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KRAIOS

STANDARD SERVICES DESCRIPTION



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1. STANDARD SERVICES DESCRIPTION

1.1 Introduction – what is TMF KRAIOS?

TMF KRAIOS is a next-generation digital platform that transforms the way TMF Group clients engage with and interact with our suite of services. It offers our clients a consistent and connected experience whether they avail of one, or multiple services in one or multiple countries.

TMF KRAIOS provides an intuitive user experience enhanced by artificial-intelligence enabled self-service; the ability to connect with service activities and workflows, and machine-learning enabled insights as well as access to industry news and regulatory updates.

This Standard Services Description document is governed by the terms of the principal agreement you have executed with TMF Group for the delivery of TMF KRAIOS and associated Services. Whilst we have taken reasonable steps to provide accurate and up to date information in this document, we do not give any warranties or representations, whether express or implied, in this respect, unless explicitly stated otherwise. Capitalized terms shall have the meaning ascribed to them in this Standard Services Description document or the principal agreement including TMF KRAIOS Terms.

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1.2 TMF KRAIOS – VARIANTS

TMF KRAIOS offers three distinct variants, tailored to the agreed ways of working with TMF delivery teams as outlined in the contracted services. Depending on the chosen variant, certain features may or may not be available to the user. The three variants are:

- TMF KRAIOS Premium*
- TMF KRAIOS Plus*
- TMF KRAIOS Essentials*

*For simplicity, TMF KRAIOS has updated the names of its variants. Effective April 1, 2024, TMF KRAIOS Premium (previously known as "KRAIOS Full"), TMF KRAIOS Plus (previously known as "KRAIOS Lite Plus"), and TMF KRAIOS Essentials (previously known as "KRAIOS Lite") will replace the prior naming conventions. This change applies regardless of the names stated in existing contractual documents with current clients.

Below an overview of the different variants and available features:

FEATURES	HIGH LEVEL OVERVIEW OF FEATURES	TMF KRAIOS PREMIUM	TMF KRAIOS PLUS	TMF KRAIOS ESSENTIALS
ENTITIES	Entity information	✓	✓	✓
	Entity documents	✓	✓	✓
PLANNER	Scheduled events (target completion of recurring services based on TMF workflow orchestration ecosystem)	✓	✓	✗
	Meetings (scheduled due dates based on TMF entity management system)	✓	✓	✓
	Filings (due date based on TMF entity management system)	✓	✓	✓
WORKFLOW	Ability to submit input and approve actions (as part of service deliverables)	✓	✗	✗



	Ability to comment on activity within the platform (end to end services performed by TMF)	✓	✗	✗
	Ability to raise a service request within the platform (for ad hoc services / general questions)	✓	✗	✗
	Ability to raise a support request within the platform (technical support)	✓	✗	✗
INSIGHTS	Status overview of activities in Workflow	✓	✓	✗
	Status overview of requests (for ad hoc services/ questions)	✓	✗	✗
	Various Tax Insights depending on agreed services	✓	✓	✗
	Various Regulatory Insights depending on agreed services	✓	✓	✓
	TMF Global Complexity Index	✓	✓	✓
VIRTUAL ASSISTANT	Virtual assistant able to support in searching for basic information	✓	✓	✓

Note: All areas above are subject to the access rights assigned to the specific TMF KRAIOS user for the period starting from the Effective Date of the Agreement and contracted scope of services per jurisdiction.



1.3 TMF KRAIOS – FEATURES

TMF KRAIOS provides a digital interface for our clients to interact with our various services through the following features:

Entities



Provides comprehensive **legal entity oversight**, offering drilldowns into all entity-related information associated with the provided services. This includes statutory details, documents, bank accounts, and other relevant data related to contracted services. Users also have access to related entity documents.

My Planner



Consolidated **Planner** displaying upcoming service-related events and key dates for your entities in a single, organized view, based on contracted services. The planner is categorized into **Scheduled Events** (workflow actions), **Meetings**, and **Filings**, with options to view daily, weekly, monthly, and quarterly schedules. It covers the period from the start of the current calendar year to the end of the next calendar year. Additionally, a separate section highlights overdue filings.

Workflow



A **platform-based workflow tool** ensuring safe exchange of files and communication. It provides users with a complete view of everything they should be aware of, are involved in, or have requested TMF Group to perform. The tool offers an end-to-end, task-based workflow with a consolidated overview of all active and planned deliverables. Features include **summary-to-detail drilldowns**, **actions' ownership tracking**, **request management**, and activity **service tracking**. Additionally, it facilitates approvals, where necessary.

Insights



Service-related **graphical dashboards** featuring the **TMF Global Complexity Index** and **regulatory updates**. Depending on the services and variant of TMF KRAIOS, users can opt for additional insights, including regulatory insights, corporate income tax, value-added tax, and other compliance-related metrics.



TMF Group may choose to add additional features to TMF KRAIOS or amend existing features as part of our ongoing product development programme. Where such changes are applied, this document will be updated to reflect any added or amended functionalities as part of our product release management process.

