

Luware **Nimbus**

Luware Nimbus Cloud Service Description

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1 Introduction

This document describes the support and platform service levels of Luware Nimbus and is aimed at our current and prospective Luware Nimbus customers as well as authorized technology partners. It is an integral part of the <u>Luware Cloud Services Terms of Use</u>, as updated from time to time, or the individual written contract between Luware and the customer, as applicable.

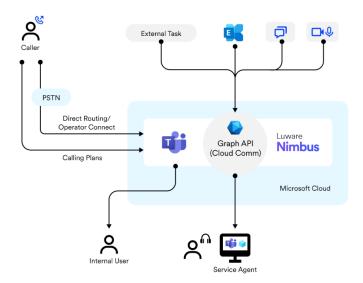
2 Solution Overview

Contact Center as a Service (CCaaS)

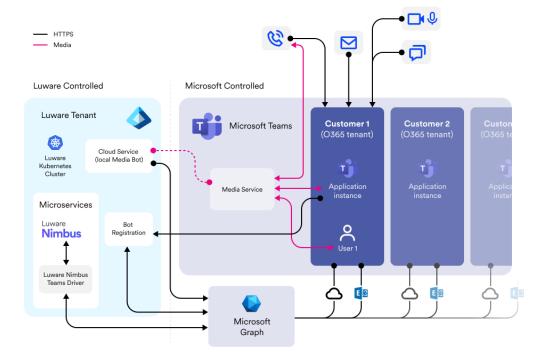
Contact Center as a Service (CCaaS) is a cloud-based business communications technology that manages inbound and outbound customer interactions across multiple channels and routes them to the appropriate employee.

Extended Contact Center integration for Microsoft Teams

An Extended contact center integration for Microsoft Teams is a contact center that integrates with the Teams client through the Cloud Communications API in Microsoft Graph and uses the Teams phone system for all contact center calls and call control experiences.



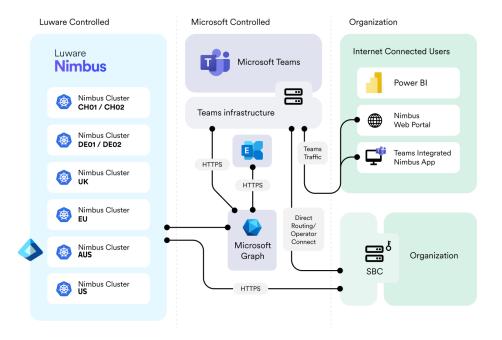
Luware Nimbus is a certified Extended contact center integration for Microsoft Teams that can easily be accessed within the Teams client and the Teams web user interface. It seamlessly integrates with Teams to enhance the platform and enhances its service with intelligent contact center and task routing capabilities.



Teams acts as the host system and when a call comes in, Teams determines if the call is destined for a Luware Nimbus service or user. If this is the case, Teams notifies Luware Nimbus to handle the call. The media stream remains within the customer's tenant and all further communication between Luware Nimbus and Teams is handled via the Graph API (HTTPS). There is no mandatory additional call toast, or switching between applications. Teams remains the central communication hub for all users.

The benefits of this architecture include:

- Robust security: Everything from security to encryption of the call media stream is covered by Microsoft's stringent security protocols.
- Seamless integration: All interactions and conversations remain in Teams: the presence status, the call, and the call handling.
- Comprehensive reporting: Comprehensive and detailed live and historical reporting about call volumes, user performance, and more.
- Centralized administration: Luware Nimbus docks onto your existing Teams telephony, which remains the central administration of your enterprise-wide telephony.
- Data compliance: Luware Nimbus uses the Teams GDPR and internal data policies, simplifying compliance.
- Highest audio quality: Both the customer and Teams infrastructure run in Azure, minimizing latency and jitter.



For more information, please refer to the Luware Nimbus Architecture white paper, available from your dedicated Sales or Customer Success representative.

