

Trinity Digital Identity Wallet License/Reseller Agreement

between

comuny GmbH
Bergstraße 92A
69469 Weinheim
Germany

(hereinafter referred to as "**comuny**")

and

[Name and address of Licensee]

(hereinafter referred to as "**Licensee**")

(hereinafter also referred to as the "**Party**" and collectively as the "**Parties**")

Preamble

comuny is a software company founded in 2018. The company specializes in connecting software solutions for data exchange via mobile device and has expertise in data sharing, privacy and cybersecurity. The comuny software products support digital self-determination (= privacy, data sovereignty) and therefore make an important contribution to a free digital world.

The focus of comuny's product range is "Trinity Digital Identity Wallet," a software solution for secure data exchange via mobile device, e.g., for setting up and operating an identity provider (IDP). These software components are provided for the implementation of identity management in the form of a mobile SDK (Software Development Kit) and the associated backend components (Trinity Service Backend).

comuny concludes this License/Reseller Agreement (hereinafter referred to as the "**License Agreement**") exclusively with its customers ("**Licensees**"). Licensees are operators of the Trinity Service Backend in SaaS operation, B2B integrators, developers, product refiners, sales partners or resellers of comuny software. Licensees use the Trinity Technology Framework to develop their own software products, which they provide to their own customers ("**end customers**") such as banks or insurance companies. Trinity licenses are therefore always embedded in a license agreement of the licensee vis-à-vis the end customer.

With this license agreement, the Parties agree on conditions for long-term cooperation, the focus of which is the use of comuny's software products by the Licensee for the development of software products for their end customers as a reseller, i.e., as a contractual partner of their end customers, and, if applicable, the operation of the Trinity Backend as a SaaS service by the licensee. comuny primarily cooperates with the Licensee and does not consider itself to be in direct contractual responsibility towards the end customers.

This License Agreement contains both general regulations for cooperation and regulations for the provision of IT services by comuny to the Licensee for its own purposes, but primarily for the purpose of software development and, if applicable, the SaaS operation of the software products that were created on the basis of comuny software.

A. Introduction

1 Subject of the Agreement

1.1 The subject of this License/Reseller Agreement (hereinafter referred to, together with its annexes, as "**Agreement**"):

1.1.1 General regulations for cooperation between the Parties, in particular, towards end customers of comuny software products (**hereinafter referred to as "comuny software"**) and related services (**Section B. – Cooperation**);

1.1.2 Regulations for the provision of services by comuny for the Licensee in connection with the provision of comuny software for the purpose of software development and, if applicable, the SaaS operation of comuny software (**Section C – Services**)

1.1.3 General arrangements for cooperation (**Section D. – General**).

1.2 Within the framework of the contract, the Parties agree on the following distribution of roles and responsibilities:

1.2.1 The Licensee acts as the general contractor for their end customers and, with regard to the use of the comuny software, as their reseller or as SaaS provider of the comuny software as operator, i.e., always as a contractual partner for their end customers;

1.2.2 insofar as the Licensee or the end customers of the Licensee integrate the comuny software into existing systems and/or integrate third-party software products into the comuny software (via their interfaces), the Licensee is responsible for this integration; comuny is not responsible for the suitability of the comuny software or the third-party software products for the purposes of the end customers nor for the compatibility of the third-party software products with comuny software;

1.2.3 within the framework of comuny's specifications, the Licensee is free to decide in what way they provide comuny software to their end customers; however, they are also responsible for the results of the provision.

1.3 The Parties may enter into separate agreements with a view to developing further, more specific forms of cooperation. This applies in particular to regulations for the development of modular extensions of comuny software by the Licensee and their provision to their end customers; these services are not the subject of this contract.

1.4 The Parties do not guarantee exclusivity through this contract.

B. Cooperation

2 Content of cooperation

2.1 As part of possible cooperation, comuny and the Licensee will support each other to the best of their ability in the development of software products using the comuny software "Trinity Digital Identity Wallet".

2.2 The Licensee shall designate, in writing, a contact person for comuny and an address and e-mail address at which the accessibility of the contact person is ensured. The contact person must be able to make the necessary decisions for the Licensee with regard to this contract or to bring them up to speed without delay. The contact person will ensure good cooperation with the contact person at comuny.

2.3 Upon conclusion of the License Agreement, the Licensee will receive a developer license for comuny software, which they can use for the development of their own software products and for demonstration in sales activities of the same. With the help of the developer license, they will be able to install the Trinity Service Backend in a cloud/data center environment of their choice. Currently, comuny has the support of Kubernetes clusters on Google and AWS.

2.4 The developer license will be made available to the Licensee free of charge for two (2) months from the start of the contract, after which the Licensee must pay a license fee for it (see **Appendix 4 – Price List of Trinity Digital Identity Wallet**). For the first test of the development license, a Trinity Service

Backend operated by comuny is also provided to the Licensee free of charge, which can be used to test the Trinity SDK.

2.5 Upon conclusion of this License Agreement, the Licensee shall have free access to all Trinity Digital Identity Wallet documents provided to the Licensee (Developer Documentation Example Code, Developer Demo App). In the context of the use of these documents, the Licensee shall undertake to maintain the confidentiality and protection of the comuny IP in accordance with Clause 11 of this Agreement.

2.6 With the developer license, the Licensee will receive one-time credits from the Licensor for training and support services for a total of 16 hours, which they can use according to their needs after signing the License Agreement. The Licensee agrees to the nature and execution of the provision of services with the Licensor, who will confirm and schedule this in writing. The Licensee is not entitled to individual performance of the free services.

2.7 Further services such as training, support with installation and development of the comuny software, consulting or support services, if they exceed the scope described in **Annex 3** – SLA Trinity Digital Identity Wallet – will be invoiced in accordance with the current price list.

2.8 The Licensee is not entitled to these free services under this section. comuny is entitled to restrict or discontinue these services at any time. comuny shall notify the Licensee of changes in free services with a notice period of one (1) month.

3 Marketing and external appearance

3.1 The parties shall support each other in joint external presentations, such as:

- Joint events;
- Providing speakers for events;
- Placement of reference customers;
- Trade fair presence, in-house trade fairs, conferences;
- Retail presentations;
- Provision of marketing materials;
- Press releases;
- Reciprocal use of logos for e-mailing;
- Mutual use of logos for marketing media;
- Technical articles, technical paragraphs.

3.2 The Parties agree in principle that one Party designates the other as a partner company in print media, on the Internet and at events, etc., and also uses the logo of the other Party. Insofar as one Party uses logos and other design elements of the other Party, it will comply with the design specifications provided by the other Party for this purpose.

3.3 Advertising measures and external presentation, including designation as a partner company, require prior written mutual agreement. The costs of sales and marketing activities are to be borne by the respective Party who incurs them and are not to be invoiced. Exceptions to this are to be mutually agreed in individual cases.

C. Services

4 Services of comuny

4.1 The services provided by comuny to the Licensee under this Agreement generally consist of the following elements:

4.1.1 Provision of several software applications from comuny, usually consisting of:

- a backend application ("**Trinity Service Backend**") and
- A software development kit for the development of solutions for data exchange via mobile device in mobile apps of the end customers, including the possibility of developing interfaces for the integration of third-party applications ("**Trinity SDK**"),

Collective "**comuny software**", in the form of a temporary software transfer ("**software rental**") for the purpose of development and provision by the Licensee to their end customers;

4.1.2 Provision of software applications of the provider Build38 GmbH, usually consisting of:

- The software application "**T.A.K. Client Library**" as part of the Trinity Service Backend (as software rental), and
- The "**Build38 Cloud Service**," which can be used over the Internet,

called "**Build38 Software**", also for the purpose of development and provision by the Licensee to their end customers; unless otherwise stipulated in this Agreement, the comuny software includes the Build38 software;

4.1.3 Maintenance and support services related to the operation of the comuny software used by the end customers of the Licensee ("**Software Maintenance and Support**");

4.1.4 Consulting, training and other support services related to the installation and operation of the comuny software used by the end customers of the Licensee in connection with the use of the comuny software (collectively "**Services**");

4.1.5 Success-related services such as the development of end customer-specific modules and other adaptations of the comuny software for the Licensee (collectively "**Work Services**").

4.2 The General Terms and Conditions of comuny apply to the provision of the services referred to in Section 4.1. The General Terms and Conditions are attached to this Agreement as **Annex 1**. General terms and conditions of the Licensee shall not form part of the contract.

4.3 The scope of services of the comuny software is described in **Appendix 2** – Service Description Trinity Digital Identity Wallet (incl. all integrated Build38 components).

4.4 Insofar as comuny provides the Licensee with third-party software products, this is done exclusively in order to simplify the provision process by the respective third-party provider. comuny is not a party to the contract with regard to the provision of these software products and is not responsible for these software products. The Build38 software is not considered a third-party application within the meaning of this clause. The provisions of this contract apply to these services provided by comuny.

5 Development and use by the Licensee

5.1 This Agreement entitles the Licensee, during their term, to further develop the comuny software in their own name and to distribute it to their own end customers (hereinafter referred to as "**use**").

5.2 The operation is limited to the countries of the European Union (the "**Area of Operation**").

5.3 The Licensee shall have the non-exclusive right, limited to the duration of this Agreement, to actively further develop the comuny software mentioned in the respective offer, as well as any third-party software products mentioned in the respective offer, and to distribute these software products to their end customers located in the area of use in their own name and for their own account. The Licensee is not entitled to distribute to other resellers unless comuny agrees to this in writing. They are not authorized to legally represent comuny or third-party providers. The Licensee bears the risk of default and default of payment by their end customers.

5.4 The Licensee is free to design their contractual terms with the end customer with regard to the comuny software. They may base their design on the contractual terms and conditions of the Parties, in particular on the General Terms and Conditions of comuny (**Annex 1**). The Licensee will enter into agreements with their end customers for the provision of the comuny software, which impose at least the same obligations on the end customer as apply to the "Licensee" under the contractual conditions agreed between the Parties. In the event of violations of this section, the Licensee shall indemnify comuny against any resulting damages and/or claims of third parties.