1.3.1 Feature Details

Features	Explanation of Features
Entities	<p>Displays a List view of all entities in scope of the user.</p> <p>Based on contracted services, record may contain:</p> <ul style="list-style-type: none">• Summary Entity information (variation by Entity Type)• Statutory detail relating to Directorships, Statutory Officers, and Multiple Address Types• Bank Account records and signatories• Meetings & Filings records• Relations• Registrations• Ownership details and Shareholders <p>Documents linked to each of the record types by TMF Group can be downloaded.</p> <p>Entity Details can be exported to .doc (MS Word) and .xls (MS Excel).</p>
My Planner	<p>Planner view tracking Scheduled Events, Meetings and Filings in scope of the user. Display options include:</p> <ul style="list-style-type: none">• Daily• Weekly• Monthly• Quarterly <p>Period covered starts from 1 January this calendar year to 31 December next calendar year.</p> <p>Entity Details can be exported to .xls (MS Excel) for selected period, this year or next year.</p>
Workflow - Requests	<p>Service Requests (Open, Closed and Overdue) in scope of the user. Allows a user to:</p>



Features	Explanation of Features
	<ul style="list-style-type: none"> • Create new Service and Support Requests • View and filter Service Requests by: <ul style="list-style-type: none"> ○ Region, ○ Country ○ Entity • See new communications. • Communicate with TMF Group on any given open Request and provide / receive documentation related to Requests. <p>Request overview can be exported to .xls (MS Excel).</p>
Workflow - Activities	<p>Overview of all Activities (Open, Closed and Overdue) in scope of the user. Allows a user to:</p> <ul style="list-style-type: none"> • View and filter Activities by: <ul style="list-style-type: none"> ○ Region, ○ Country ○ Entity ○ Activity Type • See not read and not responded communication from TMF • See activities that need user action • Track workflow status of each Activity • Open a Detail view of each Activity incl. communication and attached files. • Communicate with TMF Group on any given Activity and provide / receive related documentation.
Workflow - Actions	<p>Detailed list of all Actions in scope of the user, linked to Activities that the user will interact with. Allows a user to:</p> <ul style="list-style-type: none"> • View a list of “All Actions” related to Activities for entities the user can access • View a list of “My Actions” related to Activities directly assigned to the user • Filter by: <ul style="list-style-type: none"> ○ Region ○ Country ○ Entity ○ Activity Type • Submit information and documentation to support open Actions • Review and Approve or Reject information and documentation received from TMF Group for any open Action • Assign Action ownership to another user with equivalent access



Features	Explanation of Features
Insights	<p>Service-related insights:</p> <ol style="list-style-type: none"> 1. Service Requests Overview provides a consolidated view of requests and their status. The data can be filtered by: <ul style="list-style-type: none"> • Current Month • Past three months • Selected Date from – Date to <p>The user can drill-down into requests by Region and by Country</p> 2. Activities Overview provides a view of Activities, by Region, Country, their status, and overall status tracking. The data can be filtered by: <ul style="list-style-type: none"> • Current Month • Past three months • Selected Date from – Date to <p>The user can drill-down into Activities and their status by Country</p> 3. Tax Reporting Compliance Overview provides a view of Activities that include a required Filing, by Region, Country, their status, and overall status tracking. The data can be filtered by: <ul style="list-style-type: none"> • Current Month • Past three months • Selected Date from – Date to <p>The user can drill-down into Activities and their status by Country, including the scheduled and actual Filing Dates for the related Activities.</p> <p>Entity Related Data:</p> <ol style="list-style-type: none"> 1. Comparison of average number of Entity assignments per Board Director compared to TMF benchmark * 2. Comparison of average number of jurisdiction assignments per Board Director compared to TMF benchmark * 3. Explorable scatterplots and Network Diagram outlining the spread of Director / Jurisdictional coverage and links across client entities, with indicators of outliers * 4. Percentage of compliant entities based upon known required filings, and related filing record information where filings are not submitted according to agreed deadlines ** 5. Distribution of entities across countries with differing operating complexity ratings ***



Features	Explanation of Features
	<p><i>NOTE: This data is available to Client Functional Executive users only who have a Global Role scope.</i></p> <p>Regulatory Updates</p> <ol style="list-style-type: none">1. TMF curated articles related to Legal and Regulatory updates which can be filtered by related country or listed for countries where client have entities operating as per entity records in KRAIOS
User Management	<p>Allows TMF support team to set up and manage client users:</p> <ul style="list-style-type: none">• View existing Client user accounts• Enable / Disable Client user accounts• Create new user accounts

* TMF benchmarks are calculated based upon information available to TMF as part of our service offering to our group of clients and is provided for information only within TMF KRAIOS

** Compliant entity assessment based upon relevant information provided by clients as to the filings expected per entity, and per the service offering agreed. Filings not serviced by TMF Group may not be included in this assessment if these records have not been provided and TMF Group are not maintaining a record as part of the supplied service

*** Country Complexity ratings are derived from the annual TMF Global Business Complexity Index (GBCI), which looks at differences in the rules and requirements for doing business in jurisdictions around the world. The relative complexity of a jurisdiction is assessed by considering 292 different indicators across three focus areas - Rules, Regulations, and Penalties; Accounting and Tax; and HR and Payroll. This rating is provided as information only within TMF KRAIOS



1.3.2 User Access and Roles


Access to TMF KRAIOS is driven by the assignment of **Roles**; these roles define how differing user types use and interact with the solution and the related TMF Group services.

