



COMTRADE



Comtrade System Integration

# Terms of Use Comtrade Cloud service

Comtrade  
02/09/2024

## Contents

Comtrade Cloud Service Delivery Rules .....	4
Comtrade Cloud Service Level Rules .....	5
Ensuring service availability .....	5
Target level of system availability in Comtrade Cloud services .....	5
Definition of availability and duration of unplanned outage .....	5
Response time in the event of an unplanned incident .....	6
Different levels of customer support for the needs of using Comtrade Cloud services .....	6
System monitoring .....	7
Monitored components .....	7
Client monitoring and testing tools .....	7
Automated Service Load Volume .....	8
System resiliency .....	8
Comtrade Cloud Services High Availability Strategy .....	8
Redundant power supply and air conditioning .....	8
Redundant server infrastructure .....	8
Redundant network infrastructure .....	8
Redundant storage infrastructure .....	9
Backup strategy of Comtrade Cloud services .....	9
COMTRADE CLOUD SECURITY RULES .....	10
User encryption for external connections .....	10
Network separation .....	10
Network access control .....	10
Network bandwidth and latency .....	10
Safety measures .....	10
System access control and password management .....	10
Data management and data protection .....	11
Data protection .....	11
Data removal .....	11
Security incident response .....	11
Data privacy .....	11

Regulatory compliance .....	12
COMTRADE CLOUD SUPPORT RULES.....	13
Comtrade Cloud Support Terms .....	13
Comtrade Cloud Customer Support Systems .....	13
COMTRADE CLOUD CHANGE MANAGEMENT RULES .....	15
Comtrade Cloud change management and maintenance.....	15
Emergency maintenance .....	15
Major changes in maintenance .....	15
Data center relocation.....	15
Comtrade Cloud Disaster Recovery Services Policy .....	16
Scope .....	16
System resilience .....	16
Disaster recovery .....	16
Target recovery duration.....	16
Target recovery point .....	17
Reconstruction of services.....	17
Disaster Recovery Plan objectives .....	17
Plan testing .....	17
COMTRADE CLOUD SERVICE SUSPENSION AND TERMINATION POLICY .....	19
Cloud service interruption .....	19
Suspension due to violation .....	19



## Comtrade Cloud Service Delivery Rules

Effective date: 02. September 2024. Version 2.2

Comtrade Cloud services are provided in accordance with the terms of the Agreement, the purchase order and the terms of service provided in this document. This document is intended to state the terms under which Comtrade will provide Cloud Services. Comtrade undertakes that changes to this document will not result in changes in the rules that will lead to a significant reduction in the level of performance, security or availability of Cloud Services.

Cloud environment means a combination of hardware and software components owned by Comtrade, managed by Comtrade and located on Comtrade's premises or collocated data centers.

Cloud services are designed to be available 24 hours a day, 7 days a week, 365 days a year, except during periods of system maintenance and technology upgrades, as well as in other cases specified in the contract, purchase order and these Cloud Service Delivery Rules.

The rules for delivery of the Cloud Service include the following:

1. Comtrade Cloud Service Level Rules
2. Comtrade Cloud rules on system resilience
3. Comtrade Cloud System Security Rules
4. Comtrade Cloud Support Policy
5. Comtrade Cloud Change Management Policy
6. Comtrade Cloud Disaster Recovery Services Policy
7. Comtrade Cloud Suspension and Termination Policy

## Comtrade Cloud Service Level Rules

### Ensuring service availability

Service availability starts from the moment Comtrade activates the client's Cloud environment, i.e. after the signing of the contract between Comtrade and the Client for the provision of the corresponding Cloud service. After establishing Cloud service, Comtrade will maintain the targeted level of service availability in accordance with the conditions specified below in these Rules.

### Target level of system availability in Comtrade Cloud services

Comtrade undertakes that the target level of availability of infrastructure services, i.e. the provision of Cloud services is 99% for a period of one calendar year, starting from the moment of activation of the Comtrade Cloud service, except in cases where the Agreement, i.e. the offer states otherwise.

If in any case the customer has an agreement that covers data replication between the primary data center and the secondary data center, two additional levels of availability may be feasible:

- 99.5% SLA is provided to the client where data replication between two locations is provided using storage replication,
- 99.9% SLA is provided to the customer where data replication between two sites is provided using Veeam Replication features.

