

Terms and Conditions for Technical Support of Bitdefender Products

Technical support for Consumer Products

1. First Level of Support is provided by the distributors or resellers (“Partners”) under these conditions:

The **Partner** shall provide First Level of Support for all the Consumer Products sold.

- *Description*: : Presales Technical support assistance, Deployment and pre-deployment support assistance and Technical support assistance provided to clients;
- *Channels*: phone, e-mail, or online assistance within the business hours, on premise assistance.
- *Required actions*:
 - End-user assistance according to recommended Bitdefender documentation;
 - Troubleshooting knowledge: step-by-step support investigation according to Bitdefender Business Tier1 Troubleshooting Flowchart, product documentation, Knowledge Base and other information made available by Bitdefender;
 - data gathering for further escalation to Bitdefender Business Technical Support, for Second Level of Support;
 - Partner shall inform monthly, Bitdefender about its SLAs and the conditions of providing technical support services for its clients.
 - Partner shall have the obligation to attend all the trainings made available by Bitdefender through its eLearning platform and obtain all the certifications.

If Partner fails to comply Bitdefender has the right to withdraw or decrease the Technical Support Margin.

If the Partner has not start selling a Product or the Partner does not obtain the certifications, within 1 month from Effective Date, Bitdefender has the right to withdraw that specific Product from the business c o n d i t i o n s established by this Business Terms Sheet and agree separately the new conditions for selling this Product through a written addendum.

2. Second level of Support is provided by Bitdefender to its Partners:

Bitdefender shall provide the Partner with Business Second Level Support for Consumer Products as:

- *Description*: technical assistance provided by Bitdefender Business Technical Support for Partner;
- *Channels*: phone, e-mail, or other type of online assistance;
- *Required actions*:
 - Partner assistance according to recommended Bitdefender documentation;
 - Troubleshooting knowledge: advanced support investigation according to Bitdefender documentation, support tools information, other technical data provided by Bitdefender Product Delivery;
 - Escalation to Level 3 Support and Bitdefender Product Delivery (Testing, Development and Product Management);

Technical support for Business Products

1 First level of support is provided by the Partners under these conditions:

Description of First level of support:

Pre-sales Technical Support assistance covering questions related to end-user infrastructure technical assessment and compatibility;

Deployment and pre-deployment support assistance, including remote or manual install with on-site delivery (if the customer requires so);

Technical support assistance provided to clients or resellers, sub-distributors covering but not limited to, product technical configuration settings, malware detection and removal, feature request gathering and reporting.

Required channels for offering First level of support:

Phone system in place with IVR and recording capabilities;

E-mail, Customer Relationship Management (CRM) or ticketing system in place with history recording capabilities and a clear end-user database

Online assistance capabilities including web form and live chat within the business hours On-site assistance if its inquired by the end-user

Required actions for offering First level of support:

End-user assistance according to recommended Bitdefender guidelines and documentation Distributor will have to train and certify at least one Bitdefender Support Administrator as described in the Exhibit A – Terms and conditions for Technical Support

Required troubleshooting knowledge for offering First level of support:

Partner Support Administrator will have to follow and acknowledge on-line or on-site trainings for Bitdefender Certified Support Engineer exam

Partner Support Administrator will have to pass the Bitdefender Certified Support Engineer exam for every product for which the Partner will be licensed to sell

Partner Support Administrator will have to follow the step-by-step support investigation flow according to the Partner Troubleshooting Guide

Partner Support Administrator will have to acknowledge and use the Bitdefender product documentation

Partner Support Administrator will have to acknowledge and use the Bitdefender Knowledge Base Articles and other information made available by Bitdefender

Partner Support Administrator will have to acknowledge and use the Partner Technical Support Guide in order to properly perform data gathering and escalate issues to the Business Support Level 2.

Required reporting for First level of support:

The Partner shall inform monthly, Bitdefender about his SLAs and the conditions of providing technical support services for his clients

The Partner shall inform monthly Bitdefender about his Customer Satisfaction Index (CSI) rate. The Partner shall maintain, increase and adjust his Customer Satisfaction Index (CSI) rate if it's below 80 % (eighty per cent)

2 Second level of support provided by Bitdefender to its Partners

Description of Second level of support:

Bitdefender shall support Partner for any product misconfigurations that are not described in the Bitdefender Certified Support Engineer training

Bitdefender shall support Partner for any product engine or malware signature malfunction, known product issues, product bugs or product features

Bitdefender shall support Partner for removing advanced malware disinfection present in the end-user infrastructure

When needed, Bitdefender shall support Partner with escalation to Level 3 Support and Bitdefender Product Delivery (Testing, Development and Product Management)

Second level of support Channels offering:

Bitdefender shall offer support via phone, e-mail, or other type of online assistance

Required actions for receiving Second level of support:

Partner assistance according to recommended Bitdefender documentation;

Troubleshooting knowledge: advanced support investigation according to Bitdefender documentation, support tools information, other technical data provided by Bitdefender Product Delivery;

Support Hours

Bitdefender's support to Partner will be available from 9 AM to 6 PM (same time zone as in Territory), Monday to Friday excluding holidays.