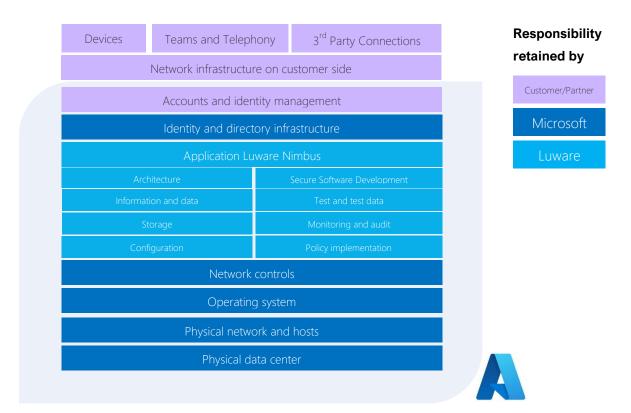
3 Support

3.1 Responsibilities

Luware Nimbus is a Microsoft Teams application developed on the Extend Model and hosted in the Microsoft Azure cloud. Multiple layers of system are covered by Microsoft and Azure Services and functionality. While the responsibility for the Application itself lies with Luware, there are several components that are under the control of the customer or partner, where applicable. This concept is called the *Shared Responsibility Model*.

Whilst Luware manages the whole application layer, including the development tools and storage options on the Azure platform, ensuring the smooth operation of components in the customer environment, such as the Teams client and underlying telephony, involves shared responsibilities between the customer and partner. Customer or its partner are, for example, responsible for Direct Routing, Operators Connect, or Microsoft calling plan numbers used for telephony in Luware Nimbus. The customer or its partner must make every reasonable effort to rule out problems caused by other technologies such as Microsoft Teams, or telephony services.

Customers are required to manage their own accounts and identities, devices, data backups and thirdparty connections such as custom integrations. These are areas where customers have sole control and responsibility over their data and security.



3.2 Support Packages

Luware provides two different support packages for Luware Nimbus. The standard support package is included in every active and paid for customer subscription. Premium support, including 24x7 SLAs and a 99.99% uptime target (excluding scheduled maintenance), can be purchased at additional cost.

Support Package	Description		
Standard	Commercial: Standard Support is included in all subscription licenses		
	Support Coverage:		
	07.00 to 19.00 (CET for Germany and Switzerland / GMT for for UK / PST		
	for North America) Monday to Friday, excluding public holidays (i) in		
	Zurich, Switzerland for contracts with Luware AG in Switzerland; (ii) in		
	Germany for contracts with Luware Deutschland GmbH in Germany; OR		
	(iii) in UK for contracts with Luware UK Limited; (iv) in CA for customers		
	in North America.		
	Platform Availability: Availability target of 99.99% 12-month rolling term		
	(excluding scheduled maintenance); no availability credits applicable		
Premium	Commercial: Premium Support can be purchased at additional cost if the		
	required minimum commitment of 20 Luware Nimbus licenses is met.		
	Support Coverage: 00.00 to 23.59 CET Monday to Sunday		
	Support tickets have to be raised via the support hotline if outside the		
	07.00 to 19.00 (CET Germany and Switzerland / GMT for UK / PST for		
	North America) Monday to Friday time window or on public holidays (i)		
	in Zurich, Switzerland for contracts with Luware AG in Switzerland; or		
	(ii) Germany for contracts with Luware Deutschland GmbH in Germany;		
	OR UK for contracts with Luware UK Limited; (iv) in CA for customers in		
	North America.		
	Platform Availability: Availability target of 99.99% 12-month rolling term		
	(excluding scheduled maintenance) with applicable availability credits as laid		
	out in this document.		

Customers with follow-the-sun operations or business-critical services are encouraged to consider the Premium Support Package.

3.3 Luware Service Desk

The Luware Service Desk is located in Europe and Canada (Zurich, London & Vancouver) and is staffed with Luware Support Specialists to assist customers and partners with technical support issues. The effective support coverage depends on the selected support package.

