

EVERFOX

CUSTOMER SOFTWARE SUPPORT PROGRAM DESCRIPTION

The terms of this Customer Software Support Program Description (“Software Support Policy”) are incorporated into and governed by the terms and conditions of the applicable Everfox End-User License and Subscription Agreement (“EULA”).

Subject to Customer paying the applicable Software Support Fees for the Software Support Services offering(s) in an Order, the applicable Support Services will be provided in accordance with this Software Support Policy for the applicable Software products.

1. GENERAL

- 1.1. Any capitalized terms not defined in the present Software Support Policy shall take the meaning as set out in the applicable EULA.
- 1.2. Customer agrees that the description of the various support obligations outlined in this Software Support Policy are only valid during the Support Term and that Everfox has no obligation to provide Support to the Customer if the Customer allows its Support Term to expire. If the Customer allows the Support Term to lapse, its continued use of the Product is still subject to the terms of the EULA provided; however, the Customer will not be entitled to receive Support. If the Customer later decides to reinstate Support for the Product(s), the Customer must pay the associated Fees for the term in which the Customer makes that election, and for the lapsed period for which the Customer has not paid, plus an additional reinstatement fee.
- 1.3. Everfox shall periodically notify Customers of Software Updates, and Customer agrees to receive such notifications. At its sole discretion, Everfox may designate a particular release of the Product as a Software Upgrade. Everfox reserves the right to impose additional charges for Upgrades.
- 1.4. Everfox shall not be responsible for correcting any errors not attributable to Everfox. Errors attributable to Everfox shall be defined as those errors reproducible by Everfox on unmodified Products.
- 1.5. If it is found that a particular error is fixed in the most current Product release, then Everfox shall have no obligation to fix the error in any prior Product release and the Customer will need to upgrade to the current Product release in order to obtain the fix.
- 1.6. Upon discovery of critical security vulnerabilities in an Everfox Product, Everfox shall promptly notify the Customer in writing, which may include electronic communications, detailing the nature of the security vulnerability, its potential impact and any immediate mitigation steps required to limit risk alongside a plan to address the underlying problem.

2. LEVELS OF SUPPORT

- 2.1. Everfox offers three Customer Support programs from which Customers can choose: (1) Standard Support, (2) Premium Support, and (3) Premium Plus Support. Standard Support is included with the purchase or renewal of subscription-based products. Premium and Premium Plus Support are available for additional fees and are only provided after those fees have been paid. Standard Support is intended to provide general technical expertise specifically related to Everfox Products. Additional support options such as Premium, Premium Plus, or Professional Services are offered to provide enhanced support specific to the Customer’s unique environment and requirements.

2.2. **Everfox Standard Support**

2.2.1. Everfox Standard Support includes access to:

- a) Tech alert bulletins.
- b) Software Updates, patches, and applicable documentation.
- c) Knowledgebases and documentation.
- d) Business Hour (as defined in Table 2) support of Severity One through Four issues through the Agreed Support Channels (as defined in Section 5) in line with the Service Level Targets presented in Table 1.

2.2.2. Everfox Standard Support does not include technical assistance for planning and integrating Software Updates. If the customer requires this support, additional Professional Services can be purchased separately.

2.3. **Everfox Premium Support**

In addition to Standard Support, Everfox Premium Support includes the following:

- a) 24/7 support for Severity One and Severity Two issues through the Agreed Support Channels in line with the Service Level Targets presented in Table 1.
- b) The assignment of a Customer Success Manager (CSM).
- c) Customer onboarding:
 - Develop a Customer Success Plan which includes a Service Design Package
 - Review Service Target Levels
 - Review ticketing system and opening a support ticket
- d) Quarterly activities (delivered remotely):
 - Review the progression of the Customer Success Plan.
 - Health checks to assess the overall technical and operational health of the solution to ensure the Product(s) are configured to maximize functionality. A health check report is provided at the conclusion of a health check, outlining a summary and recommendations.
- e) Up to 20 hours per year of remote annual technical support is provided for planning and integrating Software Updates. For additional support beyond this limit (such as assistance with a Major Update), extra Professional Service hours must be purchased.