From the understanding of our client interactions, several different roles are available which can be applied at Service Type and / or geographical level. For example, a Specialist may have access to multiple entities or countries, whereas a Manager or Executive may have access to a wider span of countries, or even a Global view.

Roles can also be combined, so a user may be a Manager in one or multiple countries, but also a Specialist in one or more entities. Role combinations are **cumulative** to give the maximum flexibility when defining what you wish a particular user to do. If more than one role is assigned to a user then the higher privilege for any given role element will take precedence.

Roles are paired with a **Data Scope**. This can be one of the following per role:

Global	Access to all entities and / or users (as defined by the role permissions) across every entity for the Client
Country	Access to all entities and / or users (as defined by the role permissions) for the Client within one or more selected Countries
Entity	Access to one or a selection of entities, and their associated users (as defined by the role permissions)

 Role: Client Specialists	
Planner	Can view Action dates and details Can view Filing dates and details Can view Meeting dates and details Can download planner details
Entities	Can view Entity records Can download Entity information report
Entity Documents	Can view and download non-restricted documents
My Actions	Can download Action information Can view and manage "Collect" Actions related to Activities Can view "Review" Actions related to Activities



	Can view and manage Action Assignments
My Activities	Can view and manage own Service Requests Can view and manage Activities Can view and manage other users' Service Requests Can download Activity information
Insights	Can view Requests, Activities and Tax Reporting and Compliance Insights
User Management	No access
Notifications	Can view notifications Can configure notification preferences



Role: Client Functional Managers

Planner	Can view Action dates and details Can view Filing dates and details Can view Meeting dates and details Can download planner details
Entities	Can view Entity records Can download Entity information report
Entity Documents	Can view and download restricted documents Can view and download non-restricted documents
My Actions	Can download Action information Can view "Collect" Actions related to Activities Can view and manage "Review" Actions related to Activities Can view and manage Action Assignments
My Activities	Can view and manage own Service Requests Can view and manage Activities Can view and manage other users' Service Requests Can download Activity information
Insights	Can view Requests, Activities and Tax Reporting and Compliance Insights
User Management	No access
Notifications	Can view notifications Can configure notification preferences





Role: Client Functional Executives / C-Suite

Planner	Can view Action dates and details Can view Filing dates and details Can view Meeting dates and details Can download planner details
Entities	Can view Entity records Can download Entity information report
Entity Documents	Can view and download restricted documents Can view and download non-restricted documents
My Actions	Can download Action information Can view "Collect" Actions related to Activities




	Can view and manage "Review" Actions related to Activities Can view and manage Action Assignments
My Activities	Can view and manage own Service Requests Can view and manage Activities Can view and manage other users' Service Requests Can download Activity information
Insights	Can view Requests, Activities and Tax Reporting and Compliance Insights Can view Entity Insights dashboards Can view Regulatory Articles
User Management	No access
Notifications	Can view notifications Can configure notification preferences

 Role: Client Administrators	
Planner	No access
Entities	No access
Entity Documents	No access
My Actions	No access
My Activities	No access
Insights	No access
User Management	Can view and manage user accounts
Notifications	Can view notifications Can configure notification preferences

 Role: Auditors / Other Third Parties	
Planner	No access
Entities	Can view Entity records Can download Entity information report
Entity Documents	Can view and download restricted documents Can view and download non-restricted documents
My Actions	No access
My Activities	No access
Insights	No access
User Management	No access
Notifications	No access



 Role: View Only	
Planner	Can view Action dates and details Can view Filing dates and details Can view Meeting dates and details
Entities	Can view Entity records Can download Entity information report
Entity Documents	Can view and download restricted documents Can view and download non-restricted documents
My Actions	No access
My Activities	No access
Insights	No access
User Management	No access
Notifications	No access



1.3.3 Role Examples

The examples listed below show a selection of role assignments and the capabilities granted to the user. This is not an exhaustive list but provides a view of some possible combinations.

Specialist for one Entity only:

Role Assignment	Data Scope	User Capabilities
Specialist	Entity [1]	This user will be able to submit the "Collect" task for only a single named entity. They will be able to view the Activities, other Actions, Planner and the Entity information and unrestricted documents on the single named entity.

Specialist for three Entities & Manager for one Entity:

Role Assignment	Data Scope	User Capabilities
Specialist	Entity [1] Entity [2] Entity [3]	This user will be able to submit the "Collect" task for three named entities. They will be able to submit the "Review" action for Entity [3] They will be able to view the Activities, other Actions, Planner and the Entity information and unrestricted documents on the three named entities, and restricted documents for Entity [3]
Manager	Entity [3]	

Specialist and Manager for two different Countries:

Role Assignment	Data Scope	User capabilities
Specialist	Canada	This user will be able to submit the "Collect" task for any entities based in Canada but will not be able to submit the "Review" activities for the same. They will be able to submit the Review



Manager	US	Activity for any entity in the US. They will be able to view the Activities, other Actions, Planner and the Entity information and unrestricted documents for any entity in these countries, as well as restricted documents for the US
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There is no limit on the role assignments that can be applied, and any combination of the roles listed in this document can be assigned to a user across the required Data Scope.