5.5 The licensee is free to decide in which way he will provide and, if necessary, operate the comuny software and related services to their end customers (e.g., as an on-premise installation or as a SaaS service). They will comply with the implementation guide for the Trinity Service Backend and the API documentation for the Trinity SDK required by comuny (**Annex 5**). In the event of violations of this section, the Licensee shall indemnify comuny against any resulting damages and/or claims of third parties.

5.6 The Licensee shall ensure that their end customers meet the requirements for the integration of the Trinity SDK into the mobile apps used by end customers (**Annex 5**). In the event of violations of

this section, the Licensee shall indemnify comuny against any resulting damages and/or claims of third parties.

5.7 The Licensee is entitled to offer their own services in connection with the use of the comuny software (such as consulting, training, support services) to their end customers. In this case, the Licensee will clearly identify these types of services as their own; comuny and other software providers are not responsible for them. In doing so, they do not compete with comuny's business interests.

5.8 The Licensee autonomously sets their prices for the provision of the comuny software and their associated services to end customers.

5.9 The right of comuny to maintain its own business relations with end customers of the Licensee shall remain unaffected by this Agreement.

6 Remuneration

6.1 For the provision of the services referred to in Section 4.1, the Licensee shall pay the following remuneration:

6.1.1 For software rental including the agreed care and support services – a monthly remuneration, the amount and payment requirements of which are agreed in the price list (**Annex 4**). The Licensee undertakes to inform comuny in writing of the number of expected users and the scope of use of the license (test/PoC/productive) immediately after conclusion of the contract with their customer.

6.1.2 For services – an expense-related remuneration; hourly/daily rates are listed in the price list (**Annex 4**).

6.1.3 For work services – an expense-related remuneration; hours/daily rates are agreed separately in offers. Insofar as the work services are clearly and conclusively described in the offer, the agreement of a fixed price remuneration is alternatively possible.

6.2 All prices are cash prices. They do not include statutory value added tax. The applicable VAT will be charged in addition.

6.3 The prices mentioned in section 6.1.1 will be invoiced annually or monthly (see **Appendix 4**) in advance. The remuneration referred to in sections 6.1.2 and 6.1.3 will be invoiced monthly or after completion of the service provision.

6.4 Unless otherwise agreed, travel expenses, expenses and other ancillary costs, as well as expenses incurred by comuny for the provision of the contractually owed service, will be charged additionally and at cost.

6.5 Invoices are payable within 14 days of receipt of the invoice; the granting of a discount is excluded. In case of doubt, invoices shall be deemed to have been received three working days after the invoice date.

6.6 comuny may change the prices for the comuny software at any time; comuny will notify the Licensee of price changes with a notice period of 30 days. Prices agreed between the parties in ongoing contractual relationships for existing end customers remain unaffected by this.

7 Usage/audit rights

7.1 Unless otherwise agreed in this contract, in the case of the use of comuny software, the Licensee's right of use to comuny software is limited to the sublicensing of the end customers specifically named in the context of the retrieval of an SDK provided for the end customer and own actions required in the context of the provision of the comuny software to the end customers. The corresponding paragraphs from the contractual conditions agreed between the Parties (**Annex 1**) shall apply mutatis mutandis to the right of use of the end customer.

7.2 comuny is entitled to continuously retrieve the number of mobile apps of the Licensee's end customer (s) in which the comuny software is integrated via the Build38 Cloud Service. Unless otherwise agreed, comuny shall, in this way, carry out a monthly measurement of the scope of use of the comuny software by the Licensee.

7.3 During this contractual relationship with comuny and for a period of three (3) years after termination of this contractual relationship, the Licensee will keep complete and sufficiently detailed records

of the contractual scope of the licensing of the comuny software. During this contractual relationship and for a period of three (3) years after termination of this contractual relationship, comuny is entitled to carry out an audit of the Licensee at its own expense with regard to the contractual scope of the licensing of the comuny software. comuny may carry out this audit itself or by a third party who is not a competitor of the Licensee and is accordingly obliged to maintain confidentiality. Notice of such auditing shall be given at least ten (10) days in advance to the Licensee and shall be carried out during normal business hours at the Licensee's premises in a manner that does not unreasonably interfere with the Licensee's normal business. An audit shall take place no more than once a year. The Licensee shall reasonably support the auditing and provide the necessary information in an appropriate form. If, in the course of the audit, the Licensee is found to have sublicensed, the Licensee shall reimburse comuny for the costs incurred in connection with the audit. The other rights of comuny remain unaffected. In particular, any royalties received for the software rent will be charged immediately, including a penalty payment of 10% of the amount lost.

7.4 By means of appropriate contractual agreements with their end customers, the Licensee shall ensure that:

7.4.1 Their end customers do not receive any further rights of use to the comuny software than provided for under this Agreement;

7.4.2 Their end customers know and accept the rights of comuny under Section 7.2;

7.4.3 comuny may also exercise its rights under Section 7.3 directly against end customers.

7.5 In the context of the use of comuny software and limited to the duration of this Agreement, the Licensee is entitled to use the comuny brand and logos of comuny in unchanged form.

D. General

8 Contact person

For the smooth execution of the Agreement, the employee of the Licensee named in the following overview is named as the contact person. The latter is entitled to make all relevant decisions binding or to bring about binding decisions in a timely manner. In the event of a change, the Licensee is obliged to immediately appoint a new contact person. In the event of absence of the contact person, comuny is to appoint a representative by e-mail.

"First name" "Last name"

Phone: "xxx"

E-mail: "xxx"

9 Relationship of the Parties

9.1 The powers granted in this Agreement are not exclusive and non-transferable.

9.2 The Parties shall cooperate in a spirit of trust and transparency. This form of cooperation also takes place in cooperation with other joint licensees. The Parties will refrain from measures that cause damage to other parties, such as the targeted solicitation of end customers, projects and/or employees.

9.3 Without the prior written consent of the other Party, neither Party is entitled to make declarations or promises on behalf of the other Party or to oblige the latter to perform a service vis-à-vis the end customer/interested party.

9.4 The Parties do not intend to enter into a legal relationship with each other by concluding this contract. Joint and several liability is not intended and therefore excluded.

9.5 Unless otherwise agreed in writing, each Party shall bear the costs incurred by them within the framework of the cooperation.

10 Duration and termination

10.1 This Agreement shall enter into force on the date of signature by both Parties and shall continue for an indefinite period. The contract may be terminated by either Party in writing without giving any reason, subject to a notice period of three (3) months to the end of the month. The offers existing at the

time of termination with regard to this License Agreement shall continue to exist, unless otherwise stipulated therein. The provisions of this Agreement shall continue to apply to such offers until their termination.

10.2 The duration of an offer and its ordinary termination options are determined according to the agreements made in the respective offer.

10.3 The right of written termination of the Agreement, as well as the offers accepted under it for good cause, is mutually reserved. If the reason for termination consists in a breach of an obligation under this Agreement, the terminating Party must set a reasonable period of time for the other Party to remedy the reason for the termination before termination. Good cause for termination shall be deemed to be all circumstances that make further cooperation with the other Party unreasonable, in particular delays in payment with significant amounts or repeated or persistent serious defects in the provision of services or participation.

10.4 All terminations under this Agreement must be made in writing; digital text form is inadmissible. A transmission of the termination letter (as a scan) by e-mail is permitted.

11 Confidentiality and data privacy

11.1 The Parties will keep all confidential information of the other Party that comes to their knowledge within the scope of the cooperation secret, i.e., protect it with due care from being accessed by unauthorized persons. The subcontractors and employees of comuny employed in accordance with the contract are authorized within the meaning of this regulation. The Parties undertake to include only employees or third parties in the cooperation who have previously committed themselves to secrecy in a comparable form.

11.2 All information of a party – irrespective of its form – that is marked in writing as requiring confidentiality or whose need for confidentiality is clearly evident from its nature, in particular trade and business secrets, is subject to confidentiality. This also includes existing materials or solutions at comuny, including source codes, ideas and concepts ("**comuny IP**").

11.3 Non-classified information is information that the receiving party can demonstrate is or was either (1) in the public domain, (2) was already in the party's possession without an obligation to maintain confidentiality, (3) was developed independently by another party without the use of classified information, or (4) lawfully acquired from a third party who was not under an obligation to maintain confidentiality.

11.4 The Parties will meet the agreed data protection and data security requirements. Both Parties shall comply with the applicable data protection provisions, in particular those applicable in Germany, and shall oblige their employees employed in connection with the contract to observe data secrecy, unless they are already under a general obligation to do so. Insofar as comuny processes personal data within the scope of the provision of its services under this agreement, comuny shall act exclusively on behalf of and on the instructions of the Licensee. The parties shall enter into a separate written agreement for order processing.

11.5 comuny is entitled to keep a copy of the work results and project documents for purely internal purposes, even if they contain confidential information. The Licensee is solely responsible for the retention of their project information and results.

11.6 The confidentiality obligations shall survive the end of this Agreement.

12 Final regulations

12.1 The assignment of rights or obligations of one party under the contract to third parties is excluded without the prior written consent of the other party.

12.2 The offsetting by the Licensee is only possible with an undisputed or legally established counterclaim.

12.3 To be valid, any amendments and supplements to this Agreement shall be made in writing. This also applies to a cancellation or waiver of the written form requirement. The Parties agree that written form is also respected by sending signed declarations by e-mail to the e-mail addresses communicated by the Parties for communication under this Agreement. Unless otherwise agreed, all other communications in the context of the execution of this Agreement may be sent by e-mail (to the e-mail addresses

communicated by the Parties for these purposes). However, verbal agreements and telephone transmission are not sufficient.

12.4 The legal relationship between the Parties is subject to German law to the exclusion of the UN Convention on Contracts for the International Sale of Goods. The exclusive place of jurisdiction is the registered office of comuny.

12.5 Should any provision of this Agreement be or become invalid in whole or in part, this shall not affect the validity of the other provisions. Rather, the Parties undertake to replace the ineffective provision with one that achieves the economically intended purpose as far as possible.