2.4. **Everfox Premium Plus Support**

Everfox Premium Plus Support includes all the benefits of Premium Support. In addition to the benefits of Premium Support, Premium Plus Support includes the following:

- a) Enhanced Service Level Targets presented in Table 1.
- b) Proactive collaboration between the CSM and the Customer to support optimum use of the Everfox Products. Please note that the CSM will provide general remote Customer support of the deployment, adoption, and optimum use of Everfox Products. Installation, accreditation, and training are additional offerings provided through Everfox's Professional Services. Upon request, Everfox will provide a detailed cost estimate and Statement of Work.
- c) Guidance and advice from the CSM and other Everfox technical and domain experts on product usage, including system architecture, version migrations, training options, and configuration to meet the customer's primary use cases.
- d) An additional 20 hours (total of up to 40 hours per year) of remote annual technical support for planning and integrating Software Updates. For additional support beyond this limit (such as assistance with a Major Update), extra Professional Service hours must be purchased.

3. **SERVICE LEVEL TARGETS**

- 3.1. Response and Resolution targets vary based on the Customer's support level and the severity of the issue reported.
- 3.2. Everfox aims to meet or exceed the Service Level Targets set forth below in Table 1 and will use commercially reasonable efforts to achieve them. However, due to the unpredictable nature of faults, including their type and recurrence, Everfox cannot guarantee compliance with these targets.

Severity Level	Response			Resolution	Conditions
	Standard	Premium	Premium Plus		
Severity One - Business is severely impacted. - <i>Product rendered unavailable or unresponsive in a live Production deployment and requires immediate fix.</i>	1 Business Hour	45 minutes (24x7)	30 minutes (24x7)	1 Business Day	Requires a phone call from the Customer to log a Severity One ticket.
Severity Two - Business is disrupted but functioning. - <i>Sub-component or major application in a live production deployment not functioning as described.</i> - <i>Major performance degradation of a live production environment.</i>	4 Business Hours	2 hours (24x7)	1 hour (24x7)	2 Business Days	Requires a phone call from the Customer to log a Severity Two ticket.
Severity Three - Business is not affected but symptoms exist. - <i>Minor application not functioning as documented.</i>	8 Business Hours	6 Business Hours	4 Business Hours	-	-
Severity Four - A request for information. - <i>General usage questions.</i> - <i>General information requests.</i> - <i>Feature requests.</i>	2 Business Days	2 Business Days	1 Business Day	-	-

Table 1: Service Level Targets

3.3. For the purposes of Table 1 above:

3.3.1. **Response** targets refers to the time between the Customer submitting a new incident to Everfox's support team (via the agreed support channel and consistent with the conditions) and Everfox providing an acknowledgment that the incident has been received by a support staff member. For the purposes of this clause, an automated ticket acknowledgment does not constitute a **response**.

3.3.2. **Resolution** targets refers to the time between the Customer submitting a new incident as specified above in 3.3.1 and Everfox marking the incident as "solved" or "resolved." An incident is considered to be **resolved** when: (a) Everfox has provided a fix or workaround and the Customer confirms resolution after following Everfox's instructions, or (b) Everfox has provided Customer with an action plan to resolve the incident in full. Customer acknowledges that some incidents may require more time to resolve than is specified in the table above.

3.3.3. Business Hours and Business Day are defined per region:

Region	Business Hours	Business Day
EMEA	09:00 – 17:00 UK time on a Business Day.	Any day from Monday to Friday (inclusive), excluding UK bank and public holidays.
Americas	09:00 – 17:00 US Eastern time on a Business Day.	Any day from Monday to Friday (inclusive), excluding US Federal holidays.
APAC	09:00 – 17:00 Australian Eastern time on a Business Day.	Any day from Monday to Friday (inclusive), excluding Australian public holidays.

