

Service Level Agreement

for SwissSign Services

1. Purpose

The purpose of this Service Level Agreement ("SLA") is to define the agreed service levels, support processes, availability targets, maintenance windows, and reporting obligations for the services provided by SwissSign AG to the customer.

2. Scope of Services

This SLA applies exclusively to SwissSign-operated Software as a Service (SaaS) and Application as a Service (AaaS) services provided in a production environment under a paid subscription.

For on-premises deployments of SwissSign software operated by the Customer or a third party, this SLA shall apply only to those service elements that remain under SwissSign's control or responsibility, including support services, incident management, maintenance activities, software updates, and SwissSign-operated backend components where applicable.

Service Availability commitments do not apply to customer-operated on-premises environments unless expressly agreed otherwise in the applicable Service Agreement.

Evaluation, trial, test, development, and other non-production environments are expressly excluded from the scope of this SLA.

3. Definitions

"Business Day" means any day from Monday to Friday, excluding public holidays observed in Switzerland.

"Business Hours" means the hours between 08:00 and 17:00 Swiss local time (CET/CEST) on a Business Day.

"Customer-Scope Incident" means an Incident affecting the customer's use of the Service that is limited to a single customer, a specific customer environment, configuration, data set, integration, or user group and does not impact the Service for other customers or constitute a Service Availability Incident.

"Defect" means a reproducible malfunction or error in the Service that causes it to not perform in accordance with its agreed specifications.

"Downtime" means the period during which the Service is unavailable for use due to a complete failure of the Service as detected by the Provider's monitoring systems. Partial degradation of performance is not considered Downtime unless otherwise specified.

"Emergency Security Maintenance" means maintenance activities required to address critical security vulnerabilities, system integrity risks, or urgent service stability issues that require immediate intervention outside of planned maintenance schedules.

"Incident" means an unplanned interruption of, or reduction in, the quality, availability, functionality, or performance of the Service.

"Incident Management Service Level Targets" means the service level commitments applicable to the handling of Incidents, as specified in the applicable Service Agreement and based on the assigned Severity Level.

“Maintenance Window” means a predefined time period during which SwissSign may perform planned or emergency maintenance activities that may impact Service Availability.

“Professional Services” means services that are outside the scope of Service Support and Service Requests and are provided on a project, consulting, or ad-hoc basis. They include activities that are not related to the handling of Incidents or Service Requests and are subject to separate agreements and fees.

“Response Time” means the elapsed time between the reporting or detection of an Incident and the commencement of active incident investigation and handling of the Incident by SwissSign.

“RPO (Recovery Point Objective)” means the maximum acceptable amount of data loss measured in time between the last data recovery point and the occurrence of a disaster or major outage.

“RTO (Recovery Time Objective)” means the maximum acceptable time period within which a Service must be restored after a disaster or major outage.

“Service” means any application, platform, interface or related service provided by SwissSign, as specified in the applicable Service Description or Service Agreement.

“Service Agreement” means the written agreement concluded between SwissSign and the customer that incorporates this SLA by reference and specifies the particular Services subscribed to, applicable fees, any Incident Management Service Level Targets, and any additional or derogating terms applicable to the customer’s use of those Services.

“Service Availability” means the percentage of time during the applicable Service Hours in which a Service is operational and accessible for use by the customer, subject to the SLA Exclusions set out in this Agreement.

“Service Availability Incident” means an Incident that results in the unavailability or significant degradation of the Service and affects multiple customers or the Service as a whole.

“Service Description” means the document published or made available by SwissSign that describes the functional and technical scope of a particular Service, as updated by SwissSign from time to time with reasonable prior notice to the customer.

“Service Hours” means the time period during which the Service is expected to be available and/or Service Levels are measured, as set out in Clause 4 below.

“Service Request” means a non-incident related request for information, assistance, or access, including but not limited to usage questions, documentation requests, and feature inquiries. Service Requests do not include reproducible software defects or service malfunctions and are not subject to Incident Management Service Level Targets.

