Description of CryptoServer Cloud Services for Direct End Customers

utimaco®

Imprint

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1 Description of Services

The description of services includes services provided by Utimaco Inc. ("UTIMACO") relating to CryptoServer Cloud Services provided by Utimaco.

This Support Service description is applicable for End Customer that purchase CryptoServer Cloud Services based on the Terms and Conditions of UTIMACO and this Service Description.

CryptoServer Cloud is a managed HSM solution, which includes hosting and operating the HSM equipment, providing connections to this HSM from cloud service providers ("CSP") or customer collocations ("CONNECTIONS"), and maintenance of the HSM software.

1.1 Cloud Service

"Cloud Service" provides the CUSTOMER with a service level by UTIMACO, for the availability of HSMs and CONNECTIONS.

HSMs have an MTBF (mean-time between failures) according to the datasheet of used HSMs, currently 90,000 hours. In case of failures, the CUSTOMER is eligible to an in-field repair of mechanical parts (if possible) or for the assignment of a replacement HSM if the original HSM cannot be restored.

CONNECTIONs have an availability target of 99% per year for a single connection and 99.99% per year for two (redundant) connections between the same CSP and the same HSMs. In case of a failure, the CUSTOMER is eligible for replacement CONNECTIONs if the original CONNECTION cannot be restored.

1.2 Maintenance

"Maintenance" provides the CUSTOMER with a service level by UTIMACO, for any software defects. It makes CUSTOMER eligible to software patches and upgrades for designated UTIMACO HSMs that become available during the term of Maintenance.

Maintenance work will not be offered for accessories (as listed in price lists with article codes starting with ACC).

Utimaco is entitled to replace the HSM in case of end of maintenance of the respective HSM or if contradicting security interests exist. Utimaco will provide end of maintenance notification six (6) months in advance of end of maintenance. After notification and until end of maintenance, the CUSTOMER is entitled to the parallel provisioning of a new HSM free of charge for the duration of one (1) month to perform migration. If the CUSTOMER has not performed migration UTIMACO can cancel the cloud service

2 Support Levels and Definitions

In this description of services, Support comprises the following services performed during the working hours listed in chapter 5 "Business Hours":

■ Maintenance of the CryptoServer firmware and software in accordance with chapter 4.1 "Software and Firmware Service Level".

■ E-mail and telephone support and access to the UTIMACO knowledge base in accordance with chapter 4.2, "Telephone and E-Mail Support".

■ Support for Cloud Services in accordance with chapter 4.3 "Cloud Service Level".

2.1 Support Level Definition and Responsibilities

2.1.1 First Level Support

■ Is First Point of Contact for the CUSTOMER.

■ Is "problem owner": takes support request, collects all required information and remains responsible until solution except if and as far as such responsibility or solution is not covered by second or third level support ordered from Utimaco.

■ Supports the CUSTOMER on the basis of a script. The script guides through standard support issues. Outcome is a problem solution or an escalation to the next support level.

■ Is responsible for collecting further information (e.g., log files) for second or third level support.

2.1.2 Second Level Support

■ Diagnoses cloud connection or HSM problems and can provide replacement connections or HSMs.

■ Replicates CUSTOMER problems in test environment (VMware and emulator environment).

■ Supports the first level support on the basis of the Product manual and Utimaco HSM knowledge database.

■ Uses know-how and existing problem solutions and workarounds to help the first level support to solve the problem. (Usually administration and configuration related issues).

■ Reports problems to third level support describing details of the implementation scenario with reference to any project, and provides applicable image with Product issue.

■ Works with an internal ticketing system and takes ownership of the support case.

2.1.3　Third Level Software and Firmware Support

- Is final support point of contact for second level support.

- Verifies Product problems based on reproduced Product issue.

- Provides workaround if possible.

- Interfaces to QA and development to provide patch or service pack when needed and if possible.

- Final Return to Manufacturer Approval (RMA) decision

2.1.4　Severity Levels for Software and Firmware Support

Utimaco shall operate under the following severity levels while providing the support and maintenance to CUSTOMER.

"Severity 1" – Urgent/critical (major impact to critical production)

☐ Crashing, corrupt data, crucial component failure

☐ Loss of persistent data

☐ No workaround/solution available

"Severity 2" – High (significant effect on production)

☐ New feature does not work / has exceptions

☐ Has an impact on a number of sites

☐ Business critical feature not functioning (with other workaround available)

☐ Performance degradation that affects business

„Severity 3" – Normal

☐ Customer can use service, however
Non-critical impairments are observed (e.g. node is down but cluster is fine)

☐ Minor errors that can be worked around

3 Process

3.1 Software and Firmware Support

In the event of a software incident at the CUSTOMER, that could not be resolved by first or second level support, UTIMACO will then interact with CUSTOMER to understand and reproduce the incident. CUSTOMER shall cooperate with UTIMACO in describing their usage environment, including providing the source code of any CUSTOMER written software, insofar necessary to reproduce the incident.