12.6 The following Appendices form an integral part of this Agreement:

Appendix 1: General Terms and Conditions of comuny

Appendix 2: Service description Trinity Digital Identity Wallet (incl. Build38 components)

Appendix 3: SLA Agreement Trinity Digital Identity Wallet

Appendix 4: Price list Trinity Digital Identity Wallet

Place, date

Place, date

Name/Position

Name/Position

Name/Position

Signature(s) Licensee

Name/Position

Signature(s) Comuny

Appendix 2

General Terms and Conditions of comuny for the provision of comuny software and related services

A. General Provisions

1 Scope/Commitment Period

1.1 These General Terms and Conditions (**hereinafter "GTC"**) apply to business relationships of comuny GmbH, Bergstraße 92A, 69469 Weinheim (**hereinafter "comuny"**) with its customers ("**customers**") as a Licensee of the comuny software or customers using work services or other services of comuny.

1.2 comuny offers customers services in connection with the provision of standard software products (**hereinafter "comuny software"**). The content of the contract is always based on the License Agreement created by comuny and accepted by the customer ("**License Agreement**") or an offer individually created for the customer ("**Offer**"). In the event of contradictions between the License Agreement or the Offer (including any appendices) and the GTC, the License Agreement or the Offer shall take precedence.

1.3 General Terms and Conditions of the customer shall only become part of the contract instead of or in addition to these General Terms and Conditions if comuny expressly confirms this in writing to the customer in the context of the conclusion of the contract. The customer is aware that the start of the service provision by comuny is under no circumstances to be understood as acceptance of the customer's General Terms and Conditions.

1.4 comuny reserves the right to modify these GTC at any time. The customer will be informed in writing of changes six (6) weeks before the changes take effect. As part of this information, the customer will be informed of the new GTC. They are entitled to object to the validity of the new GTC within four weeks of receipt of this notification. If the customer fails to object, the amended GTC will become part of the contract after the four-week period has expired. In the context of a change notification, comuny will expressly inform the customer of this deadline.

Excluded from the right to amend these GTC in accordance with this section are provisions that affect the main performance obligations of the contracting parties and that thus significantly change the relationship between main and counter performance obligations, as well as other fundamental changes to the contractual obligations that amount to the conclusion of a new contract. An express contractual agreement is required for such changes.

1.5 comuny shall be bound by an offer for one (1) month from the date of submission of the offer.

2 Services of comuny

2.1 The services provided in the context of a business relationship of comuny usually consist of the following elements:

2.1.1 Provision of one or more standard software applications from comuny ("**comuny software**"), for further development and provision to customers of the customer ("**end customer**"), in the form of a temporary software transfer ("**software rental**");

2.1.2 Care and support services related to the operation of the comuny software ("**software care and support**") provided by comuny to the customer;

2.1.3 Performance-related services such as basic adaptation and other adaptation of the comuny software (collectively "**Work Services**").

2.1.4 Non-performance-related consulting, training and other support services for the customer in connection with the use of the comuny software (collectively, "**Services**");

2.2 In addition to the General Regulations (A.) of these General Terms and Conditions, the respective Supplemental Conditions for Software Rental (B.), for Software Maintenance and Support (C.), for Services (D.) and for Work Services (E.) apply. The Supplementary Conditions take precedence over the General Regulations insofar as they contradict them.

2.3 comuny uses carefully selected self-hired employees or third parties as subcontractors with the respectively required qualifications for the provision of services and work services. comuny is entitled at

any time to replace their own employees or third parties employed for the provision of services with those with comparable qualifications and experience. If these employees have been communicated to the customer by name, comuny will inform the customer about the replacement.

2.4 The agreed remuneration only covers the scope of services documented in the License Agreement or in the offer. Additional services are calculated separately on the basis of the agreed prices, unless they are unremitting and commercially irrelevant auxiliary services. Insofar as the service description in the offer contains unintentional gaps or ambiguities, comuny is entitled to adjust the service description accordingly at its reasonable discretion.

3 General obligations of the customer

3.1 The customer acknowledges their obligations to cooperate (mentioned in these GTC and, if applicable, additionally in the offer) as a prerequisite for the provision of services by comuny and thus as their contractual obligations.

3.2 The provision of the comuny software is subject to certain prerequisites with regard to the technical infrastructure used by the customer. The customer will inform themselves about and observe the essential functional features of the comuny software and its technical requirements (e.g., with regard to client hardware, software and server architecture). They bear the risk of whether the comuny software meets their wishes and circumstances.

3.3 The customer provides the working environment of the comuny software (hereinafter "**IT systems**") in accordance with the specifications of comuny. It is their responsibility to ensure the proper operation of the necessary IT systems, if necessary, through maintenance contracts with third parties. The customer shall pay particular attention to the requirements of comuny in this regard. They grant comuny access to the comuny software and the IT systems directly and by means of remote data transmission and provide all existing documents (e.g., log files) that enable comuny to trace and reproduce faults and errors.

3.4 Technical requirements and specifications in accordance with clauses 3.2 3.3 may change from time to time, in particular in connection with updates to the comuny software. comuny makes the current requirements and specifications available to the customer on an ongoing basis and informs the customer in good time before a change in the requirements and specifications. The customer will implement current requirements and specifications without delay.

3.5 The Licensee shall designate, in writing, a contact person for comuny and an address and e-mail address at which the accessibility of the contact person is ensured. The contact person must be able to make the necessary decisions for the customer or to bring them about without delay. The contact person ensures good cooperation with the contact person at the provider.

3.6 The customer shall be solely responsible for the definition, documentation and execution of their processes within the scope of the comuny software, including but not limited to the configuration of the comuny software, system administration, application and data security policies, and other legal requirements.

3.7 If there is an infringement of the customer's rights of use, the customer shall cooperate to the best of their ability in the clarification of infringing acts and their scope, and in particular, inform comuny of the corresponding infringing act.

3.8 If the customer fails to fulfil an obligation, or fails to do so properly or late, and comuny is therefore unable to provide its services in accordance with the contract, comuny shall not be responsible for any disadvantages arising for the customer from this act. comuny will additionally invoice the customer for the additional expenses caused by this act, in particular for the prolonged provision of the personnel or material resources used, at the agreed prices.

4 Prices and payment terms

4.1 The prices determined in the License Agreement or in the offer are net prices, to each of which the legally determined sales tax is added.

4.2 The invoice amount must be credited to the account specified in the invoice no later than the 14th day after the invoice has been issued without deduction. The granting of a discount is excluded.

4.3 Regarding price changes, comuny shall notify the customer in writing and expressly at least three (3) months before the end of a contract year. In the event of a price increase, the customer is

entitled to object to the price increase within four (4) weeks of receipt of the notification. Unless the customer objects, the new prices shall apply for the new contractual year and subsequent years until any further price change. If the customer objects, comuny may terminate the contractual relationship with the customer with a notice period of six (6) weeks to the end of the contractual year.

4.4 Travel costs, expenses and other ancillary costs, as well as expenses incurred by comuny for the provision of the contractually owed services will be charged to the customer additionally and at cost, unless otherwise stipulated in license agreements.

5 Rights of the customer in the event of defects of title

5.1 comuny guarantees that the work results provided (including the comuny software) do not violate any rights of third parties when used by the customer in accordance with the contract. This warranty presupposes that the customer will immediately inform comuny in writing of third-party rights asserted against them and that comuny will provide legal defense and settlement negotiations. The customer will support comuny to a reasonable extent free of charge, and in particular, provide the necessary information. The customer's statutory obligations to complain remain unaffected. Rights in this sense are only those to which the third party is entitled in the Federal Republic of Germany and in the states in which the customer uses the work results as intended.

5.2 If the customer cannot use a work product in accordance with the contract due to a conflicting right of a third party, comuny may, at its own discretion, either (1) change the work product in such a way that the right of the third party is no longer violated, or (2) provide the customer with the necessary authority to use the work product. Self-performance by the customer or through the involvement of third parties is excluded. Clause shall apply to claims for damages by the customer⁶.

5.3 Claims of the customer due to defects of title do not exist if the work results have been changed after receipt by the customer or third parties, unless the customer proves that the infringement is not the result of the changes. Claims of the customer also do not exist in the event of infringements as a result of a combination of the work results of comuny with such services or products of third parties that are not subcontractors of comuny in this regard.

6 Liability

6.1 comuny is liable without limitation for gross negligence or intentional damage caused by it, its legal representatives or vicarious agents. comuny is also liable without limitation for damage resulting from culpable injury to life, limb or health.

6.2 Only in the event of a breach of essential contractual obligations, the breach of which endangers the purpose of the contract and on the fulfilment of which the customer could rely to a particular extent (so-called cardinal obligations), is comuny liable – even in cases of simple negligence. This liability is limited to the compensation of damages that were typically foreseeable at the time of conclusion of the contract. In addition, in the cases of software rental, the liability according to § 536a BGB and in the cases in which the customer is provided with the software free of charge for testing purposes, the liability of comuny is excluded for all cases of simple negligence.

6.3 The above limitations of liability also apply to the legal representatives and employees of comuny and also apply in the event of pre-contractual or tortious liability.

6.4 The liability of comuny for damages under the Product Liability Act remains unaffected.

6.5 Insofar as comuny is not responsible for the backup of the customer's data (i.e., in particular in the case of software rental), in the event of data loss, comuny's liability is limited to the restoration effort that would have arisen if the customer had backed up the data in accordance with their obligations.

7 Confidentiality and Data Privacy

7.1 The Parties will keep all confidential information of the other Party that comes to their knowledge within the scope of the cooperation secret, i.e., protect it with due care from being accessed by unauthorized persons. The subcontractors and employees of comuny employed in accordance with the contract are authorized within the meaning of this regulation. The Parties undertake to include only employees or third parties in the cooperation who have previously committed themselves to secrecy in a comparable form.

7.2 All information of a party – irrespective of its form – that is marked in writing as requiring confidentiality or whose need for confidentiality is clearly evident from its nature, in particular trade and business secrets, is subject to confidentiality. This also includes materials or solutions pre-existing with the supplier, including source codes, ideas and concepts ("**comuny IP**").

