored in the **EU**, **Switzerland**, or **Liechtenstein**.

The hosting of the Unycom Application for you is either agreed upon in a hosting agreement between you and us or in the course of a software as a service agreement between you and us, according to the provisions in such associated agreements.

3.2.1 Installation, Setup and Configuration Management

Unycom's management of installations, setups and configurations ensures a consistent, maintained, and up-to-date environment to host the Application.
It includes:

- Performing and maintaining the configuration of network, server(s), operating system, and storage system within the Hosted Environment as well as other relevant operational components within the Hosted Environment that are required to operate the Application according to the agreed SLO.
- Providing the Application with Availability according to the SLO.
- Establishing a secure and encrypted network connection from Unycom's operations and management center to the data center hosting the Hosted Environment.
- Adjusting configurations so they comply with the recommendations of third-party software and hardware manufacturers regarding health status of the Hosted Environment. This may include proactive tuning measures as well as reactive corrections of parameters to ensure a smooth interaction between different components of the Hosted Environment.
- Handling changes in the Hosted Environment of configurations according to the change management policy.
- Installation and configuration of all components required to execute properly backups and to perform disaster recovery according to the agreed SLO.
- Installation and configuration of components of the Hosted Environment needed to run and operate the Application. This covers the following aspects: asset management, load balancing, monitoring, logging, alerting, automation, backup and restore, disaster recovery, security-related functions, and patch management.

3.2.2 Management of Releases

Our management of releases includes:
- Keeping involved components of the Hosted Environment on a release level that is supported by the manufacturer of the component.
- Aligning the infrastructure of the Hosted Environment with the general technological development and replacing hardware components in compliance with the technical development and life cycles.
- Regularly checking the existing manufacturer documentation of software packages used in the Hosted Environment for updates (including checks for dependencies and preconditions) and performing updates according to the implementation notes of the manufacturer. In case an update is not relevant (e.g. because it does affect parts that are not installed) or not compatible with other software packages, the update will not be installed.

3.2.3 Change Management

Our change management includes:
- Implementation of the change management policies and procedures for all changes done in the Hosted Environment. The change management process includes a formal change approval process, a risk-based change classification, an impact assessment of the change, the definition of fallback procedures, a proper prioritization, validation of proper change execution, planning of the change and a proper announcement of the change.
- Decision on the necessity of changes: As soon as you are impacted by a change (e.g. additional costs, time delay, non-availability of the service, etc.) and/or the change is planned to be done outside of the agreed maintenance windows, you will be informed and asked for approval of the change and its planned implementation. The decision on other changes is our responsibility.
- Patches and hotfixes will be installed according to the agreed SLO.
- Maintenance and security updates will be installed with minimal downtime and, whenever possible, using the agreed maintenance windows.
- Changes will be planned to be implemented within the agreed maintenance windows. Changes outside of these maintenance windows will be avoided by us as far as possible, except for emergency-type changes that are required to protect or re-establish the service level.

3.2.4 Incident and Problem Management

Our incident and problem management includes:
- Execution of the incident management policy.
- Provision of the Unycom Ticket Tool (standard language is English) for logging and tracking of incidents to a contact person designated by you.
- Reaction to and fixing of incidents according to the agreed SLO.
- Provision of a temporary workaround for an incident, if necessary and possible.
- Regular reporting on incident statistics according to the SLO.
- Proactive problem management for the Hosted Environment, including identification, classification, diagnosis, and analysis of the root cause for a problem.
- Addressing identified major problems including identification of problem fixes or workarounds for detected problems.

3.2.5 Management of System Environment, Monitoring and Availability

Managing the system environment, monitoring and availability includes:

- Performance of standard system maintenance activities that are necessary to keep the Hosted Environment running properly and in good condition, for example: preventive clean-up of temporary areas, reorganization of disk space, clearing caches, regaining blocked space or memory back, cleaning log areas, purging old data from the database. To ensure consistent service delivery, your employees will not be provided with privileged accounts to the Hosting Environment.
- Logging of relevant events occurring in the Hosted Environment based on best practice. The storage time of the logs depends on the system covered by the log.
- Monitoring of relevant aspects of the Hosted Environment, covering: storage, network, server, OS, Application or any other software components needed to operate the environment according to good system management practice and in line with the agreed SLOs.
- In case of capacity bottlenecks in the Hosted Environment we will inform you about necessary system expansions and costs (if applicable). We will also inform you about the root cause for the bottleneck and you may decide on settling the root cause or ordering additional resources at the applicable fees (if applicable).
- Appliance of all reasonable efforts to have the Application available in the hosted production environment according to the SLO.
- Planning and execution of maintenance actions within scheduled maintenance windows according to the SLO. Unscheduled outages will be avoided whenever possible.
- Reports on availability are provided to you according to the SLO.
- Provision of additional hosting services on request at the applicable service fee.

