

Disclaimer

The English version of the Service Description for Service Level Agreement (SLA) is exclusively a translation for further clarification. Only the German version of the Service Description for Service Level Agreement (SLA) is legally binding.

Service Level Agreement (SLA) Description

1. Definitions

GTOC The role of the service desk at genua is assumed by the GTOC (genua Technical Operation Center), which can provide a 24/7 service.

Hotfix Individual error corrections for specific services, as required by the Customer.

Customer The Customer refers to the contractual partner of genua.

License The license includes the product name along with any additional product features, and is assigned to a serial number. The right to use the product and to obtain the software via the service portal is validated by the license number.

Patch A patch refers to the release of a specific patch level for a previously released version. Patches include error corrections, security-related updates, and potentially minor functional enhancements. The patches are documented in the Readme, including the patch content and update instructions. Depending on the product, patches are applied incrementally or installed like releases; see the documentation. Patches are compatible with the main version.

Release A release encompasses the publication of a new version of a product and generally starts with patch level 0. Releases include new or expanded functionalities and error corrections for previous patches of earlier versions. The release documentation is provided in the release notes, which cover new features, potential behavioral changes, discontinuations, update service information, and upgrade instructions. By default, an updated manual is provided with each release.

Serial number The serial number uniquely identifies a Customer's system. Services are associated with a serial number and the authorization to use a service is verified by the serial number.

Service portal Web portal for the provision of releases and patches, along with all related documents, as well as additional service information, debugging instructions, knowledge/security issues with workaround solutions.

System Product for which the service contract is concluded.

Update Installation of one or more patches, i.e., a change to a new patch level.

Upgrade Installation of a release, i.e., a change from a previous version to a new one. In general, it is possible and recommended to switch directly to the latest patch level of the new version.

2. Introduction

This service description defines the support services offered by genua or a third party appointed by genua, provided that the Customer has entered into a maintenance agreement. The General Terms and Conditions and the EULA of genua GmbH apply to this maintenance agreement. These are available at www.genua.eu/gcc. The following levels of software support are available:

	Update Service (section 3)	Hotline Service (section 4)	Security System Management (SSM) (section 5)
Level	Basic support	Extended basic support	Extended basic support
Software updates	yes	yes	yes
Service portal	User logins	User logins	User logins
Email and telephone support via the genua Technical Operation Center (GTOC) = service desk	no	yes	yes
Service Management Practices based on Information Technology Infrastructure Library (ITIL)	none	Service desk Incident management Problem management	Like Hotline Service, with the addition of: <ul style="list-style-type: none"> ▪ Request management ▪ Monitoring and event management Support with: <ul style="list-style-type: none"> ▪ Change management ▪ Release management ▪ Service validating and testing ▪ Configuration management ▪ Capacity management ▪ Availability management and security management

Upon signing up for services, the Customer shall receive serial numbers and product licenses, as well as login credentials for the service portal and contact information for support.

3. Scope of the Update Service

The update service includes the following features:

- 3.1 The provision of new patches and releases generally made available by genua, in various formats for new installations or upgrades/updates, depending on the product. Delivery is conducted through the genua service portal. For certain products, delivery is only available via a data storage device.

The Customer will be notified by genua of the release and its availability.

- 3.2 The currently supported versions of a product are listed in the latest release notes.

This generally includes the latest version, the immediately preceding version, as well as potentially other versions with valid certifications or authorizations.

4. Scope of the Hotline Service

The Hotline Service includes the following services:

- 4.1 For the system for which the Hotline Service has been agreed, genua shall support the Customer by advising on questions regarding configuration, installation, or operation.

4.2 Service Hours

- 4.2.1 The email and telephone hotline provided by genua is available on weekdays in Bavaria (Monday to Friday) between 9 a.m. and 5 p.m. local time. genua shall provide a support telephone number and a support email address for this hotline.

- 4.2.2 The standard response time is one business day. A response is defined as the first visible action taken by genua, such as a follow-up phone call from a genua support staff member or a confirmation via the ticketing system that the issue is being addressed.

- 4.2.3 For certain products, an extension of the service hours to 24/7 is possible for an additional fee. Additionally, for these specific products, a shorter response time can be agreed upon. This will be specified in the support contract. If the Customer operates multiple systems in a network, the service hours can only be set uniformly for all systems.

4.3 Ticket Management

Customer inquiries are received centrally at the GTOC via telephone and email.

