

ActiveCare™ Maintenance and Support Policy

Forescout Support Is Available:

- Customer Support Portal: <https://support.forescout.com/>
- By phone: 1-866-377-8773 (U.S.) or +1-708-237-6591 (International)

Response Times Are as Follows:

SEVERITY OF ISSUE	DEFINITION	RESPONSE TIMES		
		ActiveCare Basic	ActiveCare Advanced	ActiveCare Premium
SEV 1 Critical	Product functionality severely impacted. One or more Forescout branded production appliances are in a down state. A Forescout branded appliance is completely inaccessible and, as a result, Customer is unable to manage mission critical elements of its infrastructure.	<1 Hour 8am – 5pm local time	<1 Hour 24 x 7 x 365	<30 Minutes 24 x 7 x 365
SEV 2 High	Product functionality is impacted. Major functionality of the Forescout branded appliance is running in a diminished state that does not result in an outage, or a circumstance, in Forescout's sole reasonable discretion, if not corrected, could result in an outage impacting Customer.	<3 Hours 8am – 5pm local time	<3 Hours 24 x 7 x 365	<1 Hours 24 x 7 x 365
SEV 3 Medium	Product functionality is impeded, but functioning. An important function in the Forescout branded appliance is experiencing an intermittent problem or a non-essential operation is failing consistently, however the appliance remains operable with little or no impact to functionality.	<8 Hours 8am – 5pm local time	<8 Hours 24 x 7 x 365	<8 Hours 24 x 7 x 365
SEV 4 Low	Product functionality is not affected, but symptoms exist. Nominal impact request. For example, a request to install Software, assistance with configurations, feature requests, and other non- critical questions.	Next Business Day	Next Business Day	Next Business Day

Support Process:

- Once a ticket is generated for an Issue, the Technical Support Engineer (“TSE”) will update Customer as needed, per severity level, or as agreed until the ticket is closed.
- When a WebEx or equivalent troubleshooting session is held between ForeScout and Customer, verbal communication is supplemented by a “chat box” where the dialog that is taking place is typed by the speaking party into the chat box. This is required to minimize any verbal language barriers.
- Once a ticket is entered for an Issue, a severity level is assigned by the TSE in consultation with Customer. If Customer and the TSE cannot agree on the severity level, then Customer may immediately escalate the issue to ForeScout Support management and, if necessary, to the ForeScout VP of Customer Care.

ForeScout Support Management Visibility:

- Severity 1 Issues are immediately reported to the ForeScout Manager of Customer Support, Director of Support, and VP of Customer Care.
- Severity 2 Issues are promptly reported to the ForeScout Manager of Customer Support.
- Severity 3 and Severity 4 Issues that do not meet the applicable response times are promptly reported to the ForeScout Manager of Customer Support.
- Support Issues that are escalated to Engineering are also reported to the ForeScout Manager of Customer Support, Director of Support, VP of Customer Care, and VP of Sustaining Engineering.

Defect Fixes And Feature Requests:

- ForeScout will make commercially reasonable efforts to resolve Support Issues in accordance with this Support Policy. Customer acknowledges that the timeline for resolution depends on the Severity level, Issue complexity, availability of a workaround, and the availability of the information and systems required to determine the cause of the issue
- Feature requests can be submitted to ForeScout Support or the ForeScout Sales Team. ForeScout will evaluate such requests based on ForeScout’s business needs.

ACTIVECARE MAINTENANCE AND SUPPORT POLICY:

1. DEFINITIONS.

Capitalized terms used in the ActiveCare Maintenance and Support Policy (the “Policy”) and not otherwise defined shall have the meanings given them in the applicable ForeScout End User License Agreement available here: <https://www.forescout.com/eula> .

“**ActiveCare**” means ForeScout’s support and maintenance services as described herein that are either ActiveCare Basic, ActiveCare Advanced or ActiveCare Premium each of which are explained in the table above.

“**Defective Product**” means any Product, as determined by ForeScout, whereby a characteristic of the Product hinders its usability for the purpose for which it was designed and manufactured.

“**Issue**” means any of the four (4) severity level issues in the table above.

“**Fix**” means the repair or replacement of Product(s), including the Hardware, or the repair or replacement of the object or executable code of the Software, to remedy an Issue.

“**Health Check**” means services conducted by ForeScout to align the ForeScout platform and Customer’s security policies with ForeScout’s best practices, including installing available updates to modules, and testing and configuring network devices as needed.

“Premier Hours” means twenty-four (24) hours a day, seven (7) days a week, and three hundred and sixty-five (365) days a year during the Term.