Table 2: Business Hours and Business Day Definitions

4. Customer Responsibilities

- 4.1. The Customer must establish and maintain its own internal support function to provide Level 1 and 2 support to the Customer's authorized users of the Everfox Products. It will be the responsibility of the Customer's Level 2 team to escalate support issues to Everfox as required.
- 4.2. To efficiently resolve issues, it is important that there is clear and effective communication between the Customer's Level 2 team and Everfox. The first step of the process requires an accurate reporting of the issue by the Customer. The Customer will need to provide Everfox with at least the following information to initiate the process outlined in this document:
 - a) Customer name and organization.
 - b) Quote or Purchase Order number.
 - c) Technical contact information including: name, telephone number, and email address.
 - d) The software version installed.
 - e) Preliminary assessment of the scope and severity of the problem, including the number of affected users.
 - f) Additional details and files as requested by Everfox as needed to resolve the issue.
- 4.3. A case number will be assigned and provided to the Customer. The Customer should retain and use this case number in order to facilitate future communications regarding the issue.

5. Agreed Support Channels

There are multiple ways for Customers to engage support, depending on the product. The following table provides the Product and method to obtain support:

Everfox Product	Support Method
EverView EverExplore EverInsight Everfox Data Diode (EDD) Everfox Data Guard (EDG) Everfox Management Console (EMC) EverCase	Recommended: Open a case online at: https://everfox.atlassian.net/helpcenter/efcustomersupport/ or email: productsupport@everfox.com Standard Support Customers (Business Hours) - Americas (+1) 855 617 5441 - EMEA (+44) 207 078 9433 - APAC (+61) 261 05 9942 Premium and Premium Plus Customers - Contact details provided in the Service Design Package to include a 24x7 phone number
High Speed Verifier (HSV) Everfox CDR Everfox for Mail:M365 Everfox Information eXchange (IX) Everfox Application eXchange (AX) Everfox Gateway eXtension (GX)	Recommended: Open a case via email globalsupport@everfox.com Standard Support Customers (Business Hours) - Americas (+1) 855 617 5441 - EMEA (+44) 845 519 4524 - APAC (+61) 261 05 9942 Premium and Premium Plus Customers - Contact details provided in the Service Design Package to include a 24x7 phone number
Trusted Thin Client (TTC) High Speed Guard (HSG) High Speed Guard SP (HSGSP) SimShield Trusted Gateway Systems (TGS) Trusted Mail Server (TMS) Trusted Print Delivery (TPD) WebShield Convergence CrossView Data View InnerView Spotlight	To open a case: Email Federal Customer Support Services at email: fcss@everfox.com Standard Support Customers (Americas Business Hours) - Americas (+1) 844 642-2748 Premium and Premium Plus Customers - Contact details provided in the Service Design Package to include a 24x7 phone number

Table 3: Agreed Support Channels for Everfox Products

6. Excluded Support

6.1. Everfox is not obligated to perform support as a result of the following:

- a) If the associated Product version is End of Life (EOL);
- b) The fault or negligence of the Customer, its employees, agents or contractors;
- c) The Customer's failure to comply with the Terms and Conditions outlined in this Support Agreement and End User License Agreement (EULA);
- d) The Customer's failure to provide reasonable cooperation (having due regard to Customer's skills, capacity, and knowledge) to Everfox in helping to identify the nature of the issue or failure;
- e) The Customer's failure to implement all Software Updates to the Product which are made available;
- f) The Customer's failure to provide a suitable installation environment;
- g) Any alteration, modification, enhancement, or addition to the Products performed by parties other than Everfox or its authorized contractors;
- h) Use of the Products in a manner or for a purpose for which they were not designed;
- i) Operation of the Products outside of environmental specifications;
- j) Interconnection of the Products with 3rd party products not supplied by Everfox;
- k) Use of the Software on any systems that do not meet the minimum software requirements specified by Everfox for such Software;
- l) Introduction of data into any database used by the Products by any means other than the use of the Software.