Role Assignments and Data Scope can be amended for a user at any time by an Administrator User with permissions to do so.



1.3.4 Navigation & Filter Tools

Filter Options – In multiple application screens users can choose from a variety of filter options (dependent upon data)

AI Agent Conversational Search – Allows the user to interact with the TMF KRAIOS 'chatbot' through prompts in order to navigate to and access information on how to use the platform, our Global Business Complexity Index data, and our Country Profile data

Text Search – Allows to search for information based on keywords

1.3.5 User Configurable Settings

Users can configure their own experience in TMF KRAIOS in the following areas:



Personalised photo – users can upload their own photo or picture to represent themselves in the portal *



Configure Timezone and Notification Settings – Users can **select their default** time zone and choose which Activity and Action Types they wish to receive system and email notifications for. Users can also opt for a Digest Email daily, with all communications in one message



View Notifications – All enabled Activity/Action notifications, and system-level notifications can be accessed via one link

** Maximum file size 5 MB. Allowed file types are jpg, jpeg, png, bmp*



2. TECHNICAL INFORMATION

2.1 Programming

TMF KRAIOS is programmed in Java and Angular languages on a cloud native microservices architecture and dynamically orchestrated on elastic infrastructure. It uses a dedicated integration layer for integration with other (standard) services.

2.2 System Requirements

2.2.1 Supported Operating Systems

TMF KRAIOS has been tested on the following operating systems: Windows 10 & MacOS (10.10 and above).

TMF Group will assess the impact of any major releases of operating systems released by these providers and will endeavour to ensure these are supported in reasonable time following such release.

2.2.2 Supported Browsers

TMF KRAIOS supports the latest, stable releases of:

- Google Chrome, Microsoft Edge and Mozilla Firefox on Windows 10
- Safari and Google Chrome on MacOS

On occasion, new browser versions and updates will be issued by these respective providers. TMF Group will assess the impact of any changes and will endeavour to ensure these are supported in reasonable time following such release.

Although functionality should also work on other modern commercial browsers, TMF Group cannot guarantee or warrant this.



2.3 TMF KRAIOS Security

TMF Group understands security to be the capability of a computer system to prevent malicious or accidental actions outside of the designed usage, and to prevent disclosure or loss of data. A secure system aims to protect assets and prevent unauthorized modification of data.

TMF Group has determined the following to enable the security of TMF KRAIOS:

- Production servers, software and data are based in Europe (Paris) location of Amazon Web Services (AWS). Disaster Recovery is located at the EU (Frankfurt) facility of AWS;
- All access to production servers is over encrypted channels using Secure Socket Layers (SSL);
- All access to production servers is authenticated and role-based authorization is enforced;
- Administrative access to TMF KRAIOS in Amazon Web Services requires multi factor authentication (MFA);
- Daily backups for the landscape and data are taken. Weekly backups for the landscape and data are replicated to a secondary site. All backups are encrypted;
- Production servers are monitored for unusual events;
- Access sessions are timed out after a period of inactivity set at 18 minutes;
- Data input by users is always validated to minimize the risk of introducing unsafe content into the system;
- Our certificate's public key is RSA 2048 and an SHA256 bit hash is used. TLS 1.2 or above is used end to end;
- TMF Group uses reasonable efforts to avoid that TMF KRAIOS contain any virus, malware, back-doors or malicious codes;
- Next Generation Firewall is in place. All traffic from the internet traverses through a Web Application Firewall (WAF);
- Next Generation Antivirus (AV) and Endpoint Detection and Response (EDR) is in place on all hosts;
- Real time AV scanning of document uploads and downloads is in place at the perimeter;
- User access control is managed via Federated Single Sign-On (SSO) to Client Identity Provider (SAML 2.0 and OAuth Supported. Federation to all major providers like Office 365, Azure AD, Google Workspace, Okta.



- Multi-Factor Authentication (MFA) is provided as standard for all users.
- Vulnerability management program in place to identify and mitigate vulnerabilities;
- Patch management is in place for TMF KRAIOS;
- TMF Group undertakes penetration test by a third party on a yearly basis;
- Data in-transit (sent to or from) and at rest in TMF KRAIOS datastore is encrypted;
- Change control is in place in relation to any changes across the landscape.

** Managed and deployed at Global Client domain level*

2.4 Encrypted/Password protected files

Password protected files are not formally supported and TMF Group will not commit to support the exchange of encrypted or password protected files within TMF OPTIX. For example, encrypted/password protected archive files like .zip/.7z files will be blocked and cannot be uploaded.

2.5 Password Policy

TMF KRAIOS uses Microsoft Azure Active Directory standard password policy that defines settings such as password complexity, length, or age.

