



# SERVICE LEVEL AGREEMENT

Version 1.2

**June 2022** 



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# Version Management

Version	Date	Description
Draft	1 March 22	Initial
V1.2	13 June 22	Legal review and update



# **Agreement Overview**

### Service Level Agreement Introduction

This Service Level Agreement (SLA) sets forth the terms under which SAM Seamless Network (the "Company") offers support, maintenance, and other services described herein to Licensee (the "Customer"), all subject to the Support and Maintenance Plan purchased by the Customer (the "Support Plan").

### **Definitions**

The following definitions and meaning set forth below shall apply to the SAM Seamless Network SLA.

"Business Day" means the applicable business days by the laws of the country in which the office location where services are being provided to the Customer is registered.

"Business Hours" means 9:00 AM to 5:00 PM in accordance with the time zone in which the office location where services are being provided to the Customer is registered.

**"Error"** means any defect, problem, bug, or another failure that is reproducible of all or part of the supported Software not conforming to, or performing by, the specifications, which degrades the Customer's use of the supported Software.

"Response Time" means the time measured between the log of a ticket to the Company ticketing system and the time of the first human reply by a competent engineer to the Customer.

"Resolution" means the use of reasonable commercial efforts to resolve the reported problem. These methods may include (but are not limited to): configuration changes, patches that fix an issue, replacing a failed hardware, reinstalling the software, etc.

"Resolution Time" means the time measured between the log of a case to the Company and the time the Company has provided a full resolution provided however, concerning a resolution that requires a 3<sup>rd</sup> party involvement, Company will provide such resolution in the best effort basis.

"Restoration" means the installation of the Workaround installed by the Company at the Customer systems to ensure a stable and normal operation of the Company licensed Services and/or Product and to restore the functionality to provide services.

"Restoration Time" shall mean the time measured between the log of a ticket to the Company ticketing system and the time the Company has provided a Restoration.

"Software" means such Software as is provided to Customer by the Company.

"Support" means the technical Support and Hardware replacement services provided by the Company directly to the Customer as outlined in this Agreement and the Support Plan.

"Term" means the period for which the applicable support and maintenance fees were fully paid.

"Test Environment" means an environment that is being maintained by the Customer and is being utilized to perform validation of the Company Services and/or Products with the Customer Services and/or Products including any 3<sup>rd</sup> Party integration on the Customer's behalf.

"Workaround" means the Company should ensure stable operation and/or prevention of the recurrence of the Error for the Customer licensed Services and/or Products until a Resolution is made available by the Company and implemented for the Customer.



### **Cloud Section**

"Cloud Service Availability" is defined as the availability of the Company cloud service to manage, receive and process a transaction from the Customer products, and shall be measured over the period of each year, calculated as set forth. For the avoidance of any doubt, the cloud services supplier service time is not part of the calculated time, and the issues caused by the Company cloud service Company will be shared with the Customer.

"Cloud Availability Time" is referring to the time frame of seconds in a Year, which is a multiple of 365 days, 24 hours, 60 minutes, and 60 Seconds.

**"ISP Cloud"** is defined as the Customer cloud holding all customer-specific policies, signatures, reputation, and classification data and performing data anonymization for metadata that is synchronized with the SAM Multi-Tenant Cloud. This cloud is provided as a managed service by SAM.

**"SAM Core Cloud"** is defined as the aggregates and analyzes anonymized information from all customers and provides management services and configuration updates to the ISP Cloud.

"Scheduled Maintenance" means any timeslot which the Company agrees beforehand with the Customer to provide Software updates provided by the Company or the Company cloud service Company.

Measure	Calculation
Planned Cloud Service Availability	= Available Time in the Year – Scheduled Maintenance
Actual Cloud Service Availability	= Cloud Availability Time – Planned Cloud Service Availability – Cloud Service Availability
Cloud Service Availability Level (%)	= (Actual Cloud Service Availability / Planned Cloud Service Availability) x 100



# Service Levels

# **Priority Definitions**

The following Errors definition are relating to the priority of the issue:

Priority/Criticality	Description
"Critical Error " Refers to P1	A critical service affecting Error with the Company supplied licensed Product and/or Services or any part thereof, that is always caused by the Company product defect, that results in:
	An Error isolated to Software in a deployed environment that renders the product
	• inoperative or causes the product to fail catastrophically, e.g., critical system impact, system down.
	The complete or partial unavailability or inaccessibility of key processes or key functionalities or services provided by the Company.
	A recurring Error rendering the Product or specific Services inoperable for more than 30% of the deployed user's base.
	Significant negative operations and/or business and/or efficiency impact on the Customer
" <b>Major Error</b> " Refers to P2	A major service affecting Error with the Company supplied licensed Product and/or Services that result in:
	Malfunctioning of the Product that might lead to severe Service degradation
	An impact on the processes with limited consequences on the operational performance;
	Adversely impacts a non-critical system or service on the Customer.
" <b>Medium Error</b> " Refers to P3	A minor service non-affecting Error with the Company supplied licensed Product and/or Services, which can be solved by a Workaround, that results in:
	<ul> <li>Unavailability of some functionality that does not impact any service and/or revenue;</li> </ul>
	An Impact that will not lead to a situation in which service impact can arise;
	<ul> <li>Infrequent crashes of the non-critical application process do not affect any services.</li> </ul>
	Disrupts a very small number of non-critical individual systems or services
"Low Error" Refers to P4	An Error with the Company supplied licensed Products and/or Services where there is no impact on system functionality, that results in:  • A request for information by the Company
	<ul> <li>No restriction on the use of one or more features of the licensed product to perform necessary business functions; this is a minor problem and is not significant to operation.</li> </ul>
	An anomaly that may be easily circumvented or may need to be submitted to the Company as a request for enhancement.



