



# CYFERD

## STANDARD SUPPORT SERVICES POLICY

### 1. Scope

- 1.1 This 'Cyferd – Standard Support Services Policy' (this "**Policy**") applies to the provision of the Standard Support Services by or on behalf of Cyferd Inc. ("**Cyferd**") from time to time as described in **paragraph 4** below. This Policy is made in connection with the provision by Cyferd of Access to the Cyferd Product to its customers (including those whose Access to the Cyferd Product is/ was procured through a Cyferd Partner) (in this Policy each a "**Customer**").
- 1.2 In this Policy the "**Agreement**" means, in respect of the Customer in question, the master services agreement known as 'Cyferd – MSA (A) – 1 August 2024' entered into/ accepted by that Customer. The online version of the Agreement where accepted being found at <https://cyferd.com/cyferdcomm/us>.
- 1.3 This Policy is a Cyferd Policy and applies to, forms part of and is supplemental to the Agreement. The terms of Agreement shall apply to this Policy and are incorporated herein, *mutatis mutandis*, to this Policy.
- 1.4 For each Customer, this Policy together with the applicable Order Form, the Agreement, the other Cyferd Policies and any other applicable document that forms part of and/or is supplemental to the Agreement from time to time, applies to the subject matter of that Order Form and that Customer's Access to and use of the Cyferd Product.
- 1.5 Unless otherwise noted or where the context otherwise requires, all capitalized terms used herein shall have the meanings set forth in the Agreement and the definitions document known as 'Cyferd – Definitions re MSA (A) – 1 August 2024' (<https://cyferd.com/cyferdcomm/us>).

### 2. Last Updated

This Policy was last updated on 1 August 2024. For previous versions of this Policy see <https://cyferd.com/cyferdcomm/us>.

### 3. Changes to this Policy

- 3.1 **For any person who is not a Customer at the time of such posting** - Cyferd shall, at its absolute discretion, be entitled to amend this Policy or any part of it by posting an updated version of this Policy at <https://cyferd.com/cyferdcomm/us> and such updates will be effective upon such posting or, if later, the 'Last Updated' date specified in such updated version of this Policy.
- 3.2 **For any person who is a Customer at the time such Update Notification is made** – Cyferd may at its absolute discretion make, and notify the Customer of, updated versions of this Policy by notifying the Customer of any such Update(s) by way of Update Notification in accordance with the Agreement. Such Update(s) will be effective in respect of the Customer in question in accordance with the applicable provisions of the Agreement.
- 3.3 If Cyferd makes any amendments to this Policy, it will change the 'Last Updated' date in **paragraph 2** above in such updated version of this Policy.

### 4. Standard Support Services

- 4.1 In respect of a Customer, within the Platform Fees paid/ payable for that Customer's Tenancy(ies) for Access to the Cyferd Product, Cyferd shall make available to that Customer the Standard Support Services. Such Standard Support Services shall be provided by or on behalf of Cyferd.

- 4.2 Standard Support Services shall be construed as including support where a Customer experiences non-accessibility of or a failure of, the Cyferd Product including that Customer's Tenancy(ies) or any of them or any Premium Features that are Purchased Items.
- 4.3 For the avoidance of doubt, Standard Support Services does not include what is expressly excluded within this Policy, including but not limited to: any support services/services with regard to Apps (including Cyferd Apps), Professional Services, Hosting Services or Database Services together with such other items as Cyferd may determine at its sole discretion, from time to time.
- 4.4 Should Cyferd at any time, chose to provide support services for Apps (whether or not such Apps are Cyferd Apps) and such support is not charged or considered to be Professional Services, then for the avoidance of doubt, such support services shall **not** be Standard Support Services and shall be a gesture of goodwill on the part of Cyferd. Such act by Cyferd is completely at its sole discretion and is provided with no guarantees or warranties in respect of such support service provided whether at that time or in the future and Cyferd, to the fullest extent permitted by law, excludes all liability (in whole or part) for such support service. In this regard, the Customer acknowledges that the Apps are provided on an unsupported basis. If such Apps cannot be fixed by an entry level individual, Cyferd may refer this matter to the Professional Services team and/or a Cyferd Partner.
- 4.5 Cyferd will provide such Standard Support Services in the manner as stated within the Agreement with reasonable skill and care, and time shall not be of the essence.
- 4.6 Cyferd is under no obligation to provide Standard Support Services to a Customer where:
- 4.6.1 that Customer is in breach of its Agreement including for acts of non-payment; or
  - 4.6.2 that Customer's Access to its Tenancy(ies) has been suspended for whatever reason; or
  - 4.6.3 a Force Majeure event has occurred; or
  - 4.6.4 in regard to the subject matter, Cyferd, in its reasonable opinion, does not consider the subject matter to be covered by the Standard Support Services and for the avoidance of doubt, the Agreement, or any document forming part of the Agreement, provides that Cyferd is not obliged to provide such Standard Support Services.

**5. How to access Standard Support Services**

- 5.1 In order to access such Standard Support Services, a Customer will be required to email in its request/put a request through its Tenancy or such other method as Cyferd may inform that Customer of from time to time (a "**Ticket**"). Such Ticket must include all such relevant details as may be required for the Ticket to be sufficiently addressed.
- 5.2 Cyferd shall provide such Standard Support Services between the hours of 9am to 8pm (Eastern Standard Time, USA) Monday to Friday, outside of USA public holidays.
- 5.3 Cyferd may, at its sole discretion, delegate and/or subcontract the provision of all or any of the Standard Support Services (in whole or part) from time to time to a Cyferd Partner and/or suitably qualified third party service provider who, in turn, will provide such Standard Support Services for and on behalf of Cyferd.

**6. Case priority table**

- 6.1 Cyferd shall respond and address any Tickets in the following manner:

	<b>P1</b>	<b>P2</b>	<b>P3</b>	<b>P4</b>
<b>Case priority level</b>	The Cyferd platform is completely inaccessible.	One or more key features of the Cyferd platform are unusable.	Any other case where the Cyferd platform is not operating as documented, or performance has degraded materially.	All enhancement requests.
<b>Initial response &amp; acknowledgement</b>	15 minute triage	4 hours	4 hours	4 hours

<b>Target resolution</b>	4 hours	2 business days	6 weeks	Reasonable endeavours
<b>Escalation (Support manager)</b>	Immediate	1 business day	N/A	N/A
<b>Escalation (SVP)</b>	1 business day	1 week	Monthly	Quarterly
<b>Status updates</b>	Live	Daily	N/A	N/A

**7. Failure to comply with/ breach of this Policy by the Customer**

Without limiting anything else herein or in the Agreement, if Customer fails to comply with and/or otherwise breaches any term(s) of this Policy, then such failure to comply/breach will be considered to be a material breach by the Customer of the Agreement, and for which Cyferd shall be entitled to, without limitation, exercise all available rights and remedies under the Agreement.

*[End of Policy]*