

ANNEX IV
CUSTOMER SUPPORT SERVICE AGREEMENT
(CSSA)

This Customer Support Service Agreement (hereinafter, “**CSSA**”) must be attached to and forms an integral and substantial part of the Agreement executed between Cleafy and the Customer. All capitalized terms not defined in this CSSA have the meaning given to them in the Agreement.

WHEREAS:

- a) Cleafy has developed and sells to its customers a fraud management application that introduces full detection and response in online fraud prevention, both on-premise (hereinafter, “**Product**”) and through a software-as-a-service solution (hereinafter, “**Service**”);
- b) the Customer has purchased the Product or Service from Cleafy by signing the Agreement (hereinafter also “**Master Agreement**”) and wishes to receive a customer support service (hereinafter, “**CSS**”), as better defined below, in relation to the above-mentioned Product or Service;
- c) by signing this CSSA, Cleafy and the Customer (hereinafter, jointly, the “**Parties**”) wish to agree on the terms and conditions for the provision of the CSS by Cleafy to the Customer.

Now, therefore, in consideration of the abovementioned recitals, the Parties

AGREE AS FOLLOWS:

1. PREMISES

1.1 Premises form an integral and substantial part of this CSSA.

2. GENERAL TERMS AND CONDITIONS FOR THE PROVISION OF THE CSS

2.1 This CSSA regulates the provision of the CSS by Cleafy to the Customer.

For all Cleafy’s Customers which have purchased a Cleafy’s Product or Service, the CSS “*Bronze*” package indicated in art. 3.2 of this CSSA is provided by default by Cleafy starting from the moment in which the Customer has purchased such Product or Service.

For all Cleafy’s Customers which have purchased a Cleafy’s Product or Service and now wish to receive an increased level of support from Cleafy, they may decide to purchase a Platinum, Gold or Silver CSS package indicated in Article 3.2 of this CSSA by paying the fees agreed between the Parties.

No CSS is provided to the Customer during the Evaluation Period of a POC.

2.2 Service description:

CSS is a service helping customers maximize the value of Cleafy Products and Services. It encompasses:

- a) assistance for problems with specific symptoms encountered while using Cleafy’s Product or Service;
and
- b) on-demand activities:
 - i. to acquire more visibility on current attack campaigns and infected endpoints;
 - ii. to investigate specific cases;
 - iii. generate case analysis leveraging Cleafy’s functionalities.

2.3 Unless otherwise agreed between the Parties, the CSS is provided only for the benefit of the Customer and not to any Customer’s affiliated company and/or subsidiary.

2.4 Cleafy is authorized to have interactions and communications exclusively with the Customer and with third parties expressly designated by the latter (such as, for example, Customer’s partners or suppliers or other companies belonging to the same Customer’s group of companies). It remains the responsibility of the Customer to verify the number of requests addressed to Cleafy also by such third parties, in accordance with the CSS Service Level (art. 3 below) indicated by this CSSA.

2.5 At the signing of this CSSA, the Customer agrees to provide Cleafy with a referent for the CSS which will be the only authorized Customer's person to discuss any aspect related to this CSSA (e.g., exceeding the number of requests, quality of service, etc.). Any amendment shall be promptly communicated to Cleafy exclusively through the Customer's portal specified below or via e-mail at support@cleafy.com.

2.6 All requests submitted by the Customer to Cleafy under CSS will be handled by Cleafy according to the scheme below.

2.7 Collection of the Customer's requests

2.7.1 Customer shall submit any request in writing and exclusively through the Customer's portal (<https://support.cleafy.com>) or via e-mail at support@cleafy.com. Any communication between the Customer and Cleafy shall be exchanged through the Customer portal or using the abovementioned e-mail address. Cleafy will not take charge of any request submitted by phone or any other IT tools, sent to an e-mail address different than support@cleafy.com and/or not sent via the Customer's portal.

Furthermore, during this phase:

- i. the Customer shall designate its own in-house professional which Cleafy if needed, could get in touch with to manage any technical aspect of the request;
- ii. choose one of the four priority levels indicated in clause 3 below ("**CSS Service Level**") for its request. If the Customer does not indicate any priority level, the request will automatically be classified as "*Medium*".