“Regular Hours” means 8:00AM to 5:00PM in Customer’s local time zone during the Term. If the Products are in multiple locations with different time zones, Customer shall designate the controlling time zone for determining Regular Hours.

“Service Packs” means a single installable package of minor updates, fixes and enhancements for the Software.

“Shared Service Account Manager” means an expert in ForeScout products and services who provides project management oversights skills.

“Workaround” means a change in the procedures or instructions provided by ForeScout to Customer in writing to avoid an Issue without substantially impairing Customer’s use of the Products.

2. SCOPE OF ACTIVECARE.

2.1. Upon payment of the ActiveCare fees, ForeScout will provide ongoing maintenance and support services for Products as detailed below and address any Issue in accordance with Policy, above. In order to ensure consistent administration of support across its operations, Customer must elect either (i) ActiveCare Basic, (ii) ActiveCare Advanced, or (ii) ActiveCare Premium for all of its Products, whether existing or newly acquired. Any modification or amendment necessary to harmonize Customer’s ActiveCare service level across all of Customer’s Products shall be evidenced in writing and executed by an authorized representative for both parties. Customer will pay ForeScout any additional ActiveCare fees to increase the ActiveCare service level for its Products, provided, however, that Customer shall not be entitled to receive, and ForeScout shall have no obligation to provide, any refund, credit or other consideration in the event Customer elects to reduce its ActiveCare services level from ActiveCare Premium, ActiveCare Advanced to ActiveCare Basic. For purposes of clarity, Customer may not simultaneously receive ActiveCare Basic for certain Products and ActiveCare Advanced for other Products. All services provided under ActiveCare shall be conducted in the English language. ForeScout shall use commercially reasonable efforts to provide the services set forth in this Section 2 during Regular Hours for ActiveCare Basic or Premier Hours for ActiveCare Advanced and ActiveCare Premium, as applicable.

3. FORESCOUT SUPPORT.

- 3.1. Customer may contact ForeScout’s support team (“ForeScout Support”) through a list of persons designated by Customer in writing (“Authorized Contact Persons”). If Customer needs to add or remove names to its Authorized Contact Persons list, an authorized Customer representative must notify ForeScout in advance and in writing, and the parties shall mutually determine an arrangement. Such Authorized Contact Persons must have adequate technical expertise or otherwise be trained in administering or managing the Products to assist ForeScout Support in troubleshooting Issues. All inquiries to ForeScout Support must be made by an Authorized Contact Person and ForeScout will have no obligation to accept calls directly from, or otherwise interact directly with personnel other than an Authorized Contact Person.
- 3.2. For ActiveCare Basic, ForeScout Support will respond to Customer during Regular Hours within the Severity Level Response Times. For ActiveCare Advanced and ActiveCare Premium, ForeScout Support will respond within the Severity Level Response Times. Severity Level Response Times and contact methods provided above.
- 3.3. The purchase and preservation of ActiveCare Premium requires Customer’s concurrent (a) purchase and completion of annual Health Checks and (b) the initial and ongoing obligation to purchase and maintain a ForeScout Shared Service Account Manager. If Customer fails to comply with the foregoing requirements and/or cure any such deficiency within thirty (30) days after written notice from ForeScout, Customer’s ActiveCare account shall be downgraded to ActiveCare Advanced up and until the Health Check and Shared Service Account Manager requirements are satisfied. In the event of any downgrade as described in this Section 3.3, Customer shall not be entitled to any refund or credit.

3.4. Software Updates.

- (i) Customer shall receive Software releases or updates that ForeScout, in its discretion, makes generally available without additional charge.
- (ii) In the event that Customer's ActiveCare Term has expired or is otherwise no longer valid, and Customer downloads and uses Modules, Service Packs, or other Software releases or updates that ForeScout makes generally available under ActiveCare, ForeScout will invoice Customer for the then-current list price for one (1) year of ActiveCare fees.

