

# Performance Characteristics Data Center Operation

Mindbreeze InSpire SaaS

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Public



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For the sake of convenience this document does not make use of gender-specific terms. Any terms shall refer to both women and men for the purposes of equal treatment.

# 1 Mindbreeze InSpire SaaS Locations

Mindbreeze InSpire SaaS is currently implemented in Germany and in the USA.

Mindbreeze InSpire SaaS services are operated in two data centers located at a geographical distance from one another as the crow flies. This enables concepts promoting disaster-resistant operation, i.e., high protection against natural disasters, to be implemented. The data centers are designed based on the Tier III specifications of the Uptime Institute.

The data centers provide Fabasoft with the necessary storage space, power, and air-conditioning. In addition, they establish the connection between the data centers and provide for Internet routing. Fabasoft orders those services from the following subcontractors:

- for data centers of data location Germany:
  - noris Network AG, Thomas-Mann-Straße 16 – 20, DE-90471 Nürnberg
- for data centers of data location USA:
  - Hivelocity Ventures Corporation, One Wilshire Building, 624 S. Grand Ave, Los Angeles, CA 90017

Mindbreeze InSpire SaaS Services are operated exclusively by Fabasoft.

## 1.1 Security

The data centers rely upon the following minimum security requirements:

- Electromagnetic access system
- Separation system or personnel airlock
- Video monitoring system
- Around-the-clock (24x7) monitoring of data center areas

## 1.2 Fire Protection

The data centers rely upon the following minimum fire protection requirements:

- Comprehensive fire alarm system
- Very early smoke detection
- Automatic extinguishing system

## 1.3 Power Supply

The data centers rely upon the following minimum requirements for power supply:

- Redundant UPS systems
- Redundant diesel aggregates
- Redundant supply
- Redundant transformers

## 1.4 Air-Conditioning

The data centers provide at least the following minimum requirements for air-conditioning:

- Redundant cooling systems

## 1.5 Connection Between Data Centers

The connection between the data centers at each location is established via Ethernet point-to-point networks. The network hardware is designed to be redundant. The connection provides for redundant paths, which are fed into each building at two different locations.

The connection between the data centers is ensured by the individual data center operators. Fabasoft is provided with dedicated Layer 2 transparent connections.

## 1.6 Implemented Hardware and Software Environment

Fabasoft protects its independence. Third-party software products required in the data center to operate Fabasoft software products are open-source products, so there is no compulsory dependency on third-party manufacturers.

The operation of Mindbreeze InSpire SaaS Services is based on a highly available hardware environment. The Mindbreeze InSpire appliances used for the customer are dedicated to exactly one customer at a time (dedicated Mindbreeze InSpire appliances).

# 2 Service Levels

## 2.1 High Availability

The data center operation is basically 7 x 24 hours a week, 52 weeks a year.

The Mindbreeze InSpire SaaS service availability is set for the respective contract partner if required.

The core time is defined as follows:

Monday - Thursday from 08:15 - 17:15 (CEST)

Friday 08:15 - 15:15 (CEST)

Time Zone: Central European Standard Time

In the case of an availability commitment, the measurement is defined as follows:

- x% availability per observation period (quarter)

The availability is measured by two dedicated external measuring locations connected to the Internet via independent Internet lines. A service is considered available when at least one measurement location is able to gain access.

The calculation is made using the following formula:

Uptime = Possible Available Time – Maintenance Downtime – Unexpected Downtime

$$\text{Availability} = \frac{\text{Uptime}}{(\text{Possible Available Time} - \text{Maintenance Downtime})}$$

The calculation process excludes the availability during planned maintenance (Maintenance Downtime).

The following times are reserved for maintenance windows:

- Saturday from 12 a.m. to Monday at 7 a.m. CET/CEST.
- In urgent cases and with prior notice

These reserved time slots are only used when needed for maintenance. If the need for maintenance is given, the affected customers are proactively informed (technical contact person).

A report on the availability of Mindbreeze InSpire SaaS services will be made available via [app.telemetry](http://app.telemetry).

## 2.2 Resilience/Response Time Behavior

The response time behavior for all incoming requests is measured directly at the load distributor for the Mindbreeze InSpire SaaS Service using Fabasoft [app.telemetry](http://app.telemetry). Requests include all incoming http/s requests received by the load balancer.

With regard to response time behavior, the following parameters are guaranteed for each Mindbreeze InSpire SaaS location and service:

- Average response time of under one second for all requests during the observation period (quarter)

The number of replies per second to be answered for each customer is regulated by the respective contract partner, typically depending on the size of the appliance between 3 and 5 requests per second per appliance (linearly scalable).

A response time report will be made visible to the customer in the [app.telemetry](http://app.telemetry) dashboard.

## 2.3 Data Security

### 2.3.1 Mindbreeze InSpire SaaS

The indexes created by crawling the customer's data sources are replicated in two data centers.

Recovery point objective (RPO): Mindbreeze InSpire SaaS is not a data management system. The data is always present in the connected data sources. In a disaster recovery, the indexes are recreated by re-downloading and indexing the corresponding data (from the respective data-leading source systems of the contractor).

Recovery time objective (RTO): In the event of an emergency recovery, the time required to recover the services once the network, hardware and software infrastructure are available is a maximum of 48 hours.

The customer's user data remains exclusively within the customer's powers of disposition and the customer is solely responsible for the lawfulness of the processing of this data, as well as the data protection-related obligations that accompany data processing.

