

Airlock support conditions

Version 02.20 as of February 4th, 2020

(0) Preamble

(0.1) Ergon Informatik AG, Merkurstrasse 43, 8032 Zurich (hereinafter referred to as "Ergon") shall provide customer support for the "Airlock" software (hereinafter referred to as "product") on the basis of a separate contract to these support conditions. Ergon is the owner of all property and usage rights for the product and the further development thereof as well as any rights created within the scope of the support services.

(0.2) By ordering support services, the customer accepts these support conditions.

(0.3) A prerequisite for the conclusion and existence of a support contract is the existence of a valid licence agreement and an SSU subscription for the product.

(0.4) Ergon integrates third party services (e.g. cloud services) over whose service levels it has no influence. The service level conditions for these services are defined and guaranteed by the service provider, not by Ergon.

(0.5) Ergon provides support services for "active releases". These are releases for which Ergon provides maintenance and care services. The current status, i.e. which releases are active by which date, is continuously updated under "Lifecycle" on the Airlock Techzone platform (<https://techzone.ergon.ch/>).

(1) Definition of support levels

1st Level Support

- Is the first point of contact for user and helpdesk requests
- Collects all relevant technical information and records it in an issue tool
- Answers recurring questions on known issues in a standardised form using technical documentation, e.g. Techzone, operating manual, etc.
- Supports product installation, operation and maintenance
- Operates the products

2nd Level Support

- Supports the 1st level support by assuming unresolved issues
- Solves documented issues, i.e. through workarounds
- Escalates undocumented and complex issues
- Installs and configures the products

3rd Level Support

- Analyses new and undocumented issues
- Knows the system environment and the integration project

- Locates the issue in a complex system environment and identifies the affected component(s)

4th Level Support

- Expert product support by Ergon
- Analyses issues that may require access to the source code
- Supports 3rd level support with unresolved issues

(2) Obligations of the Parties

(2.1) Support Readiness

Support readiness for the respective support levels includes the following obligations:

- Providing personnel for the execution of support services with the necessary knowledge (specialists).
- Ensuring the necessary infrastructure for the provision of services is in place.

(2.2) 1st Level Support

Provider

This support level is provided by the customer's operations officers, a hosting partner application management team or the customer's Business Process Outsourcer (BPO) operations department.

Prerequisites

- Access to relevant systems
- Access to Airlock Techzone
- Operating manual available
- Awareness of recent changes to Airlock and back-end applications
- Access to network administrators
- Access to application owner
- Access to a network diagram
- Access to backend application descriptions
- Access to log files
- Username and password for the test user

Tasks to be performed

- Check whether the problem has been caused by new requirements, changed peripheral systems or interfaces. If there are signs that Airlock products are causing the problem, appropriate action must be taken.
- Transfer the case to 2nd level support if the documentation and knowledge from the Airlock Academy does not cover the problem in question.

(2.3) 2nd Level Support

Provider

This support level is provided by the integration partner, the hosting partner's application management team or

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by the integration department of the customer's Business Process Outsourcer (BPO).

Prerequisites

- Two trained employees with valid certification for the licensed products.
- All access and capabilities of 1st level support
- System passwords for all systems involved, e.g. admin and root access for Airlock WAF, root access for Airlock IAM
- Knowledge of the current status of the project, e.g. maintenance work, changes, known problems
- Direct access to technical and commercial contact persons
- Physical laboratory set-up for all relevant and integrated products
- Access to configuration backups
- Access to downloads product components on Airlock Techzone
- Ability to replace the Airlock infrastructure
- Access to replacement infrastructure
- Physical access to the Airlock site
- Knowledge on how to configure Airlock
- Knowledge of Airlock application scenarios

Tasks to be performed

- Check what has been done by the 1st level support
- Adjust configuration, e.g. define an exception if a rule blocks valid access
- Restart Airlock products
- Replace Airlock following the instructions given in the Airlock Academy course.
- Transfer the case to 3rd level support if the documentation and knowledge from the Airlock Academy courses does not cover the problem in question.