The following password policy is defined:

Property	Requirements
Characters Allowed	Alpha numeric and special characters
Characters not allowed	Unicode characters
Password restrictions	A minimum of 8 characters and a maximum of 256 characters. Requires three out of four of the following: <ul style="list-style-type: none">• Lowercase characters• Uppercase characters• Numbers (0-9)

Commented [SN1]: @Neha Asthana can you confirm this is the case with HM please

Commented [NA2R1]: @Steve Nichols This is correct. Confirmed by HM



	<ul style="list-style-type: none">• Symbols
Password expiry duration (Maximum password age)	60 days

2.6 Data Retention

All Client Data, regardless of the jurisdiction where this data was uploaded, will be stored in TMF KRAIOS for the duration of the principal agreement and any additional term indicated therein to allow for an orderly exit, which shall be considered the “Standard Storage Term”.

Client may choose to have its data stored for a period beyond the Standard Storage Term (the “Extended Term”), to e.g. be able to satisfy a data retention requirement in a specific jurisdiction or for its own archival purposes.

This Extended Term is optional and must be agreed in the principal agreement.

TMF Group may be required to retain certain Client Data stored in TMF KRAIOS if (i) any law, statute, order, regulation, rule, requirement, practice and guidelines of any government, regulatory authority or self-regulating organization that applies to the Services in the country where those Services are being provided, or (ii) competent court, supervisory or regulatory body, require the retention of such Client Data by TMF Group.



3. TMF KRAIOS CLIENT SUCCESS MANAGEMENT SERVICES

TMF Group will provide Client Success Management services in relation to TMF KRAIOS that include:

- Onboarding
- Ongoing support and maintenance of the TMF KRAIOS platform
- Ongoing support of the TMF KRAIOS functionality 3.2
- Maintenance of the Client's configuration in TMF KRAIOS (and associated landscape) and ongoing maintenance of Client Administration user accounts

The Client Success Management services do not include:

- any services that are not directly connected with TMF KRAIOS platform and functionality;
- any services relating to hardware, software or network on the Client's side that are required to enable use of TMF KRAIOS by the Client, or
- any services relating to hardware, software or network on the side of any of the Client's Partners or other third parties that are required to enable use of TMF KRAIOS by the Client's Partners or other third parties.

3.1 TMF KRAIOS Onboarding

During the onboarding phase, which starts from the date the principal agreement including TMF KRAIOS Onboarding Services has been executed, the setup of the Services will be planned and performed. In general, this is split in several phases: preparation, configuration and deployment.

TMF Group will require the Client to formally agree the set-up requirements. After the Service has been deployed, the Client will sign off that the Service has gone live in accordance with section 3.1.1 Acceptance.



An outline of the Onboarding steps and ownership is detailed in the table:

Onboarding Activities		Client Responsibility	TMF Group Responsibility
Area	Task/Activity		
TMF KRAIOS Onboarding Preparation			
Kick-off	Set-up conference call or meeting to discuss all relevant aspects of the onboarding and on-going services, project stakeholders and rollout plan	X	X
	Identify and name the Client Administrator(s). The Client will be requested to define at least two.	X	
	Identify and name the Client Train the Trainer(s). The Client will be requested to define at least two.	X	
	Discuss and agree steps required for SSO setup	X	X
Data Collection	Complete Client User setup sheet for each client entity and provide to TMF Group	X	
TMF KRAIOS Configuration Activities			
Set Up	Create main Client record and all Local Client Entities in TMF KRAIOS (and associated landscape)		X



	Set up SSO Federation (requires both TMF Group technical and Client IT teams)	X	X
	If required, call between TMF Group and the Client Administrator(s) to explain the way the users are defined with roles and how users will be setup and maintained.	X	X
	Set up the Client User accounts for initial system on-boarding (as per the information provided by the client)		X
TMF KRAIOS Deployment Activities			
User training	TMF Group will schedule one initial training session per wave/group for Client Administrators, Client Key Users and those assigned "Train the Trainers" based in each of Americas, Europe and APAC. Please refer to section 3.1.2 below for more details on User Training.		X
TMF KRAIOS Post Go-Live Activities			
Maintenance	Set up and Maintenance of		X



	Client User accounts in post Go-Live		
	Set up and Maintenance of Client Administration user accounts post Go-Live		X
	Maintain main Client record, Local Client Entities and related configuration in TMF KRAIOS (and associated landscape) (X
	Train any new Client users on the use of TMF KRAIOS by the Client assigned Train the Trainer(s). In case any additional training session would be required this can be requested via the change request process and may incur additional charges		x

Please note that all onboarding activities will be undertaken in English language only. This includes any related documentation.

3.1.1 Acceptance

Acceptance means that TMF Group has completed the set-up process of TMF KRAIOS in line with the Standard Service Description. Upon completion, the Client shall be asked to confirm Acceptance of the set-up and start using TMF KRAIOS as per the Go-Live Date.

In the event that the Client rejects completion on material grounds, TMF Group will take corrective actions as soon as possible and after taken actions, ask confirmation again.



In the event that the Client does not reject completion or does not confirm Acceptance within 15 business days from the date of request to confirm Acceptance or at the time of first live use of TMF KRAIOS by the Client, Acceptance shall be deemed to have taken place.

3.1.2 User Training

It is the Client's responsibility to assign at least two people to join the initial training, who will then be responsible for the ongoing disseminating/cascading of the training knowledge as part of a "Train the Trainer" approach within the Client's organization.