Upon the full availability of the reproduction environment, UTIMACO will begin defect analysis, as agreed in the service level. UTIMACO will work on a remedy that may be an updated software module or component, a guidance to modify the CUSTOMER written software in a specific way, or a guidance to work around the defect in a specific way. The CUSTOMER agrees to cooperate with UTIMACO in good faith to establish a viable solution to the defect.

While UTIMACO analyzes the defect and seeks for a remedy, the CUSTOMER shall remain available for questions and clarifications regarding the defect. When a fix or workaround is made available, the CUSTOMER shall confirm its suitability by testing it in their environment.

3.2 Cloud Support

In the event of the failure of HSMs or CONNECTIONs, the CUSTOMER shall promptly contact UTIMACO as documented in chapter 6 "Contact Details Support". If necessary, UTIMACO will then interact with CUSTOMER to localize the failure.

UTIMACO is also continuously monitoring the status of HSMs and CONNECTIONS and can inform the CUSTOMER proactively about failures.

In case the service cannot be restored solely by UTIMACO and a replacement of HSMs or CONNETIONS is necessary (see chapter 1.1 "Cloud Service") CUSTOMER shall cooperate with UTIMACO to restore service.

4 Service Levels

The following service levels are provided from UTIMACO to the CUSTOMER.

4.1 Software and Firmware Service Level

Second or Third Level Support is provided by UTIMACO to named and trained individuals at the CUSTOMER.

For Severity 1 issues, UTIMACO warrants a response time and to begin problem analysis within no more than five Working Days after receipt of the reproducible defect description, including any relevant fragments of CUSTOMER or end customer source code that are necessary to reproduce the defect at UTIMACO. UTIMACO resources will stay assigned to the resolution of the Severity 1 issue until a patch or a workaround can be made available. Progress updates shall be communicated from UTIMACO to the CUSTOMER each Working Day during problem resolution.

For Severity 2 issues, UTIMACO warrants a response time and to begin problem analysis within no more than ten Working Days after receipt of the reproducible defect description, including any relevant fragments of CUSTOMER or end customer source code that are necessary to reproduce the defect at UTIMACO. Progress updates shall be provided from UTIMACO to the CUSTOMER every five Working Days during problem resolution.

For Severity 3 issues, UTIMACO warrants a response time and to begin problem analysis within no more than twenty Working Days after receipt of the reproducible defect description, including any relevant fragments of CUSTOMER or end customer source code that are necessary to reproduce the defect. Progress updates shall be provided from UTIMACO to the CUSTOMER from time to time.

4.2 Cloud Service Level

Two different service levels are offered in relation to cloud service: "Standard" and "Premium" support.

4.2.1 Service Level for Standard

UTIMACO warrants a response time of 2 business hours and a restoration time of 8 business hours after the receipt of the failure report. Progress updates shall be provided from UTIMACO to the CUSTOMER every 2 working hours during problem resolution.

4.2.2 Service Level for Premium

UTIMACO warrants a response time of 1 hour and a restoration time of 4 hours after the

receipt of the failure report. Progress updates shall be provided from UTIMACO to the CUSTOMER every hour during problem resolution.

4.3 Telephone and E-Mail Support

CUSTOMER staff members can contact Utimaco helpdesk on a 24/7 base. For contact details, see chapter 6, "Contact Details Support", below. This Hotline is available for first level support regarding CryptoServer Cloud.

5 Business Hours

5.1 Utimaco Helpdesk, First Level Support

First level support service is provided 24 hours per day, 7 days per week.

5.2 Utimaco, Second/Third Level Support

Second level premium cloud service is provided 24 hours per day, 7 days per week.

For second level standard cloud service and second/third level software and firmware support service, support tickets will be opened and registered outside of the California Working Hours (Monday – Friday 9:00 am – 5:00 pm PST)., 2nd and 3rd level support interaction may only begin within California Working Hours, but excluding public holidays in California.

6 Contact Details Support

6.1 Utimaco Helpdesk, First Level Support

The Utimaco Helpdesk can be reached by phone.

+1-844-UTIMACO

To contact first level support please send an e-mail to

support-cs@utimaco.com

or visit https://support.hsm.utimaco.com/support/cases/new

6.2 Utimaco, Second/Third Level Support

- Utimaco Inc.

   910 E Hamilton Ave, Suite 150

   Campbell CA 95008

   USA

   E-mail: support-cs@utimaco.com