(2.4) 3rd Level Support

Provider

This support level is provided by the manufacturer of the overall solution (e.g. portal manufacturer of a web portal solution) or by the person in charge of the Airlock integration for the customer.

Prerequisites

- Two trained employees with valid certification for the licensed products
- In-depth knowledge on Airlock integration, configuration and operation.
- Right to use all the information given from 1st and 2nd level support in the specific case
- Potential time-limited remote access to Airlock systems

Tasks to be performed

- Check what has been done by the 2nd level support

- Interactive analysis and planning of the solution
- Provide a bugfix or workarounds to fix the problem
- Transfer the case to 4th level support if the documentation and knowledge from the Airlock Academy courses does not cover the problem in question.

(2.5) 4th Level Support

Provider

This support level is provided by Ergon Informatik as the manufacturer of the product.

Prerequisites

- Expert knowledge of Airlock products
- Access to the product source code

Tasks to be performed

- In-depth analysis of the work of the previous support levels
- Update documentation and provide instructions for a workaround
- Check the default behaviour of the product
- Create a hotfix or a new product release, in consultation with product management and product development

(3) Service Level Agreement

(3.1) Standby time

The parties agree on standby times for the provision of support and maintenance services from Monday to Friday (excluding public and local Zurich holidays), from 8 a.m. to 12 p.m. and 1 p.m. to 5 p.m. CET. Local holidays of Zurich: Berchtoldstag 2nd of January, Sechseläuten: 12 p.m. to 5 p.m. and Knabenschiessen: 12 p.m. to 5 p.m.

(3.2) Releases

A release is a software version of the product released by Ergon (e.g. Airlock IAM 7.3). Releases are created according to the following scheme:

“**Major Version**”: Contains new functionality, major modifications and modified interfaces

“**Minor Version**”: Contains new functionality, small improvements and potentially modified interfaces

“**Bugfix**”: Contains bugfixes (also known as a patch) or security enhancements

“**Hotfix**” is a quick fix to a critical bug or a security improvement for an existing release.

(3.3) Prioritisation of Issues

“Critical”: Malfunction or failure of the whole system.

This includes:

- Errors that affect all users
- Users cannot access services

“Major”: Serious system malfunction (partial failure).

This includes:

- Errors that affect individual users
- Malfunctions linked to accessing functions

“Minor”: Deviation, failure of non-system-impairing features

- Text errors, translations, etc.

(3.4) Timeframes

“Response Time” defined as the timeframe until an Ergon employee responds to the contract partner by phone or email.”

“Intervention Time” defined as the timeframe until a qualified Ergon employee begins to resolve the issue.

“Troubleshooting” defined as the timeframe until a solution is available

(3.5) Timeframes according to prioritisation (service level)

Ergon strives to act within the below listed timeframes given the specific prioritisation. A timeframe starts once a ticket is submitted.

Priority	Response	Intervention	Troubleshooting
Critical	4 hrs	1 day	2 days
Major	8 hrs	2 days	5 days
Minor	24 hrs	5 days	next release

- Final troubleshooting shall take place for all priorities as quickly as possible.
- The status of tickets recorded and released by Ergon can be viewed at any time by the contract partner.
- These deadlines are subject to interruptions during public holidays as well as outside of office hours. For example, a ticket with the category “critical”, recorded on Friday 04/03 at 10 a.m. shall at the latest be examined on Monday 07/03 at 10 a.m.

(3.6) Support Services free of charge

The following 4th level support services are included:

- Analysis and correction of product defects
- Analysis of proposals for product extensions

If the customer does not fulfil his obligation to cooperate with the preceding support stages at all or in part, Ergon may discontinue its support services or may provide support services for an additional fee.

If it is found that the error was not linked to the product, then the accrued cost shall be invoiced as support service following the work on the issue.

