



Semperis Premier Support Plan

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Preface

Protecting your Microsoft Active Directory (AD) environment is critical for maintaining normal business operations. As such, Semperis offers technical support for Semperis products installed in customers' production environments.

During the Support term, Semperis offers the following support plan options for its customers:

- **Standard plan:** Default support plan that is included with Semperis' products.
- **Premier plan:** Optional extended support plan.

This document describes the coverage and scope of the premier support plan, the process for submitting a support request to Semperis' support team and additional provision related to the provision of Semperis' support services.

Definitions

"Annual Uptime Percentage" means the total number of minutes in a 12-month period, minus the number of minutes of Unplanned Downtime during that same 12-month period, divided by the total number of minutes in that 12-month period. This calculation shall be made at the end of a one-year Term, or at the end of each successive 12-month period of a multiple year Term, as applicable.

"Business Hours" means Monday through Friday (excluding national or local holidays in the Americas and local holidays in EMEA) from 9 am to 6 pm (ET in the Americas or CET in EMEA), in accordance with the region-attribution as agreed between Semperis and customer.

"Catastrophic AD Outage" means when customer's Active Directory has stopped working and customer's system is not operational.

"Issue" means a product defect that causes the product to fail to function in accordance with the documentation or other applicable specifications.

"Major Version" means a new version of a product which contains significant architectural, functional, or technological changes. Such a version may or may not be identified by incremental changes in the version number to the immediate left of the decimal point (such as 3.1 to 4.1). Company, at its full and sole discretion, will decide when a version is regarded as a Major Version.

"Product" means software on-prem products developed by Semperis and licensed to customers by Semperis or its authorized partners (except for Semperis MSSPs).

"Respond" or **"Response"** means that a Semperis support engineer has commenced efforts to resolve the Issue, either temporarily or permanently.

"Scheduled Downtime" means scheduled planned maintenance that will include periods of time in which the service will not be available for use by customer. Semperis will provide the customer with reasonable advance notice of any scheduled downtime.

"Semperis" means Semperis, Inc. or any of its affiliates.

"**Severity**" means the severity level assigned to each reported issue as set forth in the "Severity Levels" section below.

"**Support Term**" means the term of the commercial license agreement signed with the customer for provision of the product (to the extent such agreement contains support services)

"**Target Response Time**" means the time that passes from the moment an issue is reported by a customer in accordance with the provisions of this SLA until Semperis responds.

"**Update**" means a version that has been produced primarily to overcome defects in, or to improve the operation of a product.

"**Unplanned Downtime**" means the overall number of minutes that customer was unable to use the service due to the service being unavailable during a calendar year. Service unavailability is calculated using monitoring software and other internal tools. Unplanned downtime excludes scheduled downtime for maintenance.

"**Version**" means a release of a product that contains new features, enhancements, and/or maintenance updates, or for certain products, a collection of revisions packaged into a single entity and, as such, made available to our customers.

Severity Levels

When reported, issues are assigned one of the following severity levels:

- **Severity 1:** One of the following: (i) Forest Recovery is required; (ii) urgent AD object recovery with high business impact is required, or (iii) there is a severe business impact or outage of the customer's service to its customers or users, which is caused by an issue in Semperis products.
- **Severity 2:** A material degradation of a customer's services to its customers or users caused by a malfunction in Semperis products.
- **Severity 3:** An issue that does not prevent a customer from providing service to its customers or users or any issue that is not classified as Severity 1 or Severity 2.

Semperis Premier Support

Semperis Premier Support provides production environment support for customers who operate around-the-clock or across multiple geographies. Premier Support is an optional upgrade to the Standard Support plan and is NOT included with the products. You are eligible for Premier Support only if such support is explicitly mentioned in an applicable purchase order.