### Definition of availability and duration of unplanned outage

Service availability means that the Client is enabled to log in and access the Comtrade Cloud services in accordance with the provisions set out below.

"Duration of Unscheduled Outage" means any period during which the Services are unavailable, but does not include any period during which the Services or any component of the Service is unavailable due to the following:

- Service failure or degradation or malfunction resulting from scripts, data, applications, equipment, infrastructure, software, penetration testing, service testing, or use of monitoring tools directed and performed by Client,
- Planned outages, scheduled and announced maintenance or maintenance time frames, or outages performed by Comtrade at the request or according to the Client's guidelines for maintenance, activation of configurations, backups or other purposes that require the service to be temporarily taken offline,
- Termination of work because of Comtrade's actions at the request or according to the Client's guidelines,
- Impossibility of access to services or work stoppages caused by the client's conduct, including negligence or breach of essential client obligations under the contract, or other circumstances beyond Comtrade's control,
- Events that are the result of the interruption or shutdown of services due to circumstances that Comtrade justifiably considers representing a significant threat to the normal functioning of the services, operational infrastructure, the facility from which the services are provided, access or integrity of the Client's data (e.g. hacker or malware attack),
- Service outage beyond Comtrade's and/or customer's control due to natural

disaster, weather, fire, nuclear incident, electromagnetic pulsation, act of terrorism, riot, war, arson, rebellion, armed conflict of any kind, work stoppage, closure of business premises, strikes, shortages, Government decisions or restrictions (including refusal or cancellation of any export, import or other permit), theft, bankruptcy, machinery breakdown, quarantine, breakdown of communications, power outages, internet or telecommunications that are not caused by Comtrade and/or the client, epidemics, pandemics or some other events beyond the reasonable control of Comtrade and other cases of force majeure,

- Absence of availability or disproportionately long time required by the Client to react to incidents caused by the Client himself, i.e. his fault (e.g. in the case of spamming, distribution of illegal material, etc. illegal activities of the Client), i.e. other behavior of the Client that is not in accordance with the relevant legal regulations, which require the Client's participation in order to identify or resolve the source of the problem or incident,
- Stoppage of work caused by failure or oscillations in electrical, connection, network or telecommunications equipment or connections due to the Client's behavior or circumstances beyond Comtrade's control,
- Stoppage of work caused by system administration, commands or file transfer performed by the Client's users or representatives,
- Stoppage of work resulting from the Client's equipment, equipment of third parties or software components that are not under the exclusive control of the Comtrade company.

### Response time in the event of an unplanned incident

The optimal response time for resolving incident requests can vary significantly depending on the severity of the incident and industry standards, but in general, the time frame can be divided into several categories:

- Incidents of the highest priority (P1): Incidents that seriously disrupt and disable business processes, such as the failure of key systems or security threats. The response time should be within 1 hour.
- High priority incidents (P2): Incidents that affect work, but do not disable business processes as a whole. Response time should be within 4 hours.
- Incidents of medium priority (P3): Incidents that affect a smaller number of services or functionalities. Response time should be within 4 to 8 hours.
- Low priority incidents (P4): Incidents with minimal or no impact on business. The response time should be within 24 hours.

These timelines are guidelines and may vary depending on specific agreements, service level agreements (SLAs), and resources available to resolve incidents.

### Different levels of customer support for the needs of using Comtrade Cloud services

Customers have different needs that require comprehensive support for their use of Cloud services and infrastructure. The primary need is for a reliable and scalable infrastructure that ensures smooth operation and business continuity. Customers also need faster and more efficient solutions to technical problems, as well as optimizing the use of resources to improve efficiency, meet performance and further reduce costs. Support services in Comtrade Cloud are flexible, fast and highly professional, giving customers the confidence and resources to maximize their investment in Cloud services.