Luware Direct Support

Customers with direct support from Luware must have an internal service desk which is capable of triaging basic core Microsoft Teams, Internet connectivity, client PC or any other issues not directly caused by Luware Nimbus. The customer's service desk must be staffed with appropriately trained resources to provide such support to assist for any Direct Routing, Operators Connect, or Microsoft calling plan numbers used for telephony in Luware Nimbus. The customer service desk must make every reasonable effort to rule out problems caused by other technologies such as Microsoft Teams, or telephony services before raising a ticket with Luware.

The Luware Service desk is reachable via the following channels:

Channel	Contact	
Support Portal	https://helpdesk.luware.cloud/	
Support Hotlines	Switzerland:	+41 58 404 28 07
	Germany:	+49 711 8998 9621
	United Kingdom:	+44 20 3300 2751

To avoid delays due to misclassification, tickets created in our support portal must be assigned to the correct product category. The portal also allows tickets to be prioritized (urgent, high, medium, low) and categorized. A detailed description regarding which priority should be used can be found in section 3.5. Luware reserves the right to re-prioritize the ticket if it is deemed that the priority selected at the time of creation is inappropriate or that the priority has changed.

Partner Support

If an authorized Luware partner is used by the customer, the customer contacts the partner for support queries. Partner is responsible for qualifying support requests and solving any issues that are not related to Luware Nimbus itself. Partners also ensure to rule out any problems caused by other technologies such as Microsoft Teams or telephony services. If the issue is related to Nimbus and the partner is not able to fix the issue, the ticket is escalated by the partner to Luware with the appropriate priority level as set out above.

3.3.1 Exclusion of Luware Support

Luware support covers enquiries on the standard functionality, software defects, and platform unavailability or degradation.

Luware support explicitly excludes coverage for any performance or availability incidents related to the factors listed below. Unavailability caused by these factors is not considered in the availability calculation. Maintenance that requires downtime to patch the customer's server and infrastructure is excluded from the availability calculation.

Support by Luware is specifically not provided for incidents resulting from one of the following:

- 1. The use of services, hardware, or software not provided by Luware, including, but not limited to, issues resulting from insufficient bandwidth or related to third-party software or services;
- 2. Failures in a Microsoft datacenter location when customer network connectivity is explicitly dependent on that location in a non-geo-resilient manner;
- 3. Customers' use of any service after being instructed to modify the use of that service and failing to modify the use as instructed;
- 4. During or with respect to preview, pre-release, beta or trial versions of a service, feature or software (as determined by Luware);
- 5. Unauthorized acts or inaction by the customer, or its employees, agents, contractors or vendors, or anyone who gains access to Luware's platform using the customer's passwords or equipment, or otherwise resulting from the customer's failure to follow appropriate security practices;
- 6. A customer's or partner's failure to adhere to any required configurations, use supported platforms, follow any acceptable use policies, or use of the service in a manner inconsistent with the features and functionality of the service (for example, attempting to perform operations that are not supported) or inconsistent with Luware's published guidelines;
- 7. Incorrect input, instructions, or arguments (for example, incorrect parameter settings or Power Automate return values) from other systems;
- 8. Attempts to perform operations that exceed prescribed quotas or that result from Luware's throttling of suspected abusive behaviour;
- 9. Customer's use of service features that are outside of associated support coverage;
- 10. For licenses not paid for, at the time of the incident;
- 11. Factors beyond Luware's reasonable control (for example, natural disasters, war, acts of terrorism, riots, governmental actions, or a network or device failure external to our data centres, including at customers' site or between customers' site and our data center);
- 12. All configurations in Power Automate beyond the Luware Nimbus Power Automate connector;
- 13. Any customized or modified service components (such as Power BI reports, Power Automate flows, etc.);
- 14. Data flows upstream of Luware Nimbus' own ODATA interface (i.e., integration of Nimbus historical data into a data warehouse);
- 15. Any latency or performance issues resulting from the use of VDI (Virtualised Desktop Infrastructure) technologies for end users;

3.4 Ticket Classifications

The Luware ITIL aligned service desk classifies customer tickets as follows:

Incident

Incidents are typically unplanned, isolated break/fix issues that only have a limited impact on individual users or services.