Coverage Overview

The following table highlights the coverage provided with the Semperis' Premier support plan.

| Service | Semperis Support |
|--|---------------------------------|
| Software updates | Included |
| Access to Semperis Support | 24 X 7 |
| Technical assistance in the event of a catastrophic AD outage | 24 X 7 (ADFR Customers Only) |
| Assistance and responses with support requests | See SLA Support |

SLA Support

The following table outlines the target response times available with Semperis' Premier support plan.

| Severity | Initial Response |
|--|--|
| Catastrophic AD outage Applies to Semperis ADFR customers only | 1 hour or less <i>NOTE: In the event of an incident that impacts multiple Semperis customers, Premier plan customers are provided with priority assistance.</i> |
| Severity 1 issue | One hour or less |
| Severity 2 issue | During business hours: 4 hours or less Outside business hours: 12 hours or less |
| Severity 3 issue | Next business day |

Uptime Commitment (SaaS solutions)

The following uptime commitment applies only to Semperis' SaaS offerings.

| Uptime measure | Standard |
|--|----------|
| Annual Uptime Percentage See Definitions for explanation of how this percentage is calculated. | 99% |

In the event that the Annual Uptime Percentage is not achieved for the Service (*x*) at the end of the Term in the case of a one-year commitment, or (*y*) at the end of each successive 12-month period of a multiple year Term, the Customer may request an extension to the Term without charge as follows:

| Annual uptime | Extension of service term |
|--|-------------------------------|
| Under 99% but greater than or equal to 95.5% | 5 days extension to the term |
| Under 95.5% but greater than or equal to 95% | 10 days extension to the term |
| Under 95% | 15 days extension to the term |

How We Can Help

We have helped customers deploy Semperis products in hundreds of different environments. Leverage our experience to streamline your deployment and realize a greater return on investment – now and into the future.

Contacting Semperis Support

To receive support from Semperis' support team, please call, email, or open a support case online as described below.



Note:

All communication must be made in English. Support services will be provided in English.

24-Hour Support Hotline

Phone calls to our Support Hotline phone numbers are answered 24 hours a day, 7 days a week.

| Region/Country | Phone number |
|--|-------------------|
| North America (US, Canada) and South America | +1 888 246 7696 |
| United Kingdom | +44 20 3608 1509 |
| France | +33 3 39 80 02 70 |
| Israel | +972 3 763 0954 |
| Australia | +61 1800 497 162 |

Semperis will notify customers through its assigned CSM or via the Support page (www.semperis.com/support) of any additions or changes to its Support Hotline phone numbers.

Online Support Request

An online support request may be created by filling out and submitting the Contact Support Form located at <https://www.semperis.com/support/>.

Email

A support request may be created by sending an email to Semperis at support@semperis.com. **All support requests received via email are automatically classified as Severity 2.**

Essential Details about Contacting Semperis Support

To ensure target response times:

- In a **catastrophic AD outage**, you **MUST** contact Semperis support via the 24-hour Support Hotline applicable to your geographic area.
- **Severity 1 issues** must be reported via the 24-hour Support Hotline applicable to your geographic area.

For Support Hotline phone numbers, see [24-Hour Support Hotline](#)

Required Information When Reporting an Issue

All support requests must, at a minimum, include the following details:

- Contact Name
- Company (that is, customer name)
- Email address
- Phone Number
- Severity Level (specify 1, 2, or 3).



Note:

Email support requests do not require severity level classification and are automatically classified as Severity 2.

- Product Name
- Product Version (full build number specified in the settings page of the Product)
- Subject Line (high-level description of the issue)
- Description
 - Detailed description of the issue.
 - Was anything changed before it started?
 - When did it start?
 - Scope – Which servers/services are affected?
 - Steps that were taken before contacting Semperis.

Customer Responsibilities

The customer will designate one or more English-speaking personnel as a technical point of contact (**TPC**). Each TPC will be appropriately trained and certified by Semperis for the relevant product. Support requests to Semperis shall be made only by TPCs.

The customer is responsible for cooperating with and aiding Semperis' support team in responding to product issues. Customer responsibilities include, amongst others, the following:

- For catastrophic AD outage events and Severity 1 issues notwithstanding when opened, and Severity 2 issues opened outside business hours:
 - Customer TPCs will be available 24 x 7 to work with Semperis support with open, continuous communications and requests. They will participate in open bridge and virtual meeting(s) whenever needed, as determined by Semperis.
 - Customers will provide status updates at least once every two (2) hours.
- For Severity 2 issues opened during business hours and Severity 3 issues:
 - Customer TPCs will be available as reasonably requested by Semperis.
 - Customers will provide status updates as reasonably requested by Semperis.
- The customer must provide Semperis support with logs, access rights, and other information requested by Semperis. They should make changes promptly and without causing unnecessary interruptions. In cases of severe Active Directory (AD) outages, critical issues, and urgent issues reported outside of business hours, the customer should provide the requested information and access rights within one hour of the request. Delays in meeting these timelines may cause delays in receiving support services from Semperis.