	Basic	Standard	Premium	Managed
Support Description	It provides basic problem-solving services within Comtrade Cloud's responsibility and is focused on basic Cloud infrastructure	It includes request management and change management in the customer's infrastructure, with faster response times and mid-level prioritization	It provides access to expert technical teams, quick answers to critical questions, personalized service and proactive assistance in the optimization and secure management of cloud infrastructures	It includes overall management and full responsibility for the design and architecture of the user system, adaptation to the specific needs of the client and the project.
Response	Up to 8 hours, without guaranteed time for resolvent	Up to 4 hours for high priority ticket	Up to 1 hour for high priority tickets	Up to 1 hour for high priority tickets
Time	9x5 Monday to Friday excluding national holidays	9x5 Monday to Friday excluding national holidays	24x7	24x7
Priority	Low, tickets with minimal impact on the user's business	Low, tickets with minimal impact on the user's business	High, tickets with critical impact on the user's business	High, tickets with critical impact on the user's business
Communication	Ticketing, email	Ticketing, email	Ticketing, email, phone	Ticketing, email, phone

## System monitoring

Comtrade uses various software tools to monitor the availability of the leased Comtrade Cloud service and the functioning of the Comtrade Cloud infrastructure. Monitoring is performed 24x7x365 on an annual basis.

## Monitored components

Comtrade will monitor the service infrastructure and create alerts for CPU, memory, storage and network components as needed. Comtrade will inform the Client in a timely manner and, if necessary, send warnings in case of deviations from the set limits in the manner and amount of use of Cloud services.

## Client monitoring and testing tools

Due to the potential adverse effect on the performance and availability of the Services, the Client may not use its own monitoring or testing tools, including automated user interfaces and web service connections related to any of the Comtrade Cloud Services. Comtrade reserves the right to remove or disable access to any tool that violates the restrictions, without any

obligation to the Client.

### Automated Service Load Volume

The Client may not use or permit the use of data scraping tools or data collection technologies available throughout the user interface of the Comtrade Cloud Services without the express written consent of Comtrade.

### System resiliency

The resilience and backups described in these Terms apply only to the Comtrade Cloud Services. The Client is solely responsible for creating its own business continuity plan, to ensure the continuity of its own operations in the event of a disaster, as well as for the backup and recovery of software that was not produced or provided by Comtrade through the Client's Cloud service, unless otherwise specified in the specific purchase order.

### Comtrade Cloud Services High Availability Strategy

For business continuity in the event of an incident affecting Comtrade Cloud services, Comtrade uses services on a redundant computer infrastructure. Comtrade data centers have redundant components and power supplies with backup generators to help maintain the availability of data center resources in the event of an incident, as described below.

### Redundant power supply and air conditioning

The infrastructure project includes supplying the data center with redundant power and distributing redundant power for the data center and rack cabinets in the data center. Comtrade data center is built and provides services according to the appropriate standard, i.e. colocation data centers according to the official standard they own.

The cooling components of the Comtrade data center are also redundant. All elements of the air conditioning system, air conditioning cabinets and condensers are provided with at least redundancies (N+1). The operation of the device is 365 days a year and 24 hours a day. Each air conditioning cabinet has its own temperature and relative humidity sensor, filter dirtiness and the presence of moisture in the space under the double floor, etc. The Data Center's operating mode is non-stop throughout the year and requires permanent cooling, i.e. air conditioning of the room. Air conditioning units are connected to each other through their control units in the so-called "LAN" network. This connection allows their control units to communicate and the devices to alternate in operation at a programmed time interval.

If one or more units fail or the power supply is interrupted, one or more units take on an additional load. All parameters such as air flow, cooling capacity, noise are optimized in each unit.

### Redundant server infrastructure

The server infrastructure of the Comtrade Cloud service consists of multiple physical servers on which client services are executed. Redundancy of the server infrastructure is achieved at the level of the physical server or hypervisor or at the level of the application being protected (if applicable).

### Redundant network infrastructure

The topology of the computer network for the Cloud infrastructure includes redundant links from different Internet providers, as well as duplicated/redundant firewalls and



router devices that ensure continuous service provision in the event of failure of one of them. Comtrade network infrastructure in Data Centers consists of multiple mutually isolated networks used to deliver Cloud services to Comtrade Cloud Clients.

Networking technologies use a layered approach designed so that Client data is protected at all levels of the OSI model of network traffic.

#### Redundant storage infrastructure

Data from Comtrade Cloud services resides in redundant storage configurations with few disks or array failure protection.

#### Backup strategy of Comtrade Cloud services

In support of Comtrade Cloud disaster recovery practices, Comtrade periodically backs up data in the Client's Cloud services exclusively for use by the Comtrade company, to minimize data loss in the event of a disaster.

The backup is stored online or offline for a period of at least 3 days after the day the backup was created, unless otherwise stated in the contract or offer. Comtrade usually does not update, enter, delete or reconstruct the Client's data on behalf of the Client. However, as an exception, and with written approval and an additional fee, Comtrade may aid the Client in reconstructing data that the Client may have lost because of its own actions.