3.2.6 Backup and Recovery

Our backup and disaster recovery includes:

- Execution of backups according to the SLO.
- Where supported by manufacturer: performing backups with backup agents to ensure the consistency of the status of the Application and its data.
- Periodic (at least annual) execution of restore tests to ensure backups can be restored successfully within the standard Unycom Hosted Environment.
- In case of necessary adaptations of the automated backup processes, additional restore tests will be executed to test the adapted processes.
- Recovery testing includes: restoring and starting of affected software products, validating basic functionality of affected software products and analyzing error messages in order to initiate any actions to be taken.
- In case of disaster: Restoring the systems from backup in case of system and/or data loss. Before a restore action is carried out in the production environment, we will coordinate with you first and not execute the restore action without your approval. Disaster recovery will be performed according to the SLO.

3.2.7 Security Management

Our security management includes:

- Maintenance of a good protection level for the Hosted Environment. Security management covers proactive and reactive measures required to secure the Hosted Environment, such as management of virus/malware protection, management of network and connectivity security, management of user identity and access being under full

control by us, management of firewalls, timely execution of security patching, and performing proactive threat analyses to understand the threat landscape.

- Regular performance of penetration tests; reports on results can be provided to you on request.
- Identification and application of relevant security patches for the Hosted Environment.
- Hardening of systems based on their security exposure and in line with good practices defined for the used technologies.
- Maintaining a list of named persons who have high-privileged accounts for the Hosted Environment that is always up to date. The list can be provided to you on request.
- Access to the Hosted Environment is only granted to skilled personnel by us.
- Access to our premises allowing connectivity to the Hosted Environment is properly protected and can only be accessed by authorized personnel. Remote access of our personnel to the Hosted Environment is protected with state–of-the-art two-factor authentication mechanisms.
- Access to the Hosted Environment is only given to personnel who must execute tasks relevant for the service delivery. Granting access requires Unycom-internal approvals and will only be granted on an as-needed basis. Access is maintained properly also in case of the assignment of new duties or if an employee leaves us.
- We have an information security policy in place. All of our employees are informed about and trained on this security policy.
- Despite from necessary accounts for the data center provider, no other third party will be given access to the Hosted Environment without prior written approval by you.
- Without explicit written approval by you, we will never establish a connection from the Hosted Environment directly to the Internet outside of the setup defined with you.

3.2.8   Audits and Certifications

Provisions regarding audits and certifications:

- Unycom has been audited, reviewed, and certified to ISO 27001:2013 for its Information Security Management System (ISMS).
- The Hosted Environment is hosted in a certified data center (current certifications of the data center at the date of contract signature: ISO 9001:2015, ISO 27001:2013, ISO 20000-1:2011.
- Client-driven audits of the Hosted Environment in the data center are possible on request. To comply with ISO certifications, any audits underlie the following preconditions: the date of the visit is coordinated with us and the visit is restricted to certain areas. Costs of Client-driven audits will be borne by you.
- Client-driven penetration tests can be performed by you if coordinated with us. In case of findings, you will inform Unycom about the findings. The findings will be classified by us in CVSSv3 and will be handled according to the SLO.

3.2.9   Additional Options

According to the service levels purchased by you, service levels may also include the following, based on the associated agreements and the underlying offer:

- Provision of VPN node at the data center to enable the establishment of a secure and encrypted network connection between your network and the data center.

4 Service Level Objectives (SLOs)

All service level objectives (SLOs) are measured by Unycom within the production systems of the Hosted Environment.

4.1 Availability

SLO type	Description	SLO level
Availability SLO	Access to the Application via the provided URL in the hosted production environment (Hosted Environment)	99% Availability SLO on a 24/7 basis (excl. maintenance windows). Regarding the calculation of Availability SLO, see chapt. 5 Definitions.

