

# CYBERBIT MAINTENANCE AND SUPPORT TERMS AND CONDITIONS

MARCH 2018

## Cyberbit Service Level Agreement

This Service Level Agreement (“SLA”) outlines the terms and conditions of the technical maintenance and support services to be performed by Cyberbit Ltd. or any of its subsidiaries (“**Cyberbit**”) for Cyberbit’s End User’s who purchased a license to use Cyberbit’s products and are entitled to receive the services detailed herein (“**Maintenance & Support Services**”). This SLA details the different Maintenance and Support Services programs and service levels offered by Cyberbit and shall be provided to End User according to the program purchased in an applicable Purchase Order.

### 1. Definitions

- 1.1. “**Current Version**” means the Version of the Product most recently released for general availability.
- 1.2. “**Documentation**” means the technical manuals, instructions, user information, user manuals, training materials, product description and any and all other materials and documentation that accompany the Product or otherwise provided by Cyberbit, as may be amended or updated from time to time by Cyberbit.
- 1.3. “**End User**” means an individual or a legal entity which has purchased a license (whether directly from Cyberbit or through Cyberbit’s distributor or reseller) to use the Product pursuant to a valid Purchase Order and subject to the terms and conditions of Cyberbit’s End User License Agreement available at: CYBERBIT’s website (<https://www.cyberbit.com/support/>) (“**EULA**”).
- 1.4. “**Error**” or “**Failure**” means a reproducible or continues condition in the Product that causes the Product not to operate or materially fail to function according to its respective Product Description.
- 1.5. “**Fix**” or “**Hot Fix**” means the repair or replacement of object or executable code versions of the Product to Remedy an Error or Failure.
- 1.6. “**Operating Environment**” means a combination of hardware and/or operating system and/or other relevant software other than the Product, described in the Documentation as required for operating the Software.
- 1.7. “**Previous Sequential Version**” means the Version of Software which has been replaced by the Current Version.
- 1.8. “**Response Time**” means the interval between a Contact and the initial response by Cyberbit.
- 1.9. “**Product(s)**” means Cyberbit’s software which is provided to End User in object or executable-code versions only in association with and subject to a valid Purchase Order and the EULA and which may be licensed to You in conjunction with Third Party Software or COTs, all as further detailed in the applicable product description included in the Documentation or otherwise provided by Cyberbit (“**Product Description**”). “**Third-Party Software**” means third party software programs of Cyberbit’s licensors or available under open source or free software licenses which may be referenced in the Documentation or in Cyberbit’s website. “**COT(s)**” means commercial off the shelf third party software or hardware that the Software may be installed on or provided conjunction with it.
- 1.10. “**Purchase Order**” means the applicable agreement concerning the licensing of Cyberbit’s Product(s) or purchase order for Cyberbit’s Product(s) with which this SLA is associated, whether directly between End User and Cyberbit or whether between End User and Cyberbit’s distributor or reseller.
- 1.11. “**Service Hours**” means:

For End User’s Based in:	Service Hours
The Americas	Monday through Friday, 9:00 am to 5:00 pm Eastern Time, not including national holidays in the United States and Israel.
Europe, Middle East and Africa	Sunday through Thursday, 9:00 am to 5:00 pm IL time (Greenwich Mean Time + 2), not including national holidays in Israel.
Asia Pacific	Monday through Friday, 9:00 pm to 5:00 pm Singapore Time, not including national holidays in Singapore and Israel.

