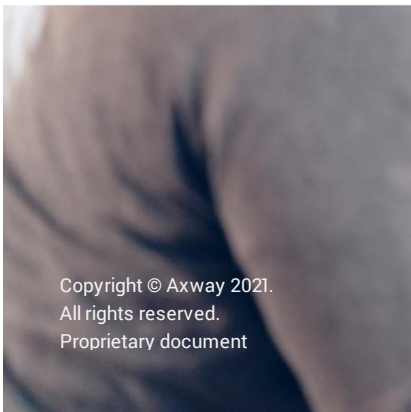


# Global customer services

October 2021



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## 1. Overview

As a world-class solutions provider, Axway offers customers and partners several tailored support options, all of which provide reliable and timely resolution of technical inquiries.

The Axway support website (<https://support.axway.com>) provides customers and partners with access to our knowledge database, product bulletins, product patches, product manuals, documentation updates enabling direct feedback to support. Besides using the Axway support website to submit support requests, customers and partners may access Global Support via email or telephone. They can also register in the Axway Community (<https://community.axway.com>).

Customers and partners registered for support are entitled to use the services described in this document. "You" and "your" refers to the individual or entity that has ordered technical support from Axway or an authorized distributor.

Axway may, at any time and without notice, modify this Support Policy and Procedures to reflect market conditions and to better serve its customers.

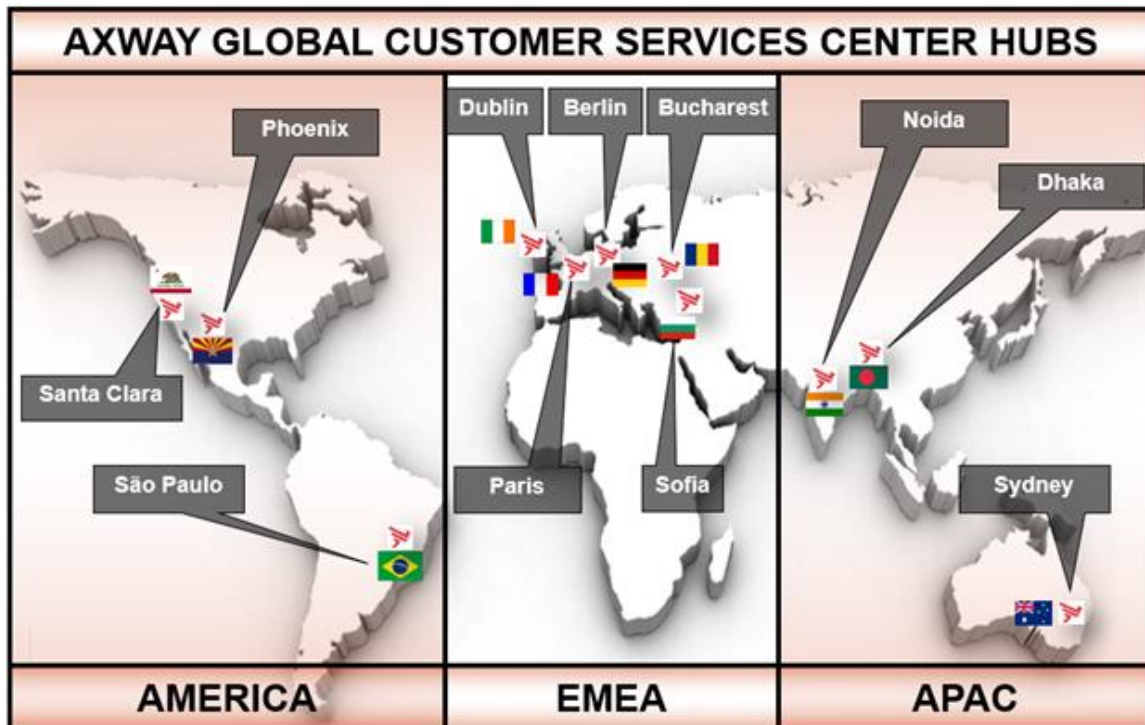
To find out more and read the latest version of this document, please visit our Support website at <https://support.axway.com>.

