



Terms and Conditions for Level 1st Technical Support Competence For Bitdefender Business Solutions

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Overview

THESE TERMS AND CONDITIONS FOR TECHNICAL SUPPORT (“Terms”) are agreed between Bitdefender and the Partner (either a distributor or reseller of Bitdefender Solutions) and shall govern business relation between the Parties. The present Terms set forth the terms on which Partner will provide Technical Support to End-customers where Partner sold Bitdefender Business Solutions. For good and valuable consideration, the Parties agree as follows:

First Level of Support is provided by the Partners for all the Business End-customers where Partner sells Bitdefender Business Solutions, according to these Terms.

Second Level of Support is provided by Bitdefender to the Partners for Bitdefender Business Solutions.

Roles and Responsibilities

Partner

Partner shall offer accurate data and make sure that all resources declared available will be in place for the entire period of the agreement of the Partner with Bitdefender or any of its authorized distributors (“Agreement”).

Partner shall provide periodical data on Bitdefender request and will also notify Bitdefender about any change in the technical support capability offering.

Partner agrees to comply with the Bitdefender Support Policies available at: <http://www.bitdefender.com/site/view/enterprise-support-policies.html>.

Bitdefender

Bitdefender shall keep all received data confidential and use it for exclusive purpose of validating the technical support capabilities of the Partner.

If Bitdefender shall update support materials in E-Learning platform (if needed), shall notify the Partner about new certifications that need to be obtained.

Bitdefender shall send information about new materials or close expiry date of the certification.

After the initial validation of the Partner, Bitdefender reserves the right to perform periodical quarterly audits on technical support provided by Partner to end End-customers, and requests additional data for validation and/or auditing.

Bitdefender will public announce on its websites, with six (6) months’ prior notice that it is discontinuing support for any version of the Bitdefender Business Solutions.

Exclusions

The following are excluded from Bitdefender's Support responsibilities: (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 non Bitdefender software provided separately by Bitdefender, including, without limitation, tools delivered to Partner as a result of any professional services delivered by Bitdefender.

Service Delivery

First Level of Support

First level of Support is delivered by Partner and denotes technical assistance offered to the End customer or prospective end customer, according to Bitdefender Support Policies, and may include following activities:

- Use of Solution documentation;
- Gather and analyse information about the end customer's issue and determines the best way to mitigate the issue;
- Filter Help Desk calls and email requests, and provide basic support and troubleshooting;
- Follow the step-by-step support investigation flow according to Bitdefender Support Policies. Use the Bitdefender Support Policies provided by Bitdefender in order to properly perform data gathering and escalate issues to the Business Support Level 2.

Second Level of Support

Second level of support is delivered by Bitdefender to Partners and denotes the following activities:

- Support to Partner for any Solution misconfigurations that are not described in Bitdefender technical support materials from e-learning application or Bitdefender Self Help Portal.
- Support to Partner for any Solution engine or malware signature malfunction, known Solution issues, Solution bugs or Solution features.
- Support to Partner for removing advanced malware disinfection present in the end-customer infrastructure.
- Assistance according to Bitdefender Support Policies.
- Troubleshooting knowledge: advanced support investigation according to Bitdefender documentation as provided in the eLearning training module, support tools information, other technical data provided by Bitdefender Solution Delivery.

Bitdefender Second level of Support availability hours and languages are presented in Bitdefender Support Policies

Required knowledge

Partner will have to:

- Follow and acknowledge on-line and/or on-site trainings for Bitdefender Certified

Support Engineer exam.

- Pass the Bitdefender Certified Support Engineer exam.
- Acknowledge and use the Bitdefender Solution documentation available in the Elearning training module.
- Acknowledge and use the Bitdefender Knowledge Base Articles and other information made available by Bitdefender.
- Know how to provide advanced support investigation according to Bitdefender documentation using support tools information and other technical data provided by Bitdefender.

Workflow

Second Level 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:

Solution: In which Bitdefender Solution did you find the Problem?

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

First Level Support Responsibilities

First Level Support Engineers represent the Partner engineers who offer technical support to End customer while submitting a support ticket by phone or email. First Level Support responsibilities include:

- Accurately understand End-customer issue and log it in the ticketing tracking system with End-customer contact details
- Offer a first resolution if the situation reported by End-customer is a known-issue or a how-to issue
- Create a support case for troubleshooting tracking purposes
- Clearly communicate the support ticket id used to identify End-customer case
- Keep End-customer account profile updated with ticket history and contact details

If issue is not solved by First Level Support, the ticket then progresses to Second Level Support.