Examples include:

- > Individual users not being able to log in to the platform
- > Individual users not receiving Contact Center calls
- Sporadic call disconnects

Problems

Issues that are either widespread, affect multiple users or entire instances, and have a significant impact are classified as problems.

Examples include:

- Web App outage
- > The Luware Nimbus platform is not reachable and therefore no calls are handled
- > Call recording is not working

Service Request

Any formal request for services from Luware is classified as a service request and will be charged based on a quote.

Examples include:

- > Call flow changes
- Creation of new services/teams
- > User management
- Recording configuration
- Training requests

General Assistance

Any general requests for help or assistance with Luware Nimbus are classified as general assistance. Before submitting a "General Assistance" request, customers must first consult the Luware Knowledge Base.

Examples include:

- Configuration questions
- General usage queries
- > Requests for assistance

3.5 Severity Levels

Incident or problem severity levels are defined as follows:

Severity	Description		
Urgent	An error caused by Luware Nimbus that renders the service inoperable or		
	causes the service to fail catastrophically, e.g. critical system impact; system		
	down; acute security and fraud risks that result in compromise of the		
	confidentiality and integrity of stored data.		
High	An error caused by Luware Nimbus that causes the operation of the service		
	to be severely impaired or essential aspects of the service not to function,		
	with significant business impact.		
Medium	An error caused by Luware Nimbus where most business functions remain		
	operational. For the avoidance of doubt, cosmetic errors are not classified as		
	"errors".		
Low	A "how-to" question for Luware Nimbus related to one or more modules,		
	and integration, installation and configuration inquiries, enhancement		
	requests, or documentation questions.		

3.6 Support Service Levels

Tickets with the classification 'Service Request' and 'General Assistance' will be handled on a best effort basis. Nevertheless, the Luware Service Desk endeavours to respond to these ticket types within one working day.

The following Service Levels apply to tickets with the classification 'Incident' or 'Problem':

Severity	Standard SLA	Premium SLA
Urgent	Response: 2 hours	Response: 30 minutes
	Intervention: 12 hours	Intervention: 3 hours
	Escalation: 24 hours	Escalation: 6 hours
	Note: Support tickets of the severity '	Urgent' must be raised via the
	Luware Support Portal in combination	with a phone call to the Luware
	Support Hotline.	
High	Response: 2 hours	Response: 30 minutes
	Intervention: 24 hours	Intervention: 6 hours
	Escalation: n/a	Escalation: 12 hours
	Note: Support tickets of severity 'High' must be submitted via the Luware	
	Support Portal in combination with a phone call to the Luware Support	
	Hotline.	

Severity	Standard SLA	Premium SLA
Medium	Response: Next business day	Response: Next business day
	Intervention: Next business day	Intervention: Next business day
	+48 hours	+12 hours
	Escalation: n/a	Escalation: n/a
Low	Response: n/a	Response: n/a
	Intervention: n/a	Intervention: n/a
	Escalation: n/a	Escalation: n/a

Hours are counted within the hourly coverage period of the selected support package. This means that the clock stops at the end of each coverage day and continues at the beginning of the next coverage period.

Definitions:	
Response	The time between Luware's receipt of a correctly raised ticket and the provision of a
	first response from a Luware employee. Automatic replies from our ticketing
	systems do not count towards this metric.
Intervention	The time between Luware's receipt of a correctly raised ticket and the start of the
	active investigation of the error by a Luware employee. Typically, this means hands
	on the system or interpreting any provided log files.
Escalation	The time between Luware's receipt of a correctly raised ticket and the appointment
	of a higher skilled Luware engineer.

4 Platform

4.1 Platform Availability

Luware aims to achieve an industry-standard platform availability of no less than 99.99% (commonly referred to as 'four nines') 12-month rolling term. This availability target excludes any planned maintenance windows or events listed in chapter 3.3.1.