3.5. Advanced Hardware Replacement.

- (i) ForeScout will provide Hardware replacement for a Defective Product in advance of Customer's return of the defective Product, provided that Customer promptly notifies ForeScout in writing of such defect and requests a Return Material Authorization ("RMA"). If ForeScout Operations approves the return request and issues the RMA, (a) for shipments to U.S. locations under ActiveCare Basic, ForeScout will deliver the replacement Hardware within five (5) business days from ForeScout Operation's issuance of the RMA; (b) for shipments to U.S. locations under ActiveCare Advanced and ActiveCare Premium, ForeScout will deliver the replacement Hardware within two (2) business days from ForeScout Operation's issuance of the RMA. In order to ensure the foregoing delivery times, ForeScout Operations must have issued the RMA to Customer by 12pm PT. ForeScout does not guarantee delivery times for shipments outside the U.S. as transportation issues, alternative routing, and customs clearance may delay delivery.
- (ii) Customer shall repack the defective Hardware in a ForeScout carton (provided with the advance replacement unit) to protect it from damage while in transit. Customer shall ship the defective Hardware to ForeScout, with the RMA number clearly displayed on the exterior of the package.
- (iii) If, after attempting to repair the Hardware, ForeScout finds no Issue in the Hardware, ForeScout reserves the right to charge Customer a reasonable replacement charge.
- (iv) If ForeScout does not receive the defective Hardware incorporating all original components delivered by ForeScout, including, without limitation, hard drives, power supply and small form factor pluggable (SFPs), within thirty (30) days of ForeScout's issuance of the RMA, ForeScout may invoice Customer a replacement fee equal to the then-current list price of the applicable Product or components.

4. SUPPORT ISSUE SEVERITY LEVELS.

- 4.1. ForeScout will exercise commercially reasonable efforts to correct any Issue reported to ForeScout by Customer in the Products. Upon ForeScout's receipt of notice of an Issue, ForeScout will assign the Issue one of the severity levels and may escalate the Issues in accordance with the Policy.
- 4.2. Customer is responsible for providing sufficient information and data as reasonably requested to allow ForeScout to correct the Issue. Customer acknowledges that ForeScout will not be responsible for any loss or damages resulting from a failure by Customer to provide such information or data, or otherwise assist ForeScout as and when reasonably requested. If ForeScout believes that any Issue reported by Customer is not an Issue caused by the Products, ForeScout will so notify Customer and will not be under any further obligation whatsoever to remedy the Issue.
- 4.3. If ForeScout fixes an Issue in the most current Software release, then ForeScout shall have no obligation to fix the same Issue in any prior Software release. Customer acknowledges that it will need to upgrade to the current Software release in order to obtain the benefit of such Fix.

5. CUSTOMER RESPONSIBILITIES.

- 5.1. Customer agrees to: (i) ensure that its environment complies with all applicable ForeScout published system specifications; (ii) follow ForeScout's procedures, including those specified herein, when contacting ForeScout Support; (iii) provide ForeScout reasonable access to all necessary information, systems, and personnel to resolve Issues; (iv) promptly implement all

Software updates and Fixes provided by Forescout under this Agreement; (v) update Software to its supported versions; and (vi) use reasonable efforts to internally resolve any support questions prior to contacting Forescout Support.

- 5.2. During the ActiveCare Term, Forescout may collect information regarding Customer's support inquiries and communications. Customer agrees that, as a condition to entering into this Agreement and Forescout's commitment to providing ActiveCare, Forescout may use such information to generate aggregate data so long as the source or content of the communications are not disclosed.
- 5.3. If Customer moves or re-locates Hardware to a location in a country that is different from the country of its previous or original location, Customer must promptly notify Forescout in writing or by emailing Forescout at HWTransfer@forescout.com and include the following minimum information: (i) the customer name, (ii) the appliance serial number, and (iii) the address and country of the appliance's new location.
- 5.4. Customer acknowledges and agrees that failure to provide the notice may diminish Forescout's ability to provide ActiveCare under this Agreement, including meeting any timescales specified herein.

6. EXCLUSIONS.

Forescout shall have no obligation to support the Products in the following events: (i) Product(s) is altered or damaged by acts not attributed to Forescout or the explicit written direction of Forescout; (ii) the installation of or use of the Products (or any portion thereof) with other hardware or software not provided by Forescout; (iii) the Software is not supported in accordance with Forescout's [End of Life Policy](#) ("End of Life Policy"); (iv) any Issues caused by Customer's negligence, abuse, misapplication, or use contrary to the written instructions specified by Forescout or as expressly specified in the applicable Documentation or the explicit written direction of Forescout; (v) any Issues caused by circumstances beyond Forescout's control; (vi) any issues related to unauthorized access or any security breach to Customer's network; (vii) the Hardware is no longer supported by Forescout in accordance with Forescout's then-current End of Life Policy; (viii) Customer is not current on its ActiveCare payments; (ix) Customer has exceeded the applicable Endpoint Count that results in a material degradation of the Product's performance; (x) Customer's failure to implement all updates to the Software made available under this Agreement; (xi) any Issue that is not reproducible by Forescout or that Customer cannot otherwise document; or (xii) any issues with the Products caused by a third party service provider. In addition, Forescout shall have no obligation to support any third-party software or hardware, whether or not such third party software or hardware is provided by Forescout.

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