Second Level Support Responsibilities

Second Level Support Engineers represent the Bitdefender engineers who will offer technical support and guidance to the End-Customer if the issue has been escalated from First Level Support. Their responsibilities include:

- Asses the reported technical support case from the End-customers' environment perspective
- Analyse and resolve support cases, primarily using the e-mail, remote assistance and phone
- When needed, collaborates with the escalation engineer for bug fixing and outstanding Solution issues

Third Level Support responsibilities

Third Level Support Engineers represent Bitdefender expert engineer who will offer technical support to end customers in extreme cases where no workaround is available and Partner support request is a critical problem and the problem results from a defect in the Bitdefender Solutions. Third Level Support may include providing a program patch to resolve a problem.

Contact Information

First Level Support can escalate cases to Second Level Support using the following Email address:

- gzn-gs@bitdefender.com for On Premise Bitdefender Business Solutions
- goldsupport@bitdefender.com for Cloud Bitdefender Business Solutions

Availability and Response Time

Partner will ensure technical support availability hours for minimum business hours of the specific country/region of the Partner (e.g. for Europe minimum business hours coverage means from Monday to Friday, from 9 am to 5 pm); this availability must be explicitly communicated by Partner on Partner website.

Partner shall ensure a regular response time for all incoming support enquiries, as well as monthly reporting on response time history, as part of his technical support performance measurement system.

The Partner shall send monthly reports related to Bitdefender cases, including but not limited to the following information: Level 1 support created cases, Level 2 support escalated cases, median time to answer to end customer for current month, median time to resolve to end customer for current month, end customer satisfaction index.

The technical support average response time during one month should be of 8 hours or less. In order to fulfil this requirement, Partner has to permanently ensure the corresponding staff coverage (minimum two dedicated full time equivalent staff but not less than the corresponding staff to cover the incoming enquiries volumes of the Partner).

Channels

Partner will have at least one live support channel available (either phone or chat) and communicates on his website which are the live support channels and how they can be used: a local phone number shown on his website and indicated as being the technical support phone number + availability hours and/or an online chat support service shown

on the Partner website and marked as technical support chat service plus the availability hours.

Bitdefender has the right to reassess the information correctness and availability of all live support channels communicated by the Partner or shown on his website by performing test calls/enquiries and/or mystery calling.

Tools

Partner technical support team members will use a ticketing application – an application that records information on each End-customer enquiry details (such as but not limited to: date and time of the enquiry, End-customer's name, person contacting the Partner, content of the enquiry, solution proposed, history of the replies exchange between Partner tech support employees and End customer, etc); at any time Bitdefender has the right to request to Partner a live demo of this ticketing application as well as volume related reports and screenshots from this application.

Severity Definitions

Severity level is a measure of the relative impact of an issue on end customer's systems or business, depending of the Bitdefender installed Solution. Accurately defining the severity of end customer's issue ensures a timely response and helps Bitdefender to understand the nature of the case. Bitdefender Business Technical Support is defining the following severities:

Severity 1

- Critical Business Impact (the business has stopped due to a Bitdefender Solution)
- System hangs or crash situations (BSOD, kernel panic)
- Most of infrastructure is unprotected
- Management console fails to start
- The network is inoperative or the email flow has stopped

Severity 2

- Major Business Impact (the business is severely impacted, but it can continue to operate)
- Solution failure resulting in a significant loss of protection
- Loss of management to a significant portion of the infrastructure
- Solution is not updated on a significant portion of the infrastructure

Severity 3

- Minimal Business Impact (the business is not affected)
- Minor function/feature failure that end customer can easily circumvent or avoid.
- Symptoms affect isolated parts of the environment.
- Minor function/feature failure that end customer can easily circumvent or avoid.
- Symptoms affect isolated parts of the environment.

Severity 4

- Trivial (the business is not affected)
- General requests for advice on Solution usage
- Clarification on Solution documentation or release notes
- Solution enhancement request.

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

Service Quality

The Partner shall inform Bitdefender monthly about his SLAs and the conditions of providing technical support services for his End-customer. The Partner shall inform Bitdefender monthly about his End-customer Satisfaction Index (CSI) rate. The Partner shall maintain, increase and adjust his End-customer Satisfaction Index (CSI) rate if it's below 80 % (eighty per cent).