Bitdefender Support to Partner may be provided in English, German and Romanian.

Support shall be initiated by Partner communicating a problem regarding the Bitdefender Software. Such a Problem report shall be submitted to Bitdefender by sending an email to Bitdefender supplied support email address and it shall include at least the following information:

Product: In which Bitdefender product did you find the Problem? Version: In which Bitdefender product version did you find the Problem Settings and configurations being used for Bitdefender Product.

Appropriate error logs, reports, and possible debugging dumps

OS: On which Operating System (OS) did you find this Problem (e.g. Linux, Windows 7, Windows Server 2003 SP2)

Steps to Reproduce and Reproduction material: The minimal set of steps and materials (problematic files, susceptible updates, test case reproduction software etc.) necessary to trigger the bug. Include any special setup steps. Steps to reproduce will be provided whenever possible and Partner understands the bug may not be fixable without steps to reproduce.

Actual Results: What the application did after performing the above steps.

Expected Results: What the application should have done, were the bug not present.

Additional Information: Any other information that is essentially required to reproduce and investigate the Problem or that may be reasonably requested by Bitdefender

Bitdefenders' Suggested Severity Levels

"Severity 1" means an error in Bitdefender software that: (1) renders an End User's copy of the Bitdefender Product inoperative; or (2) causes the Bitdefender Product to fail catastrophically (system down condition) in the End User's environment.

"Severity 2" means a high impact error in the Bitdefender Software that materially restricts the use or performance of the Bitdefender Product by Partner Customers. A problem which significantly impacts Partners customers' ability to perform tasks, the severity of which is significant and may be repetitive in nature and has an impact on the timely performance of tasks.

"Severity 3" means a, error in the Bitdefender Software that causes minor impact on the use of the Bitdefender Product.

"Severity 4" means a question about the Bitdefender Software use or implementation or a feature request.

Bitdefender will announce public with six (6) months' notice that it is discontinuing support for any version of the Bitdefender Software. Notwithstanding the foregoing, support is provided for the then-current release of the Bitdefender Software and the immediately prior sequential release for a period of at least twelve (12) months from the date of the current release.

The following are excluded from Bitdefender's Support: (a) where the Bitdefender Software is used on or in conjunction with hardware or software other than as specified in the Bitdefender documentation; (b) any problems arising from non-Bitdefender code; (c) defects in the Bitdefender Software due to accident, hardware malfunction, abuse or improper use; (d) any version of the Bitdefender Software for which Support has been discontinued by Bitdefender; (e) evaluation software or other software provided at no charge; and (f) any software provided separately by Bitdefender, including, without limitation, tools delivered to Partner as a result of any professional services delivered by Bitdefender.

Upon evaluation of error report by Bitdefender and after determining that a defect exists in the Bitdefender software, the appropriate Severity Level will be assigned by Bitdefender. Bitdefender shall then provide Tier 2 support to Partner solely for the Bitdefender software during the business hours and substantially in accordance with the procedures described below. Bitdefender shall respond to Partner requests for Tier 2 support by e-mail, telephone, facsimile and/or on-line service (if available). In connection with such service, Bitdefender shall use reasonable efforts to acknowledge/respond to Partner requests for support service within the following response times within Business Days:

Severity 1 - 8 business hours

Severity 2 - 12 business hours

Severity 3 - 24 business hours

Severity 4 - 48 business hours

Business days exclude all public holidays in Romania.

Bitdefender Support Tiers

"Tier 1 Support" means the entering of data into the case log describing the problem and assigning a severity to the case and providing a resolution and, based on feedback, "close" the case. A resolution consists generally of one of the following: an answer to a question, a suggestion of how to accomplish a particular task or a workaround to a program issue. For those problems not solved by Tier 1 Support, the problem then progresses to Tier 2 Support.

"Tier 2 Support" means the following up by answering questions, reporting the status of a pending issue, updating expectations, or obtaining more information about a pending issue; attempting to provide workarounds to address the problem within the time limits set forth in the section below; in situations where a program is not operating as documents, reporting the problem to the applicable party's quality assurance organization and escalating unresolved support requests to Tier 3 and working closely with Tier 3 personnel to analyse, understand and resolve difficult issues; verifying that a pending issue can be "closed" when a satisfactory resolution has been provided to customer. For those problems not solved by Tier 2 Support, the problem then progresses to Tier 3 Support.

"Tier 3 Support" means an extreme case where no workaround is available and Partner support request is a critical problem and the problem results from a defect in the program. Tier 3 Support may include providing a program patch to resolve a problem.

Support Services shall not at no time include any provision of support services to any End User by Bitdefender unless specifically agreed in writing between the Bitdefender and Partner.