- 4.3.1 All inquiries are recorded in a ticketing system. Incoming emails are automatically placed in an inquiry queue based on the recipient address and assigned to a contact person based on the sender's address.

- 4.3.2 The authorization of the inquiry is assessed based on the following criteria:

- a) Authentication: Is the identity verified?
- b) Authorization: Is the person authorized to submit the inquiry?
- c) Support status: Is the inquiry covered by service contracts?

- 4.3.3 The GTOC classifies the inquiry based on three main characteristics:

- a) Class

- b) Priority
- c) Product/service

4.3.4 The inquiry class is divided into the following categories: incident, request, consultation, complaint, and information.

4.3.5 genua processes inquiries in order of priority. When determining the priority, urgency and impact are taken into account. genua distinguishes between four levels, from A to D, corresponding to critical, high, moderate, and low. The priority of the inquiry can also be indicated in the subject line of the message or communicated verbally.

4.3.6 Typical cases are as follows:

Priority A:

- (i) Complete failure of a system or HA node
- (ii) Failure of a production service affecting a larger number of users
- (iii) Ongoing security incident in the firewall system (e.g., attack on the system)

b) Priority B:

- (i) Functional limitation of a production service or the entire system due to issues with communication with certain servers
- (ii) Limitations due to problems while processing documents and data in certain (i.e., not all) formats or contents
- (iii) Support for configuration of production-critical services
- (iv) Inquiries regarding system security when there are valid suspicions, such as a general security issue being discussed online.

c) Priority C:

- (i) Support with the general configuration of the system
- (ii) Issues experienced by individual users during system usage that cannot be replicated by others

d) Priority D:

- (i) General inquiries regarding system configuration and operation
- (ii) Support with analyzing logs and configuration options

4.3.7 Where possible, initial processing of the inquiry is carried out directly by the GTOC. If no solution can be found due to time constraints or technical limitations, the ticket will be forwarded to another service staff member. The GTOC remains responsible for monitoring the tickets with regard to agreed response times. If these times are exceeded, hierarchical escalation within the support team will be initiated.

4.3.8 The incoming inquiries are regularly analyzed statistically based on their characteristics. This analysis can also be tailored to each company, and the data can be provided to the Customer.

4.4 Problem Management

4.4.1 Incidents with unknown causes will be further investigated to identify the issue.

For this purpose, the Customer must provide the necessary and requested information, such as log messages, statistical data, etc., from the system.

If deemed necessary by genua, a video conference with the Customer can be arranged for troubleshooting. This includes an option for the Customer to share their screen with genua, without genua having direct access to the systems involved.

4.4.2 In the case of product defects, they are recorded in genua's bug tracking system and prioritized for resolution.

4.4.3 Recurring errors and potential workarounds are collected in a standardized manner and made available to the Customer via the service portal.

4.4.4 The provision of patches is coordinated internally within genua, taking into account error priorities and the Customer's priorities.

4.5 The services provided under section 4 do not constitute work performance contracts in the legal sense.

5. Scope of Security System Management

The Security System Management includes IT service operation of the systems, incorporating all services of the Hotline Service as well as the following operational services:

5.1 Access to the System

5.1.1 The Customer must provide genua with cost-neutral access to the supported systems.

5.1.2 Depending on the product or for deeper error analysis, remote access to the system's console is necessary for full remote support during system upgrades/updates. Various technical solutions are available for this, which the Customer must provide in consultation with genua, e.g., a serial connection via a console server or through a genubox.

5.2 Configuration

5.2.1 The Customer shall designate a responsible contact person for each location and, if necessary, deputies. Only these contacts are authorized to request configuration changes from genua. genua must be informed if the contact person(s) changes.

5.2.2 Configuration changes may encompass any aspect of the system, such as installing genua-specific software options or setting up DMZs.

5.2.3 All configuration changes carried out by genua, including requests, are documented in the ticket system.

5.2.4 Configuration changes are generally coordinated with the responsible persons on the Customer's side.

5.2.5 genua is entitled to request confirmation of configuration changes, at least in text form.

5.2.6 The configuration of genua systems is adjusted by genua as necessary to ensure secure operation.

5.2.7 genua must be informed of configuration changes performed by the Customer.

5.3 Monitoring

5.3.1 System monitoring is carried out at the GTOC.

5.3.2 The automatic checks monitor the availability of the systems and detect issues such as disk overflows, constant CPU overload, memory shortages, bottlenecks in external network connectivity, or the availability of critical internal servers. If necessary, countermeasures shall be initiated following consultation with the Customer.