7.3 Non-classified information is information that the receiving party can demonstrate is or was either (1) in the public domain, (2) was already in the party's possession without an obligation to maintain confidentiality, (3) was developed independently by another party without the use of classified information, or (4) lawfully acquired from a third party who was not under an obligation to maintain confidentiality.

7.4 comuny will meet the customer's agreed data protection and data security requirements. Both Parties shall comply with the applicable data protection provisions, in particular those applicable in Germany, and shall oblige their employees employed in connection with the contract to observe data secrecy, unless they are already under a general obligation to do so. Insofar as comuny processes personal data within the scope of the provision of its services according to this Agreement, comuny shall act exclusively on behalf of and on the instructions of the customer. The parties shall enter into a separate written agreement for order processing.

7.5 comuny is entitled to keep a copy of the work results and project documents for purely internal purposes, even if they contain confidential information. However, this authorization does not imply any obligation, i.e., comuny cannot reserve any storage capacity beyond the period of project processing. The customer is solely responsible for the storage of their project information and results.

7.6 The confidentiality obligations shall survive the end of the respective contract.

8 Duration and termination

8.1 comuny shall provide the agreed services (insofar as they are limited in time) from the provision of the comuny software for a minimum contract term of one (1) year. Thereafter, the contract term shall be extended by one (1) further year as long as a Party does not terminate the contract in whole or in part in writing no later than three (3) months before the end of the term. The date of receipt of the termination is decisive.

8.2 Termination of the software lease is also associated with the termination of any maintenance and support services.

8.3 Without prejudice to any rights to the ordinary termination of services, the right of both Parties to terminate in writing for good cause remains unaffected. If the reason for termination is a breach of a contractual obligation, the terminating party shall, prior to termination, set a reasonable period of time for the other party to remedy the reason for termination. Good cause for termination shall include all circumstances that make further cooperation with the other Party unreasonable, in particular, default in payment of substantial amounts, cessation of business by comuny or repeated or persistent serious deficiencies in the provision of services or cooperation.

8.4 Cancellations must be made in writing by registered letter; digital text form (i.e., documents not signed and transmitted in the original, including e-mail) is excluded.

9 General provisions

9.1 The Parties may use each other's companies and trademarks publicly as a reference. In addition, the customer has the opportunity to act as a reference customer on the basis of a separate agreement for comuny.

9.2 The assignment of rights or obligations of the customer under the contract to third parties is excluded without the prior written consent of comuny.

9.3 Offsetting by the customer is only possible with an undisputed or legally established counterclaim.

9.4 If the written form is required under these GTC, digital text form (i.e., documents not signed and transmitted in the original, including e-mail) is sufficient to comply with them, unless otherwise stipulated in individual cases.

9.5 The legal relationship between the parties shall be governed exclusively by German law to the exclusion of the UN Convention on Contracts for the International Sale of Goods.

9.6 Exclusive place of jurisdiction is Munich.

B. Supplementary provisions for software rental

1 Provision of comuny software

comuny shall provide the customer with one or more applications of the comuny software for the term of the contract. The functionality of the comuny software is described in detail in the License Agreement. The provision takes place by comuny making the comuny software available online as an archive for download or electronically. Commissioning the comuny software is the responsibility of the customer, unless otherwise stipulated in the offer.

2 Customer usage rights

2.1 The customer has the non-exclusive right, limited in time to the term of the contract, to make the comuny software available to the agreed user group or the agreed scope of use. The customer is entitled to transfer the right to affiliated companies within the meaning of § 15 AktG at the time of conclusion of the contract or to grant them a simple right to use the work results; otherwise, transferability/sublicensing is excluded.

2.2 Insofar as comuny does not provide the customer with the comuny software for the purpose of use with end customers, the customer will only use the comuny software for its internal corporate purposes. In this case, they may not rent, lend, sell, sublicense, transfer to third parties for use, assign or transfer the comuny software themselves or the rights to the comuny software, nor copy the comuny software or authorize the copying of the comuny software in whole or in part, except in the cases expressly permitted herein. If the comuny software is provided to the customer for testing purposes, their rights of use are limited to those acts which serve to determine the condition of the comuny software and the suitability for operation at the customer's premises. In particular, a productive operation of the comuny software provided to the customer for testing purposes or the preparation of the productive operation is not permitted.

2.3 The customer will not make the software accessible to third parties without the prior written consent of comuny. There is no entitlement to grant consent to make the comuny software available to third parties. The customer will not remove alphanumeric identifiers, trademarks and copyright notices.

2.4 Any additional program code (e.g., patches, updates) that is made available to the customer for the purpose of troubleshooting or in the context of software maintenance and support is regarded as part of the comuny software provided and is subject to the terms and conditions of these GTC, unless otherwise agreed.

2.5 In all cases in which the customer's rights of use end, existing copies of the software must either be destroyed by the customer against proof or returned to comuny. Statutory retention periods remain unaffected.

3 Warranty for defects

3.1 In the event of defects in the comuny software, comuny guarantees contractual use by providing updates to the comuny software or a workaround solution as soon as comuny makes this available. A reasonable possibility of avoiding errors in comuny software ("**workaround**") provided to the customer by comuny is also deemed to be the production of contractual use, insofar as an insignificant error remains, taking into account the workaround.

3.2 The comuny software is free of material defects if it essentially has the agreed quality described in the offer at the time of transfer of risk. "Warranties" (in particular regarding quality and/or durability) are only those that are expressly designated as such in the offer. comuny receives from the customer all documents and information necessary for the elimination of software errors. The customer's right to rectification of defects is excluded if the defect is not reproducible or cannot be demonstrated by handwritten or machine-recorded expenditure.

3.3 If the defectiveness is based on the use of defective third-party software that comuny uses for the purpose of providing the service and whose defect comuny may not remedy itself, comuny is obliged to remedy the defect by asserting the claims against the respective licensors.

3.4 If errors occur in the products provided by the customer, comuny does not have to remedy these defects. comuny will, however, at the customer's request, support all activities to remedy the defects to

an appropriate extent. The support provided by comuny shall be remunerated by the customer at the prices agreed with comuny or, in the absence of an agreement, at market prices.

3.5 Claims for defects by the customer shall become statute-barred twelve (12) months after the statutory start of the statute of limitations. This period does not apply if the law prescribes longer periods. Statutory notifications of defects by the customer must be made immediately in writing with a precise description of the problem. Only the contact person (Section A3.5) is authorized to notify defects.

3.6 A right of retention of the customer does not exist if their claims for defects are statute-barred. If the notification of defects was made incorrectly, comuny is entitled to demand reimbursement of the expenses incurred by it from the customer. Section 3, Sentence 2 shall apply accordingly.

3.7 Claims for defects by the customer do not exist in the event of only insignificant deviation from the agreed quality, in the event of only insignificant impairment of usability or in the event of damage that arises after the transfer of risk as a result of incorrect or negligent treatment or in the course of the violation of cooperation obligations.

C. Supplementary provisions for software maintenance and support

1 Scope of services and remuneration

1.1 As part of care and support services, comuny provides the following services:

1.1.1 Maintenance services according to section2;

1.1.2 Support services according to clause3.

1.2 The software maintenance and support services of comuny are remunerated jointly.

2 Scope of care services

2.1 As part of maintenance services, comuny fixes errors that occur during the use of the comuny software or become apparent in the associated documentation. The maintenance services also include the elimination of errors that become known to comuny in the comuny software irrespective of its use by the customer. Existing warranty rights of the customer remain unaffected.

2.2 Troubleshooting includes limiting the cause of the error, diagnosing the error and providing services aimed at correcting the error, including the provision of new versions of the comuny software. Fixing an error also includes correcting the associated documentation.

2.3 The maintenance services also include the provision of new versions of the comuny software that contain new functions in addition to troubleshooting (collectively "**updates**").

2.4 comuny provides bug fixing and updates for download by the customer on a download server. The client is then responsible for downloading and installing the bug fixing programs and updates and must take into account comuny installation instructions.

3 Scope of support services

3.1 As part of its support services, comuny provides support for the customer for inquiries from the customer in connection with the technical requirements and conditions of use of the comuny software, as well as individual functional aspects. comuny processes the customer's inquiries in connection with the technical requirements and conditions of use of the comuny software, as well as individual functional aspects.

4 Special obligations of the customer

4.1 The customer shall name a maximum of two system managers of their employees working at the installation site as contact persons to comuny. Only these employees are entitled to receive error messages. The customer will immediately notify changes to the contact persons in writing.

4.2 The customer will carry out an analysis of the system environment before an error message, as far as possible, to ensure that the error is not attributable to system components that have not been contractually agreed.

4.3 The customer will immediately commission bug fixing programs and updates of the comuny software.

5 Service exclusions

The following are not included in the agreed services:

5.1 Services outside the separately agreed service times;

5.2 Services with regard to software that is not used under the conditions of use specified by comuny, in particular a system environment that deviates from the product description;

5.3 Services relating to comuny software that has been modified by the customer or by third parties as a result of development work;

5.4 Services with regard to software or software parts that are not part of the comuny software, in particular

5.4.1 Individual developments in the comuny software,

5.4.2 Extensions and/or adaptations of the comuny software,

5.4.3 Services with regard to software parts, the function of which depends on other software, and

5.5 Services for updates and upgrades of the comuny Software that are one (1) year older than the current released version;

5.6 Services regarding comuny software that is not installed at the agreed location. Any change of installation location must be communicated to comuny in writing. comuny can only refuse to provide the contractual services at the new installation site for good cause. Additional costs incurred due to the change of the installation location during the provision of the maintenance services shall be borne by the customer.

5.7 Services and improvements caused by updates, if these have not been carried out properly by the customer (non-compliance with clause4.3).

6 Duration and termination

6.1 The right of termination of the customer according to § 648 BGB is excluded.

6.2 The care and support services can only be terminated jointly; however, they can be terminated separately to the software rental. In the event of such separate termination, the comuny software will continue to be usable during the term of the software rental. However, the customer is not entitled to receive updates and support services from comuny. If the Parties subsequently agree to the renewed provision of care and support services, the customer will pay the remuneration not paid due to the contractual gap in order to be entitled to new updates and upgrades again. In all other respects, section 2.4 of the General Regulations (A.) applies.

