

kaspersky

**Kaspersky Industrial
Cybersecurity Maintenance
Service Agreement
Executive**

KICS MSA Executive

1. General terms and conditions

Herein is given a list of technical support cases, in relation to which Kaspersky will provide assistance to the owner of the Extended Technical Support Certificate of the level Maintenance Service Agreement (MSA) Executive for the Kaspersky Industrial Cybersecurity (KICS) product line.

This KICS MSA Executive support program is aimed at providing the End User with technical support of enhanced quality, as compared to the terms of standard Technical Support carried out in accordance with the Kaspersky End User License Agreement, which determines the terms of utilizing the software Product by the End User.

2. Definitions

“Company Account” shall mean web-based Kaspersky Technical Support request processing system

“Product(s)” shall mean software product(s) of Kaspersky Industrial Cybersecurity products family, which the Customer has purchased, deployed and installed in accordance with the terms of a License Agreement between Kaspersky and the Customer, and for which the Customer has concluded a License Agreement.

“End User”, “User”, “Customer”, (You / Your) shall mean an organization, which has a functioning license to the Product that is supported in accordance with to this Program.

“Incident” shall mean any event reported by the Customer, which is not part of the standard operation of a Product and which causes, or may cause, an interruption to, or a reduction in, the quality of service provided by the Product.

“Local Time” shall mean the time zone of the Kaspersky Local Office

“Problem” shall mean an unknown underlying cause of one or more Incidents. It becomes a Known Error when the root cause is known and a temporary workaround or permanent alternative has been identified.

“Known Error” shall mean a Problem that becomes a Known Error when the root cause is known and a temporary workaround or permanent alternative has been identified.

“Product Error” shall mean undeclared behavior of the Product.

“Service Request” shall mean a request from a Customer for support, delivery, information, advice or documentation, which is not related to an incorrect functioning or non-functioning of the Product(s).

“Virus Outbreak” shall mean a Customer crisis situation, where a virus undetected by the Product(s) with the latest antivirus bases and executable modules is affecting technology process continuity and/or a large number of Customer’s end- users. Virus Outbreak is a product-related Incident.

“Malware-related Incident / Virus Incident” shall mean not product-related Incident, requiring Kaspersky to provide recommendations on particular malware removal, and/or malware descriptions, and/or special malware removal tools.

“Incident Severity/Urgency” shall mean a measure of the business criticality of an incident or problem based on the business needs of the Customer. See Appendix for more details.

“Response time” shall mean the elapsed time measured from the moment of any incident receipt till qualified answer to the initiator (via support system, email or phone).

“Update” shall mean Kaspersky-issued anti-virus databases with new virus signatures or modification of the Product’s executable modules, which enhances its performance and/or expands its functionality.

“Upgrade” shall mean a Product update associated with assigning a new version number.

“Workaround” shall mean a procedure that may serve as a temporary solution to an incident.

“False Alarm”, “False Positive” shall mean a situation when the Product erroneously detects a safe file as an infected one.

1. Description of KICS MSA Executive support program

Technical support relating to product operations as well as acceptance of post- incident maintenance requests are implemented by the means of:

- Kaspersky Technical Support web portal with acceptance of requests 24 hours a day, 365 days a year
- Priority telephone line, depending on the urgency:
 - for Severity Level 1 and Severity Level 2 requests, 24 hours a day, 365 days a year;
 - for requests of levels 3–4, business hours of the Kaspersky Local Office.
- Email (only when having issues accessing Company Account), acceptance of requests 24 hours a day, 365 days a year
- Assigned Technical Account Manager, during business hours, local time

Incident processing

Processing incidents via Company Account web panel

Web-based Kaspersky Technical Support request processing system is available at: <https://companyaccount.kaspersky.com>

By the means of this system, Customer can take advantage of:

- access to personal account in order to create, update and monitor incidents;
- technical support and consulting in relation to incidents that may occur during Product installation, configuration and functioning;
- technical support in relation to disinfecting files tampered by malware, as well as to removing malware from Customer's computers protected by the Product with latest anti-virus databases.

Processing incidents by phone

Technical Support by phone is only available to the authorized contact persons of the Customer.

Response times

Kaspersky guarantees the following response times, depending on the urgency of customer's request:

Severity level	Response time
Level 1	30 minutes*
Level 2	4 hours*
Level 3	6 working hours
Level 4	8 working hours

*Phone call is required during out of business hours incl. weekends and holidays

Requests from the customers, who owns the KICS MSA Executive certificate, are assigned with higher priority compared to requests from other customers.

