



Appgate Support Terms

These Appgate Support Terms are subject to and incorporated into the Appgate Software Schedule and, if applicable, Appgate Hosted Service Addendum (collectively, the "Software Schedule" and, together with all other documents governing such Software Schedule or governed by, or incorporated by reference into, such Software Schedule, the "Agreement"), by and between the parties, and any terms not defined in these Appgate Support Terms shall have the meaning set forth therein. These Appgate Support Terms shall be deemed "Support Terms" as defined in the Software Schedule.

1. Support Levels

Support Availability and Contact Information

Customer Region	Support Hours	Appgate Contacts
North America, Central America and South America	Business Days / Business Hours - M-F, 7:00am - 7:00pm Eastern Time (excluding US bank holidays) 24x7x365 phone support for Production Down and High Severity Cases only	Web: https://www.appgate.com/support Email: sdp.support@appgate.com Phone: 1-877-522-6305
Europe, Middle East, and Africa (EMEA); Asia Pacific (APAC)	Business Days / Business Hours - M-F, 08:00 – 19:00 CET (excluding Swedish national holidays) 24x7x365 phone support for Production Down and High Severity Cases only	Web: https://www.appgate.com/support Email: sdp.support@appgate.com Phone - +44 800-031-8079

Response Service Level Objectives ("Service Level Objectives")

Appgate will make all reasonable efforts to respond to reported problems per the following table. Appgate does not offer remediation for missed Service Level Objectives.

Severity Category	Support Response
Production Down Case	Response in 4 Business Hours or less
High Severity Case	Response in 8 Business Hours or less
Medium Severity Case	Response in 2 Business Days or less
Low Severity Case	Response in 3 Business Days or less

2. Definitions

(a) "Bug" means an error or defect that causes the Product to behave in an incorrect or unexpected manner that deviates from Appgate's version specific documentation specified at <https://www.appgate.com/support/software-defined-perimeter-support>.

(b) "Case" means each individual inquiry or issue with the Products reported to Appgate in accordance with these Support Terms.

(c) "Customer Technical Personnel" means a qualified individual, knowledgeable in Customer's systems and business and who has been trained in use of the Products by basic product training (self-study or instructor-led). Each Customer Technical Personnel must have a login for the Support portal using his or her valid company domain email address.

(d) "Evaluation Versions" means any Products provided on a no-charge or evaluation basis.

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(e) "Previous Version" means, upon a commercially available release of the Products ("New Version"), any previously released version(s) of the Products will be deemed a Previous Version. Customer may replace the Previous Version (including all installed copies) with the New Version.

(f) "Production Environment" is the Customer's production instance of the Products.

(g) "Product(s)" means the Products (as defined in the Software Schedule) that Customer is entitled to Support for in accordance with the Agreement.

3. Scope of Support

3.1. In General

Support consists of the following:

- (a) web and email-based submissions of Cases submitted by the designated Customer Technical Personnel specified in these Appgate Support Terms,
- (b) access to online secure sites that contain knowledge articles, Product Documentation, historical Case details, license keys and latest Product downloads, and
- (c) the provision of guidance and troubleshooting to Customer in connection with questions and issues arising from the following Customer activities with respect to the Products:
 - i. Installation and Upgrades: Support for installation and upgrades includes providing guidance and best practices of the activity including the downloading of the software. Troubleshooting of issues related to or resulting from the installation / upgrade of the Product is also included.
 - ii. Basic Configuration Issues: Support for configuration includes troubleshooting Customer's configuration settings for existing installations on Associated Systems (as defined below) to ensure proper operation and connectivity.
 - iii. Usage Issues: Appgate qualified personnel will answer Customer's "how to" questions related to standard Product usage.

3.2. Efforts to Correct the Products

Appgate will make commercially reasonable efforts to correct Bugs or other errors in the Products. Appgate is not required to correct every Bug, error, or problem with the Products reported to Appgate.

Reported issues will only be progressed during normal business hours.

3.3. Support Exclusions

The following are excluded from Appgate's Support obligations:

- (a) any version of the Products other than those versions specified as being supported under Section 3.4 below,
- (b) Evaluation Versions of the Products or other Products provided at no charge,
- (c) training, customization, integration and any issues arising from non-standard usage of the Products, and
- (d) any on-site services or remote access services (unless Appgate requests remote access to assist Appgate in understanding an issue).

In all cases, Appgate only provides Support in connection with Products purchased from Appgate or an authorized reseller.

Appgate has no obligation to accept calls or messages from, or otherwise interact with, personnel other than the designated Customer Technical Personnel.

3.4. Supported Product Versions and Platforms

- (a) Product Versions: Appgate provides different levels of support, depending on the version of the Product, as specified at <https://www.appgate.com/support/software-defined-perimeter-support>. Appgate's Support obligations do not cover third-party hardware, operating systems, networks, or software or any other versions of the Products.
- (b) Associated Systems Supported: Appgate supports use of the specific versions of the Products only on the Associated Systems specified at <https://www.appgate.com/support/software-defined-perimeter-support> with respect to such specific versions.