D. Supplementary provisions for work services

1 Scope of work

comuny software sees itself as standard software. However, after appropriate agreement with the customer, comuny may provide services for the development of customer-specific extensions (so-called "module development") of the comuny software or other performance-related services for the customer in accordance with these additional provisions.

2 Service changes (change requests)

2.1 The customer has the right to propose changes to the content and scope of the agreed work services ("**Change Request**"). Change requests are submitted in writing to the provider. The provisions of this section 2 do not apply to software rental.

2.2 If the customer submits a change request, comuny will review it within fifteen (15) working days and inform the customer whether the change request is unreasonable for it or requires an extensive review, and submit a corresponding review offer with price information for any additional remuneration for the review (expense/lump sum compensation). In the event that a comprehensive inspection is required, the customer will either issue or reject the inspection order in writing within fifteen (15) working days.

2.3 If the customer commissions the review of the change request, comuny will communicate its assessment of the effects (in terms of effort, duration and remuneration) in the case of the implementation of the change request. Otherwise, comuny is not obliged to examine the change request. The review of a change request is to be remunerated by the customer on the basis of the agreed prices even if comuny is not subsequently commissioned to carry out the change request. If comuny rejects the implementation of the change request, only 50% of the agreed prices will be charged.

2.4 Changes to the contract will only become effective upon signature of the corresponding form, which contains the changes to the previous Service Agreement associated with the implementation of the change request. comuny will continue the work on the basis of the existing Agreement until then, unless the customer wishes to interrupt the agreed services, which is at their own expense.

3 Special obligations of the customer

In particular, the customer will make decisions incumbent on them regarding the implementation of the project and the content of the project without delay and notify comuny and examine any proposed changes made by comuny without delay. Insofar as this is not possible for him, he will contribute to immediate escalations. The customer is responsible for controlling their employees.

4 Customer usage rights

4.1 As part of the provision of work services, comuny grants the customer a temporally and spatially unlimited simple right of use for their internal business purposes for the results created for them ("**work results**"). This right is granted by comuny to the customer subject to full payment and, in the case of work services, acceptance. The customer is entitled to transfer the right to affiliated companies within the meaning of § 15 AktG at the time of conclusion of the contract or to grant them a simple right to use the work results. If the work results are individually developed components of the comuny software, the right of use for the comuny software continues to depend on the term of the software rental (Section B.2).

4.2 Until full payment and, in the case of work services, until acceptance of the work results, the customer has the right to test the work results as agreed; this does not include the right to operational use. This right to test expires if the customer is in arrears with the payment of the remuneration for more than thirty (30) days. A separate reminder by comuny is not required for this right.

4.3 Section 4.1 does not apply to standard products that are part of the work results or that are provided to the customer as part of the software rental. Standard products include comuny software, as well as self-definable products or solutions from third parties, which are subject to their own licensing conditions. This includes work results that include "**open source software**" or edits of this software. Both parties undertake to observe these license terms. comuny makes an updated overview of these license terms available to the customer online. The rights of the customer to these standard products are exclusively determined by their license conditions (see comuny software section B.2).

4.4 The granting of rights under section 4.1 does not apply to comuny IP, including the changes and additions made to it. comuny reserves all rights to the provider IP at all times. The rights of use granted to the customer to the comuny IP included in the work results are determined by the purpose of the contract on which both Parties are based. The isolated use of comuny IP is excluded.

4.5 In any case, comuny is entitled to use the work results, including the know-how acquired in the provision of the services, in particular the concepts, procedures, methods and interim results on which the work results are based, without restriction, while maintaining its confidentiality obligations.

5 Acceptance

5.1 Works to be produced by comuny are subject to acceptance. Service results are not subject to acceptance. It can be described in the offer that defined partial results of work services are accepted separately (true partial acceptance). Accepted partial results are the basis for the continuation of the work; they are not covered by any right to withdraw from the contract. The subject of a separate acceptance is only the contractual interaction of these partial services with other results (integration).

5.2 comuny provides the customer with the work services for acceptance after completion. Unless otherwise agreed, the customer must declare acceptance within five (5) working days after provision, if the work performed does not have any defects preventing acceptance within the meaning of the following regulations.

5.3 In the case of work services with software reference, the Parties agree on the course and scope of the acceptance test at the beginning of the execution of the contract. In order to carry out the acceptance test, the customer must provide test data and the test results expected by them in good time before the provision of the work services in the form specified by comuny in the offer and create the agreed technical prerequisites (client and server software and hardware). comuny is entitled to participate in the acceptance test and to view the test results.

5.4 Defects preventing acceptance are defects of classes 1 and 2 according to the following definition:

5.4.1 Defects of class 1 are deviations that result in the work services or a central part thereof not being usable by the customer (example: frequent unavoidable system crashes).

5.4.2 Defects of class 2 are deviations that result in significant restrictions on the use of important functions of the work services that cannot be circumvented for a reasonable period of time reasonable for the customer (example: incorrect application results; errors in reports).

5.4.3 Defects of class 3 are all other deviations.

5.5 The Parties shall assign the deviations determined during the acceptance test to the defect classes by mutual agreement. The result of the acceptance test, including the defects that have occurred and their classification, shall be fully documented by the customer within the acceptance period in an acceptance report. If the customer has rightly refused acceptance, comuny will remedy the documented defects preventing acceptance. The required parts of the acceptance test are then repeated.

5.6 Trades shall be deemed accepted as soon as the customer makes productive use of them or has not submitted a list of defects in which at least one defect preventing acceptance is listed within fourteen (14) days after handover of the work. If the customer wishes to make design changes after handover of the work services, which do not concern a notice of defects, comuny shall endeavor to take these wishes into account at a later stage. Clause A.2.4 of these General Terms and Conditions shall apply in this case.

6 Rights of the customer in the event of material defects in work services

6.1 The provisions of this section apply exclusively to material defects in work services.

6.2 The customer will notify comuny of material defects in writing immediately after discovery and describe them in concrete and sufficiently detailed terms. Claims for material defects of the customer shall become statute-barred within twelve (12) months after acceptance, unless comuny has fraudulently concealed the material defect; the statutory limitation period for claims for damages of the customer due to material defects shall remain unaffected. In the case of partial services, the acceptance of the affected

partial service is important for the limitation period. The customer's statutory obligations to complain remain unaffected.

6.3 Material defects in work services with software reference are mutually assigned to the classes defined in section 5.4.

6.4 comuny can determine the type of supplementary performance at its own discretion. Subsequent performance shall also include a reasonable option provided to the customer by comuny to circumvent errors in software ("**workaround**"), provided that an insignificant error remains after taking the workaround into account. comuny may also require the customer to install parts of the program sent to it with corrections ("**bug fixes**"). comuny may determine the time of subsequent performance at its reasonable discretion for non-acceptance-preventing material defects.

6.5 The customer will support comuny in the analysis and rectification of the defects free of charge to the extent necessary. This includes in particular the free provision of documents and information to comuny to a reasonable extent.

6.6 The customer may reduce the agreed remuneration or, in the event of material defects preventing acceptance, withdraw from the contract for the work services if the supplementary performance has failed. Final failure is to be determined by comuny taking into account the complexity and the circumstances of the remedy, but is not yet to be assumed in every case after two attempts to remedy a defect have failed. Self-remedy of defects by the customer or by involving third parties is excluded. Clause A. of 6 these General Terms and Conditions applies to claims for damages by the customer.

6.7 comuny is not responsible for material defects based on faulty or incomplete service descriptions and requirements specified by the customer or approved by them (e.g., in the form of specifications), concepts or defective services of the customer or third parties employed by them. comuny is also not responsible for material defects insofar as work services have been changed after their acceptance, unless the customer can prove that the defect is not a consequence of the change.

6.8 If the defectiveness is based on the use of defective third-party software that comuny uses for the purpose of providing the service and whose defect comuny may not remedy itself, comuny is obliged to remedy the defect by asserting the claims against the respective licensors.

6.9 The customer shall reimburse comuny for the expenses incurred due to unjustified complaints at the agreed prices in addition to the agreed remuneration.

7 Duration and termination

7.1 The customer's right of termination according to § 648 BGB is excluded.

E. Supplementary provisions for services

1 Scope of services

comuny provides services to the customer as described in the License Agreement or in a separate offer.

2 Changes in the scope of services

2.1 If, compared to the Contractual Agreement, changed requirements of the customer or other circumstances for which the customer is responsible lead to an increased workload or expense, comuny shall inform the customer thereof in writing without undue delay. comuny will invoice these services according to actual expenditure, unless otherwise agreed.

3 Evidence, work results, acceptance, rights of use

3.1 comuny shall keep documents and objects of any kind representing work results for the customer until they are handed over.

3.2 Protocols, documentation and similar documents provided to the customer under this contract shall remain the property of comuny or their subcontractors and shall be returned upon request within a reasonable period of time after termination of the contract.

Status of these Terms and Conditions: May 2022

Appendix 2 to the License Agreement

Trinity Identity Wallet Service description

Version 1.002 – Aug. 08 2022

submitted by comuny GmbH



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1. PRINCIPLES

With the product Trinity Identity Wallet, software developers receive technical framework for developing solutions for secure and self-sufficient mobile ID cards. Trinity Identity Wallet is a collection of software components for a data operator. Developers can integrate this concept into their own mobile applications. The architecture is based on a client-server principle: the mobile Trinity SDK as a client and the Trinity backend as a server.