“Service Restoration Time” means the target elapsed time between the reporting or detection of a Service Availability Incident and the restoration of substantially functional use of the affected Service, whether by temporary workaround or permanent resolution.

“Service Support” means the provision of incident handling, troubleshooting, and service restoration activities by qualified personnel during Business Days and Business Hours. During this time, SwissSign accepts incident reports and performs activities required to restore the service and support its operation. Outside of Business Days and Business Hours, no active support activities are performed under Service Support.

“Severity Level” means the classification assigned to an Incident based on its business impact, operational impact, urgency, and affected scope, as determined by SwissSign in accordance with this Agreement.

“Workaround” means a temporary solution that reduces or eliminates the operational impact of an Incident.

“Workaround Target” means the target time within which SwissSign aims to provide a reasonable Workaround for a customer-specific Incident that mitigates the impact of the Incident and enables the customer to continue using the affected functionality.

4. Service Hours

Service Component	Service Hours	Description
Service Operation	24/7	The production system is technically operated and monitored 24 hours a day, seven (7) days a week
Service Support	Business Days during Business Hours	Provision of support services during Business Days and Business Hours, including incident handling, service restoration activities, and customer support.

Support Contacts

Contact Method	Purpose
Email: scc@swissign.com	Incident reporting and service requests during Service Support hours
Phone: +41 84 877 66 55	Critical Service Availability Incident

5. Maintenance Windows

SwissSign may perform planned or emergency maintenance activities during the Maintenance Windows defined below. Such activities may include updates, upgrades, patches, infrastructure maintenance, and security-related operations. During Maintenance Windows, the Services may be partially or fully unavailable. Maintenance Windows are excluded from Service Availability calculations.

Maintenance Type	Maintenance Window
Standard Maintenance	Business Days during Business Hours
Weekend Maintenance	Outside Business Days or Business Hours (Saturday and Sunday: full day)
Emergency Security Maintenance	Monday to Sunday: 02:00 – 0600 (Swiss local time, CET/CEST)

5.1 Planned Maintenance

Planned maintenance activities are generally expected not to exceed twelve (12) occasions per calendar year. SwissSign shall provide at least seven (7) days' prior notice of planned maintenance activities, including the expected start time and anticipated duration.

5.2 Emergency Maintenance

In the event of urgent security-related maintenance requirements or security incidents, SwissSign may perform emergency maintenance. SwissSign shall provide at least twenty-four (24) hours' prior notice where reasonably practicable.

5.3 Indicative Maintenance Frequency and Duration

Based on historical operational experience, SwissSign anticipates approximately:

- (a) two (2) extended maintenance activities per calendar year, each with an expected duration of up to seven (7) hours; and
- (b) three (3) shorter maintenance activities per calendar year, each with an expected duration of less than two (2) hours.

The forgoing estimates are provided for information purposes only and do not constitute binding service commitments, limitations on maintenance activities, or guarantees regarding the frequency or duration of maintenance.

6. Service Level Targets

The classification of Incidents is used solely for the purpose of determining applicable Service Level Targets. It does not constitute separate service categories or imply different contractual obligations beyond those defined in this Agreement.

6.1 Service Availability (System Availability)

Service Level Metric	Target	Measurement Period
Service Availability	- OCSP/CRL (for public certificates): 99.9% - OCSP/CRL (for private certificates): 98.5% - Managed PKI (Web GUI/CMC): 98.5% - Certificate Lifecycle Management: 98.5% - Timestamp Service: 98.5% - Signature Service (Organization Certificate): 98.5%	Service Availability is measured over a three (3) month measurement period.