4. Submitting Cases

4.1. Who May Submit Cases

Customer must designate authorized Customer Technical Personnel at time of purchase (at least one), unless otherwise specified, who will be the person registering the license. That individual(s) may submit change requests to the list of authorized Customer Technical Personnel in writing through the channel(s) specified for the plan selected. Unless specified in an Order Form, Customer may have no more than five (5) Customer Technical Personnel at once. Customer may substitute Customer Technical Personnel at their discretion.

4.2. How to Submit Cases

To ensure the fastest response to a Case, Customer Technical Personnel should use the Support Portal located at support.appgate.com. The Support Portal provides access to Appgate's self-help knowledge base, download services as well as viewing and creation of new Support cases.

Requests can also be logged by sending email to sdp.support@appgate.com.

Once a Case has been submitted, the 'initial response' is defined as the period in which it takes Appgate to notify the Customer that enough information is provided to investigate a Case, that additional information is needed to investigate the Case, or a plan of action or resolution details are provided. Information needed to start the investigation of a Case includes an adequate description of the inquiry or issue as well as required details which may include log files, etc. Response time is deemed to commence from when Appgate Support has been notified of any issue within normal business hours or from the commencement of normal business hours following receipt of an issue.

5. Appgate Case Response.

For each Case reported by Customer in accordance with these procedures, Appgate will:

- (a) Set a Severity Level for the Case in accordance with the terms below.
- (b) Use commercially reasonable efforts to respond to the Case within the time specified in these Appgate Support Terms.
- (c) Analyze the Case and, as applicable, verify the existence of the problem(s) resulting in the Case, which may require requesting that Customer provide additional information, have live meetings which may include screen sharing technologies, logs, and re-execution of commands to help identify the root cause and dependencies of the reported issue.
- (d) Give Customer direction and assistance in resolving the Case.
- (e) Keep a record of ongoing communications with Customer.
- (f) Use commercially reasonable efforts to resolve the Case.
- (g) Upon request of Customer, discuss Severity Level and ongoing communication time frame.

Appgate may modify the Case settings.

6. Severity Levels

6.1. Severity Levels of Cases

Appgate will define the Severity of Cases according to the following criteria:

- (a) "Production Down" cases are the highest severity and receive first attention. In such cases, the Products are either completely inoperable or inaccessible to all of Customer's users.
- (b) "High Severity" cases indicate an issue has severely impacted the performance of the Product's intended use and is causing a material and adverse impact to the majority of Customer's users.
- (c) "Medium Severity" cases reflect an issue that has an impact on the performance or functionality of the Products as documented but it is impacting the minority of the Customer's users.
- (d) "Low Severity" cases reflect an issue that has a minimal impact on the performance or functionality of the Products or is a recommendation for future development or product improvement.

6.2. Escalation of Cases

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- (a) Customers can set the Severity Level of a new or existing Case through the Support Portal. To ensure the appropriate response times for Cases escalated to High or Production Down level, the Customer Technical Personnel must:
 - i. Call the Support phone number,
 - ii. State that this is an escalation of an existing Case and provide the case number and Support agent responsible if possible, and
 - iii. Provide Customer name and contact details.
- (b) In the unlikely event that the Support team does not respond, the Customer Technical Personnel should get in touch with the dedicated Customer Success Manager to assist with the escalation.
- (c) The response expectations by Severity Level are defined above.

7. Resolution and Closure of Cases

Cases will be closed in the following manner:

- (a) For solvable issues, depending on the nature of the issue, the resolution may take the form of an explanation, recommendation, usage instructions, workaround instructions, or advising Customer of an available software fix.
- (b) In the event that custom or unsupported plugins or customizations are used, Appgate may ask, in the course of attempting to resolve the issue, that the Customer remove any unsupported plugins or customizations. If the problem disappears upon removal of an unsupported plugin or customization, then Appgate may consider the issue to be resolved. Supported plugins or customizations are defined as those listed and defined as supported in the Appgate Documentation.
- (c) For issues outside of scope of Support, Appgate may also close issues by identifying the Case as outside the scope of the Support or arising from a version, platform, associated software, or usage case which is excluded from these Appgate Support Terms.
- (d) Appgate may close a case if the Customer Technical Personnel has not responded to two attempts or more made by Appgate to collect additional information required to solve the Case.
- (e) If Customer needs further investigation after a Case has been closed, they should open a new Case and reference the originally reported Case.
- (f) Customer is responsible for providing accurate information and documentation in order for Appgate to reproduce the issue or Case. This may include written detailed descriptions of the issue or inquiry, registry records, log files and any other information required by Appgate. Failure to provide the necessary information may result in the Case being unsolvable and the Case will be Closed as unable to reproduce.