

Support Services Policy

This document (“**Support Services Policy**”) governs the Support Services as purchased by Customer pursuant to and subject to the terms of the ForeScout Technologies, Inc. (“**ForeScout**”) End User License Agreement (“**EULA**”) available at www.forescout.com/company/legal/eula/ (“**Agreement**”). This Support Services Policy is in addition to and supplements the Agreement. Capitalized words used herein and not otherwise defined shall have the meaning set forth in the Agreement.

Upon Customer’s purchase of Support Services, ForeScout will make commercially reasonable efforts to resolve Customer support Issues in accordance with this Support Services Policy. Customer acknowledges that the timeline for Issue resolution depends on the Severity level, Issue complexity, availability of a workaround, and the availability of customer provided information and systems required to determine the cause of the Issue. All Support Services shall be conducted in English. ForeScout reserves the right to unilaterally update this Support Services Policy by posting updates at www.forescout.com/legal/ or in the ForeScout Community Portal, and all changes will take effect upon commencement of the new term.

1. FORESCOUT SUPPORT CONTACT INFORMATION:

ForeScout Community Portal: <https://support.forescout.com/>

By phone: 1-866-377-8773 (U.S.) or +1-708-237-6591 (International)

2. DEFINITIONS.

“**Support Services**” means ForeScout’s technical support and maintenance services as described in this document.

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

“**Issue**” means any of the four (4) issue severity levels in the table in Section 4 of the Support Services Policy.

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

“**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.

3. PREMIUM SUPPORT SERVICES.

All Customers must purchase Premium Support Services for all acquired ForeScout Products and Appliances. ForeScout shall use commercially reasonable efforts to provide Premium Support Services for the term, which includes the following:

- Technical support assistance twenty-four (24) hours a day, seven (7) days a week, three hundred sixty-five (365) days a year.
- Software Upgrades, Fixes and Workarounds.
- Up to one (1) health check per year which includes an evaluation of Customer’s implementation and a written summary.
- Upgrade planning and assistance, including a pre-Upgrade checklist.
- Reactive configuration and policy tuning assistance (up to forty-eight (48) hours annually).
- Pro-active support, which may include a review of Customer’s current architecture, enablement of device visibility and control policies, or implementation planning for Customer’s ForeScout Product use cases (up to twenty-four (24) hours annually).
- Access to self-guided e-learning in ForeScout Academy.

In the event Customer does not purchase Premium Support Services or Customer's Premium Support Services term has expired or is otherwise no longer valid, and Customer downloads Software Upgrades that ForeScout makes generally available under Premium Support Services, ForeScout or the ForeScout Partner will invoice Customer, and Customer agrees to pay, for the then-current list price for one (1) year of Premium Support Services fees.

4. ISSUE SEVERITY LEVELS AND INITIAL RESPONSE TIMES.

PREMIUM SUPPORT SERVICES		
ISSUE SEVERITY LEVEL	ISSUE SEVERITY LEVEL DEFINITION	INITIAL RESPONSE TIMES
SEV 1 Critical	Functionality is severely impacted. One or more ForeScout branded Products or Cloud Services in Customer's production environment is in a down state and as a result, Customer is unable to manage mission critical elements of its infrastructure.	<1 Hour 24 x 7 x 365
SEV 2 High	Functionality is impacted. Major functionality of the ForeScout branded Product or Cloud Service 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 24 x 7 x 365
SEV 3 Medium	Functionality is impeded. An important function in the ForeScout branded Product or Cloud Service is experiencing an intermittent problem or a non-essential operation is failing consistently, however the Product or Cloud Service remains operable with little or no impact to functionality.	<8 Hours 24 x 7 x 365
SEV 4 Low	Functionality is not affected, but symptoms exist. Nominal impact request. For example, a request for Software or Documentation, aesthetic issues in the Product or Cloud Service, assistance with license activation, password resets, and other non- critical questions.	1 Business Day

The End of Sale (EOS) notice for ForeScout's Basic and Advanced Support Services ("Support Services EOS") can be found here [Support Services EOS](#). ForeScout's previous Support Services-Maintenance and Support Policy can be found here [Support Services-Maintenance and Support Policy](#). Any exceptions to ForeScout's Support Services EOS are at ForeScout's sole discretion.

5. SUPPORT SERVICES PROCESS.

- Customer may report an Issue to ForeScout either through the Customer Support Portal or by telephone. All inquiries to ForeScout must be made by Customer's authorized contact person.
- Once a ticket is generated for an Issue, ForeScout will assign a Severity Level to the Issue and, ForeScout will update Customer as needed, per severity level, or as agreed, until the ticket is closed.
- When a 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.
- 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 Customer will need to upgrade to the current Software release to obtain the benefit of such Fix.

