

CoSoSys Maintenance and Support Services Policy

1. Introduction

This Policy describes the Maintenance and Support Services offered by CoSoSys, to assist its Customers' use of the CoSoSys Products. This Maintenance and Support Services Policy is complementary to either an End User License Agreement or a Hosted Services Agreement (hereinafter referred to as the "Agreement") that a Customer has entered into with CoSoSys.

Subject to CoSoSys' commitments in the Agreement, CoSoSys reserves the right to update this Policy at any time.

Subject to Customer's payment of the applicable Fees, as agreed in the Agreement, the Maintenance and Support Services offered by CoSoSys consist of the following services.

2. Definitions

"CoSoSys Products" means either the CoSoSys Software licensed under an End User License Agreement, or the Hosted Products licensed under a Hosted Services Agreement.

"CoSoSys Support Management System" means the following website, made available by CoSoSys to the Customer, for logging Incidents: <https://support.endpointprotector.com>. Customer registration is required.

"CoSoSys Support Team" means the CoSoSys engineers who provide Support Services to the Customers.

"Escalation" means a direct connection being established (phone, remote connection) between the CoSoSys support engineer and the Customer, that may be required in the event a High or Medium Severity Incident cannot be resolved through a Response. The CoSoSys support engineer will use all reasonably available resources to attempt to resolve the Incident, including but not limited to the involvement of other teams.

"Functional Release", formerly known as "Major Release", means a Release containing new or breaking functionality or technology. Functional Releases are numbered as follows: 1.1.0.0, 1.2.0.0, 2.1.0.0, 2.2.0.0, and so on. For clarity, Functional Release does not include any releases where a sub-version or patch number has changed.

"Incident" means an unplanned interruption in the performance of the CoSoSys Product, or a reduction in the quality of the CoSoSys Product, or a non-performance of the CoSoSys Product in accordance with the Documentation. Incidents are documented as "Tickets" in the CoSoSys Support Management System.

"Maintenance Release", formerly known as "Minor Release", means a maintenance Release, a Release containing non-breaking functionality or technology. Maintenance Releases are numbered as follows: 1.1.0.1, 1.1.0.2, 2.1.1.0, 2.1.1.1, and so on.

"Out of Scope Services" means any services that fall outside the scope of the Maintenance and Support Services expressly listed herein.

"Release" means a new version of the CoSoSys Product which is generally released by CoSoSys to its customers. Releases are further qualified as Maintenance or Functional.

"Response" means an acknowledgment of receipt of a Ticket, that includes a preliminary assessment of the Incident made by a support engineer.

"Ticket" means the logging and subsequent documentation of a single Incident issued on the CoSoSys Support Management System.

Unless otherwise defined herein, all capitalized terms shall have the meaning ascribed to them in the Agreement.

3. Maintenance Services

- 3.1. CoSoSys makes Releases available for download and installation through the CoSoSys Product or via email. CoSoSys notifies the Customer of such availability via email or a push notification to the Administrator.
- 3.2. Updates. Software downloads, updates and maintenance. Web-based access to the latest software releases, including new features, improvements and bug fixes.

4. Support Services

4.1. Standard Support. Standard Support is included by default in the purchase price of the CoSoSys Product and it addresses all product-related issues encountered by customers during installation, configuration, administration and operation of any of the CoSoSys Products.

4.1.1. Included. As part of the Standard Support service, our support engineers will answer general questions and respond to all of your product-related issues on a best efforts basis with no formal service level commitments. Standard Support also includes upgrade and configuration assistance for CoSoSys Products. Key Features included in Standard Support are further detailed below.

4.1.2. Standard Support hours and availability. Standard Support is available 5 days a week (Monday to Friday) during business hours in most regions, within the following intervals: UTC 05:00 AM to next day 02:00 AM, or PST 09:00 PM to next day 06:00 PM.

4.2. Enterprise Support. (formerly known as Premium Support) Enterprise Support is NOT included by default in the purchase price of the CoSoSys Product, and it is available subject to an additional annual percentage fee that is priced based on the license or subscription cost for the relevant CoSoSys Product. The applicability of this section 4.2 is subject to Customer's purchase of the Enterprise Support in addition to the purchase price of the CoSoSys Product.