## COMTRADE CLOUD SECURITY RULES

### User encryption for external connections

Encrypted traffic is used to access Comtrade Cloud services. Comtrade is not responsible for traffic encryption at the level of customer services.

### Network separation

Comtrade Data Centers contain isolated networks used to deliver Cloud Services to Comtrade Cloud clients. Networking technologies employ a layered approach designed to protect client data at the physical layer, as well as at the data link, network, transport and application layers.

### Network access control

Authentication, authorization and accounts are implemented through standard security mechanisms designed to ensure that only approved operations and support engineers have access to systems.

### Network bandwidth and latency

Comtrade is not responsible for the customer's network connection or for difficulties or problems arising from or related to the customer's network connection (e.g. bandwidth issues, excessive latency, temporary network outages), or caused by the Internet.

Comtrade is monitoring the operation of its network infrastructure and will work to resolve internal issues that may affect availability.

### Safety measures

Comtrade provides secure IT spaces for both office locations and Cloud infrastructure. Common controls for office locations and co-location/data centers include the following:

- Physical access requires authorization and is monitored.
- Everyone in the secured area must wear official identification in a visible place.
- Visitors must sign up to the visitor's register and cannot move around the premises without an escort or supervision.
- Possession of access keys/cards and ability to access locations are monitored. Staff who terminate employment with Comtrade must return keys/cards.

Additional physical security measures are in place for all Comtrade Cloud data centers, which currently include for example the following security measures:

- The premises are under video surveillance.
- The entrance is protected by physical barriers designed to prevent unauthorized vehicle access.
- Entrances are controlled 24 hours a day, 365 days a year by guards who perform visual identification and serve as an escort for visitors.

### System access control and password management

Access to Comtrade Cloud systems is controlled by restricting access to authorized personnel only. Comtrade enforces strict password rules for infrastructure components and Cloud management systems used to operate the Comtrade Cloud environment. This includes minimum password length, password complexity and regular password changes. Strong passwords or multi-factor authentication are used throughout the infrastructure to reduce the risk of unauthorized intrusion

using user accounts.

The Client will be responsible for all end user administration within its cloud environment. Comtrade does not manage the accounts of the Client's end users.

### Data management and data protection

During the use of Comtrade Cloud services, clients will retain control and responsibility for managing the data located in the Cloud environment. Customer Data is data uploaded or created for use within the Comtrade Cloud Service.

### Data protection

Comtrade Cloud offers several standard encryption technologies and data protection options, depending on the specific Cloud service, in transit or at rest. For network traffic, customers can choose to use a VPN to protect their data in transit over public networks.

### Data removal

Upon termination of the provision of services (as described in the Comtrade Cloud rules on suspension and termination) or at the request of the client, Comtrade will delete the data located in the Cloud environment in a way that will ensure that it cannot realistically be accessed or read, unless there is a legal obligation that obligates Comtrade, or that prevents Comtrade from deleting data or parts of data.

### Security incident response

Comtrade evaluates and responds to incidents that raise suspicions of unauthorized access or handling of customer data, Comtrade will notify the customer and cooperate with the customer and the appropriate technical teams, as well as enforcement authorities where necessary, to respond to the incident. The goal of the response to the incident will be to restore the confidentiality, integrity and availability of the client's environment, as well as to determine the root causes and steps to eliminate them.

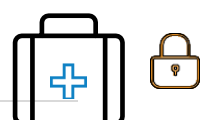
### Data privacy

The Comtrade Cloud Services Agreement defines the way Comtrade treats personal data located in the Comtrade cloud environment and to which Comtrade may have access in connection with the provision of Cloud Services.

If Comtrade gains access to personal data in connection with the provision of Cloud services, in order to fulfill its contractual obligations, Comtrade will process personal data on behalf and for the account of the Client. Comtrade is obliged to carry out such processing in accordance with the purpose and in the manner determined by the Client, respecting his written instructions and applying the protection measures prescribed by the Client.

The client undertakes to issue an order to Comtrade for the processing of personal data only based on a valid legal basis and in the case when it is necessary, after notifying the competent authority about the processing actions. The client is obliged to provide a valid legal basis for the processing for the entire duration of the processing operation according to the Agreement. If the legal basis of the processing operation ceases to exist, the Client is obliged to inform Comtrade of this fact without delay. The client is obliged to compensate Comtrade for the costs incurred by Comtrade related to the processing of personal data.