TMF will provide initial TMF KRAIOS training sessions as follows:

- One initial session for any/all Client Administrators, Client Key Users and those assigned "Train the Trainers" who are based in the Americas region;
- One initial session for any/all Client Administrators, Client Key Users and those assigned "Train the Trainers" who are based in the Europe region;
- One initial session for any/all Client Administrators, Client Key Users and those assigned "Train the Trainers" who are based in the APAC region.

These sessions are not 1-2-1 training for each individual user(s) and are intended to be for multiple users.

Each of these training sessions will be instructor-led live webinars to familiarize attendees with navigating and using TMF KRAIOS, including key roles and their responsibilities as well as key functions within the system. When and where possible in the planning, client training sessions will be conducted before the go live date of TMF KRAIOS to enable Client users to become familiar with the system before using it.

To support the users, reference materials such as the training session presentation, training session videos, quick reference functionality videos, work instructions for user registration will be provided to the client after the training session. Please note that all training reference materials will be provided in English.



It is recommended that all users review the materials appropriate to their use of the system.

If the Client requires any additional training sessions, then this can be requested via the Change Request process for TMF Group to consider. Each additional training session requested may incur an additional fee.

3.2 TMF KRAIOS Support & Maintenance Services

3.2.1 Period of Support

Support is effective upon the Go-Live Date of TMF KRAIOS specified in the signed setup approval form and terminates automatically upon the expiration or termination of the Services under the principal agreement (the “Support Period”). TMF Group is not obligated to provide support beyond the end of the Support Period.

3.2.2 First Line Support

It is the responsibility of the Client to establish the following ‘First Line Support’ capability within their own organisation in relation to TMF KRAIOS:

- Client User access management, including setting up new users and ongoing maintenance of all Client User accounts. These activities should be performed by the Client Administration Users.
- Provide ongoing training to new users and any refresher training to existing users. These activities should be performed by the Client assigned Train the Trainer(s).
- a defined group of ‘Super Users’ who can deal with or respond to any inquiries from Client Users relating to the functionality or use of TMF KRAIOS. The ‘Super Users’ should also be the main channel of communication with Client Users with respect to incident or problems with the platform.

If, after reasonable efforts, the Client Administration Users are unable to complete their access management activities or the ‘Super Users’ are unable to resolve inquiries from Client Users, then Client Administration Users or a ‘Super User’ may contact the TMF



KRAIOS Support Team following the processes defined below, who will provide “Second Line Support”.

- The primary means of contacting the TMF KRAIOS Support Team is through TMF KRAIOS itself where a Client Administration user or ‘Super User’ can raise a service request relating to access management activities, technology or functional issues relating to the platform.
- Where TMF KRAIOS is not accessible, a Client Administration user or ‘Super User’ can raise a service request relating to access management activities, technology or functional issues relating to the platform via email (kraios.support@tmf-group.com).

Please note, all P1 (Critical) or P2 (Major) service incidents (as defined in section 3.3.5), should be raised via email (kraios.support@tmf-group.com).

3.2.3 Second Line Support

Second Line Support will be provided by the TMF KRAIOS Support Team and will include:

- Responding to service requests relating to access management activities, technology or functional issues relating to the platform that have been logged via TMF KRAIOS or in case TMF KRAIOS platform is not accessible sent via email: kraios.support@tmf-group.com
- Responding to, managing and co-ordinating all service incidents
- Managing and co-ordinating platform updates, fixes, security alerts, critical patch updates, general maintenance releases, selected functionality releases, and documentation updates.

TMF Group will review service requests and service incidents raised by Client Administration users or ‘Super Users’ and may recommend specific process changes to assist or improve the current support model.

In order to provide the Client Success Management Service activities described in Section 3 of this document, the TMF KRAIOS Support Team has and will use as



required a 'Global Service Administration' role which has access to all of the data in the platform.

The TMF KRAIOS Support Team will provide Second Line Support 24 hours and 5 days a week. The TMF KRAIOS Support Team will be available from Monday (06.00 am) to Saturday morning (07:00 am) Indian Standard Time (IST).

3.2.4 Not Supported Requests

- 1) General instruction to Clients Users about use of the Services. This is the responsibility of the Client as part of their provision of First Line Support as detailed section 3.3.2;
- 2) Changes to service setup or configuration (will follow the Configuration Change Request process as detailed in section 3.3.5);
- 3) Hardware and/or software installation and/or configuration to enable use of the Services. This includes any required connectivity on the Client side;
- 4) Maintenance or configuration related to the Client's own hardware, software, network connectivity and/or internal services, including and not limited to any developed by the Client, its Partners, or other third parties;
- 5) Restoration of backups or recovery of Data deleted by any of the Users within the system.

All items not covered by TMF KRAIOS Support and Maintenance Services shall be agreed under change control and invoiced at the Fees agreed in the Change Request Note.