"Downtime" refers to any 12-month rolling term during which core call routing functionality is unavailable and there is no scheduled downtime for Luware Nimbus. The platform availability percentage is therefore calculated using the following formula:

$$Availability = \frac{x * Uptime}{((x * Uptime) + Sum(Downtime))} * 100$$

x = Number of clusters the customer tenants are hosted in

Unavailability definition:

Service	Definition
Advanced Routing	The core call routing functionality is unavailable to the customer
Enterprise Routing	The core call routing functionality is unavailable to the customer
Contact Center	The core call routing functionality is unavailable to the customer
Attendant Console	The core call transfer functionality is unavailable to the customer

The availability of the core platform does not include any components that are not critical to the core functionality, such as web applications (user portal), Power Automate integrations, reporting, or configuration interfaces.

The SLA reporting is available on https://status.luware.cloud.

4.1.1 Availability Credits

Availability credits for Premium Support customers are calculated based on the subscription charge paid for the affected service for the 12-month rolling term in which the platform unavailability occurred. The credit percentage is outlined below.

Monthly Uptime	Availability Credit
99.0 to 99.99 %	One month service fee
95.0 to 99.00 %	Three month service fee
90.0 to 95.00 %	Six month service fee
Less than 90.0 %	12-month service fee

Availability credits will be credited on the subsequent billing cycle or paid out in case the subscription is terminated.

4.1.2 Credit Requests

For Luware to consider a claim, the customer must submit the claim to Luware Support, including all information necessary for Luware to validate the claim, including:

- 1. A detailed description of the incident;
- 2. Information regarding the time and duration of the downtime;
- 3. The number and location(s) of affected licenced users (if applicable); and
- 4. Descriptions of customers' attempts to resolve the incident at the time of occurrence.

Luware will evaluate all information reasonably available and make a good faith determination of whether an Availability Credit is owed. Luware will use commercially reasonable efforts to process claims during the subsequent calendar month and in any case within forty-five (45) days of receipt. The customer must be in compliance with the Luware Cloud Service Terms of Use, or individual agreement as applicable, in order to be eligible for an Availability Credit.

5 Limitations

Luware Nimbus is priced per named entity (user, agent, team) based on a subscription model with a defined minimum commitment in the respective offer. The subscription price includes the hosting, operation, monitoring and standard support package. Onboarding, professional services, customization, training or any other one-off costs will be quoted and billed separately.

5.1 Fair Use

Luware Nimbus is a multi-tenant environment used by multiple customers. To ensure and maintain a consistently optimal and uninterrupted user experience, as well as to prevent malicious or improper use of the system, Luware has established a fair use policy. The use of the system within this framework is regularly monitored by our operations team.

If we detect an abnormally high usage of the system that violates the fair use rules set out below, we may limit, restrict or temporarily disable access to the system.

In case of fair use violations, Luware reserves the right to permanently terminate the customer's access to the system in accordance with the provisions of the Luware Cloud Services Terms of Use.

Luware will inform the customer's main contact person about such abnormal usage and will request to reduce the usage or make adjustments to the license.

5.2 Luware Nimbus Advanced and Enterprise Routing

Measure	Description	Limit
Total concurrent call	Total number of calls concurrently being processed within	50
sessions per licensed team	a single Luware Nimbus Routing Team (total of in IVR, in	
	queue, connected to a user)	
Total members of a single	Total number of actual configured members within a	100
licensed team	single Luware Nimbus Team	
	(total of configured users that belong to an activated Team	
	within Microsoft Teams)	
Total concurrent call	Total number of calls concurrently being processed within	2
sessions per Luware	the customer tenant (total in IVR, in Queue, connected to	
Nimbus user	an agent) divided by the number of users in a Luware	
	Nimbus Team.	

