



CYBERDEFENSE.AI, Customer Support, and Service Level Agreement

Policy date: MAY 09, 2022

Capitalized terms not defined in this CYBERDEFENSE.AI Enterprise the customer Support and Service Level Agreement (“Terms”) have the meanings set forth in the Enterprise Subscription Agreement, between CYBERDEFENSE.AI and the customer or PARTNER.

1. DEFINITIONS

1.1. “Affected the customer Ratio” is calculated as follows:

Affected
customer ratio

$$\frac{\text{Unique users as measured by IP address affected by the downtime incident}}{\text{total unique users as measured by IP address}}$$

1.2. “Claim” means a claim submitted by the customer to CYBERDEFENSE.AI pursuant to these Terms.

1.3. “Customer Planned Downtime” means downtime in minutes expressly specified to CYBERDEFENSE.AI by the customer, including, but not limited to, any time for which the customer has requested that Service access be suspended from their environment.

1.4. “Incident” means any set of circumstances resulting in an observable or reproducible degradation of the Service.

1.5. “Issue” means any set of circumstances resulting in a failure to meet a Service Level.



1.6. "Outage Period" is the number of downtime minutes resulting from an Unscheduled Service Outage.

1.7. "Major Issue" means any Issue in which the Service is significantly impaired and unavailable from multiple ISPs (e.g., a situation where one or more of the customer's websites are inaccessible to End Users in multiple geographies).

1.8. "Local Issue" means any Issue in which the customer experiences a repeated inability to use the Service from a single ISP (e.g., a localized denial of service issue limited to a single website or even a single server).

1.9. "Minor Issue" means any non-urgent Issue that, while potentially Service impacting, does not prevent the customer's use of the Service in any material way (e.g., minor bugs or reports of unexpected behavior).

1.10. "Informational request" means any general question related to CYBERDEFENSE.AI's products or services. For example, purely informational requests, reports, usage questions, clarifications regarding documentation, or any feature enhancement suggestions.

1.11. "Scheduled Availability" means the total number of minutes in a given month, minus any of the customer's Planned Downtime.

1.12. "Service Levels" means the service level commitments set forth in Section 2 of these Terms and any other standards that CYBERDEFENSE.AI chooses to adhere to and by which it measures the level of service provided to the customer.

1.13. "Unscheduled Service Outage" means an interruption to the Service that was not previously communicated to the customer, and that results in the customer's websites being unavailable to its own End Users. Unscheduled Service Outages exclude any: (i) the



customer Planned Downtime; and/or (ii) any downtime caused by an SLA exclusion listed in Section 8.1 below.

2. SERVICE LEVEL COMMITMENT

2.1. Measurable Performance Enhancement. The Service will serve the customer Content measurably faster than the customer's websites would serve the customer Content without the use of the Service.

2.2. 100% Uptime. The Service will serve the customer Content globally 100% of the time.

2.3. Penalties. If the Service fails to meet the above service level commitments, the customer will receive a credit from CYBERDEFENSE.AI as set forth in Section 9 of these Terms (the "Service Credit").

3. ACCESS TO SUPPORT

3.1. the customer will utilize CYBERDEFENSE.AI's online account interface to manage and configure the Service.

3.2. CYBERDEFENSE.AI will provide the customer with access to an online customer support center where the customer may: (i) open a Claim; (ii) send CYBERDEFENSE.AI information to aid in the resolution of any issues with the Service; (iii) check on the status of open Claims; (iv) track any correspondence between the customer and CYBERDEFENSE.AI support engineers; and (v) access other informational resources to resolve issues with the Service.

3.3. CYBERDEFENSE.AI will make available a dedicated team of telephone support engineers to whom the customer may report and resolve potential issues.



3.4. Additional information regarding support options may be found at <https://cyberwall.ai/contact-us>

4. SCOPE OF the customer SUPPORT

4.1. CYBERDEFENSE.AI will provide the customer with the onboarding and technical support services associated with the customer’s package as set forth on CYBERDEFENSE.AI’s website located at <https://dashboard.cyberwall.ai/waf/your-domain/overview> (upper left corner).

4.2. Customer support does not include code development or debugging the customer’s websites or software.

4.3. Only the customer’s Authorized Users may submit Claims to CYBERDEFENSE.AI for security reasons.

5. CUSTOMER SUPPORT RESPONSE TIMES AND AVAILABILITY

5.1. CYBERDEFENSE.AI’s initial response times (listed below) vary based on the customer success offering purchased by the customer and the severity of the Claim. CYBERDEFENSE.AI is committed to responding within the timeframes described below, as measured from the customer initiation of a Claim.