In any cases in which Mindbreeze acts as processor for the customer, processing of data that is passed from the customer to Mindbreeze takes place exclusively on instruction by the customer. Mindbreeze shall support the customer in being aware of his/her data protection-related obligations. The customer's obligations as data controller, and those belonging to Mindbreeze as processor, are defined in the document "Agreement on Contractual Data Processing".

At the latest 14 days before the expiration of the notice period Mindbreeze informs the customer by an automatically generated message about the imminent termination of the contract and the authorization of Mindbreeze to delete the data stored by the customer (user data) in the Mindbreeze computer centers. Mindbreeze is expressly entitled to delete the data stored by the customer in the Mindbreeze data centers after a period of at least 4 weeks and at most 6 weeks, calculated from the termination of the contract, finally - i.e. not recoverable -. This deletion is carried out by Mindbreeze irrespective of the quality, condition, intrinsic value and significance of this data for the customer. At the request of the customer, who is to be declared to Mindbreeze in writing by e-mail before the expiry of 4 weeks, calculated from the termination of the contract, Mindbreeze is prepared within a period of at least 4 weeks and at most 6 weeks after the termination of the contract to hand over to the customer on machine-readable recording media data specifically designated by the customer, which the customer has stored on the infrastructure operated by Mindbreeze in accordance with this contract, for a fee to be determined in individual cases.

Mindbreeze therefore recommends that the customer removes his data from the system and takes it back before the termination of this contract.

Mindbreeze instructs sub-processors exclusively under the provisions of Article 28 GDPR and the provisions pursuant to the "Agreement on Contractual Data Processing".

Mindbreeze instructs only sub-processors who provide sufficient guarantees that suitable technical and organisational measures are carried out in such a way that processing is conducted in compliance with the applicable data protection provisions and that the rights of the data subject are protected.

Customers shall immediately be made aware of sub-contracting or a change in the sub-processor. The customer shall then be granted a 14-day period to raise an objection for objectively justifiable reasons. If no objection to the sub-contracting or the change in sub-processor is raised for objectively justifiable reasons within the 14 days, then the new sub-processor shall be considered approved.

The conditions for an objectively justifiable objection and the extraordinary right to termination are defined in the Agreement on Contractual Data Processing.

With regard to the requirements on confidentiality, data protection and data security, Mindbreeze and the instructed sub-processors have concluded a written agreement as defined in Article 28, paragraph 4 GDPR. Mindbreeze has contractually imposed on the instructed sub-processor the same obligations that are imposed on Fabasoft in the "Agreement on Contractual Data Processing".

Mindbreeze has had all sub-processors commit, in writing, to comply with the required data protection and confidentiality regulations. Mindbreeze can, at any time, request from the sub-processor on enquiry all information that Mindbreeze considers to be necessary for exercising its comprehensive supervision of the task in compliance with the data protection provisions. With due notice, Mindbreeze can assure itself of compliance with data protection provisions on site.

The person appointed to data protection in the order shall be informed by either letter or e-mail if Mindbreeze observes unauthorised access to the customer's user data or contact details, and also if there is sufficiently legitimate cause to suspect this. Furthermore, Mindbreeze will attempt to contact this person as soon as possible, also by phone.

## 2.4 Data Classification

### User data

Mindbreeze InSpire SaaS is not a data management system but connects to various source systems at the user's entity, thus the user entity needs to guarantee:

- the backup of the original data
- scanning the original data for malware

- setting access rights correctly in the source systems
- setting and updating credentials to access the source systems in a secure way
- providing access credentials according to the user entity's own guidelines

The owner of the organization holds all rights to the data stored there.

#### **Contact data**

Mindbreeze InSpire SaaS does not collect contact data.

#### **Commercial data**

Commercial data is information required to establish a business relationship with the customer (orders, invoices, capacity information for the licensed service packages for the organization, etc.)

#### **Derived data**

Derived data refers to log and transaction information that does not include user data. This information is used exclusively to maintain operation and service levels, and to promote continuous improvement of services.

## 2.5 Data Lifecycle

Mindbreeze InSpire SaaS is not a data management system. Data deleted from the original data sources is deleted in Mindbreeze InSpire SaaS as well.

## 2.6 Data Portability

Mindbreeze InSpire SaaS is not a data management system. Customers need to ensure they are always able to access the original data on their own systems.

## 2.7 Support

Mindbreeze InSpire includes Next Business Day basic support, which only applies to product problems around functionality described in this product information.

Product issues must be reproducible in an isolated environment.

Therefore a ticket must contain:

- Description of product issue
- Description of data- and user-constraints in which the problem is reproducible
- Step by step description, how the problem can be reproduced
- If the problem only occurs with concrete files (content-driven), we will need an anonymized set of such files.

Support tickets need to be opened via <https://tickets.mindbreeze.com>.

The first response time is next business day after ticket creation (Austrian holidays excluded):

Monday – Thursday from 8:15am to 5:15pm (CEST)

Friday from 8:15am to 3:15pm (CEST)

Time zone: Central European Standard Time

## 2.8 Auditing and Security Inspections

The Mindbreeze InSpire SaaS is inspected by independent auditors in line with international standards. This process includes the following standards:

- ISO 9001:2015
- ISO/IEC 20000-1:2018
- ISO/IEC 27001:2013
- ISO/IEC 27018:2020
- BSI C5:2020 Compliance Criteria Catalogue
- SOC II Type 2

Fabasoft is willing to arrange a separate appointment in the data center with the customer on the express request of the customer and to a separately agreed remuneration. The customer must comply with the disclosure required by the data center operator's safety requirements. Please contact us under <https://tickets.mindbreeze.com>.