

## HAProxy Support Terms

These Support Terms (“**Support Terms**”) describe how the Customer gains access to Support and are incorporated by reference into the applicable Subscription and Services Agreement entered into by and between Customer and Company (“**Agreement**”). Defined terms used but not defined herein will have the meaning set forth in the Agreement.

### ADDITIONAL DEFINITIONS

“**Critical Defect**” shall mean a Defect which renders the core functionality of the Software inoperable.

“**Consultative Support**” shall mean the assistance provided to Company upon request related to best practices and optimization of the Software.

“**Defect**” means a condition in the Software reported to Company that causes the Software to fail to function in compliance with the material technical specifications of the Software and Documentation.

“**Moderate Defect**” means a Defect which causes a message error or document error but does not significantly impact the operation of the Software. Workarounds are generally available. Such Defects may be dealt with by Patch or by Workaround or in the next Release.

“**Patch**” means an update to the software, typically to fix a known Defect(s).

“**Workaround**” means a temporary solution which restores operational capability of the Software, without severely compromising the performance thereof. For the purposes of clarity, “severely” is defined as not greater than a 30% performance penalty to core load balancing functionality.

#### 1. Services Requests

1. The following technical support-related Services are covered by this SLA (“Service Requests”):
  - Assistance for Emergencies, Reduced Operations and Inconvenience arising from Defects.
  - Installation, configuration and usage instructions;
  - Instructions for installing updates and patches
  - Remote diagnosis of issues (if onsite, extra costs may apply)
  - Bug and enhancement reporting
2. The above technical services are provided via:
  - Company’s support portal (<https://my.haproxy.com/>)
  - Phone or video calls
  - Consultative support as scheduled and agreed to via the Company support system.

1. The following services are not included as part of the Basic or Business packages:

- Custom reporting
- Custom scripting
- Modifications to any Products
- Comprehensive product training
- Integration of our Products with third-party products
- System or network design
- Hardware or environment support
- On-site assistance (unless otherwise agreed in an Order Form)

Customers can make Service Requests through the Company support portal 24/7/365 or the support chat during business hours. Services Requests made by the support chat must be accompanied by a Services Request logged through the support portal. In the written Services Request, Customer will include a Defect report enclosing results of Defect analysis with all the reasonable information to enable Company to carry out the Support Services without undue delay. Support is not available via remote system access.

Customers shall use commercially reasonable efforts to evaluate whether the Defect originates within the Software and take reasonable means to qualify and characterize the Defect. Categorization of the Defect will be made in accordance with the Defect level definitions set forth herein. Services Requests shall be categorized according to the category of the Defect identified. Company will take into consideration the Customer's estimated categorization of the Defect.

"Critical" means that either Product primary or redundant service is unavailable with no workaround.

"High" means that primary services are unavailable however there is a workaround.

"Moderate" Loss of functionality, however services remain online

"Low" No loss of service; the result is a minor error, incorrect behavior, or documentation.

"Informational" No loss of service because of the Product, Request for Information or question.

## 2. **Response to Service Requests**

Company will acknowledge receipt of the Services Request and of the Defect report by email in accordance with the response times set forth herein. The response will include an identification number and confirmation of the Services Request, and may include a request for further information. During the performance of the Support Services, the communication processes described herein will apply until the Resolution of the Defect or closure of the Services Request.

### 3. Response Times

“Response Time” means the elapsed time between the receipt by Company of a Service Request via Company’s support portal and the target time within which Company provides a response, including a verbal or written confirmation to Customer of receipt.

The Support Services shall be provided according to the following service levels:

Service Request Priority	Premium Support Response Time	Business Or Basic Support Response Time
Critical	30 minutes	8 hours
Moderate	2 days	Commercially reasonable
Informational	3 days	Commercially reasonable
Consultative Support	Business Hours if pre-scheduled	N/A
HAPEE Supported Versions	Current Version – 3 years	Current Version – 3 years
ALOHA Supported Versions	LTS Releases Current Version – 3 years Non LTS Releases Current Version – 18 months	LTS Releases Current Version – 3 years Non LTS Releases Current Version – 18 months
Support Hours	24/7	09h00 – 18h00
Communication	Support Portal, Support chat, Email	Support Portal, Email
Maintenance & Updates	Provision of product updates.	Provision of product updates.

The above timeframes commence when Customer provides a Services Request with all the necessary and appropriate information.

#### **4. Escalation Procedure**

Escalations should be sent to [escalations@haproxy.com](mailto:escalations@haproxy.com) and should include the service request number and reason for escalation.

#### **5. Customer Obligations**

The Customer shall provide cooperation and assistance to Company in Company's efforts to provide support, failure to do so will render the SLA response times invalid. Customer will designate appropriately skilled support personnel who are trained in the use of and are knowledgeable about the Customer environment in which the Products operate to be responsible for reporting errors and receiving and implementing corrective actions.

Such cooperation and assistance from the Customer shall include but not be limited to:

- The timely transmittal and release to Company of appropriate and accurate documentation and information.
- Reproducing the error, demonstrating to the Company how to reproduce the error or providing log files, diagnostic tests or other investigative support.
- If requested and required, Customer shall provide Company with access to Customer's personnel and its equipment to work on Service Requests as needed.
- Customer shall provide Company with all relevant information requested in relation to the Service Request.
- Customers are encouraged to maintain a current backup of all configurations.
- Customer shall ensure its personnel are familiar with the Products and how they operate within the Customer environment.
- Customer shall keep the Supported Environment up to date.

The HAProxy Server (community edition) is made available under an open source software license and is not provided as part of the Agreement. Company performs new package builds for the Product (Enterprise) as frequently as daily for bug fixes and feature updates. Company is not responsible for the updated functions of the Product in the community edition. Additionally, the Company's Support team may be unable to replicate certain issues the Customer may face with a particular community edition configuration. To ensure the highest levels of performance, security and reliability, the Company recommends prioritizing migration to the Product (Enterprise).

Customer agrees not to provide any sensitive information, Confidential Information, or personal data (other than the name/email of the individual requesting support) to Company in connection with a Service Request or consultative support (described below).

#### **6. Consultative Support**

Consultative support entitles the Customer to engage a Company expert in a discussion of best practices for generic topics including implementation, tuning, approaches to achieving business outcomes, general technical topics, and architecture. Consultative support is limited to knowledge that can be communicated during a real-time conversation or by support ticket and on a reasonable effort basis. If applicable, consultative support may include current documentation. Topics out of scope for Consultative support include Product training, site-specific research, implementation/installation activities, live troubleshooting, and creation or delivery of any new deliverable(s). For out of scope topics Customer can schedule a Professional Services engagement with Customer sales representative or account manager.

Customers must make requests for Consultative support sessions through the ticket portal, at least three (3) business days in advance of the desired meeting. Create an informational ticket with the Product best related to the advice sought. HAProxy Technologies will make all efforts to schedule consultative support calls based on the Customer's requested timing, but

reserves the right to schedule at a mutually agreed alternative date if necessary.

**7. On-Site Support**

On-site support is available as consumable Professional Services credits. Please contact [sales@haproxy.com](mailto:sales@haproxy.com)