2.7.2 Cleafy starts analyzing the request and, if needed, may ask the Customer for any possible clarifications about the request. It is in any case the Customer's responsibility to clearly outline the scope and the specifications of the request in order to allow Cleafy to process it correctly and according to the needs of the Customer.

Cleafy reserves the right to reject the request if it is entirely general, incomplete, groundless or outside the scope of this CSSA (e.g., not related to Cleafy's Product or a Service), or to close the request if the Customer has not provided Cleafy with the clarifications needed within 15 (fifteen) working days from the last clarification request received from Cleafy. In all these circumstances, no liability can be attributed to Cleafy for any failure, refusal or delay in processing the Customer's requests. Without prejudice to the above-mentioned rights of Cleafy, the Parties undertake to cooperate in order to find a solution to any misunderstandings regarding the correct interpretation of the request.

2.7.3 Cleafy will inform the Customer that the request can be processed or that the request cannot be processed due to the circumstances indicated in the above clause 2.7.2.

2.8 Processing the request

2.8.1 Cleafy shall assign the request received from the Customer to the appropriate Cleafy's team, depending on the level of priority defined by the Customer and the type of request submitted.

2.8.2 Cleafy will provide the Customer with the assistance and advice requested within the limits specified in this CSSA. Cleafy will also acquire more details, also contacting the Customer's contact person, for better execution of the Customer's request.

2.8.3 CSS is provided in the English language and remotely unless otherwise agreed to in writing between the Parties.

2.8.4 Updates regarding the processing of the request will be notified in a timely manner to the Customer. Cleafy will inform the Customer that the request has been successfully completed.

2.8.5 It remains, in any case, understood that Cleafy's obligation to provide CSS to the Customer is limited to using reasonable efforts to fulfill the request submitted by the Customer which shall be exclusively related to the Service or Product purchased from Cleafy and its correct utilization as set forth by the technical manuals available on the Customer Portal. With specific regard to the Product, Cleafy undertakes to provide CSS to the Customer only in relation to the Product installed/setup directly by Cleafy or by third parties authorized by the latter or made directly by the Customer or one of its suppliers and then certified by Cleafy ("**Certified Setup**"). Cleafy reserves the right to verify the existence of a Certified Setup before starting the provision of CSS to the Customer.

2.9 If the Customer has purchased Cleafy's Product and wants to add new applications in addition to those originally indicated in the contract, the Customer undertakes to notify Cleafy at least 1 (one) month in advance.

3. CSS SERVICE LEVELS

3.1 The table below provides a list of Priority Levels that the Customer shall assign to its requests as well as the related Service Levels provided by Cleafy to process the request. This service level is only related to the Subscription Service; any support request for the Sandbox environment will be managed with the Best Effort level.

PRIORITY LEVELS (see description below)	SERVICE LEVEL (taking in charge within ¹)
Critical	8 working hours
High	2 working days
Medium	5 working days
Low	Best Effort

3.2 The Customer may choose between one of the following CSS packages offered by Cleafy:

CSS Platinum

Number of maximum requests:

Critical	High	Medium	Low
60/year 12/month + exceeding request unlimited if paid	100/year 20/month + exceeding request unlimited if paid	200/year 50/month + exceeding request unlimited if paid	unlimited

CSS Gold

Number of maximum requests:

Critical	High	Medium	Low
12/year 5/month	30/year 6/month	60/year 15/month	90/year 25/month

CSS Silver

Number of maximum requests:

Critical	High	Medium	Low
2/year 2/month	6/year 3/month	30/year 10/month	60/year 15/month

¹ The moment in which the Customer's request will be taken in charge by Cleafy is the moment in which Cleafy's personnel start analyzing the request submitted by Customer as indicated in art. 2.7.2 above. Service Levels indicated in the table above shall be calculated in time between the submitting of the request (art 2.7.1 above) and the start of the analysis by Cleafy personnel (art. 2.7.2 above). Times for processing the request (indicated in days/hours) refer to the time zone (GMT) of Rome.

