kaspersky

Premium and Premium + licenses for Kaspersky Unified Monitoring and Analysis Platform (KUMA)

Terms and conditions
1. General terms and conditions

Herein is given a list of technical support cases, in relation to which Kaspersky Lab will provide assistance to the owner of licenses for Kaspersky Lab products of Premium and Premium Plus types.

2. Definitions


«Product(s)» – shall mean software product(s) of Kaspersky Lab, which the Customer has purchased, deployed and installed in accordance with the terms of a License Agreement between Kaspersky Lab 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 suppose in accordance with a License Agreement.

«Technical Account Manager (TAM)» – shall mean a Kaspersky Lab technical support manager, performing as a personal technical manager for clients - Premium Plus license owners.

«Incident», «Request» – 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.

«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 business 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 Lab 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.

«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 Lab – issued anti-virus databases with new signatures or modifications of the Product’s executable modules, which enhances its performance and/or expands its functionality.

«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.
3. Description of the support program

Requests receiving

Technical support relating to product operations as well as acceptance of post-incident maintenance requests, are implemented by the means of: support system, phone or email.

Web-portal

Kaspersky Company Account https://companyaccount.kaspersky.com – Kaspersky Lab technical support web-portal with acceptance of requests 24x7x365 (around the clock, including weekends and holidays).

Phone

Priority telephone line is provided in the mode:

- 24x7x365 for Severity Level 1 and for Premium License owners;
- 24x7x365 for Severity Level 1 and 2, and for Premium Plus License owners;
- on workdays from 10:00 to 18:30 (Moscow time) for requests of Level 2, 3, 4.

<table>
<thead>
<tr>
<th>Severity level of Incident</th>
<th>License type</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>Premium license</td>
</tr>
<tr>
<td>Level 1</td>
<td>24x7</td>
</tr>
<tr>
<td>Level 2</td>
<td>on workdays from 10:00 to 18:30 (Moscow time)</td>
</tr>
<tr>
<td>Level 3</td>
<td>on workdays from 10:00 to 18:30 (Moscow time)</td>
</tr>
<tr>
<td>Level 4</td>
<td>on workdays from 10:00 to 18:30 (Moscow time)</td>
</tr>
</tbody>
</table>

Email

Email acceptance of requests 24x7x365 (around the clock, including weekends and holidays if it is impossible to create a request through the Company Account.)
Incident processing

Processing incidents via web-portal

Web-based Kaspersky Lab 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 monitoring 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 Products 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 Lab guarantees the following response times, depending on the urgency of customer’s request:

<table>
<thead>
<tr>
<th>Severity level of Incident</th>
<th>Response time</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>Premium license</td>
</tr>
<tr>
<td>Level 1</td>
<td>2 hours*</td>
</tr>
<tr>
<td>Level 2</td>
<td>6 working hours</td>
</tr>
<tr>
<td>Level 3</td>
<td>8 working hours</td>
</tr>
<tr>
<td>Level 4</td>
<td>10 working hours</td>
</tr>
</tbody>
</table>

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

Requests from the customers of the Premium and Premium Plus licenses are assigned with higher priority compared to requests within the standard support package.

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 gist of the incident. Kaspersky Lab reserve 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 1.
Quality management

Incident escalation and claim management

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

<table>
<thead>
<tr>
<th>Escalation level</th>
<th>1</th>
<th>2</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>Head of support team, Kaspersky Lab Regional office</td>
<td>Business Account Manager (Business Contact)</td>
</tr>
</tbody>
</table>

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

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 Lab) or on Kaspersky Lab side.

An incident is on the Customer’s side when Kaspersky Lab requests information from the Customer. When Customer provides the requested information to Kaspersky Lab, 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 30 days. In case the Customer’s response is overdue, the incident is closed by timeout.

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

Available services

 Provision of the public and private patches

Customer will be provided with public patches according to their release by Kaspersky Lab.

If a non-standard problem is detected and there is no patches for this problem Customer can request a private patch release, specific to the situation (configuration, version, product use terms).

Kaspersky Lab implements the following activities:

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

Kaspersky Lab 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 breakdown of the Support Service Terms and Conditions (an up-to-date version is available [http://support.kaspersky.ru/support/rules](http://support.kaspersky.ru/support/rules))

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

Remote connection to diagnose the problem

If necessary, AO Kaspersky Lab technical support workers can offer to the Customer remote connection for more detailed diagnose of error. Terms and conditions of remote connection are additionally negotiated in each specific case.
Setting up and optimization consultations

Within the framework of post project support the Customer has an ability to take consultations connected with setting up of Kaspersky Unified Monitoring and Analysis Platform (KUMA) in their environment. Consultations are provided only in case of project scope and only with the infrastructure information of the Customer and product deployment scheme.

Optimization recommendations

The Customer can be provided with recommendations for optimizing of productivity, architecture and the product settings in the client's infrastructure.