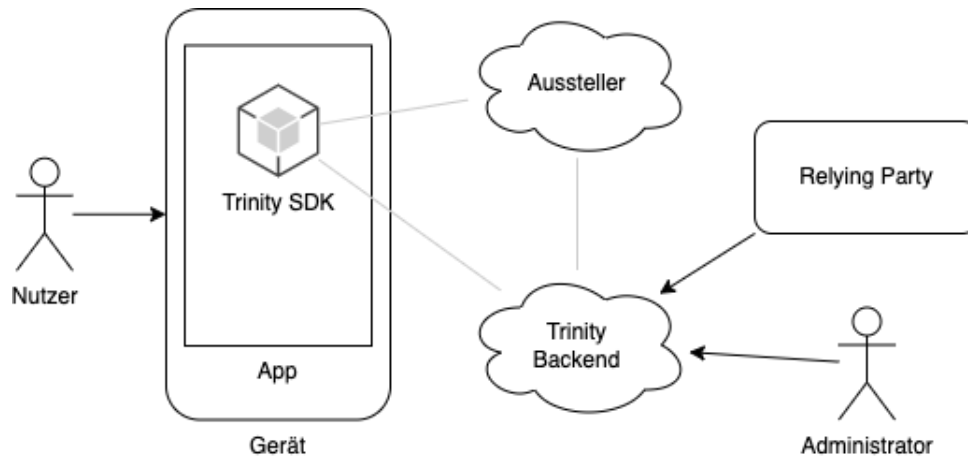


Fig. 1. Trinity System Overview

Image translation: User; Trinity SDK, App, Device; Producer, Trinity Backend; Relying Party, Administrator

While the Trinity SDK can be used as a component for the development of registration and authentication processes within mobile apps, the Trinity backend is implemented as an SDK backend, operated centrally by the Licensee or its customers. comunity delivers the Trinity SDK completely without a user interface (UI). This gives each licensee freedom in the design of their own processes and user flows.

The Trinity SDK is delivered as a native library for Android and iOS in binary format with code obfuscation. In order to maintain the more secure communication channel between Trinity SDK and Trinity Backend, the licensee is responsible for implementing the necessary organizational processes during implementation (see implementation guide).

If the Trinity backend is used in identity management, it acts as an OpenID Connect (OIDC) provider. In this role, the backend organizes the process of an authorization request (login session). Trinity SDK and Trinity Backend can be extended by modules via defined interfaces. The licensee uses modules, for example, for the connection of attribute issuers, such as specialized third-party providers of identity procedures. The Trinity Backend is not operated by comunity but is provided as a self-hosting variant.

The scope of services of a test license use also includes the use of the comuny Trinity backend test environment.

Trinity is a fully developed and tested product that has already been used in various PoC projects and has been implemented end-to-end. So far, there is no application of Trinity in the form of the offered production licenses.

The licensee shall ensure that they take into account the developer documentation continuously maintained by comuny and the delivered releases for the scope of services described below.

2. INTEGRITY AND PRIVACY FEATURES

The functions of Trinity SDK and backend organize the data integrity over the components involved in the overall process (identity provider, attributes exhibitor, Relying Party) and protect the data depending on the selected confidentiality level. It depends on the mutual authentication, communication with end-to-end encryption and protection of the device integrity.

Mutual authentication is responsible for an integrity connection between a Trinity SDK case and the Trinity backend. It is realized by a certificate pinned by Trinity SDK and ensures that the Trinity SDK can verify the answers of the Trinity backend. Alternatively, the Trinity SDK signs any requests to the Trinity backend with a local key pair. As a result, the Trinity SDK can verify its requests and gain trust in the respective device, additionally, via a device integrity check.

The **end-to-end encryption** is based on the implementation of a trustworthy form of communication of the publicly available key between the data receiving entity (Relying Party) and the Trinity SDK. This key is used to encrypt personal data that is sent to a Relying Party via the ID Token and the UserInfo. Only the professional implementation according to the specifications of comuny in the current version guarantees that an operator of the Trinity backend does not gain access to encrypted personal user data.

Device integrity secures processes in the mobile app and is crucial for confidentiality in requests to the Trinity backend. When the Trinity SDK is initialized for the first time on a mobile device, Trinity collects a digital fingerprint of the device and then continuously monitors any changes. Likewise, Trinity ensures that an asymmetric key pair is initialized in the device, which protects the device against unauthorized access by means of hardware or software support. In addition, the Trinity SDK continuously checks the integrity of both the device and the app over the entire process. Trinity SDK transmits the result to a central cloud service of Build38 GmbH, which can be retrieved from the Trinity backend in order to evaluate the status quo of the device integrity at the moment of data processing. In case of a non-integral device, Trinity recommends refusing the subsequent form of communication.

3. FEATURES ENSURING APP SECURITY ON THE MOBILE DEVICE

Due to the widespread use of mobile devices, the number of types of attacks upon them has risen sharply in recent years. In order to ensure the security of the data exchanged via Trinity, Trinity is supplied with an integrated protection plan. This ensures that the execution environment (= the mobile phone in the Trinity is active) has not been manipulated. To monitor this, Trinity provides functions and a derived confidentiality level.

The following manipulations and types of attacks on the device can be preconfigured at runtime. The licensee can decide how to react when device tampering is detected:

- Root detection
- Jailbreak detection
- Root Cloacker Detection
- Runtime Integrity
- Device Connection
- Attestation
- Hooking Detection
- Debugger Detection
- Emulator Detection

Trinity protects itself from analysis, attacks, and manipulation through the following features:

- API Protection to protect communication between Trinity SDK and Verify API
- Anti-tempering protection mechanisms
- Code-injection prevention mechanisms
- Protection against MTM

4. USER AUTHENTICATION

The Trinity SDK provides the software developer with functions for implementing two-factor authentication. Currently, they can realize the knowledge about the factors (via 6-digit pin), as well as their possession, via a cryptographic key pair connected to the device. The key pair is managed in the device's secure memory and serves as a unique device identifier when compared to the Trinity backend. It is also used for cryptographic verification of the data packets transmitted by the Trinity SDK.

5. INTEGRATION OF EXHIBITORS' ATTRIBUTES

The Trinity SDK provides a defined interface through which the licensee can develop their own custom modules. For example, integrating different exhibitors' attributes. During the implementation of special methods for data verification, including the integration of further SDK elements from service providers against the Trinity SDK interfaces, the software developer can develop and transfer verifiable attributes for further processing.

6. DATA STORAGE VIA SECURE STORAGE

The Trinity SDK makes sure that data from attribute issuers is stored in secure storage ("wallet") on the mobile device. Before that, it is possible to check whether the signature is present via the raw data and whether the validity date has not been exceeded. If the result is positive, Trinity SDK stores the data in secure storage.

This secure storage is encrypted by means of device keys during the entire time the data is stored and is therefore protected against external access. Key management is carried out via a Key Protection Manager. In this way, sensitive data such as identities, tokens, certificates, etc. are protected by hardened cryptography that is resistant to side-channel attacks. The Silicon Vault feature utilizes hardware (HW)-based storage functionality on the devices that support it.

7. IMPLEMENTATION OF AUTHORIZATION REQUESTS

As a technical framework, Trinity SDK and Trinity Backend provide developers with all functions to implement OIDC-compliant authorization requests for specific attributes/claims.

The Trinity backend handles authorization requests in close cooperation with the Trinity SDK OIDC. A unique session is generated and managed for each request of a Relying Party. When communicating with the Trinity SDK, the Trinity Backend ensures that the necessary steps are carried out correctly. In this case, it follows the so-called authorization code flow with PKCE in the direction of the Relying Party, while a proprietary protocol is handled for communication with the Trinity SDK.

For this purpose, the Trinity backend first provides a session identifier which can be transferred to the Trinity SDK, either via a deep link or by means of a QR code. Data stored in the secure storage ("wallet") of the Trinity SDK, which has been previously verified, can be used as part of the authorization request for the creation of a ID token and UserInfo on the mobile device.

The authorization of the data transfer to the Relying Party can be generated via a Consent Screen. The Trinity SDK supports the development of the Consent Screen by providing parameters. For this purpose, the Trinity SDK offers an interface which transmits the requested attributes and processes them for confirmation or rejection by the user.

Trinity supports the OIDC protocol as follows: The raw data is normalized according to the corresponding format specifications and the claims requested by the Relying Party are made available on the mobile device in the form of ID tokens and UserInfo. For this purpose, the Trinity SDK also provides functions for checking the validity of the signature and the expiry of the validity date. Trinity SDK also allows the normalization and adaptation of raw data for other formats (outside the OIDC standard).

The delivered request package also includes the transfer and provision of the encrypted ID token and the UserInfo to the Trinity Backend, where they can be queried by the Relying Party.

Specifically, the Trinity backend offers the following endpoints and functionalities in order to be able to handle the authorization code flow with PKCE in conjunction with a Relying Party:

- Endpoint for querying the Discovery Document and the IDP key (JWKS)
- Endpoints for client registration
- Endpoint for authorization requests
- Token endpoint
- UserInfo endpoint
- Management endpoint

More detailed technical specifications on these endpoints can be found in the developer documentation.

Due to the local data storage in the secure memory of the device, data can be used with Trinity even without Internet access. For example, the developer can read out the verified raw data and have it output in the form of a QR code in the mobile app on a mobile device.

8. BLOCKING PROCESS – AVAILABLE FROM Q1 2023

The Trinity backend allows an administrative element to lock selected devices. By means of a management endpoint, the device identifier can be added to a so-called blacklist, which subsequently

excludes this device from any communication with the Trinity backend. Alternatively, the entry can be stored directly in the database. The entry of a locked device triggers the deletion of the personal data stored within the secure storage and the key material of the device. Trinity therefore initiates remote erasure. This is executed as soon as the user's device has an Internet connection and the integration app is opened.

9. CONFIGURATION AND MANAGEMENT OF THE TRINITY BACKEND

The licensee, as administrator of the Trinity Backend, can send selective e-mail invitations to clients via managing endpoints. The client receives a token, which it can then use to complete and manage its registration with the Trinity backend. This process avoids arbitrary client registrations.

An administrator of the Trinity backend can use the Kubernetes configuration to adjust the visual design of the QR code page with their own logo and color scheme. They can also specify and manage necessary license keys.