6. CUSTOMER RESPONSIBILITIES.

- Customer agrees to: (i) ensure that its environment complies with all applicable ForeScout published system specifications as set forth in the Documentation; (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 Upgrades and Fixes provided by ForeScout under this Agreement; and (vi) use reasonable efforts to internally resolve any questions prior to contacting ForeScout Support.
- 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 damage resulting from a failure by Customer to provide such information or data, or otherwise assist ForeScout as and when reasonably requested. If ForeScout determines that any Issue reported by Customer is not an Issue caused by the Products, ForeScout will notify Customer and will have no further obligation to remedy the Issue.
- During the Support Services 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 Support Services, ForeScout may use such information to generate aggregate data so long as the source or content of the communications are not disclosed.
- If Customer moves or re-locates an Appliance to 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.
- Customer acknowledges and agrees that failure to provide the notice may diminish ForeScout's ability to provide Support Services under this Agreement, including meeting any timescales specified herein.

7. ENHANCED SUPPORT SERVICES.

ForeScout Enhanced Support Services are sold as an add-on to Premium Support Services and are designed to help customers maintain a healthy implementation and adoption of their ForeScout Products to address evolving business needs ("Enhanced Support Services"). These Enhanced Support Services are ideal for complex environments, health checks, best practices implementation support, maturity assessments, and advanced use-case planning, as well as optimizing visibility, classification, compliance and supporting Customer's security goals. All Enhanced Support Services are offered on a per year basis, will be pro-rated and available to Customer for the term, are delivered remotely, and require Customer to have a valid Entitlement to Premium Support Services for all of Customer's Products and Appliances.

7.1. Gold, Platinum, and Diamond Enhanced Support Services add-on.

Upon purchase of the Gold, Platinum, or Diamond Enhanced Support Service add-on, ForeScout will provide the services as detailed below.

Service	Gold	Platinum	Diamond
Technical account management: technical resource to support Customer's monitoring, tuning, and administration of ForeScout Products	Up to 80 hours	Up to 384 hours	Up to 768 hours
Customer success support: critical incident management, align activities to requirements	Included	Included	Included
Health check(s): includes an evaluation of Customer's implementation and a written summary	Up to 1 per year	Up to 2 per year	Up to 2 per year
Upgrade support: Upgrade planning and assistance, pre-Upgrade checklist, support during the Upgrade process as needed, and post-Upgrade validation review and stability check	Included	Included	Included

Service	Gold	Platinum	Diamond
Configuration support: annual proactive and reactive configuration and policy tuning assistance	Up to 48 hours	Up to 60 hours	Up to 60 hours
Hardware refresh support: planning and guidance support to help replace EOL Appliances with Customer's new ForeScout Appliances	Included	Included	Included
Advisory support: annual proactive support, which may include a review of Customer's current architecture, advice on policy design, device visibility, classification and enforcement, implementation planning, customized dashboards, and recommendations on advanced use cases.	Up to 36 hours	Up to 48 hours	Up to 96 hours
Certified training: ForeScout certified instructor led training, delivered virtually, including one exam attempt for either associate or professional level	Up to 1 per year	Up to 2 per year	Up to 2 per year
E-Learning: access to premium e-learning in ForeScout Academy, with 24 hours of lab access, per student per year	Up to 5	Up to 10	Up to 10
Hands-on training: reverse shadowing with a professional support engineer	-	Included	Included
Support trends: reporting to understand themes and identify actions to mitigate future issues	-	Included	Included
Maturity assessment: a report which will describe findings and recommendations for Customer to leverage in their implementation, including any necessary changes to improve current functionality and assess readiness and pre-requisites to advance security posture with expanded use cases	-	Included	Included
Policy assessment: annual assessment to mature Customer's implementation by identifying gaps and recommending improvements for policy optimization, leveraging advanced integrations, process flow and use cases	-	Up to 40 hours	Up to 40 hours
Optimization support: annual assistance with implementation of recommendations from the Maturity and Policy Assessment	-	Included	Included
Workshop: architecture workshop and operational runbook	-	Included	Included

7.2. Adoption Enhanced Support Services add-on.

ForeScout offers various Adoption Enhanced Support Services add-ons which are specific to the Customer's use cases and Products purchases. Upon purchase of one of the Adoption Enhanced Support Services add-ons, ForeScout will provide the services remotely as detailed below based on the specific Adoption Enhanced Support Services add-on purchased.

- Customer success services.
- Policy optimization, configuration, advanced classification, and, if applicable, segmentation services.
- Collaboration to identify and document criteria for Product adoption and Customer maturity.
- A documented architecture design workshop.
- Operational guidance for Customer specific use cases based on ForeScout best practices.
- Alignment on Customer outcomes with evolving security goals and threats.
- An adoption assessment and product roadmap review to enhance Customer's security posture using the latest ForeScout capabilities.