5.3 Luware Nimbus Contact Center

Measure	Description	Limit
Maximum concurrent call	Total number of calls concurrently being processed	3
sessions per user	within the service (total in IVR, in Queue, connected to	
	an user) divided by the number of licensed Contact	
	Center users	
Maximum Number of	Per licensed Contact Center User you can create and	5
Services per Contact	use up to 5 services.	
Center User		
Maximum External Task	Maximum number of external tasks (in queue,	3
per user	connected to an user) per licensed Contact Center user	
Maximum External Task	Maximum number of External tasks (in queue,	20
per service	connected to an user) per service	
Maximum IM Tasks per	Maximum number of IM tasks (in queue, connected to	5
user	an user) per licensed Contact Center user	
Maximum IM Tasks per	Maximum number of IM tasks (in queue, connected to	20
service	an user) per service	
Maximum Email tasks per	Maximum number of Email tasks (in queue, connected	5
user	to an user) per licensed Contact Center user	
Maximum Email Task per	Maximum number of Email tasks (in queue, connected	50
service	to an user per service	
Maximum API Calls /	Maximum number of API calls (e.g. for changing service	60
Minute per tenant	licenses) per minute per tenant	

5.4 Planned Peak Usage

In the event of foreseeable usage peaks (e.g. promotions or campaigns), which could exceed the abovementioned limits, the customer must inform Luware at least ten working days in advance with the details of the planned peak, including the expected usage numbers and the timeframe. Luware will then assess the impact on the platform and decide whether an exception to the Fair Use Policy will be granted for a limited period of time. Cost implications for additional resources will be communicated to the customer.

Be aware, there is a limitation for External Tasks and Email Tasks:

Measure	Description	Limit
Maximum External Tasks	Technically the maximum number of External Tasks per	50
per service	service is set to	
Maximum EMail Tasks	Technically the maximum number of EMail Tasks per	200
	service is set to	

6 Maintenance

Luware's operations team performs regular maintenance on Luware Nimbus to keep the system up to date and secure. Maintenance is executed according to the schedule below. Maintenance windows are scheduled on different dates for different Luware Nimbus clusters.

In general, Luware aims to ensure continuous functionality and minimum downtime of the platform's core services. Luware will schedule and communicate a maximum platform downtime per maintenance window.

Туре	Cadence	Description
Regular	Monthly	Regular monthly maintenance is executed to keep Luware Nimbus up
Maintenance		to date and secure. During the regular maintenance windows,
		software- and operating system updates and patches are
		implemented.
		Customers are notified via https://status.luware.cloud 5-10 business
		days prior to these maintenance windows. Customer can subscribe
		to Email notification on the platform.
Critical	Scheduled	Critical maintenance is executed on an ad-hoc basis to patch the
Maintenance	as needed	platform if required for security purposes, vulnerability or stability as
		management. The goal is to inform customers 72 hours prior to such
		critical maintenance; however, this notification timeframe cannot be
		guaranteed.
		Customers will be notified via . Customers can subscribe to Email
		notifications on the platform.
Incident	Unplanned	Unplanned maintenance is executed in rare circumstances to
Maintenance		remediate incidents, protect the system from threats, or to prevent a
		predictable system failure. The goal is to notify customers 24 hours
		prior to such unplanned incident maintenance; however, this
		notification timeframe cannot be guaranteed.

7 Software Upgrade

Luware Nimbus is regularly upgraded with the latest available software to introduce new features and ensure platform stability and security. Customers benefit from the latest available features without having to worry about upgrades. Standard upgrades are included in the subscription price.

Newly introduced features and functionality beyond the licenses subscribed to and purchased may require additional license and/or professional services fees for customers to use.

8 Training

Basic video-based end-user training is included in the Luware Nimbus on-boarding fee. More customized training packages are available from our partner 1UC. Training requests can be made through a Luware Sales or Customer Success representative.

9 Feature Requests

Feature requests for Luware Nimbus can be submitted via the Luware Service Desk or by contacting the appropriate Sales or Customer Success Representative. Feature requests are regularly reviewed by an internal product committee and decisions on their implementation are made by this team based on a number of criteria such as business value, customer demand, and feasibility. Decisions regarding the implementation of individual feature requests are at the sole discretion of Luware.

/end