Measurement Rules

- 1) Service Availability is calculated based on SwissSign's monitoring systems and records.
- 2) Service Availability is measured against the applicable Service Hours during the defined measurement period.
- 3) A Service Availability target of 99.9% corresponds to a maximum unplanned downtime of 0.1% of the applicable Service Hours within the measurement period, excluding Maintenance Windows and other exclusions defined in the SLA Exclusions section,
- 4) For informational purposes, 99.9% availability corresponds to approximately 2.2 hours of unplanned downtime per three (3) month measurement period.
- 5) A Service is considered unavailable only in the event of complete service outage.
- 6) Partial degradation of Service performance, intermittent issues, or reduced functionality that do not result in a complete service outage are excluded from the Service Availability calculation, unless otherwise specified in the Service Description.

6.2 Service Availability (System SLA)

Incident Type	Service Restoration Time
Critical Service Availability Incident	2 Hours (24x7)

SwissSign shall keep the customer reasonably informed about the status of Critical Service Availability Incidents, including initial acknowledgement, progress updates, and resolution notification until service restoration. Unless otherwise agreed, such communications shall be provided in writing via email.

6.3 Incident Management SLA

Incident Management Service Level Targets are defined either in the respective Service Agreements and may vary by Service or in the service-specific Support Terms

For the purposes of Service Support, a distinction is made between Incidents, Service Requests, and Professional Services.

The Incident Management Service Level Targets apply exclusively to Incidents caused by a reproducible software defect or other service-related malfunction, which are assigned an appropriate Service Level.

Service Requests, including issues resulting from misconfiguration, improper use of the Service, or request of changes or assistance beyond standard incident handling, are not considered Incidents and therefore not subject to the Incident Management Service Level Targets.

Professional Services, including consulting, training, customer-specific implementations, and other project-based activities, are outside of the scope of the Incident Management SLA and may be provided under separate agreements or service arrangements.

7. Disaster Recovery (RTO/RPO)

The following Disaster Recovery targets apply solely in the event of major service disruptions requiring recovery from backup systems or disaster recovery infrastructure and do not apply to standard application support incidents.

Disaster Recovery Metric	Target
Recovery Time Objective (RTO)	24 hours
Recovery Point Objective (RPO)	24 hours

8. SLA Exclusions

The Service Levels, including Service Availability, and Incident Service Levels, shall not apply in the following circumstances:

(a) Maintenance and planned activities

During Maintenance Windows and any other planned maintenance activities, including updates, upgrades, patches, and infrastructure changes.

(b) customer-related causes and dependencies

Incidents, service degradations, delays, or interruptions caused by or attributable to the customer, including misconfiguration, improper use of the Service, failure to comply with technical

requirements, failure to provide required information, access, approvals, resources, or other cooperation, unavailability of customer personnel required for Incident resolution, or delays resulting from customer-requested postponements.

(c) Third-party dependencies

Issues caused by third-party systems, networks, infrastructure, software, or services outside SwissSign's reasonable control, including internet connectivity, customer-managed systems, or external service providers.

(d) Force majeure events

Events beyond reasonable control of SwissSign, including but not limited to natural disasters, war, terrorism, civil unrest, strikes, epidemics, or governmental actions.

(e) Service Requests

Service Requests do not constitute Incidents and are excluded from Incident Service Level targets. Service Requests are handled on a best-effort basis and may be subject to additional fees.

For the avoidance of doubt, any period during which SwissSign is unable to perform the activities required to investigate, resolve, or restore the affected Service due to customer-related causes or dependencies shall be excluded from the measurement of the applicable Service Level Targets.

Service Availability calculations shall exclude all of the above circumstances.

9. Reporting

Upon customer request, SwissSign may provide monthly reporting regarding service levels, system availability, incidents, and support activities. Such reporting may be subject to additional fees and shall, if applicable, be agreed separately between the parties.

Monthly reports may include, but are not limited to:

- (a) System availability (calculated in accordance with the Service Level definitions);
- (b) Number of incidents and duration of service interruptions;
- (c) Operational statistics related to system performance and support activities.