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Service Level Agreement (SLA) für Momentum (PRO)
Version 1.2
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Service Level Agreement (SLA)

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1. Purpose

This agreement constitutes a Service Level Agreement (hereinafter referred to as "SLA") for the provision of services required for the operation, support, and maintenance of the following Software-as-a-Service (SaaS) products developed and operated by sureVIVE SA: Momentum, Momentum PRO, and all of their modules and components (hereinafter referred to as "Momentum (PRO)").

2. Definition

Change

the addition, modification, or removal of anything that could affect the services provided by Momentum (PRO)

Incident

refers to a single event or a series of events that result in an impairment or outage of the services provided by Momentum (PRO)

Business hours

are defined as the time between 8:30 a.m. and 12:00 p.m. and between 1:15 p.m. and 6:00 p.m. (CET) on working days

Problem

cause or potential cause of one or more incidents that can be temporarily resolved by a workaround

Resolution Time

refers to the time elapsed between the reporting of an incident by the customer and sureVIVE SA's ability to reduce the severity of the incident or resolve it

Response Time

refers to the time elapsed between the reporting of an incident by the customer and sureVIVE SA's response to that incident

Service availability

Availability per year (i.e., no complete service outage) of the service infrastructure, calculated as a percentage

Service Request

refers to a customer's request ("Service Request") based on which activities (e.g., configurations) are performed that have been agreed upon as a normal part of service delivery

Severity Level

refers to the severity level assigned to an incident by sureVIVE SA in coordination with the customer. There are 4 different severity levels as follows:

	<u>SEVERITY LEVEL 1</u>	<u>SEVERITY LEVEL 2</u>	<u>SEVERITY LEVEL 3</u>	<u>SEVERITY LEVEL 4</u>
<u>TITLE</u>	Critical	Degraded	Standard	Minor
<u>DESCRIPTION</u>	Momentum (PRO): Instance unavailable or completely unusable in production.	Significant functionalities in Momentum (PRO) are unavailable or severely impaired in their functionality/performance.	Individual, non-critical functionalities in the Momentum (PRO) instance are unavailable or significantly impaired in their functionality/performance.	Nicht verfügbare Funktionen oder stark eingeschränkte Funktionalität/Leistung für einzelne Benutzer oder kleine Gruppen von Benutzern

NICHT ABSCHLIESSENDE LISTE VON BEISPIELEN

- Momentum (PRO) instance is completely unavailable (i.e., total service outage).
- Momentum (PRO) is unusable in the context of event/incident processing.
- All users within the organization are unable to log in.
- Events/incidents cannot be created via APIs and the web application.
- Alarms cannot be sent at all, confirmations cannot be received, or the selection of emergency personnel is not working.

- Momentum (PRO) instance is usable, but with performance degradation.
- Momentum (PRO) modules unrelated to event/incident processing are unusable.
- **Individual functions used in the alarming process are unusable** (e.g., map).

- Individual events/missions cannot be created, modified, or completed.
- Individual functionalities unrelated to mission processing are unusable or severely impaired in their functionality/performance.
- **Individual functions used in the alarming process are usable only with performance degradation** (e.g., the map doesn't load).

- Ein einzelner Benutzer oder eine kleine Gruppe von Benutzern kann sich nicht in die Momentum (PRO)-Instanz einloggen
- Ein einzelner Benutzer oder eine kleine Gruppe von Benutzern ist nicht in der Lage, die Momentum (PRO)-Instanz zu nutzen oder nur mit Funktions-/Leistungseinbussen

Working days

Monday to Friday, except public holidays in the Canton of Ticino, Switzerland

3. Scope of Services

The following services are covered by this agreement:

- Change Management: according to ITIL® best practices
- Incident Management: according to ITIL® best practices
- Problem Management: according to ITIL® best practices
- IT Service Continuity Management: according to ITIL® best practices
- Product and release documentation: provision and updates
- Service Level Management: KPI-based dashboards
- Service meetings: 30 - 90 minutes, monthly or quarterly
- Service monitoring: availability, error, and performance monitoring at application and infrastructure levels
- Handling of service requests
- Support: via email, ITSM tool, and telephone support hotline in 3 languages (German, French, Italian)
- Update installation: software and security patches on a regular basis

Additional service fees may apply for managing and resolving incidents and problems caused by the customer's software/hardware configuration and setup; these will be charged separately.

Furthermore, this SLA does not apply to incidents and problems caused by third parties, such as (non-exhaustive list): third-party software providers, third-party hardware providers, system integrators, IT consulting agencies, infrastructure hosting providers, and third-party service desk providers. Additional service fees may apply for such incidents and problems and will be charged separately.

Consulting and training activities not related to the services described above are not included in the stated fees and will be billed separately.

4. Service availability

The values for service availability do not vary between the individual service levels and are defined as indicated below. When using additional Microsoft Azure services, such as Azure Front Door or Azure Data Lake, different service availabilities than those listed below may apply.

Upon request, sureVIVE SA can calculate end-to-end service availabilities that, where possible, also take into account the customer's network and computing infrastructure.

<u>SERVICE TYPE</u>	<u>SERVICE AVAILABILITY</u>	<u>MAX. DOWNTIME PER YEAR</u>
Azure Kubernetes Service	99.95%	4 hours 23 minutes
Azure Database for MariaDB	99.99%	53 minutes

5. Service Levels

The customer can choose between the following service levels:

- Basic
- Limited
- Mission-critical

which primarily determine the response and resolution times in the incident management process. Below is a complete list of KPIs and services for service level management.

