



MSP Support Services Policy

This document (“**MSP Support Services Policy**”) governs the Support Services as purchased by MSP pursuant to and subject to the terms of the Managed Services Provider Program Agreement (“**Agreement**”). This MSP 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 MSP’s purchase of Support Services, Forescout will make commercially reasonable efforts to resolve MSP support Issues in accordance with this MSP Support Services Policy. MSP acknowledges that the timeline for Issue resolution depends on the Severity level, Issue complexity, availability of a workaround, and the availability of MSP and 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 MSP 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 Hardware**” means any Hardware, as determined by Forescout, whereby a characteristic of the Hardware 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 Hardware, 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 MSP in writing to avoid an Issue without substantially impairing MSP’s use of the Products.

3. SUPPORT SERVICES.

MSP must purchase Support Services for all acquired Forescout Products and Hardware. Forescout shall use commercially reasonable efforts to provide 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.

In the event MSP does not purchase Support Services or MSP’s Support Services term has expired or is otherwise no longer valid, and MSP or MSP’s Customer downloads Software Upgrades that Forescout makes generally available under Support Services, Forescout will invoice MSP, and MSP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



4. ISSUE SEVERITY LEVELS AND INITIAL RESPONSE TIMES.

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, MSP 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

5. SUPPORT SERVICES PROCESS.

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

6. MSP RESPONSIBILITIES.

- MSP is responsible for providing Tier 1 End User Support Services as set forth in the Partner Program Guide.
- MSP agrees to: (i) ensure that its Customer's 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.



- MSP is responsible for providing sufficient information and data as reasonably requested to allow Forescout to correct the Issue. MSP acknowledges that Forescout will not be responsible for any loss or damage resulting from a failure by MSP to provide such information or data, or otherwise assist Forescout as and when reasonably requested. If Forescout determines that any Issue reported by MSP is not an Issue caused by the Products, Forescout will notify MSP and will have no further obligation to remedy the Issue.
- During the Support Services term, Forescout may collect information regarding MSP's support inquiries and communications. MSP 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 MSP moves or re-locates Hardware to a country that is different from the country of its previous or original location, MSP 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 Hardware serial number, and (iii) the address and country of the Hardware's new location.
- MSP 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. DEFECTIVE HARDWARE REPLACEMENT.

- Forescout will provide a replacement for Defective Hardware in advance of MSP's return of the Defective Hardware (the "**Replacement Hardware**"), provided that MSP 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 Hardware 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 MSP 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 Hardware for three (3) years from the shipment date of the original Hardware provided MSP has a valid Support Services Entitlement for the associated Software.
- MSP shall repack the Defective Hardware in a Forescout carton (provided with the Replacement Hardware) to protect it from damage while in transit. MSP shall ship the Defective Hardware to Forescout, with the RMA number clearly displayed on the exterior of the package.
- If, after attempting to repair the Defective Hardware, Forescout finds no Issue in the Defective Hardware, Forescout may invoice MSP, and MSP agrees to pay, a replacement fee equal to the then-current list price of the Replacement Hardware.
- 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 number, Forescout may invoice MSP, and MSP agrees to pay, a replacement fee equal to the then-current list price of the Replacement Hardware or components. At Forescout's sole discretion, the return requirement for the Defective Hardware or its components may be waived.
- If a Hardware unit has reached its end of Support Period ("**EOL Hardware**") as described in Forescout's then-current End of Life Policy, the EOL Hardware 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 Hardware for a period set forth in an accepted Order (the "**Special Support Period**") the extension offered through the Special Support Period is subject to MSP 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 MSP's accepted Order also included EOL Hardware fees.



8. EXCLUSIONS.

- Forescout shall have no obligation to provide Support Services in the following events: (i) Product(s) or Hardware are altered or damaged by acts not attributed to Forescout; (ii) MSP or 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 MSP or 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 MSP or Customer's network; (vii) MSP is not current on its Support Services payments; (viii) MSP has exceeded the applicable active MSP Entitlements or does not have a valid MSP Entitlement; (ix) MSP's failure to implement Upgrades to the Software made available under this Agreement; (x) any Issue that is not reproducible by Forescout or that MSP cannot otherwise document; (xi) any Issues with the Products or Hardware caused by a third party service provider; (xii) MSP 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) MSP has not purchased the flexible deployment right in lieu of Forescout Hardware.
- Forescout will have no obligation to provide Support Services for Software or related Cloud Services in the event that MSP deploys the Software on an EOL Hardware unit 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.