5.3.3 In consultation with the Customer, individual checks can be implemented.

5.3.4 Reported events are logged as incident tickets in the ticket management system based on their criticality and processed accordingly.

5.3.5 To forward monitoring reports, the Customer must designate appropriate contact persons, which could include the Customer's hotline. For extended support hours, it must be clarified how to proceed outside the Customer's regular office hours.

5.4 Upgrades and Updates

5.4.1 genua shall perform upgrades to the genua software or the operating system in consultation with the Customer, either via remote access according to 5.1.2 or with the assistance of the on-site contact person.

5.4.2 genua shall address any software bugs and security vulnerabilities in the supported system as soon as a patch is available to fix the bug or vulnerability. The update is carried out by genua via remote access according to 5.1.2 or with the assistance of the on-site contact person.

genua's Security System Management does not cover troubleshooting for software issues that go beyond installing patches.

5.4.3 Downtimes due to upgrades/updates will be agreed upon with the Customer in advance.

5.5 Archiving of Configuration Data

5.5.1 genua provides support for setting up configuration backups, which can for example be written to a USB stick connected to the system or archived on a Customer's computer system to ensure quick configuration recovery.

5.5.2 Upon request, the current configuration backups can also be automatically encrypted and sent to genua daily. Configuration backups archived at genua are retained for at least six weeks. After this period, genua reserves the right to delete the archived data.

5.6 Interface Issues

In the event of communication issues between the Customer's systems and genua systems, or across genua systems, genua shall analyze the situation until a system malfunction is either detected or ruled out. The Customer is required to assist in this analysis by providing relevant data. genua, in turn, shall provide the Customer with the necessary data (configuration data, log excerpts, network traffic recordings at genua interfaces). Any further involvement in problem analysis is not covered by genua's Security System Management.

5.7 Other tasks

5.7.1 Initial consultation on the expansion or restructuring of the supported systems.

- 5.7.2 Consultation with the designated contacts on the configuration of local software that communicates with genua firewall appliances (e.g., web browsers, media players).
- 5.7.3 If necessary, an encrypted communication channel can be set up for email communication between the Customer and genua.
- 5.7.4 In the event of a hardware replacement, genua shall provide remote support to the on-site contact for the installation and configuration work.

6. Subsequent Expansions of the Selected Support

- 6.1 It is possible to expand ongoing software support. This can be done through a license update along with a hardware upgrade, an additional agreement for a higher level of support, or by adding modules.
- 6.2 A hardware upgrade always involves updating the previous software license to a higher-tier license. Consequently, the existing support contract is adjusted to the corresponding support applicable to the higher-tier hardware. The reason for this is that the hardware upgrade enables the Customer to upgrade their existing hardware to a higher level of features and performance. The Customer shall accept any higher support fees associated with this.
- 6.3 By agreeing to an additional, higher-level support tier, the Customer acquires the right to the additional services associated with that tier. The Customer shall accept any higher support fees associated with this.
- 6.4 In addition to the selected support, the Customer can also purchase additional support modules for specific supplementary products, such as antivirus software or a high-availability option. The modules added to the existing support contract must be at the same support tier as the existing contract. The Customer shall accept any higher support fees associated with the purchase of the additional module.

7. Services Not Covered

The following services are not covered by any of the support types:

Program development or program customization based on specific requirements of the Customer.

Correction of errors caused by the Customer's misconfiguration or issues that lie outside of the scope of genua products; warranty obligations arising from other contractual relationships, particularly those from a purchase agreement between the Customer and genua regarding the system, remain unaffected by this.

Support and consulting services beyond the scope specified in the support types.

Maintenance services for programs that are not used under the operating conditions specified by genua or that have been altered by the Customer without genua's authorization.

The maintenance of hardware components.

These services must be agreed upon and compensated separately if necessary. They are not governed by this SLA.

8. Customer Cooperation Obligations

- 8.1 The Customer is obligated to regularly back up data, including the entire system on which the software is used, as well as master and transactional data. These backups must be performed in accordance with the principles of proper data processing.
- 8.2 Upon genua's request, the Customer shall appoint two qualified contact persons to manage communication via the email or telephone hotline.
- 8.3 The cooperation obligations outlined in sections 8.1 and 8.2 are essential contractual duties that must be fulfilled by the Customer at their own expense. If the Customer fails to fulfill these obligations, or fails to do so in a timely manner, genua is relieved of its obligation to provide maintenance services for the affected part of the service.