The urgency level is determined by the category chosen by the customer (using the drop down list in the Company Account) when contacting Technical Support and the gist of the incident. Kaspersky reserves the right to revise the request's urgency level if the severity of the case as specified by the customer is not confirmed. The list of urgency levels with descriptions is provided in the Appendix.

Incident resolution control

At any moment, an incident can be either on the Customer's side (i.e. Customer is taking actions that will promote/expedite the resolution of the issue by Kaspersky) or on Kaspersky side.

An incident is on the Customer's side when Kaspersky requests information from the Customer. When Customer provides the requested information to Kaspersky, the Incident is considered to be on the side of the latter. The period during which the incident may be on the Customer's side, is limited to 1 month. In case the Customer's response is overdue, the incident is closed by timeout.

Kaspersky is only responsible for the time during which the incident is on their side.

Dedicated Technical Account Manager (TAM).

Technical Account Manager (TAM) is an employee of Kaspersky which is assigned to particular customer with the purpose of maintaining an integrated channel of communication. TAM manages processing of all the customer incidents. The responsibilities of Technical Account Manager are determined as follows:

- organizing communication for processing incidents by Kaspersky technical teams;
- notifying Customer of the current status of incidents; providing quarterly reports;
- supervising the progress of tasks related to Customer requests and implementing timely escalations when processing requests;
- support of the Customer's IT department in relation to recommendations and instructions given by Kaspersky specialists;
- analytical working cooperation with the Customer in order to resolve current technical and operational incidents.

TAM is accessible during business working hours Monday to Friday from 10 a. m. till 6:30 p. m.* local time by landline phone, by cellular phone and by email. If the TAM is unavailable (Outside of normal business hours including weekends) the Customer's requests are directed to the manager-on-duty on the MSA Technical Support line.

Business working hours may vary depending on the region, check your Kaspersky Maintenance Service Agreement certificate for details.

Customer assigns contact persons (in accordance to Additional terms of support) for communication with Kaspersky, and shares with the latter his or her contact details (email, telephone number and others if available) for consistent and efficient collaboration in connection with incident resolution.

Quality management

Incident escalation and claim management

Reclamations concerning quality of technical support are accepted according to the following scheme:

Escalation level	1	2	3
	Technical Account Manager	Head of support team, Kaspersky Regional office	Business Account Manager (Business Contact)

Customer may escalate unresolved incidents in case it is currently on the Kaspersky side.

Anti-virus database release by customer's request on malware incident or false positive

In case of a false negative (when an infected file is identified by the Product as safe) or, oppositely, a false positive, on condition that the latest available anti-virus databases are utilized, Customer may request to make changes to anti-virus signatures of the Product. Kaspersky provides Customer with the update of the Product that will ensure correct detection of the file.

Kaspersky implements the following activities:

- Processing requests concerning anti-virus databases release (carried out by a dedicated group of specialists in a 24/7/365 mode)
- Release of high-priority (expedited) updates for the owners of certificate for KICS MSA Executive
- Informing Customer about the progress of their requests by Technical Account Manager

Provision of the public and private patches

- Processing requests concerning the release of patches and private fixes (carried out by a group of engineers dedicated for KICS requests)
- Informing Customer about the progress of their requests by the means of Technical Account Manager

Kaspersky will apply commercially reasonable efforts to release a private program correction code (private patch). Codes of program correction are released according to the product support lifecycle break down of the Support Service Terms and Conditions (an up-to-date version is available at: https://support.kaspersky.com/support/rules#en_us).

The terms of using private program corrections are a subject of the License Agreement between Kaspersky and the Customer.

Health Check service

Customer with KICS MSA Executive certificate is entitled to a Health Check service once a year during the certificate term. The Health Check service is an audit of Kaspersky product parameters to identify if they meet Kaspersky best practices and recommendations. As a deliverable, Customer will receive a check list with findings and recommendations provided by Technical Account Manager. The date and delivery circumstances should be agreed upon at least two weeks in advance.

On-site visits

Customer is entitled to an on-site visit twice a year during the certificate term (not more than 1 work day for each visit). During these visits, Technical Account Manager may help Customer with incident resolution. Service details, circumstances and dates should be agreed upon, at least two weeks before visiting. The transfer and accommodation are at the expense of the Customer.

Additional terms of support

Customer can assign up to 8 (eight) contact persons authorized to initiate requests to Kaspersky Technical Support. A list of authorized contact persons should be defined at time of support activation. To change a list of authorized contact persons Customer should send a written request via Company Account.

Customer can register unlimited number of incidents.