Partner has on his website a section dedicated to technical support and including at least, but not limited to: 1) a contact form for End customers (with minimum tech support data such as email address and issue description text box); 2) an online support section with useful content for Bitdefender End customers including but not limited to frequently asked questions, knowledge base, self-help section which can be redirected the specific section of Bitdefender websites <http://www.bitdefender.com/support/business/> (if the language in which the Partner provides the support is included in Bitdefender Support Centre localizations).

Partner shall ensure a regular response time for all incoming support enquiries, as well as regular reporting on response time history, as part of his technical support performance measurement system.

Partner shall have a process in place to find info about Bitdefender End-customers satisfaction resulting in an End-customer Satisfaction Index - CSI in regards to the technical support Partner offers (e.g. questionnaires sent by email to End-customers, phone call campaigns for End-customer satisfaction, etc) and has aggregated reporting and follow up actions on this (e.g. all unsatisfied End-customers are called back to find a solution).

Final Clauses

The exchange of confidential information by Bitdefender and Partner will be governed by the Agreement in effect between the parties.

All Intellectual Property Rights and all software, technology, and deliverables and documentation developed or provided by Bitdefender are and remain Bitdefender property.

The present document is accompanied by the detailed information (reports, screenshots, etc) provided to Bitdefender as supporting documentation or any other phases mentioned in this document.

The warranty with respect to the Bitdefender Services and Solutions is described in Bitdefender License and Services Agreement provided with each Solution. Bitdefender does not extend any additional warranties, express or implied, expressly waives any and all claims to damages.

Bitdefender does not warrant that the Services will be uninterrupted or error free or that the errors will be corrected. Bitdefender does not warrant that the Services will meet your requirements. This

limited warranty is void if the defect has resulted from accident, abuse, or misapplication. EXCEPT AS EXPRESSLY SET FORTH IN THIS AGREEMENT, BITDEFENDER DISCLAIMS ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, WITH RESPECT TO THE SOLUTIONS, ENHANCEMENTS, MAINTENANCE OR SUPPORT RELATED THERETO, OR ANY OTHER MATERIALS (TANGIBLE OR INTANGIBLE) OR SERVICES SUPPLIED BY HIM. BITDEFENDER HEREBY EXPRESSLY DISCLAIMS ANY IMPLIED WARRANTIES AND CONDITIONS, INCLUDING, WITHOUT LIMITATION, THE IMPLIED WARRANTIES OF MERCHANTABILITY, DAMAGES FOR LOSS OF GOODWILL, WORK STOPPAGE, LOSS OF DATA, COMPUTER FAILURE OR MALFUNCTION FITNESS FOR A PARTICULAR PURPOSE, TITLE, NON INTERFERENCE, ACCURACY OF DATA, ACCURACY OF INFORMATIONAL CONTENT, SYSTEM INTEGRATION, AND NON INFRINGEMENT OF THIRD PARTY RIGHTS BY FILTERING, DISABLING, OR REMOVING SUCH THIRD PARTY'S SOFTWARE, SPYWARE, ADWARE, COOKIES, EMAILS, DOCUMENTS, ADVERTISEMENTS OR THE LIKE, WHETHER ARISING BY STATUTE, LAW, COURSE OF DEALING, CUSTOM AND PRACTICE, OR TRADE USAGE.

IN NO CASE SHALL BITDEFENDER'S LIABILITY EXCEED THE PURCHASE PRICE PAID BY END-CUSTOMER FOR THE SERVICES.

GENERAL. This Agreement will be governed by the laws of Romania and by international copyright regulations and treaties. The exclusive jurisdiction and venue to adjudicate any dispute arising out of these Terms shall be of the courts of Romania.

In the event of invalidity of any provision of this Agreement, the invalidity shall not affect the validity of the remaining portions of this Agreement.

Bitdefender and Bitdefender logos are trademarks of Bitdefender. All other trademarks used in the Solution or in associated materials are the property of their respective owners. Your right to be provided with the purchased Services will terminate immediately without notice if you are in breach of any of its terms and conditions. You shall not be entitled to a refund from Bitdefender or any resellers of Bitdefender as a result of termination. The terms and conditions concerning confidentiality and restrictions on use shall remain in force even after any termination.

Bitdefender may revise these Terms at any time and the revised terms shall automatically apply to the corresponding versions of the Software distributed with the revised terms. If any part of these Terms is found void and unenforceable, it will not affect the validity of rest of the Terms, which shall remain valid and enforceable.

In case of controversy or inconsistency between translations of these Terms to other languages, the English version issued by Bitdefender shall prevail.