

SUPPLEMENTAL TERMS OF USE
(FOR SOFTWARE SUPPORT SERVICES)

This Supplemental Terms of Use (for Software Support Services) (“**Supplemental Terms of Use**”) sets forth the Software Support Services that we make available to you in connection with the Metered Software and/or Subscription Software that you purchase from us pursuant to a Software Order; and such Supplemental Terms of Use are in addition to the Customer Terms of Use between you and us that govern your use of Aviatrix Offerings (“**Customer Terms of Use**” or “**Agreement**”). Unless already defined, all capitalized terms in these Supplemental Terms of Use shall have the meaning given in the Customer Terms of Use. In the event of a conflict between these Supplemental Terms of Use and the Customer Terms of Use, these Supplemental Terms of Use shall prevail.

Provided that you remain current in your payment obligations to us (including by your Approved Source, if applicable), we will provide you with the Software Support Services set forth in these Supplemental Terms of Use during the entire Subscription Term, subject to your compliance with your obligations and responsibilities herein.

1. 24x7x365 SUPPORT SERVICES AND ACCESS TO AVIATRIX CUSTOMER PORTAL

1.1. 24x7x365 Maintenance and Technical Support. As part of the Subscription Services you purchase, we provide 24x7x365 support of the Software as further set forth in these Supplemental Terms of Use.

1.2. Access to Software Support Services. You may initiate a ticket as further described in Section 2 below by email or phone and there are additional resources available on our community resources webpage:

Aviatrix Community and Support Contacts
https://community.aviatrix.com +1 888-311-8328 support@aviatrix.com

2. SUPPORT CLASSIFICATION

2.1. Classification of Tickets. We classify Software Support Services in the following categories:

- “**Incident**” is any event or occurrence that is unplanned and not part of the standard operation of the Software that causes an interruption or reduction in the quality of the applicable Software;
- “**Problem**” is a root cause condition that can arise without the existence of a corresponding Incident and may or may not cause an interruption or reduction in the quality of the applicable Software;
- “**Maintenance**” is Software updates, patches, fixes, and general release versions that we make available to all customers with an active Software Subscription.

- **“Device Support”** is support for a Device that you obtain through the applicable Third-Party Provider as may be set forth on a Software Order. We will reasonably assist you in the diagnosis of a Device failure.

Consulting Services may be available to you pursuant to a Software Order for support requests that do not fall under the categories above.

3. INCIDENT MANAGEMENT AND PROBLEM REPORTING

3.1. Reporting of Incidents.

Incident Tickets. You may create an incident ticket by contacting us as described in this Supplemental Terms of Service. In order for us to properly assess and analyze the Incident, you must provide us with sufficient information, including, at a minimum, the following: (i) an Incident title; (ii) the date and time of the event from which the Incident arises; (iii) a detailed description of the Incident and how it is impacting your use of the Software; and (iv) any other information that may be helpful (e.g., submitting Telemetry Data to us through the applicable support feature in your Controller(s), screen shots, etc.).

3.2. Incident Response Time. For each Incident, we will respond according to the table below:

	Action	Time Interval/ Response Time
(a)	Critical – P₁ Complete loss of Software functionality affecting critical Customer business operations, with response time starting on the creation of an Incident ticket pursuant to Section 3.1 above	Within one (1) Hour
(b)	Major – P₂ Significant degradation of Software functionality affecting critical business operations, with response time starting on the creation of an Incident ticket pursuant to Section 3.1 above	Within four (4) hours
(c)	Minor – P₃ Minor degradation of Software functionality that does not affect critical business operations, with response time starting on the creation of an Incident ticket pursuant to Section 3.1 above	Within twelve (12) hours

3.3. Resolution of Incidents. If an Incident is deemed to be an Error (as defined below), we will use commercially reasonable efforts to resolve such Error. If the Incident is deemed to not be an Error, we will have no obligation to resolve the Incident; provided, however, we may resolve the Incident if possible, or assist you in its resolution, which may be on an time and materials basis subject to our then-current standard rates and subject to mutual written agreement setting forth the scope of Consulting Services to be performed. We may resolve an Incident by workaround and subsequent Maintenance of the Software.

"Error" means a material failure of any Software to perform in accordance with its Documentation. Errors do not include, and we will have no responsibility for, any failure of any Software caused by any of the following: (i) any alterations, or modifications not made or approved by us in writing; (ii) the failure to operate the in accordance with our installation and operating instructions, or Documentation; (iii) you fail to reasonably assist us in verifying, reproducing and correcting error conditions, or we are unable, after using reasonable efforts, to verify and reproduce the error condition reported by you; (iv) any failure of the computer operating systems, hardware environment, third party software, hardware, network, internet, connectivity or power systems

utilized by you, including those provided to you by Third-Party Providers; or (v) any Force Majeure Event.

3.4. Problem Reporting. The purpose of problem reporting is to reduce the number of Incidents which are an Error and improve overall Software quality. A Problem ticket is submitted at a time when the Problem described does not affect Software quality and/or performance, i.e. it is not an Incident. Such ticket will include the following at a minimum: (a) a Problem title; (b) the date and time of event(s) from which the issue arose that appears to reflect a Problem; (c) a detailed description of the issue and how it is impacting your use of the Software; and (d) any other information that may be helpful (e.g., submitting Telemetry Data to us through the applicable support feature in your Controller(s), screenshots, etc.). Problem tickets are addressed on a commercially reasonable basis after Incidents are resolved pursuant to Section 3.2 above.

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