	Vars	Custom
Major Issue	< 30 minutes	< 4 hour
Local Issue	<2hours	< 12 hour
Minor Issue	< 24 hours	< 24 hours
Informative request	< Max 24 hours	< 48 hours



If the customer is unsure of the success offering associated with the customer's CYBERDEFENSE.AI account, the customer may be found at <https://dashboard.cyberwall.ai/waf/your domain/overview> (upper left corner) or by email <https://dashboard.cyberwall.ai/waf/your domain/support> for details.

5.2. Emergency Telephone Support is available all day, every day, for Majors Issues only. Online support is available all day, every day, for all other Issues regardless of severity.

6. RESOLVED QUERIES

6.1. Following CYBERDEFENSE.AI's initial response to a Claim, CYBERDEFENSE.AI will work with the customer to identify and resolve any and all issues. CYBERDEFENSE.AI will consider a Claim to be resolved if: (a) the customer agrees that the Issue is resolved; (b) The source of the Issue lies with a third party, in which case, CYBERDEFENSE.AI will continue to assist the customer and act as a resource to the customer while the customer works with the third party to resolve such Issue; or (c) the customer does not respond to a query or request from CYBERDEFENSE.AI regarding an Issue after seven (7) consecutive calendar days. Notwithstanding the foregoing, with respect to Section 6.1(c) above, CYBERDEFENSE.AI will re-open the Issue if the customer contacts CYBERDEFENSE.AI any time after the Issue was deemed closed by CYBERDEFENSE.AI to report that the Issue has not yet been resolved.

7. SERVICE CREDIT CLAIMS

7.1. To be eligible to submit a claim, the customer must first have notified CYBERDEFENSE.AI of the specific Incident and provided notice of its intention to submit a Claim, using one of the methods set forth in Section 3, within five (5) business days following such Incident.

7.2. To submit a Claim, the customer must contact CYBERDEFENSE.AI as detailed above in Section 7.1; the customer must provide to CYBERDEFENSE.AI, reasonable details, and



sufficient evidence to support any Claim, including but not limited to, detailed descriptions of an Incident, the duration of such Incident, network traceroutes, the URL(s) affected, and any steps taken, or attempts made, by the customer to resolve the Incident. the customer must submit a Claim before the end of the billing month immediately following the billing month in which the Incident which is the subject of such Claim occurs.

7.3. CYBERDEFENSE.AI will use all information reasonably available to it to validate a Claim and make a good faith judgment on whether a Service Credit applies to such a Claim.

8. SLA EXCLUSIONS

8.1. This SLA does not apply to any performance or availability issues: (a) Due to events outside of CYBERDEFENSE.AI's control, including but not limited to, Issues caused solely by

- (i) the customer's or its End Users' hardware, software or connectivity issues;
- (ii) corrupted the customer Content;
- (iii) acts or omissions of the customer, its employees, agents, contractors, or vendors; or
- (iv) a third party gaining access to the Service by means of the customer's Authorized Users' accounts or equipment; (b) Caused by the customer's continued use of the Service after CYBERDEFENSE.AI has advised the customer to modify such use if the customer did not modify its use as advised; or (c) Occurring during beta and trial services, unless otherwise agreed to in writing by CYBERDEFENSE.AI.

9. SERVICE CREDITS

9.1. The amount and method of calculation of Service Credits is described below in Section 10.



9.2. Service Credits are the customer’s sole and exclusive remedy for any violation of the Service Levels.

9.3. The total amount of Service Credits awarded in any annual billing period shall not, under any circumstance, exceed six (6) months of the customer’s cumulative total Monthly Fees actually paid to CYBERDEFENSE.AI in such annual billing period.

9.4. Service Credits for this SLA will only be calculated against the customer’s fixed Monthly Fees.

10. SERVICE CREDIT CALCULATION

10.1. For any and each Outage Period experienced by the customer during a monthly billing period, CYBERDEFENSE.AI will provide a Service Credit calculated in accordance with the formula below that is applicable to the customer’s success package:

Service credit:

$$\frac{15 \times \text{Outage period in minutes} \times \text{Affected customer ration} \times \text{Current Monthly Fee.}}{\text{Scheduled availability in minutes}}$$

11. METHODOLOGY

11.1. CYBERDEFENSE.AI is not responsible for the comprehensive monitoring of the customer Content, and such responsibility lies with the customer. CYBERDEFENSE.AI will review and consider all supporting data on a reported Unscheduled Service Outage, provided to it by the customer, provided that such data was obtained using a commercially reasonable independent measurement system used by the customer.



11.2. CYBERDEFENSE.AI will use all reasonably available information to it in order to calculate the Affected customer Ratio during an Outage Period. This includes, but is not limited to, CYBERDEFENSE.AI's analysis of service data immediately prior to the Outage Period, in order to estimate the ratio of the customer's visitors who were affected during an Outage Period, at one or more of CYBERDEFENSE.AI's global data centers.

END