4.2 Unycom Ticket Handling

SLO type	Description	SLO level
Number of named users	Number of named users in the Unycom Ticket Tool	<<X>> users
Operating hours of Unycom Ticket Tool	The Unycom Ticket Tool is provided to you on a 24/7 basis (occasional downtimes possible due to maintenance windows, non-availability, etc.).	Provided 24/7
Service hours of Unycom Support Team	Any Ticket received via the Unycom Ticket Tool will be handled by the Unycom support team within the Unycom standard service hours.	Mo-Fr 08:00-17:00 CET

4.2.1 Ticket Response Times

SLO type	Description	SLO level
Ticket response times	Response within Unycom's standard service hours, response time starts within the service hours.	Severity level 1: immediate Severity level 2: immediate Severity level 3: 2 workdays Severity level 4: 2 workdays

4.2.2 Ticket Resolution Times

Severity Level	Description	SLO level
1	Critical: Critical production issue that severely impacts the use of the service. The situation halts business operations and no procedural workaround exists.	Within 0.5 working day (4 hours)

	- Service is down or unavailable. - Data is corrupted or lost and must be restored from backup. A critical feature / function is not available.	
2	Major: Major functionality is impacted or significant performance degradation is experienced. The situation is causing a high impact to portions of business operations and no reasonable workaround exists. - Service is operational but highly degraded performance to the point of major impact on usage. Important features to the Software offering are unavailable with no acceptable workaround; however, operations can continue in a restricted fashion.	Within 5 working days
3	Minor: There is a partial, non-critical loss of use of the Service with a medium-to-low impact on your business, but your business continues to function. Short-term workaround is available, but not scalable.	Next updates
4	Cosmetic: Inquiry regarding a routine technical issue; information requested on application capabilities, navigation, installation or configuration; bug affecting a small number of users. Acceptable workaround available.	Input for Unycom's Product Roadmap

4.3   Service Operations for Hosting

SLO type	Description	SLO level
Operating hours of Unycom software	Unycom provides the Application within the agreed operating hours. Regarding the Availability SLO, see chapter 4.1.	Mo-Su 00:00-24:00 CET
Backup & Restore	Unycom uses redundant storage technology and stores archive logs redundantly to separate locations. Unycom performs one full backup per week and six incremental backups per week (daily except on days with full backup). **RPO:** (Recovery Point Objective) Maximum loss of data changes over time before loss of system. **RTO**: (Recovery Time Objective) targeted duration of time within which system will recover to normal	Backup retention: 5 weeks RPO: 2 hours RTO: 24 hours
Patch Management	Hotfixes and security patches according to regular patch cycles; you will be informed in advance regarding any potential downtimes.	According to response time of Severity level For scheduled patches the following pre-defined time frames will be used in case system maintenance is needed: - productive system: every Saturday (from Sa 06:00 a.m. – Su 06:00 a.m.) - test system: every Thursday before scheduled patch for productive system (from 07:30 a.m. – 5:00 p.m.) Notification of patches: you will receive an annual patch schedule at the beginning of each calendar year. Additionally, you will receive a reminder for each patch at least one (1) calendar week before the relevant patch.
Update Management	Updates of the Application according to the product life cycle; You will be informed in advance	Installation of Application updates

4.4 Reporting

SLO type	Description	SLO level
SLO report	Unycom delivers a report containing all agreed SLO types and the reached SLO levels within the agreed time frame.	Quarterly report

5 Definitions

Application refers to the Unycom Software as covered by the Subscription Agreement or SaaS Agreement or Order Form/Order between you and us, hosted for you by us based on this document and the Hosting Agreement or SaaS Agreement between you and us.

Availability is defined as the ability to access the Application on the productive Hosted Environment via the provided URL. Non-availability always means that a Severity Level 1 Critical ticket is raised and we will use all commercially reasonable efforts to restore availability.

