

Flowmon Technical Support

This document describes and explains how technical support, software updates and hardware warranty are delivered for Flowmon product family. This document is subject to update by Flowmon at its discretion and is governed by the End User License Agreement for Flowmon (“EULA”) located at <https://www.progress.com/legal>.

There is a basic hardware warranty and 2 levels of support service:

- **Basic hardware warranty** – hardware warranty only, no technical support or software updates included.
- **Standard Support** – 8x5 technical support, software updates, NBD on-site hardware support.
- **Extended Support** – 24x7 technical support, software updates, mission-critical hardware support.

Availability and Response Time

Technical support is available from Monday till Friday between 8AM – 6PM (local time zone) via phone or the ticketing tool. Technical support is provided in English. Current technical support contacts are available on the Support Portal (<https://support.flowmon.com>).

Response time (reply) to a reported issue/incident depends on our determination of the incident severity (details about response and resolution SLOs are available at <https://community.progress.com/s/products/support/service-level-objectives>). The technical support team may require additional information, such as logs from appliances, to be able to meet response times or investigate the issue and carry out remedial actions. For some requests such as product troubleshooting, bug tracking, configuration or data interpretation, the Flowmon technical support team may require remote access which may be provided at the user’s discretion, however not providing remote access may negatively impact or prevent Flowmon from providing technical support.

Software Updates and Upgrade Policy

Software updates are available from the Support Portal (<https://support.flowmon.com>) or from within the product itself via the automatic update service (services.flowmon.com). Flowmon offers technical support, bug fixes and software updates for the latest stable version and the latest beta version released (if it currently exists). We strongly recommend that customers use the most recently released version of their product and technical support may require a customer upgrade to a newer version of their product to resolve a product issue. Refusal to do so may negatively impact or prevent Flowmon from providing technical support. Security patches are part of regular software updates.

Standard Support Service

The Standard Support service includes all updates and upgrades (new functions), access to the Support Portal, portal and phone customer support according to this document and on-site hardware warranty (provided by service partners) with NBD (Next-Business-Day) response time*. Where Flowmon ADS is deployed, the service includes access to Flowmon Threat Intelligence information through Flowmon ADS.

Extended Support Service

Extended Support includes all the benefits of Standard Support with the following extensions: service with 24/7 technical support, Mission Critical on-site hardware warranty (provided by service partners) with 4-hour response time* (operates 24/7) and Keep Your Hard Drive service waiving the requirement to return a failed drive under warranty when the customer receives a replacement. Cases opened by Extended Support customers are processed with higher priority.

Limitations of Standard or Extended Support for Hardware Appliances

The Standard and Extended Support service under these conditions including hardware warranty can be purchased for a maximum of 5 years from the date of purchase of the device. Support service for hardware appliances cannot be extended past the 5-year limit. It is strongly recommended to perform hardware replacement (following the Flowmon Hardware Replacement Program) during the 5th year or at the end of the 5-year hardware life-cycle to preserve the support service. Standard or Extended support cannot be purchased for accessories such as TAPs or transceivers as they are provided under Basic Hardware Warranty terms and conditions.

Flowmon may, at its sole discretion, agree to provide the Standard and Extended Support service past the 5-year limit, however any such support service will be provided conditional upon and only to the extent the customer complies with Flowmon's additional requirements to receive the support service beyond the 5-year limit, including, without limitation, customer's acknowledgement that: (a) there may be a reduction in performance of Flowmon software updates operating on hardware purchased by customer more than 5 years ago and such reduction will not be considered a failure by Flowmon to satisfy its support service obligations hereunder and (b) Flowmon may, at its sole discretion, determine that in order to resolve a particular error, bug or other support issue with the Flowmon software ("hardware fix issue") a replacement Flowmon hardware appliance may be required, which Flowmon will provide at no additional cost to customer. Flowmon's obligation to provide support under these terms in respect of any such hardware fix issue shall be deemed to have been satisfied if the customer refused to accept such replacement hardware appliance.

Basic Hardware Warranty Terms and Conditions

The list below provides a summary of practical aspects of the hardware warranty referenced throughout this document. FOR DETAILED TERMS AND CONDITIONS OF THE WARRANTY, REFER TO Flowmon Limited Hardware Warranty document available at <https://www.progress.com/legal>.

- The period of warranty is either the period stated on the delivery note/warranty list and commences on the date of purchase of the product or defined by validity of support services purchased for corresponding products.
- The warranty covers either repair or replacement to guarantee the correct function of the product. The product submitted for warranty repair/replacement must be complete and should be sent in the original packaging. Unless the agreement states otherwise, all shipment costs of warranty service are paid by the customer. The warranty applies only to product/material defects for hardware products.
- The warranty does not apply to miscellaneous consumer goods (batteries, CDs, etc.), defects due to the improper use, storage or handling of the product, defects due to wrong product manipulation/usage, defects due to usage in an improper operational environment, defects due to natural disasters or vandalism, defects due to incorrect installation or configuration, defects due to unauthorized service, defects due to operation by an unauthorized person/organization.
- The warranty does not apply when any third party, unoriginal or unauthorized software is used or installed on the product by the customer. The warranty is voided if the manufacturer seal is damaged, or if the customer or another unauthorized organization modifies or repairs the product.
- The warranty period is not extended under any circumstances unless expressly approved by Flowmon in writing, including if Flowmon repairs or replaces a warranted product or any parts.
- The manufacturer and Flowmon are not responsible for any loss of income, profits, contracts or any other business-related loss, indirect or consequential loss or damage how so ever caused.
- Flowmon may refuse to provide a service if, in its opinion, providing the service creates an unreasonable risk to Flowmon or its service providers. Flowmon may cancel the service if the customer is abusive, threatening, or refuses to cooperate with the assisting support engineer or onsite technician. Flowmon will have no liability as a result of such cancellation including to refund any fees paid.
- Subject to applicable law, the customer agrees to release Flowmon and its affiliates and partners from any liability for any claims by the customer, other than claims for reckless acts or acts deliberately intended to cause harm to the customer or the site, by any person or entity engaged by Flowmon to deliver the services if such person or entity is unescorted by the customer. The customer will indemnify Flowmon and its affiliates and partners for claims by any third party related to the performance of the services, other than reckless acts or acts deliberately intended to cause harm to the customer or the site by any person or entity engaged by Flowmon, that are filed against Flowmon in connection with the services performed during a period of unescorted access to the customer's site.
- These services may require Flowmon to access hardware or software that is not manufactured by Flowmon. Some manufacturers' warranties may become void if Flowmon or anyone else other than the manufacturer works on the hardware or software. The customer will ensure that Flowmon's performance of services will not affect such warranties or, if it does, that the effect will be

acceptable to the customer. Flowmon disclaims all responsibility for third-party warranties or for any effect that the services may have on those warranties.

*This service is not available at all locations. Service options, including service levels, technical support hours, and on-site response times will vary by geography and will further depend on the time of day the request is received, parts availability, geographical restrictions, weather conditions and the terms of this warranty. Mission Critical 4-hour repair for HW components, does not include SW configuration. Critical hardware components are warehoused within a 4-hour delivery time. Other HW may be available the next day. 4-hour response time means that a trained technician typically arrives onsite within 4 hours after completion of telephone-based troubleshooting. Hardware repair of 100GbE network interface card (valid for Flowmon Probes equipped with 100G interfaces) is a subject of current availability in the respective region.