4.2.1. Included. In addition to the Standard Support, Customer will have access to expert technical resources. Also, Customer will have access to the CoSoSys technical team for initial server installation and policy configuration. Upon coordination with the Customer and under Customer's supervision, sanity checks will be performed for the server part of the CoSoSys Product by the CoSoSys technical team. Key Features included in Enterprise Support are further detailed below.

4.2.2. Enterprise support hours and availability. Enterprise Support is available 7 days a week, 24 hours a day, on a Follow-the-sun model.

4.2.3. Calls and emails are directed to a senior team of CoSoSys' support engineers.

4.2.4. Server installation and policy configuration (Enterprise Support only). Product installation and initial policy configurations will be done/assisted by the CoSoSys team.

4.2.5. Periodic checks for the appliance (Enterprise Support only). Upon coordination with the Customer and under Customer's supervision, the CoSoSys team will connect periodically to the server part of the CoSoSys Product in order to check the sources and database integrity, manage logs and available resources for the appliance and other such checks

4.3. Key Features

- Incident handling. All submitted Incidents are handled according to the target response and escalation timeframes. All Incidents can be tracked in the CoSoSys Support Management System and are prioritized according to their assigned Severity.
- Unlimited support cases and authorized contacts. Customers have the possibility to submit unlimited support Incidents via the CoSoSys Support Management System. Exceptionally,

issues reported by telephone, web chat or email must be doubled by Customer raising an Incident in the CoSoSys Support Management System as soon as possible. Customers can contact the Support team as many times as they want.

- Email, web-based support channels and the Customer Support Areas are available to submit and resolve support incidents. Additionally, toll free numbers for USA & Canada are available to reach out to Customer Support.
- E-mail and web-based Customer Support Areas are available to submit and resolve support incidents.
- Access to Support Knowledgebase. It is available 24/7 on <https://www.endpointprotector.com/support/knowledge-base>.
- Access to News Subscriptions. Registration to newsletters regarding news and alerts is available from the Resource page <https://www.endpointprotector.com/resources>.
- Remote Assistance Support. Subject to Customer’s request, a CoSoSys support engineer will establish remote connections through a secure remote screen sharing tool made available by the Customer. In the event Customer is not able to provide such a secure connection, then the CoSoSys Support Team may use any of the CoSoSys-approved tools (Zoom) but in all cases with customer’s prior authorization and supervision.
- Performance and feature optimization. Expert technical advice, assisting Customer in determining the correct resources needed for the CoSoSys Product. Annual remote system health checks to monitor CoSoSys Products and recommend product parameter tuning to optimize performance if applicable.

4.4. Supported Versions. Support Services are provided as follows:

- For High, Medium and Low Severity Incidents in the then current Functional Release (including any Maintenance Releases); and
- For High and Medium Severity Incidents in the Functional Release immediately prior to the release of the then current Functional Release (*e.g.*, for Release 5.4.0.0., when the then current Functional Release is 5.5.0.0)

Table 1 – Standard vs. Enterprise Support Comparison

| Key Features | Standard Support | Enterprise Support |
|---|------------------|--------------------|
| 24 Hours Support (7 days per week), on a Follow-the-sun model | | ✓ |
| Incident handling | ✓ | ✓ |
| Unlimited support cases and authorized contacts | ✓ | ✓ |
| Software downloads, updates and maintenance | ✓ | ✓ |
| E-mail and web-based support channels | ✓ | ✓ |
| Access to Support Knowledgebase | ✓ | ✓ |

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| Remote Assistance Support* <i>*Customer is responsible for PAM (privileged access management) solution</i> | ✓ | ✓ |
| Performance and feature optimization | | ✓ |
| Access to expert technical resources | | ✓ |
| Server installation and policies configuration | | ✓ |
| Periodic sanity checks for the appliance | | ✓ |

5. Severity Levels

5.1. Determination of Severity. The CoSoSys Support Team is responsible for the identification, verification and evaluation of the Incident. Depending on the evolution of the Incident, CoSoSys reserves the right to assign a severity level.