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- 1.12. **“Software”** means Cyberbit’s computer programs in object or executable-code versions only, whether provided standalone or as firmware to End User and which constitute part of, or an entire Product, as further detailed in Documentation.
  - 1.13. **“Support Term”** means the term for which End User has purchased Maintenance and Support Services, as explicitly defined in the applicable Purchase Order. If such term is not defined in the Purchase Order then it shall be (i) identical to the license term of the product defined in the Purchase Order in case of a subscription; or (ii) one year commencing immediately following installation or acceptance of the Product in case of a perpetual license.
  - 1.14. **“Support Level”** means Standard Support Service Level as detailed in Section 6 below, unless explicitly stated otherwise in the Purchase Order.
  - 1.15. **“Update”** means all published revisions and corrections to the printed documentation and corrections and new releases of the Product, including Fixes and patches, which are generally made available to Cyberbit’s End Users and which are designated by Licensor by a number on the right of the decimal point (e.g. Release 3.X). Updates shall not include any new Versions or optional modules or future products that Cyberbit licenses separately or charges for separately.
  - 1.16. **“Version”** means a release of the Product which contains substantial and significant enhancements, or other substantial changes in functionality or performance as compared to the previous version (if any), which is designated by Cyberbit by a number on the left of the decimal point (e.g. Release X.0). Versions shall not include optional modules or future products that Cyberbit licenses separately or charges for separately.
  - 1.17. **“Workaround”** means a method for achieving a task or goal when the usual or planned method isn't working.
2. **Maintenance and Support Services**
- 2.1. Cyberbit shall provide End User Maintenance and Support Services in connection to the Product, during the Support Term and at the applicable Support Level. The terms and conditions of the applicable Support Level are detailed in Section 6 below. This SLA is effective subject to the entry into full force and effect of the applicable Purchase Order and in accordance with the specific scope ordered under the Purchase Order. The Maintenance and Support Services shall be granted in connection to a Product that the use thereof is governed by the EULA and the applicable sections of the EULA, including without limitation sections 4, 5, 7, 8, 11 and 12, will apply also to the Maintenance and Support Services.
  - 2.2. Cyberbit shall provide End User Updates if and when made generally available during the Support Term.
  - 2.3. Cyberbit will use commercially reasonable efforts to resolve each significant Failure by providing either: a reasonable Workaround, a software update, or a specific action plan for how End User will address the Failure and an estimate of how long it will take to rectify the defect.
  - 2.4. Cyberbit has no obligation to perform Maintenance and Support Services in connection with Failures which occur (i) in the Product Version which is not the Current Version; or (ii) in the Product Version which is not the Previous Sequential Version; or (iii) if such Failure is reported after the elapse of one (1) year from the general availability of the Current Version.
  - 2.5. The Maintenance and Support Services shall not include, and Cyberbit shall not be responsible for or liable to correct any Failure caused by: (i) End User's failure to use the Product or any part thereof in accordance with the Documentation; (ii) the modification, alteration or maintenance of the Product by any person other than Cyberbit or errors caused by using the Product in a manner that is in violation of the EULA; (iii) negligence, misuse, abuse or mishandling of the Product by End User or any third party; (iv) inappropriate environmental conditions (such as power and air-conditioning failures) or failure of End User to maintain the Operating Environment set out in the Documentation or statement of work provided as part of the Purchase Order; or (v) End User's failure to incorporate any Update provided by Cyberbit to End User as set forth herein or use of a Previous Sequential Version more than one (1) year after general availability of the Current Version release. Maintenance and Support Services shall further exclude consulting as it pertains to conversions/upgrades of End User’s Operating Environment or customized software enhancements requested by End User.
  - 2.6. Professional services, including but not limited to, installation of the Product, building dashboards, creating workflows, training, and other consulting are not part of shall be subject to Cyberbit’s Professional Services Agreement, available at: CYBERBIT’s website (<https://www.cyberbit.com/support/>) (“PS”) and execution of an applicable Purchase Order, statement of work for such PS and payment of the applicable PS fees. S

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### 3. **Communication and End user Pre-requisites**

- 3.1. All communication to Cyberbit shall be through authorized End User's contacts by email, phone, or by using a web form. All such methods and contact details will be published in Cyberbit's official website.
- 3.2. The language for all communication related to the Maintenance & Support Services shall be English.
- 3.3. The Maintenance and Support services shall be provided via remote access to the Product. The End User shall be responsible for providing a remote VPN access for Cyberbit's support team in order to perform the Maintenance and Support Services.
- 3.4. Prior to any Update, End User shall provide Cyberbit's support team a report to be generated by the Updated Product that recaps the utilization of the Product and all other data that may be required b Cyberbit in order to perform an Update.

### 4. **Ticket Classification (severity levels):**

Ticket's severity will be determined by the impact of the issue for which the ticket is opened on the End User's business practices. This section will define the different classification levels.

Classification Level	Description
Critical (Severity 1):	A total loss of core functionality in the Product or a down system that severely affects the End User's business operations.
High (Severity 2)	A severe issue in the Product that has a noticeable impact on the use of the Product and on the End User's business operations.
Medium (Severity 3)	An issue in the Product that causes only moderate impact on the use of the Product and on the End User's business operations.
Low (Severity 4)	A reported anomaly in the Product that does not substantially restrict the use of one or more features of the Product to perform necessary business functions.

#### 4.1. **Ticket Handling**

- 4.1.1. Opening a support ticket will be done through filling a "Submit New Support Ticket" (AKA "Service Request") form in the "Customer and Partner" Portal or via a phone call to the support organization.
- 4.1.2. Upon receiving a service request, Cyberbit's Support Organization shall confirm that the Service Request includes End User and technical information necessary for a timely and efficient response via email. This confirmation will include a ticket number for reference.
- 4.1.3. Handling of all service requests will be according to the SLA per the support program purchased by the End User (see descriptions of support programs below).  
During the handling of the tickets, Cyberbit's Support Organization will continuously update the End User on progress via email, phone or the web portal.
- 4.1.4. Ticket Resolution- a problem is considered resolved when:
  - i. The Software conforms substantially to its specifications as detailed in the Product Description; or
  - ii. End User has been advised on how to correct or bypass the error; or
  - iii. End User has been informed that the correction to the error will be available through a future Software upgrade or Software patch.
- 4.1.5. If the resolution of a ticket requires a fix to the Cyberbit product code (i.e. "Bug Fix"), Cyberbit will provide a fix in the upcoming minor or major release.
  - iv. Note that in some cases, when the upcoming release is already in "Code Freeze" stages, the relevant release might be the one after it.