7.3. Resident Engineer Enhanced Support Services add-on.

ForeScout Resident Engineer is an Enhanced Support Services add-on designed to help augment Customers' team with a dedicated technical expert to support Customer's ForeScout Products. The ForeScout Resident Engineer is a full-time resource available remotely for up to 1,800 hours per year (an average of 150 hours per month), to support Customer with configuration, troubleshooting and general administration and sustainment of Customer's ForeScout Products. The ForeScout Resident Engineer may perform the following:

- Maintain and update ForeScout configurations as needed, including network segments, switch integrations, wireless integrations, and VPN integrations.
- Track internal cases opened with Customer's help desk as a result of a ForeScout Issue and adhere to change management process as specified by Customer.
- Help identify and solve technical problems and interface with ForeScout for any Issues.
- Review, define, and/or apply policies in accordance with Customer's business requirements.
- Participate in project meetings and conference calls to provide ongoing status reports that summarize outstanding issues and project plans.
- Teach Customer how to use the ForeScout Products and provide tailored training and guidance.
- Communicate the latest ForeScout Fixes, functionality, versions, and capabilities.
- Liaise between the technical and business sides of the project, translating complex technical concepts into business terms to expedite Customer's return on investment.
- Assist with operational and technical documentation as it relates to Customer's ForeScout deployment.

8. DEFECTIVE APPLIANCE REPLACEMENT.

- ForeScout will provide a replacement for a Defective Appliance in advance of Customer's return of the Defective Appliance (the "**Replacement Appliance**"), provided that Customer promptly notifies ForeScout in writing of such defect and requests a Return Material Authorization ("**RMA**") and ForeScout approves the RMA request and issues an RMA number.
- ForeScout will deliver the Replacement Appliance within two (2) business days from ForeScout's issuance of the RMA number for shipments to U.S. locations. To ensure the foregoing delivery times, ForeScout must have issued the RMA number 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. With respect to the FS-HW-2130, ForeScout will provide a Replacement Appliance for three (3) years from the shipment date of the original Appliance provided Customer has a valid Support Services Entitlement for the associated Software.
- Customer shall repack the Defective Appliance in a ForeScout carton (provided with the Replacement Appliance) to protect it from damage while in transit. Customer shall ship the Defective Appliance to ForeScout, with the RMA number clearly displayed on the exterior of the package.
- If, after attempting to repair the Defective Appliance, ForeScout finds no Issue in the Defective Appliance, ForeScout or the ForeScout Partner may invoice Customer, and Customer agrees to pay, a replacement fee equal to the then-current list price of the Replacement Appliance.
- If ForeScout does not receive the Defective Appliance 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 number, ForeScout or the ForeScout Partner may invoice Customer, and Customer agrees to pay, a replacement fee equal to the then-current list price of the Replacement Appliance or components. At ForeScout's sole discretion, the return requirement for the Defective Appliance or its components may be waived.
- If an Appliance has reached its end of Support Period ("**EOL Appliance**") as described in ForeScout's then-current End of Life Policy, the EOL Appliance is no longer eligible for Support Services or RMA. In the event ForeScout, in its sole discretion, agrees to extend Support Services for the EOL Appliance for a period set forth in an accepted Order (the "**Special Support Period**") the extension offered through the Special Support Period is

subject to Customer maintaining a valid and current support agreement including payment in full of all applicable fees. RMA shall not be provided during the Special Support Period unless Customer's accepted Order also included EOL Appliance fees.

9. EXCLUSIONS.

- Forescout shall have no obligation to provide Support Services in the following events: (i) Product(s) or Appliance(s) are altered or damaged by acts not attributed to Forescout; (ii) Customer installs or uses the Products (or any portion thereof) with other hardware or software not authorized by Forescout, as set forth in the Documentation; (iii) the Software or Appliance is no longer 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) Customer is not current on its Support Services payments; (viii) Customer has exceeded the applicable Entitlement or does not have a valid Entitlement; (ix) Customer's failure to implement Upgrades to the Software made available under this Agreement; (x) any Issue that is not reproducible by Forescout or that Customer cannot otherwise document; (xi) any Issues with the Products or Appliances caused by a third party service provider; (xii) Customer does not dedicate required resources (CPU, memory, storage) as stated in the Documentation for each virtual or cloud deployed instance; dedicated means sufficient resources are fully reserved/mapped to each virtual or cloud instance, respectively, with no ability to share the same resources across other compute workloads; or (xiii) Customer has not purchased the flexible deployment right in lieu of Forescout Appliance(s).
- Forescout will have no obligation to provide Support Services for Software or related Cloud Services in the event that Customer deploys the Software on an EOL Appliance that is no longer supported by Forescout in accordance with Forescout's then-current End of Life Policy.
- 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.