The contracting parties undertake to apply appropriate technical, organizational and personnel



measures in order to protect the rights and freedoms of persons whose data is the subject of processing in order to ensure that the processing of personal data is carried out in accordance with the current Law on the Protection of Personal Data, taking into account the nature, scope, circumstances, purpose of processing, the likelihood of risk occurrence and the level of risk for the rights and freedoms of natural persons.

The client is obliged to apply appropriate technical, organizational and personnel measures to ensure that only personal data are processed that are necessary for the achievement of each individual purpose of processing, considering the number of collected data, the extent of their processing, the term of their storage and their availability.

If something else is not stipulated in the Agreement or a separate Agreement on the processing of personal data, Comtrade is obliged to apply its standard personal data protection measures. All possible requests of the Client regarding additional personal data protection measures will be subject to negotiation, additional protection measures will be defined separately at the conclusion of the Agreement and will be charged additionally.

After execution or termination of the Agreement, the Client is obliged to inform Comtrade without delay whether the personal data that was the subject of processing is deleted or returned to the Client. If the Client does not notify Comtrade of the further handling of personal data even within 3 months after the end or termination of the Agreement, it is considered that Comtrade received an order to delete all copies of personal data that were the subject of processing under the Agreement.

### Regulatory compliance

Comtrade Cloud services comply with ISO (International Organization for Standardization) security controls no. 27001:2013, ISO 9001:2015, as well as current laws of the Republic of Serbia.

Internal controls of Comtrade Cloud services are subject to periodic testing by external auditing organizations. Audit reports on Comtrade Cloud Services are published periodically by Comtrade's external auditors, although reports may not always be available for all services.

The Client remains solely responsible for its compliance with legal regulations when using any Comtrade Cloud Service. The client must inform Comtrade of all technical requirements resulting from his legal obligations before signing the contract. Additional certifications and compliance with specific legal frameworks within the Comtrade Cloud services may be available for an additional fee. The client must not provide the Comtrade company with information regarding health status, payment cards or other sensitive personal information that requires specific legal, legal or business security obligations for the processing of such data. However, where available for certain Cloud Services, Comtrade may offer customers the purchase of additional services designed to process regulated data in the service environment. Such additional services are not available for all Cloud Services.

## COMTRADE CLOUD SUPPORT RULES

The support described in these Cloud Support Rules applies only to Comtrade Cloud Services and is provided by Comtrade as part of such services and in accordance with the purchase order.

### Comtrade Cloud Support Terms

#### Support fees

The fees paid by the Client for the offer of Comtrade Cloud services according to the purchase order include the support described in these Comtrade Cloud Support Rules. Additional fees may be charged for additional Comtrade support services offered that the Client purchases.

#### Support period

Comtrade Cloud Support becomes available on the day the service begins and ends upon expiration or termination of Cloud Services in accordance with the purchase order ("Support Period"). Comtrade is not obligated to provide the support described in these Support Rules after the end of the support period.

#### Technical contacts

The Customer's technical contacts are the only connections between the Customer and Comtrade for Comtrade Cloud support services. When submitting a service request, the customer's technical contact should have a basic understanding of the problem encountered and the ability to reproduce the problem to assist Comtrade in diagnosing and triaging the problem. To avoid interruptions in support services, the client must notify Comtrade as soon as possible each time the person authorized for technical contact changes.

### Comtrade Cloud support

Support services for Comtrade Cloud are as follows:

- Diagnosing problems or difficulties with Comtrade Cloud services,
- Reasonable effort to resolve reported errors that can be verified in Comtrade,
- Cloud services, so that they function in all essential aspects,
- Support in technical requirements related to the services, according to the Agreement,
- Non-stop access to the Cloud Customer Support Portal defined by Comtrade and support to log service-related requests,
- Assist non-technical customer service during normal business hours,
- Comtrade (9:00 a.m. to 5:00 p.m. local time).

### Comtrade Cloud Customer Support Systems

#### Cloud Customer Support Portal

As part of the Comtrade Cloud offer purchased by the Client in accordance with the purchase order, Comtrade provides Customer Support for the Cloud Service through the Cloud Customer Support Portal dedicated to that Cloud Service. Access to the Cloud Customer Support Portal is limited to the Customer's designated technical contacts and other authorized users of Cloud services.