Calculation of Availability in % (calculation of Availability SLO):

The **Availability SLO** will be calculated per calendar quarter, based on the recorded times of non-availability of the Application in our hosted productive environment and according to the formula specified below. The following events/time frames are not relevant for calculating the Availability SLO:

- Unavailability during maintenance windows
- Any unavailability caused by third party software in your control (e.g. single sign-on, firewall, etc.)
- Any delay in fixing the unavailability, if this delay is the result of:
  - a pending decision to be made by you or
  - requested but missing information from you that is needed to fix the unavailability
- Any unavailability caused by circumstances beyond our reasonable control, including without limitation: acts of God, acts of government, flood, fire, earthquakes, civil unrest, acts of terror, strikes or other labor problems, or Internet service provider failures or delays

AVL … Availability SLO in the period under consideration (one calendar quarter) (in seconds)

MAV … Maximum possible Availability in one calendar quarter (in seconds)

NAV… Recorded times of non-availability of the Application in the hosted production environment (measured by Unycom) within the operation hours (Mo-Su), excluding non-availability due to the reasons defined above in seconds.

$$AVL = \frac{MAV - \sum NAV}{MAV} \; x \; 100$$

Example:

The Application on productive system was operated for one calendar quarter (from Oct. 1 till Dec. 31) on a 24/7 basis for the measurement of the Availability, that means: 88 days (that is 92 days Mo-Su minus 4 days for maintenance) and there were three periods of non-availability within this time frame: 32 minutes, 94 minutes and 66 minutes.

In this example:

MAV = 126,720 minutes or 7,603,200 seconds

∑ NAV = 192 minutes or 11,520 seconds

The SLO Availability is:

AVL= ((MAV-∑NAV)/MAV)*100 = ((7,603,200-11,520)/7,603,200)*100 = 99,85%

Hosted Environment consists of all software packages and hardware components needed to run the Application. It is defined as the common integrated hardware and software components (including but not limited to hardware, software, servers, networks and technology installed within such environment, excluding the Application) used by us to provide Hosting Services for you, excluding any hardware, software or telecommunication networks outside the scope of our control (such as, but not limited to, the Internet and telecommunication networks used to connect to the hosted infrastructure).

Hosting Service is defined as the service we perform for you in accordance with this agreement, that is: hosting the Application and hosting and maintaining the system environment needed to run the Application ("Hosted Environment") as specified in this agreement or associated agreements and according to the agreed service level objectives (SLOs).

Incident is defined as an event with impact on the standard functioning of the Hosted Environment or Application. Incidents will be handled according to their Severity Level.

Named Users are individuals who are registered with their user name in order to be authorized to access and use the Unycom Software.

Severity levels:

Severity Level	Description
1	<u>Critical</u>: Critical production issue that severely impacts the use of the service. The situation halts business operations and no procedural workaround exists. - Service is down or unavailable. - Data is corrupted or lost and must be restored from backup. A critical feature / function is not available..
2	<u>Major</u>: Major functionality is impacted or significant performance degradation is experienced. The situation is causing a high impact to portions of business operations and no reasonable workaround exists. - Service is operational but highly degraded performance to the point of major impact on usage. Important features to the Software offering are unavailable with no acceptable workaround; however, operations can continue in a restricted fashion.
3	<u>Minor</u>: There is a partial, non-critical loss of use of the Service with a medium-to-low impact on your business, but your business continues to function. Short-term workaround is available, but not scalable.
4	<u>Cosmetic</u>: Inquiry regarding a routine technical issue; information requested on application capabilities, navigation, installation or configuration; bug affecting a small number of users. Acceptable workaround available.

Security Incidents are handled according to the incident management process. We rate every Security Incident in accordance with the CVSSv3 standard. Depending on the resulting base score, we assign Security Incidents to severity levels.

Mapping between CVSSv3 and Severity Levels:

CVSS Base Score	Severity Level
8.0 - 10.0	1
6.0 - 7.99	2
4.0 - 5.99	3

Ticket is any Incident or service request from you provided to us via Unycom Ticket Tool and will be handled according to its severity level.

Problem is defined as a flaw in the environment which may have a negative impact on the standard functioning through a specific incident or through an increasing deviation from the expected standard.

Service Level Objectives (SLOs) are key performance indicators measuring the quality of the Hosting Service agreed between you and us, see chapter 4.

Standard Service Hours are the hours when the service is available as defined in the SLO of this document. In general, our standard is Mo-Fr 08:00-17:00 CET.

Last updated: December 15, 2023 (version 1.1)