Change Management

	<u>SERVICE LEVEL</u>		
	<u>BASIC</u>	<u>LIMITED</u>	<u>MISSION-CRITICAL</u>
Notification of changes	no prior notification (SaaS model)*	no prior notification (SaaS model)*	5 wd before the change implementation
Change Monitoring Dashboard	not included	not included	included (EN only)

wd = working day(s)

**in case of non-disruptive changes*

Incident Management

	<u>SERVICE LEVEL</u>					
	<u>BASIC</u>		<u>LIMITED</u>		<u>MISSION-CRITICAL</u>	
Reporting of incidents via	ITSM-Tool**		E-Mail, ITSM-Tool		Email, ITSM tool, telephone support hotline (DE, IT, FR)	
	<i>Response Time</i>	<i>Resolution Time*</i>	<i>Response Time</i>	<i>Resolution Time*</i>	<i>Response Time</i>	<i>Resolution Time*</i>
Severity level 1	1 wd	2 wd	4 wh	1 wd	30 min	24 h
Severity level 2	2 wd	45 wd	1 wd	5 wd	4 h	60 h
Severity level 3	5 wd	90 wd	2 wd	45 wd	1 wd	15 wd
Severity level 4	Best Effort	Best Effort	Best Effort	Best Effort	Best Effort	Best Effort

min = minute(s), h = hour(s), d = day(s), wh = working hour(s), wd = working day(s)

* Time until the severity of the incident is reduced to the next lower level (e.g., from level 1 to 2)

** only for a maximum of 3 operational contacts on the customer's side

Problem Management

<u>SERVICE LEVEL</u>			
	<u>BASIC</u>	<u>LIMITED</u>	<u>MISSION-CRITICAL</u>
	Update frequency	Update frequency	Update frequency
Problem Report	not included	quarterly	monthly

IT Service Continuity Management

<u>SERVICE LEVEL</u>			
	<u>BASIC</u>	<u>LIMITED</u>	<u>MISSION-CRITICAL</u>
Business Continuity Report	not included	not included	quarterly
Data backup*	included (AES-256 encrypted, up to a maximum 35-day retention period)	included (AES-256 encrypted, up to a maximum 35-day retention period)	included (AES-256 encrypted, up to a maximum 35-day retention period)
Data backup restoration*	Point-in-time restore to any point during the retention period	Point-in-time restore to any point during the retention period	Point-in-time restore to any point during the retention period
Business continuity / disaster recovery metrics	Recovery Point Objective (RPO) for database restoration: < 15 minutes	Recovery Point Objective (RPO) for database restoration: < 15 minutes	As limited, with incremental improvements to RPO and RTO. Further details available upon request.
	Recovery Time Objective (RTO) for database restoration: variable	Recovery Time Objective (RTO) for database restoration: variable	

* according to: <https://learn.microsoft.com/en-us/azure/mariadb/concepts-backup>

** according to: <https://learn.microsoft.com/en-us/azure/mariadb/concepts-business-continuity>

Product and release documentation

<u>SERVICE LEVEL</u>			
	<u>BASIC</u>	<u>LIMITED</u>	<u>MISSION-CRITICAL</u>
Release Notes	made available online	included	included
Product documentation	only public access to FAQ pages (DE, FR, IT)	additionally: access to knowledge base articles (DE, FR, IT)	additionally: access to full product documentation (DE, FR, IT)

Service Management

<u>SERVICE LEVEL</u>			
	<u>BASIC</u>	<u>LIMITED</u>	<u>MISSION-CRITICAL</u>

Service Monitoring Dashboard	not included	not included	included
Service Meetings	not included	30 minutes every 2 months, online	30 minutes per month, online 90 minutes per quarter, online or on-site (upon request)

Service Request Handling

	<u>SERVICE LEVEL</u>		
	<u>BASIC</u>	<u>LIMITED</u>	<u>MISSION-CRITICAL</u>
	Execution duration	Execution duration	Execution duration
Service Requests	not included	Best Effort	5 wd

wd = working day(s)

6. Compatibility

Momentum (PRO) is a Software-as-a-Service (SaaS) application consisting of a web application and mobile apps for two platforms, iOS and Android.

For technical reasons, compatibility of Momentum (PRO) cannot be guaranteed for all types and versions of web browsers and for all versions of mobile operating systems.

	<u>COMPATIBILITY</u>	
	<u>WEB APPLICATION</u>	<u>MOBILE APP</u>
Supported platforms	Google Chrome, Mozilla Firefox, Microsoft Edge, Apple Safari	Apple iOS, Google Android
Compatibility limitations	Web browsers must support HTML5 Support for the last 3 major versions of web browsers	Support for the last 3 major versions of mobile operating systems

7. Limitations

The specified resolution times may depend on the timely response to the incident and the resolution by various third-party providers who may offer a different service level for operational reasons. Should this result in the resolution times not being met, sureVIVE SA shall not be liable for any operational impacts but will make every effort to resolve the incident or issue as quickly as possible.

This SLA remains valid until it is replaced by a revised agreement. sureVIVE SA will announce any materially adverse changes to this SLA at least 90 days in advance.