#### Telephone and email support

The customer's technical contacts can access phone support provided by operators on the phone numbers, and contact information can be found on the Comtrade support website:

<https://comtradeintegration.com/en/contact/>. Email support is also available to the client via the email address [support@comtradecloud.com](mailto:support@comtradecloud.com).

## COMTRADE CLOUD CHANGE MANAGEMENT RULES

### Comtrade Cloud change management and maintenance

Comtrade Cloud Operations makes changes to the Cloud hardware infrastructure, operating software, product software and supporting application software to maintain the operational stability, availability, security, performance and timeliness of Comtrade Cloud. Comtrade adheres to formal change management procedures to ensure the necessary reviews, testing and approval of changes prior to deployment to the Comtrade Cloud environment. Changes made through change management procedures include system and service maintenance activities, upgrades and updates, and Customer-specific changes. Comtrade Cloud's change management procedures are designed to minimize service interruptions during change implementation.

Comtrade reserves specific maintenance periods for changes that may require the Cloud Service to be unavailable during maintenance. Comtrade works to ensure that change management procedures are carried out within scheduled maintenance timeframes, considering periods of low traffic.

Comtrade will endeavor to provide advance notice of modifications to the standard schedule for the maintenance period. For Customer-specific changes and updates, where possible, Comtrade will work to coordinate maintenance periods with the Customer.

For changes that are expected to cause a disruption in services, Comtrade will endeavor to provide advance notice of the expected effect. The duration of the maintenance period for planned maintenance is not included in the calculation of the duration of unplanned downtime in the monthly and yearly measurement period for the Availability Level. Comtrade makes commercially reasonable efforts to minimize the use of these reserved maintenance periods and the duration of maintenance causing service interruptions.

#### Emergency maintenance

Comtrade may periodically need to perform emergency maintenance to protect the security, performance, availability or stability of the Comtrade Cloud environment. Emergency maintenance may include program patches or core system maintenance, as needed. Comtrade works to minimize the application of emergency maintenance and will work to provide 24 hours' advance notice of any emergency maintenance requiring service interruption.

#### Major changes in maintenance

To help ensure the continued stability, availability, security and performance of Cloud Services, Comtrade reserves the right to make major changes to its hardware infrastructure, operating software, application software and application support software under its control, no more than twice in a calendar year. Any such change is considered scheduled maintenance and may cause Cloud services to be unavailable for up to 24 hours. Any such change is intended to occur concurrently with a scheduled maintenance period. Comtrade will endeavor to provide up to 60 days' notice of expected unavailability.

#### Data center relocation

Comtrade may relocate the services it provides to the Client to other production data centers and Comtrade will provide the Client with at least 30 days' notice, except in the

event of a disaster, when a disaster recovery plan is in place.

## Comtrade Cloud Disaster Recovery Services Policy

### Scope

These Rules apply only to the Client's services within the Comtrade Cloud.

The activities described in these Terms do not apply to the Client's own disaster recovery, business continuity or backup plans or activities, and the Client is responsible for archiving and reconstructing all software not produced by Comtrade.

The purpose of Disaster Recovery Services is to provide the ability to reconstruct the services in the event of a major disaster, if so, characterized by Comtrade, which has resulted in the loss of the data center and the unavailability of the corresponding service.

For the purposes of these Rules, "disaster" means an unplanned event or difficulty that causes a complete loss of access to a site used to provide Comtrade Cloud Services, such that the Customer's on-site Cloud environment is unavailable.

### System resilience

Comtrade Cloud services provide an infrastructure that includes a comprehensive data backup strategy. Comtrade Cloud includes redundant capabilities such as power supplies, cooling systems, telecommunications services, networking, application domains, data storage, physical and virtual servers.

Comtrade will initiate a disaster recovery plan under these Terms upon announcement of a disaster and will endeavor to recover production data and use reasonable efforts to re-establish a production environment. Backups are intended solely for Comtrade's use in the event of a disaster.

### Disaster recovery

After a disaster, Comtrade provides recovery and reconstruction of its production Cloud services to the latest available state.

Comtrade has established alternative locations of the Cloud environment that enable full operational capability in case of loss of service at the location. Comtrade maintains a Disaster Recovery Plan that outlines procedures for reconstruction.