Some incidents may require reproduction on Kaspersky side with the purpose of testing and verifying a virus infection or a product error.

Customer should provide Kaspersky with all information necessary and specific software or hardware, which may be necessary for reproducing the condition under which the incident will re-occur and could be examined. This may be needed if Kaspersky does not have the necessary software or hardware available.

Kaspersky will endeavor to reproduce the incident as soon as all of the necessary information and software and/or hardware is provided.

If the incident could not be reproduced, Customer should grant to Kaspersky specialists supervised remote access to the malfunctioning system.

If the incident cannot be reproduced by either party, or Customer did not grant access to the network environment where the incident could be reproduced, or if it is detected that the incident's cause lies beyond the Product, the incident cannot be classified within this Support Program.

Limitations of technical support program

KICS MSA Executive support program does not include the following:

- Development of new product functionality at the request of a User.
- Improvement of the performance and configuration of a User's device
- Disinfection of computers that are infected with malware (including mitigation of the effects of infection)
- Requests for a description of malware
- After-hours support except 1 and 2 severity levels' incidents
- Questions regarding third-party apps and/or operating systems
- Use of third-party patches for operating systems and applications to fix vulnerabilities
- Integration of Kaspersky products with third-party software
- Configuration of Products
- Advice on configuring network security in general
- Teaching how to work with Products
- Demonstration, deployment, and any instructions on deploying Products
- Changing configurations and testing the performance of Products

Some services that are not included in support program may be offered as individual paid services.

Technical support program shall not be implemented in case of the following incidents;

- incidents already resolved for the Customer (i.e. incident that occurred on one installed copy of the Product after the same incident had been resolved for another copy of the Product);
- troubleshooting of all issues similar or identical to already resolved issues (i.e. the incidents to which a previously produced solution can be applied without additional guidance from Kaspersky);
- incidents caused by Customer's hardware malfunction;
- incidents caused by software platform incompatibility (including, but not limited to beta software, new versions of service packs or additions, whose compatibility with the Product has not been confirmed by Kaspersky);
- incidents which arise on Product out of the Standard Support phase;
- incidents caused by installing and running third-party applications (including, but not limited to the list of unsupported or incompatible applications published in the documentation);
- incidents for which the Customer cannot provide accurate information, as reasonably requested by Kaspersky, in order to reproduce, investigate, and resolve the incident;
- incidents which arise as a result of neglect or incorrect use of Kaspersky instructions, which, if properly used, would have obviously prevented the incident.

2. Appendix

Product incident severity levels

“Severity Level 1” (critical) shall mean a critical Product problem, which affects Customer's technology process continuity by interruptions in the Product's normal functioning and which causes the Product(s) or Operating



System to crash, or which causes data loss, changing default settings to insecure values, or security issues, provided that there is no Workaround available.

The list of Product-related incidents, which refer to Severity Level 1, includes, but is not limited to, the following issues:

- all local network (or its critical part) is inoperative, which hampers or suspends core technology processes.

“Severity Level 2” (high) shall mean a moderate issue which affects product functionality but does not cause data corruption/loss or software crash. Severity Level 1 is re-classified to Severity Level 2 when a workaround is available.

The list of Product-related incidents, which refer to Severity Level 2, includes, but is not limited to, the following issues:

- product malfunctions or does not function, but continuity of core technology processes is not broken.

“Severity Level 3” (medium) shall mean a non-critical issue or service request, which does not affect Product’s functionality.

The list of incidents, which refer to Severity Level 3, includes, but is not limited to, the following issues:

- product is partially out of service (malfunctions), but other applications utilized by the Customer are not involved.

“Severity Level 4” (minor) shall mean other non-critical issues or service requests. All incidents that do not satisfy any of the above-listed criteria, refer to this severity level.

Virus incident severity levels

“Severity Level 1” (critical) shall mean virus outbreak, which affects Customer’s technology process continuity by interruptions in the Product’s normal functioning and which causes the Product(s) or Operating System(s) to crash, or which causes data loss, provided that there is no Workaround available.

The list of malware-related incidents, which refer to Severity Level 1, includes, but is not limited to, the following issues:

- all local network (or its critical part) is inoperative;
- virus outbreak;
- false positive for the files that refer to business-essential systems.

“Severity Level 2” (high) shall mean a moderate issue which affects product functionality but does not cause data corruption/loss or software crash. Severity Level 1 is re-classified to Severity Level 2 when a workaround is available.

The list of malware-related incidents, which refer to Severity Level 2, includes, but is not limited to, the following issues:

- infection of some non-critical network nodes;
- false positive for the files that do not refer to business-essential systems.



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