(3.7) Billable Support Services

Ergon shall provide the following, additional and billable support services under the conditions agreed in the support contract:

- Support with the installation of the product
- Support for configuration changes to the software that do not require a new release
- Support for adaptations to modified third-party systems (e.g. changes to the interface, OS, or middleware component)
- Support with troubleshooting if the error was not linked to the product.
- 1st, 2nd and 3rd level support
- Creation of requirements analyses, solution specifications and the implementation of new or additional customer-specific developments
- Maintenance, support readiness and services outside of standby times

(3.8) Organisational

Support requests must be recorded via the Airlock online ticketing tool:

<https://techzone.ergon.ch/support>

- A ticket must be opened for all support requests. The progress is documented in that system. The documentation includes the ongoing findings or information that is relevant for the resolution of the respective ticket.
- For tickets with a priority level of “critical”, a telephone report is necessary. +41 44 268 87 77

(4) Warranty, Liability

(4.1). Ergon guarantees professional implementation of the billable support services. It assumes no responsibility for the results. Ergon may involve third parties for the provision of support services. A warranty-based defect is deemed to be present if the product deviates from the assured functionalities and services during intended use to such an extent that its suitability for the intended use is either made impossible or significantly reduced. Ergon warrants that for code changes made to the product within the scope of support services, such as bugfixes or workarounds, no such warranty-based defects shall occur. Ergon shall conclusively rectify the following defects during the warranty period of three months after the product is made available for download. Ergon reserves the right to issue a patch or a corrected

version of the product or provide a solution to work around or remove the defect.

(4.2) Ergon assumes no liability for errors, malfunctions or damage caused by improper operation, parameterisation or abnormal operating conditions (e.g. hardware errors, operating system). Ergon assumes no liability for changes made to the product by third parties or the customer.

(4.3) Ergon shall be liable for damages if intent or gross negligence is proven to be attributable to it or its employees. Liability for minor negligence is limited to a total of CHF 100,000 for the duration of a contractual year. Reimbursement for consequential and indirect damages, such as profit or data loss, is excluded.

(5) Fees/Payment Terms

(5.1) Support fees are due upon conclusion of the contract and are due annually in advance. Fees for services or additional services are invoiced on a monthly basis, in addition to expenses and ancillary costs.

(5.2) All invoices incl. VAT must be paid by the customer net within 30 days after the invoice date to the account specified by Ergon.

(5.3) Invoices that are not objected to in writing during the payment period shall be deemed to have been accepted.

(6) Product Rights

(6.1) The customer is only entitled to use the product in accordance with the rights expressly granted under these support conditions. All other rights, in particular the ownership, the copyright and the property rights for the product and all not expressly transferred usage rights remain with Ergon or the owner of the property rights for the licences.

(6.2) The product contains information, ideas, data structures, database models, libraries, tools, concepts, designs, methods and procedures that outline Ergon's business and trade secrets. Accordingly, the customer undertakes to treat the product with the same care and confidentiality as its own business and trade secrets, to

use it only for the intended use described in these support conditions and, subject to prior written authorisation by Ergon, not to make it available to third parties in any way or form, in whole or in part, or to publish it.

(6.3) This obligation to maintain confidentiality remains in force as long as Ergon has a legitimate interest, even after the termination of the contractual relationship.

(7) Term and Termination

(7.1) The contract comes into force upon signing, and is concluded for the term agreed therein, or for one year in the absence of a corresponding provision. If it is not terminated, the contract will renew automatically for one year. The contract may be terminated with a 30-day notice prior to the end of the contract term.

(7.2) Ergon may suspend its support services at any time in the event of non-payment of support fees (despite a one-off reminder and granting a reasonable grace period.)

(8) Closing provisions

(8.1) Should individual provisions of the licence agreement be or become invalid, this shall not affect the other provisions of the agreement. The parties shall jointly find provisions to replace the invalid provisions.

(8.2) These support conditions may be changed by Ergon at any time and shall be communicated to the customer in writing. Without an objection from the customer within 20 working days, they shall come into force automatically.

(8.3) All contracts concluded under these support conditions shall be governed exclusively by Swiss law, excluding the United Nations Convention on Contracts for the International Sale of Goods of 11 April 1980.

(8.4) The parties undertake to find an amicable solution in good faith in the event of differences of opinion concerning this agreement. If, despite these efforts, no amicable solution is reached, Zurich 1 is designated as the place of jurisdiction.