3.2.5 Service Incident and Configuration Change Request Definitions

P1 Incident (Critical)	<p>The incident means the use of the platform is not possible or so severely impacted that the Client cannot reasonably continue to use the platform, OR</p> <p>The incident causes a total inability for the Client to deliver a time bound critical service</p>
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	<p>and/or as a result, the Client may face penalties from third parties., OR</p> <p>The incident causes more than 20% of the user population is unable to access the platform, OR</p> <p>The incident causes significant functionality or performance issues affecting the ability to use the platform, OR</p> <p>The incident causes a data privacy incident affecting more than one Client User, OR</p> <p>AND</p> <p>There is no available interim solution, approach or workaround that mitigates the impact of the incident.</p>
<p>P2 Incident (Major)</p>	<p>The incident causes impaired functionality or minor performance issues affecting the ability to use the platform, however Client operations can continue in an altered way, OR</p> <p>The incident causes 10% of the user population to be unable to access core functions of the platform, OR</p> <p>The incident causes a data privacy incident affecting a single one employee of a Client of TMF, OR</p> <p>The incident causes a data privacy incident affecting one Client User, OR</p>



	The incident meets the criteria for a P1 incident but there is an interim solution or workaround.
P3 Incident	An incident that is isolated or does not stop the Client User from proceeding but is causing inconvenience, OR The incident affects only minor functionalities or non-critical data.
Configuration Change Request	Client requests a change to the configuration that was set up as part of the initial Onboarding. Please note, this does not include: <ul style="list-style-type: none"> • Set up and Maintenance of Client User accounts that is to be done the Client Administrators • Product changes (e.g. changes to the functionality of TMF KRAIOS) which would need to follow the principal agreement Change Request process and that TMF may consider as part of the ongoing roadmap for TMF KRAIOS

When TMF Group is notified of a service incident by the Client, TMF Group will set the incident severity level based on the definitions above. TMF Group’s initial focus, upon acceptance of a service incident, will be to resolve the issues underlying the service incident.

The severity level of a service incident may be adjusted as described below:

- a. Downgrade of incident severity levels: If, during the service incident resolution,



it turns out that the incident (no longer) warrants the incident severity level initially assigned based on its current impact, then the incident severity level will be downgraded to the severity level that most appropriately reflects its current impact.

- b. Upgrade of severity levels: If, during the service incident resolution, the issue warrants the assignment of a higher incident severity level than initially assigned based on the current impact, then the incident severity level will be upgraded to the severity level that most appropriately reflects its current impact.

If the Client believes in good faith that the Client has not received quality or timely assistance in response to a service incident or that the Client urgently needs to communicate important support related issues to TMF Group, the Client Administration Users may escalate the service request by contacting the TMF KRAIOS Support Team and requesting that the service incident is to be escalated.

For service incidents that are escalated, the TMF KRAIOS Support Team will engage the TMF KRAIOS Support Team Manager who will be responsible for managing the escalation.

The TMF KRAIOS Support Team Manager will work with the Client to develop an action plan and allocate the appropriate TMF Group resources. If the issue underlying the service incident continues to remain unresolved, the Client may contact its Relationship Manager to review the service incident and request that it be escalated to the next level within TMF Group as required.

To facilitate the resolution of an escalated service request, the Client is required to provide contacts within its organization that are at the same level as that within TMF Group to which the service request has been escalated.

3.2.6 Service Targets

TMF Group will use reasonable efforts to resolve all service incidents in line with the targets defined in this section.

The TMF KRAIOS Support Service will be provided during the hours detailed in section 3.2.3.

It should be noted that the TMF KRAIOS Support Service support hours will not be used as a justification for not meeting the Platform Availability target defined below.



If the Client does not follow agreed processes and does not use the knowledge and training provided by TMF, then the impact or delay caused by the Client relating to that service incident will be excluded from the measurement of Service Incident Targets.

Service Target performance will be reviewed in monthly service meetings.

Service Target failures shall be excused to the extent that the failure arises out of:

1. A force majeure event as described in the principal agreement;
2. An act or omission of the Client;
3. Any delays or dependencies from / on the Client platforms, software, applications, related environments integrating with TMF KRAIOS
4. Where a Client user attempts to do something that TMF KRAIOS or a component of TMF KRAIOS is not intended to provide
5. Scheduled downtime as described below.

Essential Maintenance & Scheduled Downtime: In hours of low utilisation or weekends, TMF Group may schedule in advance temporary restricted access to the platform. Unless the maintenance relates to an emergency, Critical or Major Incident, TMF Group will endeavour to notify the Client at least 72 hours prior to restricting access to platform.

In the event of an emergency, P1 and P2 service incidents, it may be necessary to temporarily restrict access to the platform without prior notice to protect the integrity of the platform. In this event, TMF Group will provide proactive communication to the Client, Client Administration Users and 'Super Users' in advance of this action being performed.

Service Target 1: Platform Availability: This Service Target will be used to measure the availability of TMF KRAIOS. The measurement describes the availability of the platform 24 hours per day, 7 days per week in a given month.

- Measurement Frequency: This Service Target will be measured on a monthly basis on the 1st day of each month. Target performance will only be measured over whole calendar months.
- Data Gathering: Platform Availability will be measured using TMF Group standard monitoring tools and service incidents logged. This Service Target will not include the availability of internet connections between



the Client or Client Sites or Client Users and TMF KRAIOS (i.e. The Client or Client User internet connections are excluded from Availability), However, this Service Target will include the availability of all network connections provided for the platform to be accessible over the internet.