SLA Exclusions

Semperis will have no liability to meet the service levels set forth herein to the extent arising from:

- a. Customer or third-party equipment or applications;
- b. External network or equipment problems outside of Semperis' reasonable control, including communication issues between customer endpoints and systems and Semperis' products or services;
- c. Third-party acts or omissions, or services and/or systems not provided by, or on behalf of, Semperis;
- d. Force majeure events, i.e.: any cause beyond Semperis' reasonable control, including (without limitation) acts of God, labor disputes or other industrial disturbances, systematic electric, telecommunications or other utility failures, earthquake, storm or other elements of nature, blockages, embargoes, riots, public health emergencies (including pandemics and epidemics), acts or orders of government, acts of terrorism, or war;
- e. Evaluation, free-trial or proof of concept use of the products or services; or

- f. Use of product or service features or functionality that are not intended for production use (including pilot, pre-release, beta, or similar).

Additional Terms

Only customers with a valid subscription or applicable support agreement are eligible for the support services described herein.

Semperis will provide support services ONLY for the current Major Version (n) of a product and the immediately preceding Major Version (n-1). Semperis will not provide support for any other product versions. Notwithstanding the preceding, per Semperis' Product Support Lifecycle Policy, Semperis will only offer support services for a Major Version of a product for two (2) years from the date it was made available. The current lifecycle schedule may be viewed in the Product Support Lifecycle Policy, which will be supplied upon request.

Semperis shall use its best reasonable efforts to fix issues. At Semperis' discretion, issue fixes may be performed as updates, temporary patches, work-around solutions, and any other manner Semperis deems fit.

The customer acknowledges and agrees that Semperis will be fully released from its obligations to meet target response times if the preceding customer responsibilities are not satisfied.

Semperis will not be responsible for correcting issues that are not reproducible by Semperis or documented by the customer or errors caused by (i) customer failure to implement software updates provided by Semperis, (ii) alterations or additions to products made by the customer, or anyone other than Semperis; or (iii) interconnection of the product with other hardware or software products and solutions not supplied, supported, or approved by Semperis.

For support services, Semperis may require you to use specific software, network diagnostic and maintenance programs ("Proprietary Service Tools"), and specific diagnostic tools that may be included in your system. Proprietary Service Tools remain the sole and exclusive property of Semperis and are provided "AS IS." Proprietary Service Tools may reside on your systems. You may only use the Proprietary Service Tools during the applicable Support Term and only as Semperis allows. You may not sell, transfer, assign, pledge, encumber, or convey the Proprietary Service Tools. You will return or permanently remove the Proprietary Service Tools upon support termination.

If you allow Premier support to lapse, Semperis may charge you additional fees to resume Premier support.

To the extent Semperis processes personal data on your behalf in the course of providing you with support services, Semperis' Data Protection Addendum (DPA) shall apply.

Unless you and Semperis have entered into a mutually agreeable Business Associate Agreement (BAA), you represent that you are not a Covered Entity or Business Associate under the U.S. Health Insurance Portability and Accountability Act (HIPAA), and you will not be creating, receiving, maintaining, or transmitting protected health information.

Appendix A: On-site Semperis Support Services (Additional Cost)

The following on-site support services are available for an additional cost:

| On-site Support Services | |
|--|---|
| On-site assistance during a catastrophic AD outage | For Semperis Active Directory Forest Recovery (ADFR) customers only |
| On-site support for extended Severity 1 issues | |
| On-site annual product checkup | For more information, see Annual Product Checkup |

Prices for any and all additional support services detailed above shall be according to Semperis' then-applicable list prices.

Annual Product Checkup

To ensure the most value from and best experience with Semperis products, a one-day review will be conducted at the customer's site and led by the customer's CSM.

A typical review includes:

- A technical assessment of how the product is deployed in the customer's environment, including changes since the last review or the initial deployment.
- An operational review of how the product is being used, including any questions or concerns about product functionality.
- Discussion of recent and upcoming product releases.
- Recommendations for optimizing product deployment and usage.