



Cyberbit Maintenance & Support Services Programs and SLA

January 2017

This Service Level Agreement ("**SLA**") outlines the terms and conditions of technical-support for Cyberbit's products, the different maintenance and support programs offered by Cyberbit ("**Maintenance & Support Services**"), and their respective service levels.

General

Cyberbit offers technical support to End Users and partners during the Maintenance & Support Period ("Maintenance & Support Period" means a period for which such End User or partner purchased Maintenance & Support Services from Cyberbit according to a valid Purchase Order or other valid contract duly signed by Cyberbit). The Maintenance & Support Services hereunder pertain to End Users who have an issue that causes the product to not work according to the respective Product Description.

1. Software Upgrades

Cyberbit shall make new upgrades available for its Software during the Maintenance & Support Period. These upgrades include generally available new versions, releases, builds, patches and dynamic updates, but exclude new products that are licensed and/or charged separately.

Upgrades will be announced and published in Cyberbit's official Website (under the "Customer and Partner" Portal) and will be available for download and deployment as described above.

2. Supported Products and Versions

- a. The Maintenance & Support Services will be provided only with respect to releases of products that are generally supported by Cyberbit.
- b. The Maintenance & Support Services shall not cover and will not be provided to address errors caused by amendments, alterations or modifications to a Product, which are made by End User or third parties without Cyberbit's written consent or errors caused by using the Product in a manner that is in violation of the EULA or contrary to the instructions given by Cyberbit.



3. Communication

- a. 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.
- b. The language for all such communication shall be English.

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.

- a. **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.

In case of Product deployed on End User's endpoints, an issue that causes the endpoint devices inoperable affecting more than 1000 endpoint devices or more than 40% of endpoint devices.
- b. **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.

In case of Product deployed on End User's endpoints, an issue that substantially degrades the usability of the endpoint devices, affecting more than 500 endpoint devices or more than 20% of endpoint devices.
- c. **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. In case of Product deployed on End User's endpoints, an issue that causes only a minor impact on the endpoint clients.
- d. **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.



5. Ticket Handling

- a. 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.
- b. 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.
- c. 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.
- d. 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.
- e. 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.
 - i. Note that in some cases, when the upcoming release is already in "Code Freeze" stages, the relevant release might be the one after it.
 - ii. 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.
- f. 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.

6. Hardware Support

- a. In the event of a Hardware based malfunction, following the determination by Cyberbit's Support Organization that the malfunction is Hardware based, the End User will be shipped on the following business day a replacement appliance, field replacement unit, and/or spare parts, as necessary.
- b. The End User will be required to ship the defective appliance, field replacement units, and/or spare parts back to Cyberbit (as instructed by Cyberbit's Support Organization) within 10 business days.
- c. 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.



Support Programs & SLAs

1. Standard Support Service Level

- a. 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.

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

2. Premium Support Service Level

- a. Premium Support Service Level includes 24x7, 365 days a year, support for End User call handling and issue troubleshooting.
- b. 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.
- c. Troubleshooting and resolution shall be provided on a continuous basis.
- d. Premium Support Service Level includes automatic management escalation as follows:
 - i. 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.
 - ii. 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.



3. Technical Account Management Offering

- a. This is a separate service option, available for purchase on top of Standard or Premium Support Service Level plan.
- b. 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.
- c. 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)
- d. 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.
- e. 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.

4. Remote Cyber Analyst Service Offering

- a. This is a separate service option, available for purchase on top of Standard or Premium Support Service Level plan for the Cyberbit EDR product.
- b. This service shall be performed by a designated Cyberbit Analyst (the "Analyst") during 6 hours per week ("Service Hours"). The Service Hours shall be provided on a specific time pre-defined by the End User and Cyberbit (to be scheduled on standard business-hours in both End User's and CYBERBIT's premises).
- c. During the Service Hours, the Analyst will connect to the End User's EDR Management GUI Machine (via a pre-configured VPN to the End User's network) and perform a review of the top events found in Cyberbit's EDR; In-depth investigation of Suspects Events and/or fine-tuning of the EDR setting.
- d. The End User has the right, if he chooses so, to review what is being done by the Cyberbit Analyst online, with prior coordination.



- e. Once a week, a written report of the findings analyzed by the Analyst during the Service Hours will be sent to the End User's focal point.
- f. This Remote Cyber Analyst Service is not a real-time reporting service but rather a service performed only during the Service Hours and only with respect to events which the Analyst succeeded in reviewing during those Service Hours.

CYBERBIT's only reporting obligation in connection to this service is to provide the weekly written report detailed above. End User may order additional Service Hours, if End User wishes the Analyst to review more incidents and/or events at a fee of \$500 per hour.

5. General Terms and Conditions

- a. This SLA is effective subject to the entry into full force and effect of the applicable Purchase Order. The term of this SLA shall be in accordance with the SLA term ordered in the respective Purchase Order, and subject to Purchase Order being effective. "Purchase Order" means the applicable agreement or purchase order whereby End User purchases the services under this SLA, whether directly between End User and CYBERBIT or whether between End User and CYBERBIT's distributor or reseller.
- b. This SLA is subject to all of the terms and conditions of the Purchase Order and the respective EULA (End User License Agreement) related to the Product. Without derogating from the generality of the foregoing, the provisions relating to warranty, limitation of liability, privacy from the EULA and Purchase order shall apply to this SLA.