Disaster recovery operations refer to the physical loss of infrastructure at Comtrade facilities. Comtrade reserves the right to determine when to activate the Disaster Recovery Plan. During the implementation of the Disaster Recovery Plan, Comtrade provides regular status notifications to Clients.

### Target recovery duration

The Recovery Target Time (RTO) represents Comtrade's objective in terms of the maximum period between Comtrade's decision to activate recovery processes in accordance with these Rules to bridge service failure and move to an alternative location due to a declared disaster, and the point at which the Client can resume production operations in a backup production environment. If a termination decision is made during the duration of an upgrade process, the RTO will be extended to include the time required to complete the



upgrade. The RTO is at least 12 hours from the announcement of the disaster.

### Target recovery point

The Recovery Point Objective (RPO) is Comtrade's goal for the maximum possible length of time during which data can be lost, in the event of a disaster. The RPO is a maximum of 24 hours from the occurrence of the disaster, excluding any data entries that may have been in progress when the disaster occurred.

### Reconstruction of services

These Rules identify the purpose and scope of the Disaster Recovery Plan, roles and responsibilities, management commitment, coordination among entities within the organization, and compliance. The plan documents the procedures for rebuilding the Cloud service in the event of a disaster.

Comtrade is committed to minimizing the duration of interruptions caused by disasters or equipment failures. As an expression of this commitment, Comtrade has a Cloud disaster recovery plan for timely recovery and reconstruction of Comtrade operations.

### Disaster Recovery Plan objectives

The following are the basic objectives of the Comtrade Disaster Recovery Plan for Comtrade Cloud Services:

- In an emergency, the main priority and goal for Comtrade is the health and safety of people,
- Maximizing the effectiveness of contingency operations through the established Plan disaster recovery consisting of the following phases:
  - Phase 1 - Authorization phase to initiate disaster recovery - for detection purposes interruption or cancellation of services at the location, and determination of the extent of damage and activation of the plan,
  - Phase 2 – Recovery phase – reconstruction of temporary IT operations on an alternative one location,
  - Phase 3 – Reconstruction phase – reconstruction of processing capacity and continuation of operations on location,
- Identifying activities, resources and procedures to meet processing requirements during extended downtime,
- Assigning responsibilities to appropriate personnel and providing guidance for recovery, during prolonged downtime,
- Ensuring coordination with staff responsible for planning strategies for disaster recovery. Ensuring coordination with external touch points, external service providers and execution of this plan.

### Plan testing

The cloud services disaster recovery plan is tested, either as a practical exercise or as a theoretical exercise, on an annual basis. The tests are used to train personnel and are coordinated with all personnel responsible for planning and contingency operations.

The tests verify that the online backup can be recovered, and that the procedures for moving a service to an alternative location for processing are adequate and effective. Test results are used to improve processes and initiate corrective actions.



## COMTRADE CLOUD SERVICE SUSPENSION AND TERMINATION POLICY

### Cloud service interruption

Upon termination or expiration of the services according to the purchase order or at the Client's request, Comtrade will delete or otherwise make unavailable the production environments and the data contained in them in a way designed to prevent access or reading, unless there is a legal obligation that prevents Comtrade from deleting the entire environments or their parts.

In a period of up to 15 days after the termination or expiration of the services according to the purchase order, Comtrade will make the production data available to the Client so that the Client can download them. Comtrade has no obligation to retain data for the Client's needs after this 15-day post-termination period. Comtrade Customer Support Identifiers will be terminated at the end of the 15-day period, and Comtrade will remove or make unavailable Customer Data within the Service.

Pilot environments of Comtrade Cloud services are subject to the same service interruption rules as normal production environments.

During service interruption, if the Client requires assistance from Comtrade to gain access to Comtrade's secure server to retrieve its production data, the Client must make a request on the Cloud Client Support Portal dealing with this service.

As part of the service termination process, Comtrade will make available secure protocols through which users named by the Client can transfer the Client's data from the Cloud service.

### Suspension due to violation

If Comtrade observes a violation or is contacted regarding a violation of the terms and conditions of the Comtrade Cloud Services Agreement or the rules for acceptable use, Comtrade will take measures including, without limitation, suspension of access to the user account, suspension of access to the administrator account or suspension of the environment until the problems are resolved.

Comtrade will use reasonable efforts to restore Customer's services as soon as possible after Comtrade determines, in its sole discretion, that the problems have been resolved or that the situation has been corrected.

Comtrade  
02.09.2024.