The severity of the Error will be defined by the Customer at the case opening, nonetheless will be validated by the Company support representative and will be defined in agreement with the Customer.

### **Support Response**

The following service response times are defined for each Support Plan:

### The Standard plan:

Category/Plan Name	P1	P2	P3	P4
Response Time	1 Hour	2 Hour	2 Business Day	4 Business Days
Restoration Time	12 Hour	36 Hour	5 Business Day	Best Effort

### The Premium plan:

Category/Plan Name	P1	P2	Р3	P4
Response Time	30 Min	1 Hour	4 Hours	2 Business Day
Restoration Time	8 Hours	18 Hours	2 Business Day	Best Effort



# Roles and Responsibilities

# **Support Levels**

The following support levels represent the responsibilities and definitions of each level of the Support Line to the end-user.

Support Level	Scope	Support Methodology
Level 1	Basic help resolution	<ul> <li>Support for basic end-user issues:</li> <li>Provide general product information,</li> <li>Collect relevant technical problem identification, details, or information and perform base problem determination,</li> <li>Provide basic Support on the standard Company products and features, with the ability to perform defined software configuration.</li> </ul>
Level 2	In-depth technical support	<ul> <li>If no solution is available, level 1 personnel escalate incidents to Level 2.</li> <li>Experienced and knowledgeable technicians assess issues in the product and provide solutions for problems</li> <li>Resolve the majority of misconfigurations, troubleshoot and simulate complex configuration and software problems,</li> <li>Support problem isolation and determination of the Company product specification defects,</li> <li>Provide advanced Support for all products, protocols, and features,</li> <li>Ability to analyze traces, diagnose problems remotely, and provide Customer with complete steps to reproduce a problem.</li> <li>If no solution is available, Level 2 support escalates the incident to Level 3.</li> </ul>
Level 3	Expert product and service support	Product expert technicians that attempt to duplicate Problems and define root causes:  • Provide software enhancements such as patches and Hotfixes, fixing or generating Workaround that addresses software bugs,  • Advanced configurations  • Able to work with Customers to resolve critical situations and build action plans with Customers to address complex issues.  Once a cause is identified, the company decides whether to create a new Fix, depending on the cause of the Problem



The following section defines the rules and responsibilities between the Customer and the Company:

### **Customer Responsibilities:**

- Customer should manage and be accountable for Level 1 and 2 Support availability.
- Customer should provide all necessary information and assistance related to service performance that allows the Company to meet the performance standards as outlined in this document.
- Customer should perform a technical analysis that shows a reasonable claim that the issue is related to Company-licensed Services and/or Products.
- Customer should maintain a Test Environment which will be used to validate the Company licensed Services and/or Products for the Customer devices and platforms before implementation of the updates on the Production environment.
- Customer shall inform the Company regarding changing business requirements that may necessitate a review, modification, or amendment of the SLA.
- Customer will inform the Company at least 10 Business Days in advance for updates of 3<sup>rd</sup> Party services to Company Products.
- Customer shall provide AWS environment for ISP Cloud as per product requirements including admin access for support and maintenance.

### **Company Responsabilities**

- Company will be accountable to perform Level 3 Support availability.
- Company will act as primary support Company of the licensed Services and/or Products herein identified except when third-party vendors are employed who shall assume appropriate service support responsibilities accordingly.
- Company will inform Customer regarding scheduled and unscheduled service outages due to maintenance, troubleshooting, disruptions, or as otherwise necessary.
- Company support language will be English.



### LIMITATIONS OF SUPPORT

Company will have no obligation to provide Technical Support for Software in the following cases: (i) Software that has been modified by anyone other than Company or its authorized representative; (ii) Problems caused, directly or indirectly, by negligence, abuse, or misapplication, use of the Software or hardware other than as is specified in the applicable Company documentation, or other causes beyond the control of Company including, but not limited to damage caused by fire, lightning, accident, flood, or other similar causes, unsuitable physical environment, and improper service by someone other than Company or its authorized representative; or (v) any third party software or hardware.

Company will not be responsible for any changes, including without limitation the cost of any changes, to the Customer's hardware or software which may be necessary to use the Software or hardware including without limitation due to an upgrade, fix, Workaround, or update.



# **Contact Methods**

# **Company Support**

The following contact methods are provided by the Company to the Customers,

- Ticket System: <a href="https://securingsam.zendesk.com/">https://securingsam.zendesk.com/</a>
- Email: <u>Support@securingsam.com</u>
- Toll-Free Phone Numbers:
  - o US + Canada: +1 (844) 986-5322
  - o Israel: +972 (2) 372-4216