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- v. In some cases, Cyberbit might agree to issue an ad-hoc fix (i.e. “Hotfix”) in parallel to including this fix in the upcoming release. These cases will be discussed on a per-case basis between the support personnel and the customer’s focal point.

4.1.6. Requests for Enhancements (i.e. Customer requests to change and/or augment the product to support a new feature) will be recorded and taken into consideration for the product roadmap. There is no obligation of Cyberbit on whether to, or when, to add them to the product offering.

## 5. COT(s) and Hardware Support

5.1. Cyberbit shall provide Maintenance and Support Services for COT(s) purchased by End User from Cyberbit and only if it is explicitly stated in the applicable Purchase Order that that the Maintenance and Support Services include also support for COT(s). Otherwise, the End User shall receive support for any COT(s) purchased directly from the third party that the COT(s) are purchased from. In the event that Cyberbit shall provide support for COT(s) it shall be provided according to the service level ordered from Cyberbit in the applicable Purchase Order, subject to the support terms and conditions of the third party manufacturer of such COT(s).

5.2. In the event of a hardware based malfunction, following the determination by Cyberbit’s support organization that the malfunction is indeed hardware based and such hardware has to be replaced the End User will be shipped with a replacement appliance within no more than three (3) business days, field replacement unit, server and/or spare parts, as necessary.

5.3. The End User will be required to ship the defective appliance, field replacement units, server and/or spare parts to Cyberbit (as instructed by Cyberbit’s Support Organization).

5.4. The faulty part must be returned to Cyberbit within 14 days, otherwise an invoice will be issued to cover the time and material costs required to handle the process.

5.5. In case a defective appliance is shipped back to Cyberbit, the End User may wipe sensitive data off the hard drives, provided the hard drives are not destroyed as a result, and that no other damage is caused to the appliance.

## 6. Support Programs & SLAs

### 6.1. Standard Support Service Level

6.1.1. Standard Support Service Level includes business-day support for End User call handling and issue troubleshooting as follows: Four (4) hours response for Critical (Severity-1) tickets, and next Business Day for all other tickets.

6.1.2. Business Days means Monday through Friday, 9:00am until 5:00pm each day, at the End User's main location's time-zone, excluding national holidays.

6.1.3. Troubleshooting and resolution takes place during the same business-day hours.

6.1.4. Unless otherwise specifically stated in a purchase order or contract, the Standard Support Service Level will apply.

### 6.2. Premium Support Service Level

6.2.1. Premium Support Service Level includes 24x7, 365 days a year, support for End User call handling and issue troubleshooting.

6.2.2. Response to support requests and further communications shall be provided within two (2) hours for Critical (Severity-1) tickets, and four (4) hours for all others.

6.2.3. Troubleshooting and resolution shall be provided on a continuous basis.

6.2.4. Premium Support Service Level includes automatic management escalation as follows:

6.2.4.1. Critical-Severity tickets not resolved (or workaround provided) within 6 hours, or High-Severity tickets not resolved (or workaround provided) within 24 hours will be escalated to the Support Manager.

6.2.4.2. Critical-Severity tickets not resolved (or workaround provided) within 24 hours, or High-Severity tickets not resolved (or workaround provided) within 48 hours will be escalated to the Technical Services VP.

6.2.5. Premium Support Service Level will apply only if ordered specifically under the Purchase Order or contract and specifically paid for.

### 6.3. Technical Account Management Offering

6.3.1. This is a separate service option, available for purchase for an additional price on top of Standard or Premium Support Service Level plan.

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- 6.3.2. Cyberbit will nominate a designated Technical Services Engineer to act as THE focal point to any post-sales issues of the End User as THE Technical Account Manager. The Technical Account Manager will familiarize himself with the End User's environment, deployment, contact people and working procedures.
- 6.3.3. The designated Technical Account Manager will get a notification of every technical support case opened for the End User, and will supervise the handling of the case ensuring excellent support provided to the End User, correlation between different support cases handled simultaneously, correlation with other projects at the End User's site, End User's working procedures etc. The support tickets might continue to be worked by other support engineers, according to the support service level the End User purchase (Standard or Premium)
- 6.3.4. The designated Technical Account Manager will conduct quarterly reviews of resolved and pending post-sales support issues, as well as future planned projects and how to best prepare for them.
- 6.3.5. The designated Technical Account Manager will perform at least two annual on-site visits to the End User's site for up-to 3 days each. These visits will be used for review & fine-tuning the deployment as well as train End User's employees on best practices.