10. GLOSSARY

Term	Meaning
Attributes/Claims	Targeted and predefined personal data, e.g., First name, last name or date of birth.
Producer	A service provider or an organization verifies the personal data and confirms its authenticity with a cryptographic signature.
Kubernetes	An open source system to automate the deployment, scaling and management of container applications.
OpenID Connect (OIDC)	An accessible authentication and authorization protocol.
Token (ID Token, UserInfo)	A verifiable record that may contain personal data.
Authorization Code Flow with PKCE	A sub-protocol of OIDC which enables a special connection to the Relying Party.
Discovery Document	A JSON document that allows the Relying Party to view the configuration of the OpenID Provider (IDP).
Kubernetes	System for providing, scaling and managing container applications.
Relying Party	A requesting and verifying component in the OIDC protocol flow.
Deep-Link/Universal-Link	This link refers directly to a very specific "deeper" subpage of an application.

IMPRINT

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Trinity and T.A.K-Client

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1. PREFACE

This document describes how comuny provides managed services to its customers.

In the appendix, the committed service levels for the Trinity IDP are specified in detail.

2. SERVICE DESCRIPTION

comuny is responsible for operating and executing the activities and processes required to operate the service at the agreed service levels and using the necessary processes as listed below:

- Incident Management - Managing unplanned interruptions or degradations / reductions in service quality
- Problem Management - Proactive and reactive problem management with the goal of preventing problems and incidents in advance, eliminating recurring incidents and minimising the effects of unavoidable incidents.
- Change Management - Allows changes to the service to be made without or with minimal disruption to the service
- Event Management of TAK Cloud (provided by Build38) - Monitoring of events occurring in the IT infrastructure with the aim of guaranteeing normal operation, detecting extraordinary events and escalating them if necessary.
- Service Reporting of TAK Cloud (provided by Build38) - Regular reporting on capacity utilisation and service levels
- IT Continuity Management of TAK Cloud (provided by Build38) - To ensure agreed service levels and to avert risk and plan for necessary service recovery in the event of an emergency
- Request Fulfilment - requests for information, information, standard changes or access to service
- User (Customer) Access Management - Management of Access Rights

comuny together with build38 operates globally distributed teams, globally coordinated processes and centralised monitoring.

2.1 Service Desk

comuny operates the Service Desk as a Single Point of Contact (SPOC) for all service-relevant customer communication. This includes incident reporting, the opening and handling of tickets and the necessary technical support by comuny experts.

The service desk can be reached during the support hours specified in the SLA. This can be done by the “comuny Service Desk” (recommended) or email or phone. The comuny Service Desk provides the direct possibility to open and follow-up with tickets and offers basic statistics.

	Details
comuny Service Desk	https://comuny.atlassian.net/servicedesk/customer/portals
Email	support@comuny.de
Telephone	tbd

Table 1: comuny Service Desk Access

The comuny Service Desk can be reached by the customer's technical experts and service staff. For this purpose, the customer's employees must be registered in the comuny Service Desk. The customer must provide an up-to-date list of all authorised employees and can change this list at any time and without the consent of comuny, provided that comuny has been informed of this change sufficiently in advance. The initial set-up is established during the project phase. All communication with the Service Desk must be in English.

2.1.1 Support Hours

Support Hours is the period defined in the SLA during which incidents are remedied and service requests processed in accordance with the contract.

2.2 Incident Management

The "Service Desk and Incident Management" process is used to return the service to the contractually agreed state as quickly as possible. The process also describes the activities involved in identifying, analysing and correcting the reasons for an incident with the involvement of specialists and with the aim of preventing a repetition of these incidents. Incident Management also includes the handling of Service Requests as described in Figure 1: Service Desk and Incident Management. As part of this process, the customer is informed of the status of the incident at regular intervals.

The customer's access to the Service Desk is contractually facilitated to the Support Hours defined in the SLA. This enables the creation and opening of a ticket along the incident priority levels defined in Table 2.

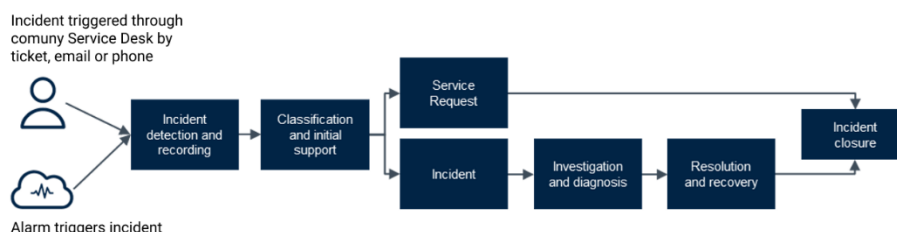


Figure 1: Incident Management Process

An Incident can be detected and reported by any of the parties as described in chapter [2.2.3 Incident Report Process](#).

If comuny notices that the service is impaired, it will inform the customer. This will also be done in the event of security incidents or disclosure of data that is detected by comuny. The customer will be informed of the progress of the elimination of the incident. Should this require the customer's cooperation, comuny will inform the customer and open a ticket in the comuny Service Desk.

Once the service has been restored, comuny will prepare a Root Cause Analysis (RCA) report for each high priority incident on a per incident basis, for as long as comuny is responsible for the incident. The RCA is attached to the ticket with a reminder sent to the customer by e-mail.

comuny will not settle any incidents directly with the customer users of the service offered by the customer - the only contact is between comuny and the customer.

2.2.1 Incident Priority Level

Priority	Classification
High	<p>Whole of or a critical part of the Service is unusable or unavailable, causing immediate and significant business impact such as if:</p> <ol style="list-style-type: none"> 1. The Service is inoperable or requires frequent manual support and intervention to work properly. 2. Total loss of key functionality. 3. Serious security breach. 4. The Service disturbance causes severe impact on the Customer's business.
Medium	<p>Disruption of a single element of the Service such that:</p> <ol style="list-style-type: none"> 1. Degradation of System Performance to the extent that usability is affected. 2. Disruption of normal service function or application. 3. Regular but infrequent interruptions of service availability. 4. The service disturbs external elements affecting its services but not to a severe extent.
Low	<p>Non-urgent or cosmetic problem, or where a Workaround is available causing inconvenience only, such as:</p> <ol style="list-style-type: none"> 1. Cosmetic inconsistency in user interface with no serious impact, or 2. Functional error with minor impact on user group

Table 2: Incident Priority

2.2.2 Incident Identification and Prioritisation

The Customer shall perform and provide an impact analysis and shall assign each Incident to one of the Incident Priority Levels listed in Table 2 Incident Priority Levels. If comuny discovers the priority level to be wrong, it will adjust the priority to the appropriate level. If the customer does not agree the priority shall be with the one registered by customer with the option to renegotiate after the Incident has been solved.

2.2.3 Incident Reporting Procedure

All incidents, including those reported by email (or telephone), are recorded and tracked in the comuny Service Desk. Within the comuny Service Desk, the tickets are provided with an individual ticket number. comuny and the customer both use the "Incident Reporting

Procedure" to enable accurate documentation and tracking of the tickets. The following information is required to open an Incident Ticket:

- Contact information of the person opening the ticket
 - Date and time the Incident occurred
 - Description of the Incident
- Extent and nature of the impact of the incident on customer business
- The priority provided by the customer
- Further mandatory or optional information as requested by the comuny Service Desk form for incidents

comuny's Service Desk will confirm the incident, feed it into the ticketing system and automatically assign a reference number.

Depending on the priority selected, the comuny Service Desk will respond to the incident with the response times defined in the SLA.

Tickets of the category "High", "Medium" and "Low" should be opened via comuny Service Desk. In exceptional circumstances, email or telephone serve as a backup tool.

2.2.4 Required Response

After comuny has received the Incident ticket, comuny immediately starts restoring along the priorities described in the SLA.

Upon receipt of the Incident Ticket, comuny:

- provides an initial assessment of a qualified employee as an initial response. This includes a reference number, status, and estimated time to restore the service ("Acknowledge Date").
- Updates to the incidents will be documented in comuny Service Desk and are visible to customers.

comuny Service Desk will also send out an email automatically with updated information to the customers, unless the customer decides to opt-out of this information service. In this case the comuny Service Desk is the main source of information for the reported incident. The above described standard behaviour of emails can be customised upon request according to customer needs.

- provides a solution, workaround, or temporary fix that restores the service.

2.2.5 Ticket Closure

The incident is regarded as "resolved" and then "closed" when:

- a successful workaround or a solution to the incident has been identified (workarounds automatically trigger a problem management process)
- both parties agree that the incident was not an incident
- both parties agree that the incident was not the fault of comuny

comuny will inform the customer that the incident has been resolved and the ticket closed if the customer does not object within seven (7) business days.

2.3 Problem Management

Problem Management regulates the lifecycle of a problem. The primary goal of Problem Management is to prevent incidents from occurring and to limit the impact of unavoidable incidents. Proactive Problem Management will analyse the available Incident and other IT Service Management data and identify trends or significant problems.

The comuny Problem Management interacts with the Incident Management Process and the Change Management Process to develop long-term solutions and reduce the number and recovery times of incidents. When incidents are resolved, the root cause for the failure is determined.

2.4 Change Management

To keep T.A.K Cloud infrastructure (provided by build38) up and running, build38 needs to perform different tasks: maintenance and T.A.K Cloud functionality related tasks. Maintenance related tasks are executed periodically which is detailed in [chapter 2.4.1](#) and [chapter 2.4.2](#) below. T.A.K Cloud functionality related tasks may cause API or behaviour changes. Therefore, we provide 2 different types of change windows, that are explained in detail below.

2.4.1 Regular Maintenance window

Maintenance Windows are the scheduled time windows for importing changes.

All changes that affect service availability as planned but are not ad hoc emergency changes must be implemented in a maintenance window. The expected downtime of the service in the Change Window is documented in the Change Request in the ticketing system.

Every Sunday, from 00:00 to 02:00 UTC+1 comuny will perform regular maintenance and update tasks and some downtime may be expected. In this time window we will apply OS, third party software, T.A.K Cloud software and third-party hardware and capacity updates.

The changes applied in that maintenance window will not break the functionality, the behaviour of the software or the T.A.K client library.

2.4.2 “Breaking change” maintenance window

In rare situations, comuny with build38 may need to break or change functionality in the API provided by the T.A.K Cloud. As result a new T.A.K client library release or a customer software change may be needed.