- **Calculation:**
 - Total Possible Uptime: The Measurement Period minus the Excluded Downtime.
 - Total Downtime: The downtime in minutes (for any Severity 1 incident which renders the platform unavailable) during the Measurement Period; however, that Total Downtime shall not include Excluded Downtime.
 - Measurement Period: The total number of minutes in the relevant month.
 - Excluded Downtime: Time which may accrue during any Maintenance Window.

$$\text{Platform Availability} = \frac{(\text{Total Possible Uptime} - \text{Total Downtime}) \times 100\%}{\text{Total Possible Uptime}}$$

- Target Performance: $\geq 98.5\%$. Result will be compared against three target bands as shown below:

Band	Colour
Result $\geq 98.5\%$	Green
$97\% \leq \text{Result} \leq 98.5\%$	Orange
Result $\leq 97\%$	Red

Service Target 2: Responsiveness to P1 Service Incidents: This Service Target will be used to measure how well TMF Group responds to P1 Service Incidents.

- **Measurement Frequency:** This Service Target will be measured monthly on the 1st day of each month. Target performance will only be measured over whole calendar months.
- **Data Gathering:** Data to measure this Service Target will be gathered using TMF Group systems. The Client will raise the service incident



using the agreed process and TMF will leverage the dataset to measure the Service Target for all service incidents affecting the platform and classified mutually as P1 between the measurement date and the date of the previous measurement.

- Measurement Parameters:

- **Acknowledgement:** The aim is to have to have acknowledgement of the service incident raised either by the Client (provided agreed process is correctly followed) within four (4) working hours of receipt.

$$\frac{\text{(No of P1 Service Incidents Acknowledged within 4 working hours)}}{\text{Number of P1 Service Incidents)} \times 100\%$$

- Target Performance: $\geq 90\%$. Result will be compared against three target bands as shown below:

Band	Colour
Result $\geq 90\%$	Green
$80\% \leq \text{Result} \leq 90\%$	Orange
Result $\leq 80\%$	Red

- **Restoration Time:** The aim is to provide a workaround or permanent fix to address a P1 Service Incident within one (1) working day of acknowledgement. The calculation measures the average restoration time for a P1 Service Incident:



$$\frac{\text{(Sum of time difference in Hours between acknowledgement and restoration for all P1 Incidents - The sum in Hours of the time that all P1 Services Incidents Pending Client Response or action)}}{\text{(Total Number of P1 Service Incidents)} \times 100\%}$$

- Target Performance: ≤ 1 working day. Result will be compared against three target bands as shown below:

Band	Colour
Result ≤ 1 working day	Green
1 working day < Result ≤ 2 working days	Orange
Result > 2 working days	Red

Service Target 3: Responsiveness to P2 Service Incidents: This Service Target will be used to measure how well TMF Group responds to P2 Service Incidents.

- **Measurement Frequency:** This Service Target will be measured on a monthly basis on the 1st day of each month. Target performance will only be measured over whole calendar months
- **Data Gathering:** Data to measure this Service Target will be gathered using TMF systems. The Client will raise the service incident using the agreed process and TMF will leverage the dataset to measure the Service Target for all service incidents affecting the platform and classified mutually as P2 between the measurement date and the date of the previous measurement.
- **Measurement Parameters:**
 - **Acknowledgement:** The aim is to have to have acknowledgement of the service incident raised either by the Client (provided agreed process is correctly followed) within eight (8) working hours of receipt.



$$\frac{\text{(No of P2 Service Incidents Acknowledged within 8 working hours)}}{\text{Number of P2 Service Incidents)} \times 100\%$$

- Target Performance: $\geq 90\%$. Result will be compared against three target bands as shown below:

Band	Colour
Result $\geq 90\%$	Green
$80\% \leq \text{Result} \leq 90\%$	Orange
Result $\leq 80\%$	Red

- **Restoration Time:** The aim is to provide a workaround or permanent fix to address a P2 Service Incident within two (2) working days of acknowledgement. The calculation measures the average restoration time for a P2 Service Incident:

$$\frac{\text{(Sum of time difference in Hours between acknowledgement and restoration for all P2 Incidents - The sum in Hours of the time that all P2 Services Incidents Pending Client Response or action)}}{\text{(Total Number of P2 Service Incidents)} \times 100\%$$

- Target Performance: ≤ 2 working days. Result will be compared against three target bands as shown below:

Band	Colour
Result ≤ 2 working day	Green
$2 \text{ working day} < \text{Result} \leq 4 \text{ working days}$	Orange
Result > 4 working days	Red



Service Target Monitoring and Reporting: TMF will provide Service Target reporting on a quarterly basis.

There are no Service Targets for P3 Incidents or Configuration Change Requests, however TMF Group will use reasonable efforts to:

- Respond to P3 Incidents within two (2) working days and resolve these service incidents within five (5) working days;
- Respond to Configuration Change Requests within two (2) working days and complete the Configuration Change Request within the timeline as agreed in advance of starting the work by TMF and the Client.

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