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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	**Business Days / Business Hours -** M-F, 7:00am - 7:00pm Eastern Time (excluding US bank holidays) 24x7x365 phone support for Production Down or High Severity Incidents only	**Web:** support.appgate.com/ **Email:** appgatesdp.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 or High Severity Incidents only	**Web:** support.appgate.com/ **Email:** appgatesdp.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 Incident	Response in 4 Business Hours or less
High Severity Incident	Response in 8 Business Hours or less
Medium Severity Incident	Response in 2 Business Days or less
Low Severity Incident	Response in 3 Business Days or less

2.   Definitions

(a)   "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.

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

(c)   "Incident" means each individual issue with the Products reported to AppGate.

(d)   "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. Customer may not use the New Version of the Products and the Previous Version of the Products at the same time in a Production Environment.

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

(f)   "Products" 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-based submissions of Incidents submitted by up to the number of designated Customer Technical Personnel specified in these AppGate Support Terms,
(b)   access to an online secure site that contains 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 Downloads: Support for installation includes providing guidance and troubleshooting in connection with Customer's downloading and installing of the Products.
   ii.   Basic Configuration Issues: Support for configuration includes troubleshooting Customer's configuration settings for existing installations on Supported Platforms (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.
   iv.   New Version Issue: Support for issues regarding replacing a Previous Version with a New Version of the Products.

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 (unless otherwise agreed in an Order Form).

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.   Product Versions Covered

AppGate will only provide Support for the versions of Products specified at https://www.appgate.com/essential-defense/appgate-sdp/support. AppGate's Support obligations do not cover third-party hardware, operating systems, networks, or software or any other versions of the Products.

3.5.   Platforms Supported

AppGate supports use of the Products only on the platforms specified in the Product technical specification with respect to the Products (the "Supported Platforms").

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4. Submitting Incidents

4.1. Who May Submit Incidents

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 5 Customer Technical Personnel at once. Customer may substitute Customer Technical Personnel in its discretion.

4.2. How to Submit Incidents

To ensure the fastest response to an Incident, 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 appgatesdp.support@appgate.com. Customers can also contact AppGate via the Support hotline after opening an electronic ticket request via the Support Portal or email.

Once an Incident has been submitted, the 'initial response' is defined as the period in which initial investigations into the problem are made and resolution details or a plan of action are defined. 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.

4.3. Escalation of Incidents

(a)   If Customer requests escalation of an existing Incident, the Customer Technical Personnel should:
    i.   Call the Support phone number,
    ii.   State that this is an escalation of an existing Incident 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 Account Manager to assist with the escalation.

(c)   The escalation response expectations are:
    i.   During Business Hours: Response within 2 hours of the acknowledged escalation request.
    ii.   After Business Hours: For Production Down escalations, an initial response should be expected within 4 elapsed hours of the acknowledged escalation request. For all other severity levels and questions, 1 business day of the acknowledged escalation request.

5. AppGate Incident Response.

For each Incident reported by Customer in accordance with these procedures, AppGate will:

(a)   Set a Severity Level for the Incident in accordance with the terms below.
(b)   Use commercially reasonable efforts to respond to the Incident within the time specified in these AppGate Support Terms.
(c)   Analyze the Incident and, as applicable, verify the existence of the problem(s) resulting in the Incident, which may include requesting that Customer provide additional information, 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 Incident.
(e)   Keep a record of ongoing communications with Customer.
(f)   Use commercially reasonable efforts to resolve the Incident in accordance with the target response times set forth in these AppGate Support Terms.
(g)   Upon request of Customer, discuss Severity Level and ongoing communication time frame.

AppGate may modify the Incident settings.

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6. Severity Levels

AppGate will prioritize Incidents according to the following criteria:

(a) "Production Down" cases are the highest priority 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.

7. Resolution and Closure of Incidents

Incidents 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 plug-ins or modules are used, AppGate may ask, in the course of attempting to resolve the issue, that the Customer remove any unsupported plug-ins or modules. If the problem disappears upon removal of an unsupported plug-in or module, then AppGate may consider the issue to be resolved. Supported plug-ins or modules 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 Incident as outside the scope of the Support or arising from a version, platform, 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 Incident.
(e) Customer may request Incidents be re-opened. At AppGate's sole discretion, Incidents will be reopened for further investigation if the Incident is deemed to be solvable.

Customer is responsible for providing accurate information and documentation in order for AppGate to reproduce the issue or Incident. This includes written detailed descriptions of the issue or Incident, registry records, log files and any other information required by AppGate.

Last Updated: September 18, 2020