5.2. Levels of severity

5.2.1. **High.** High Severity is assigned to an Incident causing a complete loss of all functionalities, or complete loss of a major functionality of the CoSoSys Product.

5.2.2. **Medium.** Medium Severity is assigned to an Incident causing a temporary loss of all functionalities or a temporary loss of a major functionality of the CoSoSys Product.

5.2.3. **Low.** Low Severity is assigned to an Incident causing no loss, or only very minor loss in a functionality of the CoSoSys Product or questions that do not affect the product functionality, or related to the documentation.

6. Target Response and Escalation Times.

6.1. CoSoSys shall, on a best-efforts basis, target to handle the Incidents within the following timeframes.

Table 2 – Target Response and Escalation Times per Severity Levels

| Severity | Action | Standard Support | Enterprise Support |
|---------------|---------------|----------------------|--------------------|
| High | Response time | 12 business hours | 6 hours |
| | Escalation | 24 business hours | 12 hours |
| Medium | Response time | 24 business hours | 12 hours |
| | Escalation | 48-96 business hours | 24 hours |
| Low | Response time | 48 business hours | 24 hours |

- 6.2. Response Time is measured from the time the Incident is received by the CoSoSys Support Team – when a new Ticket is opened – until the time a first Response is provided to the customer.
- 6.3. Escalation Time is measured from the time Customer updates the Ticket requesting an Escalation, but not earlier than the lapse of the Response Time.
- 6.4. **Suspension of Response or Escalation Times.** Neither Response nor Escalation Times shall be counted to include unsupported hours and unsupported days (for Standard Support) and/or any delays in providing the necessary details on the part of the Customer. Furthermore, if an Incident can be resolved by the Customer through the use of the resources made available on the Support Knowledgebase, then the Response and Escalation Times shall be suspended until the Ticket is closed.

7. Out of Scope Services and Exclusions

- 7.1. Unless otherwise expressly agreed in the Agreement, neither Maintenance nor Support Services include any of the following (“**Out of Scope Services**”):
 - Technical Account Manager (“TAM”) Service. As part of CoSoSys offering, Customers may purchase the TAM Service. This TAM Service is NOT included in any Maintenance and Support Services described above and is available subject to an additional fee. Details about the TAM Service can be found [here](#).
 - Training.
 - Assistance and support related to Customer’s hardware, operating system, bespoke developments, communications equipment and internet connections.
 - Assistance and support in languages other than English.
 - Retrieval of data, Incident correction caused by inaccurate Customer data or malfunctioning of Customer’s environment or database.
 - Support for third party software not provided by CoSoSys.
- 7.2. Furthermore, CoSoSys shall be under no obligation to provide Support Services in any of the following cases:
 - The resolution of the Incident requires a Key Feature which is available only for Enterprise Support, unless the Customer has opted and paid for Enterprise Support;
 - The Incident is caused by an error that has been resolved in a newer Release (including in a Maintenance Release) made available by CoSoSys and Customer has not installed the updated Release;
 - The Incident can be resolved by the Customer through the use of the resources made available on the Support Knowledgebase;
 - The Customer uses the CoSoSys Product on a version that is not a Supported Version;
 - The Incident is not reproducible;
 - The Incident has been caused by unsupported products;
 - The Customer or any third party acting on its behalf has made unauthorized changes to the configuration or setup of the CoSoSys Product in any way whatsoever (including attempted Incident-fixing);
 - The Incident is caused wholly or partially by use of the CoSoSys Product which is not in accordance with the Documentation;
 - The Incident is caused wholly or partially by use of the CoSoSys Product on another platform or in another environment than the one recommended by CoSoSys;
 - The Customer has not provided the necessary information requested by the CoSoSys Support Team that would enable them to address the Incident;
 - The Customer has prevented the CoSoSys Support Team from performing any required Maintenance and update tasks;
 - The Customer is in breach of the Agreement; if the breach consists of a late payment, CoSoSys reserves the right to suspend the provision of maintenance and Support Services.