CSS Bronze

(included with the Service and for the Product)

Number of maximum requests:

Critical	High	Medium	Low
1/year 1/month	2/year 1/month	20/year 5/month	30/year 10/month

3.3 If the Customer submits to Cleafy a total number of requests within a month that exceeds the limit of the CSS package purchased, these extra requests will be taken in charge by Cleafy only if the Customer still has lower-level requests available in the same month (for example, if the Customer has run out all “high” requests in a month, all new “high” requests will be automatically processed as “medium” - if still available - and then as “low” whether “mediums” have also been run out), otherwise will be automatically rejected.

It remains in any case understood that the maximum number of requests for the year cannot be exceeded in any case.

3.4 For CSS Platinum, any monthly exceeding request will be invoiced by Cleafy to the Customer on a monthly basis by applying the hourly rate indicated in the Order Form.

3.5 If the number of requests made by the Customer exceeds the annual limit of the CSS Gold, Silver or Bronze package of the Customer, Cleafy immediately stops providing the CSS to the Customer – including the new requests already submitted by the Customer and the ones still pending - and the Customer shall purchase a new CSS package from Cleafy of the same or a higher level than the previous one in order to continue using CSS. If the Customer consumes all the annual requests of the CSS Bronze package, the Customer shall buy an higher level of CSS choosing between the CSS Platinum, Gold or Silver package.

In these circumstances, no request, even of a critical or urgent nature, shall be taken in charge by Cleafy if the Customer has already consumed all annual requests of its CSS package and has not yet purchased a new CSS package.

3.6 The Customer always has the right to purchase a CSS package of a higher level during the term of this CSSA. In such a case, the cost of the CSS package (Gold or Silver) already paid by the Customer shall be deducted from the cost of the new more onerous CSS package purchased. The Customer is never entitled, for any reason whatsoever, to switch from a higher CSS package to a lower one (*i.e.*, from *Platinum* to *Gold* or from *Gold* to *Silver*).

4. CSS LIMITATIONS

4.1 CSS is not an alternative to user manuals, product training or consulting services. If during the processing of a request Cleafy assesses that it is more appropriate to address the Customer’s issue through training or consulting (not part of the scope of this CSSA), it may so advised.

4.2 Installation, configuration, creation of marketing rules or reports, non-standard or ad-hoc features and other value-added services are not part of this CSSA and shall be agreed separately by the Parties.

4.3 Only for Product, Customer is responsible for backing up their data and for reconstructing lost or altered files resulting from catastrophic failures. The customer is also responsible for implementing the procedures necessary to safeguard the integrity and security of your software and data.

4.4 CSS is limited to productive systems while support for pre-GA, testing systems is not provided/will be provided only on best-effort basis.

4.5 Cleafy CSS do not include any non-Cleafy’s code or software or any authorized or not authorized development or modification of any Cleafy code or software.

4.6 In the event in which the Customer has purchased from Cleafy a Product or a Service and needs to receive a CSS about them, Cleafy undertakes to provide such support in relation to any Releases² and Build³ of the licensed software and its correct utilization as set forth by the technical manuals available on the Customer Portal.

² A “Release” is a new version of the software that includes both functional and technical enhancements.

³ A “Build” is a new version of the software focused on technical enhancement that does not add relevant functional and user experience enhancements or new features.

5. DURATION

5.1 Without prejudice to the provisions set forth by art. 3 of this CSSA:

- i. the provision of the CSS Bronze by Cleafy to the Customer starts from the execution date of the Master Agreement executed between the Parties in relation to the Cleafy's Product or Service and will last until the termination of such contract;
- ii. the provision of the CSS Platinum, Gold or Silver by Cleafy to the Customer will last 1 (one) year from the signing of the Order Form, and this CSSA will be automatically renewed unless a notice of termination is given by either or both Parties at least 90 (ninety) days before the expiry date. If the duration of the Master Agreement is less than one year, this CSSA will last as long as the Master Agreement.

5.2 In the event of the exercise of the right of termination under article 5.1 (ii) above by either or both Parties, Cleafy shall cease the provision of the CSS, including any activity already started and the requests already submitted will be automatically rejected. It is understood that, in such a case, all fees due to Cleafy already rendered or invoiced shall be payable and not refundable.

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