Log parsers provision on request

Within the framework of technical support, the Customer can be provided with log parsers in the number specified in the table below.

<table>
<thead>
<tr>
<th>Type of license</th>
<th>Premium</th>
<th>Premium Plus</th>
</tr>
</thead>
<tbody>
<tr>
<td>Number of parsers</td>
<td>10</td>
<td>20</td>
</tr>
</tbody>
</table>

Additional terms of support for the subscribers of the Premium Plus license.

Technical Account Manager (TAM)

Technical Account Manager (TAM) is assigned by Kaspersky Lab in order to organize the only channel of interactions with the Customer. TAM is an employee of Kaspersky Lab and manages processing of all customer incidents. The responsibilities of Technical Account Manager are determined as follows:

- organizing communications for processing incidents by Kaspersky Lab 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 Lab 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.* (Moscow 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 Technical Support line.

Customer assigns contact persons (in accordance to Additional terms of support) for communication with Kaspersky Lab and TAM, 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.
Provision of reports on open incidents

During the process of incident resolution, Kaspersky Lab will make every effort for promptly provide Customer with information on open incidents’ status, according to the following table.

<table>
<thead>
<tr>
<th>Severity level</th>
<th>Report schedule</th>
</tr>
</thead>
<tbody>
<tr>
<td>Level 1</td>
<td>By agreement, but not more often than once a day (by email or by phone)</td>
</tr>
<tr>
<td>Level 2</td>
<td>Within the regular reports</td>
</tr>
<tr>
<td>Level 3</td>
<td></td>
</tr>
<tr>
<td>Level 4</td>
<td></td>
</tr>
</tbody>
</table>

The Customer has a right on regular call-statuses with the TAM and quarterly report provision for retrospective analysis of registered incidents connected with the technical support.

TAM is also can provide the report of service provision quality and a report on the fulfillment of obligations when requested by the Customer and as required.

Professional services provision

The user has the right to be provided with professional configuration service and consultation for KUMA during the term of the Premium Plus license, in an amount not exceeding 16 hours, but not less than 2 hours per session.

As additional professional services that are not included in this offer, the User can purchase services for reviewing the architecture of the deployment of Kaspersky Lab products, as well as consulting services for the development of process, operational and organizational SOC models, technical architecture, specific scenarios for SOC detection and response, and rules correlation.

A detailed description of the SOC consulting services is available upon request. Please contact your account manager or partner manager. The terms and conditions for the provision of the service are discussed additionally, but not less than 2 (two) weeks before the date of provision.

Additional terms of support

To register an incident, the Premium or Premium Plus License owner should provide a list of contact persons who are entitled to make requests for technical support services.

The number of authorized persons varies depending on the type of license:

<table>
<thead>
<tr>
<th>Type of license</th>
<th>Premium license</th>
<th>Premium Plus license</th>
</tr>
</thead>
<tbody>
<tr>
<td>Number of authorized persons</td>
<td>4</td>
<td>8</td>
</tr>
</tbody>
</table>

The list of contact persons should be determined and provided by the User to the Technical support at the first contact. To change the list of contact persons, the User should submit a request using the Company Account. In response to the request to change the list of contact persons Kaspersky Lab will provide the User with an updated list of contacts.
Some incidents may require reproduction on Kaspersky Lab side with the purpose of testing and verifying a virus infection or a product error.

Customer should provide Kaspersky Lab 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 Lab does not have the necessary software or hardware available.

Kaspersky Lab 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 Lab specialists supervised remote access to the malfunctioning system.

In case of disability of incident reproduction by both sides or the Customer hasn’t granted the access to working environment where the incident can be reproduced or it is determined that the product is not the reason of the incident appearance, the incident can’t be classified in the scope of current technical support program.

**Limitations of the technical support**

Kaspersky Lab has the right to refuse to provide the services included in this support program if the Customer purchases different types of license for the same Product. In such case, the Customer will be provided with support in accordance with the standard support package terms, posted on the: [http://support.kaspersky.com](http://support.kaspersky.com)

If the Customer purchases Products with different types of licenses, the support terms described in this support program are provided only for those Customer Products that have a Premium or Premium Plus License.

Technical support covered by the Premium and Premium plus licenses 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 Lab);
- 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 Lab);
- 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 Lab, in order to reproduce, investigate, and resolve the incident;
- incidents which arise as a result of neglect or incorrect use of Kaspersky Lab instructions, which, if properly used, would have obviously prevented the incident.

**4. Appendices**

**Appendix 1. Product incident severity levels**

«Severity Level 1» (critical) shall mean a critical Product problem, which affects Customer’s business 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 business 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 business 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.

Appendix 2. Virus incident severity levels

 Severity Level 1 (critical) shall mean virus outbreak, which affects Customer’s business 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.