In this kind of situations, comuny will inform the customers about the change three (3) months in advance. This period is intended to allow the customer to perform the needed changes and/or to perform tests required by the update. Also, in order to facilitate the process, comuny will provide a test environment with the new functionality available to the customers at least two (2) months before the update is applied in production.

2.5 Service Requests

Service Requests are requests from users for information or recommendations, or for the state of execution of a Standard Change. For customers, service requests are the method of choice for communicating with the comuny organisation and can also be used for complaint management.

Service requests outside the list and non-service requests are priced separately.

2.5.1 Request Fulfilment

Lead times for service requests are defined in the SLA.

2.6 Service Availability

The contractually guaranteed service is operated 24 hours a day, 7 days a week and 365 days a year. For the duration of the contract, service availability is stated as a percentage of the total hours of a calendar month, based on the contractually agreed service levels and calculated according to the agreements defined in the SLA.

The value of service availability excludes Service Maintenance Window times, times when the service is not scheduled to be available, or times agreed with the customer in advance.

2.7 Service Reporting

To achieve the agreed service levels, the services are monitored.

Upon explicit request from the customer comuny will provide ticket reports (incidents and service requests) within 11 business days. comuny will provide such a report for the previous calendar month.

2.8 Backup and Restore

Software, databases, storage, applications, and operating systems are regularly and compulsorily backed up to prevent disasters. comuny uses standard products and applies industry best practices regarding methodology, frequency, monitoring and retention obligations. If a backup process fails, comuny personnel will inform the customer via the ticketing system and will resolve the incident. Regular tests ensure that a backup can also be restored.

RPO (Recovery Point Objective) is targeted for twenty-four (24) hours. RTO (Recovery Time Objective) is targeted for less than two (2) hours.

2.9 User Access Management

User Access Management for the comuny Service Desk regulates access to the service and is set up by comuny with the aim of giving authorised users the necessary privileges and excluding unauthorised users. Necessary user access is requested by submitting a service request from the customer.

3. INFORMATION AND IT SECURITY

For comuny and build38, the security of the customer, his data and services are essential. The information security process is based on identification, analysis and recording. Monitoring and control of attacks directed at IT and the network. The IT installation and the system are regularly checked to ensure the adequate and effective operation of the services, architecture, processes, and team training.

Information Security aims to prevent unauthorised access, use, disclosure, interruption, modification, investigation, and spying, storage, or destruction of information regardless of the access route.

comuny Security Standards are checked within comuny and build38, approved, published, and communicated to employees and parties relevant to the provision of services.

comuny has ensured that physical access control, logical access control and network perimeter control is implemented and enforced by its Cloud Service Provider (CSP).

Logical Access Control - comuny forces authentication in many steps (using passwords, PINs or tokens), periodically reviews rights, assigns IDs and accounts based on the need for access. The password rules follow strict requirements including a minimum length and the use of certain special characters including the elimination of terms from the dictionary and force a big difference to previous passwords.

Workstation security management - comuny employs a wide range of processes and technologies. This includes malware protection and updates, personal firewalls, hardening of operating systems, power-on passwords, password-protected keyboards as well as the use of eye protection foils and screen protection when not in use

Monitoring - comuny regularly evaluates the security logs to identify and defend against access and attempted access, for example, or other security-relevant processes.

4. APPENDIX A: SERVICE LEVELS TRINITY IDP

The appendix describes the service levels committed by comuny for the Trinity IDP including the TAK Cloud provided by build38.

4.1 Content of Managed Services

comuny will provide the agreed Managed Services as described in the main document in accordance with the terms of this SLA document.

a) comuny is not responsible for components such as communication network elements, infrastructure or platforms that are outside the comuny system or for the transmission of data to or from the comuny system. comuny utilises the services of a Cloud Infrastructure Provider. comuny will make commercially reasonable efforts to minimise the impact of connection disruptions or interruptions on the Managed Services.

b) A violation of the Service Levels shall not be deemed to have occurred if the deviation from the Service Levels is attributable in whole or in part to the following circumstances:

- i. an act or omission of the Customer or any other third party,
- ii. an event of force majeure as defined in chapter 6 Service Request Availability,
- iii. a suspension of the Managed Services if comuny is entitled to terminate this Agreement or if comuny is obliged to comply with an order, instruction or request of a court, authority or other competent administrative or regulatory body,
- iv. failure to comply with any of the conditions set out in the main document,
- v. the failure or malfunction of customer systems or,
- vi. any reasons beyond comuny's reasonable control, as described in section 6.1.a) above.

4.2 Support hours

The Support Hours are the times when the Service Desk is available to record and remove Incident and Service Request tickets. This service is provided based on contractually agreed service levels.

24x7x365 support is provided for the customer. 24x7x365 means 24 hours a day, 7 days a week, 365 days a year.

4.3 Incident SLA Milestones

SLA Start date and time Event start	The time at which the incident was detected is reported via the and documented in the comuny Service Desk.			
Incident Acknowledge (Confirmation date and time)	The maximum time allowed is the time between the time when an internal incident occurs and the time at which the customer receives the report of the detected event from comuny, or the period within which comuny confirms receipt of a fault report.			
Standard		90 Min.	180 Min.	360 Min.
RCA time	The time frame in which a root cause analysis (RCA) is provided. RCA is provided by comuny's internal incident management and begins at the end of the incident.			
Standard		6 days	N/A	N/A
min.	means clock minutes during support hours,			
hrs.	means hours,			
days	means Monday to Thursdays from 08:00 to 18:00 (CET) and on Fridays 08:00 to 16:00 (CET), except local or national holidays where comuny is located.			
N/A	Not Applicable			

Table 3: Incident SLA Milestones

5. SERVICE REQUEST PRIORITIES

Via a service request, the customer has access to the comuny organisation in order to receive standard services, general information, supply information or ask questions about the services. A Service Request can also be used to file a complaint. Service requests from the customer are logged in the same way as an incident in the ticketing system.

Service Requests will be confirmed and processed within the deadlines set forth in Table 4 priority level 'Low'. Service Requests are only available with the priority level "low" - neither "high" nor "medium" are available.

"High"	N/A in standard SLA
"Medium"	N/A in standard SLA
"Low"	i) Request Standard Service; ii) Correct documentation errors if instructions cannot be followed or understood; iii) e-mail inquiry for general questions or clarifications

Table 4: Service Request Priorities

6. SERVICE REQUEST SLA MILESTONES

SRQ SLA Start date and time	The time at which the service request was recorded in the comuny ticket system.	
SRQ Recording date and time	The maximum time between the Service Request SLA start and the point at which comuny confirms receipt of a Service Request to the customer. Notification of the customer.	1 day
SRQ SLA End Date and Time - Service Request met	Time span from milestone "SRQ Recording date and time" start to fulfilment of the service request.	15 days

days	means Monday to Thursdays from 08:00 to 18:00 (CET) and on Fridays 08:00 to 16:00 (CET), except local or national holidays where comuny is located.
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Note: All times apply from the time of the first notification of the change request to the comuny Service Desk.

Table 5: Service Request SLA Milestones

7. SERVICE REQUEST AVAILABILITY

The contractually agreed Managed Services are operated 24 hours a day, 7 days a week, 365 days a year. During the contractually agreed period, service availability, expressed as a percentage of total hours during a calendar month, is based on the contractually agreed service levels below and is therefore calculated as defined below. Availability is determined by comuny monthly and reported to the customer on a monthly basis upon specific request by the customer.

The minimum availability for customer is 99.60 % (Standard).

Availability is calculated using the following formula:

$$Av = [(TSH - TSD) / TSH] \times 100$$

Definition of the formula: Av = Availability = Availability in %, expressed in two decimal places (for example, 99.61%).

TSH = Total Service Hours = total service hours, i.e. the number of hours in the reporting period minus the total and accepted / approved downtime as well as downtime caused by ad hoc emergency changes (expressed in hours with one decimal place), e.g. (31 x 24 - 0.5)

TSD = Total Service Downtime = Total time the service was not available, expressed as hours (as a number with one decimal place) in the last reporting period.

The service is always considered available unless an Incident Ticket with priority "High" has been opened and confirmed in the comuny ticketing system.

Excluded from the calculation of availability are all maintenance windows, planned breakdowns documented as part of the comuny Change Management process, and breakdowns due to causes beyond the control of comuny, such as downtimes due to changes requested or approved by the customer, actions or omissions of the customer, Internet routing, problems of the cloud service provider, natural disasters or other force majeure.

Trinity price list

09.09.2022

	comuny services (incl. build38 components + managed service)	Costs (net)	Contract conditions	
Test	Trinity developer license (incl. 2 days of service for training + support)	€2,000/month	2 months free use of the software development kit (SDK), then contractual commitment for 12 months, termination up to 3 months before the end of the contract, otherwise extension by 12 months with billing for the developer license up front for 12 months	
PoC	Surcharge on development license per PoC project	€1,000/month	Monthly invoicing based on individual SDK license for PoC project	
	Service Charge Onboarding for new PoC project	€4,500 (one time)	Invoicing when uploading individual an SDK license for the PoC project	
Production	Trinity productive license basis (incl. 50,000 users)	€8,000/month	incl. 24/7 service desk support with response times according to SLA agreement build38 managed service availability: 99.67% Contractual commitment for 12 months	
	Surcharge: 50,001 to 100,000 users	€6,000/month	Termination up to 3 months before the end of the contract; otherwise, extension by 12 months possible	
	Surcharge: 100,001 to 250,000 users	€20,000/month	Invoicing basis license up front for 12 months	
	Surcharge: 250,001 to 500,000 users	€37,000/month	Invoicing surcharge monthly on the basis of proof of linked apps	
	Surcharge: 500,001 to 1,000,000 users	€62,000/month		
	Surcharge: > 1,000,000 users	Price on request		
	Surcharge on production license per customer (project)	€2,000/month	Monthly invoicing based on individual SDK license for customer project	
	Service charge for onboarding a new customer (without PoC)	€4,500 (one time)	Invoicing when uploading an individual SDK license for customer projects	
Service	Additional support (installation, software	€100/hour	Invoicing at the end of the month according to expenses	
	Consulting (product management, architecture)	€160/hour		