## 2. The support organization

The global organization provides support worldwide via support centers that are strategically and geographically distributed to provide 24-hour/365-day (24x365) support.

A unique instance of a specific customer or partner issue or request is tracked with a case number. All cases are logged regionally during local office hours at one of the support centers listed below. The assigned support engineer is your point of contact until a resolution is found. Our Support engineers utilize their personal product knowledge and experience as well as Axway’s internal resources to solve the problem and direct you to techniques to avoid the problem in the future.

Axway customers consume Axway’s technology offerings as an on-premise license with associated maintenance support, or as a comprehensive cloud service with or without additional value-add managed services, or as a combination of on-premise and cloud services. Axway provides a common support model for whichever deployment is chosen, which is described in this document. Features and capabilities that are unique to a cloud/cloud managed services deployment are described in detail in our “cloud services and SLA description” document.



### 3. Customer support offerings

#### 3.1. Support offering plans & features matrix

Axway has designed its support operation to meet the varying needs of our clients worldwide, across industries and across time zones. Each support plan offers unique features and resources tailored for your business requirements.

As an Axway customer or partner, you have purchased one of the following support plans:

Support plan feature	Mission critical	Premier	e-Support
Supported products	All	All	End point products <sup>1</sup>
Method of access	Telephone/ email/web	Telephone/ email/web	Web only <sup>2</sup>
Hours of operation	24x365 <sup>2</sup>	24x365 <sup>2,3</sup>	N/A
Remote access	✓	✓	
Included contacts	6	4	N/A
Number of support requests	Unlimited	Unlimited	Unlimited
Minor/major releases and updates <sup>4</sup>	✓	✓	✓
Emergency bug fixes (software patches)	✓	✓	
24x365 support website access for software patches and technical information such as product bulletins and documentation, maintenance releases, and knowledgebase articles	✓	✓	✓

Support plan feature	Mission critical	Premier	e-Support
Support account management and managerial escalations	✓		
24x365 support regardless of priority <sup>5</sup>	✓		
Annual visit by MCS account manager	✓		
Designated MCS team	✓		
Initial assessment service	✓		
Monthly executive support summary report	✓		
Regular personalized conference call	✓		
Dedicated support (up to three days per year)	✓		
Dedicated support for exceptional escalations	✓		
Production environment documentation	✓		

<sup>1</sup> SecureClient, Activator, Workstation.

<sup>2</sup> In English.

<sup>3</sup> For priority 1 Cases only – see 4.4 for details on the priority Levels

<sup>4</sup> “Minor Release” means an update of the licensed component that corrects a set of defects and may enhance or evolve existing functionality of the licensed component, which shall be denoted with a change in number(s) to the right of the second decimal (i.e., n.n.X.). “Major release” means an update of a licensed component that includes significant new functionalities and major enhancements, which shall be denoted with a change in number(s) to the right of the first decimal (i.e., n.X.n). With the PLC 3.1 the update release replaces the minor release of the PLC 2.3. A new update introduces feature changes, defect fixes and can also introduce compliance mandated changes such as new operating System, new security rules or new software pre-requisites.

<sup>5</sup> Priority 1-3 issues, customer availability and participation required

### 3.1.1. Mission Critical Support (MCS) plan

Axway’s MCS support service provides an exceptional level of support and is available at an additional charge; certain terms and conditions apply.

MCS is the most comprehensive level of support available. MCS is designed to provide our worldwide enterprise customers’ application infrastructures with the highest level of care.

Whether from an Axway support center or located at your premises, Axway’s designated MCS teams work quickly and efficiently to resolve issues and requests and to help take preventive action to avoid future issues. In a close partnership, the designated MCS team will become intimately familiar with your environments and associated Axway systems.

Besides providing all the features of the premier plan, the MCS Plan’s level of assistance and advice goes far beyond the service provided by traditional product support organizations in the industry.

The MCS Plan includes the following:

#### **Direct access to Mission Critical Support account manager**

When maintaining your infrastructure, it is critical that your interaction with Axway support be simple and efficient. As part of your MCS program, you will have direct access to your assigned MCS account manager, a single point of contact for accessing professional Axway support expertise. Through scheduled follow-up calls and additional frequent contact, your MCS account manager will develop an intimate knowledge of your business and your specific Axway enterprise solution implementation so any issues and concerns that may arise are quickly diagnosed and worked to resolution.

#### **Designated Mission Critical Support team**

The MCS team is a select group of senior technical support engineers whose combined skill, knowledge and experience spans horizontally and vertically across the entire Axway product suite and its implementation in very complex environments. Working in tandem with your MCS account manager, the MCS team strives to be extremely familiar with your solution and environment.

#### **Mission critical case resolution objectives**

The following case resolution targets are goals that the MCS team is managed to meet for on premise solutions.

Priority	MCS case resolution/workaround objectives
Priority 1	4 hours for resolution
Priority 2	2 days for resolution
Priority 3	8 days for resolution
Priority 4	15 days for resolution



**Restoration** is the action taken to return an IT service to the users after repair and recovery from an incident.

**Resolution** is the action taken to repair the root cause of an incident or problem, or to implement a workaround.

### **Monthly personalized conference call**

A monthly meeting with your MCS account manager will review project status and allow you to discuss current issues and future product direction.

### **Monthly executive support summary report**

Prior to the monthly meeting, your MCS account manager will provide you with an executive summary report that details issues that have been opened and worked on during the previous month. This report will also provide further analysis into the resolution and handling of high impact cases.

### **Identify potential problems/alerts**

The MCS team looks beyond the immediate horizon to try to prevent any future issues from impacting your environment. From time to time, the MCS team sends out information as an alert to potential issues and to provide assistance and instructions to prevent them from occurring.

### **Remote access**

To further facilitate resolution, the MCS team will, under your supervision, be able to connect remotely to your environment using a solution validated by both parties or one provided by Axway.

### **24x365 support, regardless of priority**

The MCS team works around the clock to provide resolution 24x365. This includes priority 3 cases if the customer expresses the desire to receive assistance over the weekend or during off-hours and is ready to work with MCS team.

### **Initial assessment service**

Prior to commencing the MCS program, Axway will perform a comprehensive on-site system inventory, an operational assessment including backup and restore procedures and will assist you in documenting network topology. Axway will consult with you to set parameters for event notification and monitoring and maintain the assessment in a customer profile. Additionally, Axway will assist you to install relevant Axway diagnostic tools to ensure faster resolution times for any issues.

### **Production environment documentation**

To ensure that the MCS team and account manager have a good understanding of your system and to promote efficient issue resolution, key elements of your solution will be documented and this profile will be constantly updated and available to the MCS team.

### **Incident management response team (up to 3 days/year)**

Over the course of a year there may be high visibility production impacting situations where the added assurance of a dedicated Axway team of resources is justified and recommended. In these instances, a team of senior Axway resources will be dedicated to work on the incident either remotely or if necessary on-site for up to 3 business (Mon-Fri) days.

### **Product roadmap review**

While all Axway product roadmaps are available for review via the community portal, we understand that as owners of mission critical implementations the importance of staying up to date and aligned with

Axway product strategy is essential to your operations. That is why, as part of the MCS program, your critical account manager will facilitate periodic meetings with Axway product management to review the roadmap and discuss any new features or functionality that may be of interest to you.

### 3.1.2. Premier plan

The Premier plan is the standard support offering. It is designed for customers and partners whose business requires the security of knowing that an Axway support engineer is available for assistance Monday through Friday during business hours, excluding public holidays and 24x7 for any system-down (priority 1) issues. Business hours (8AM to 5PM for APAC/Americas customers and 9AM to 6PM for EMEA customers) and holidays are based on the country associated with your support access code.

### 3.1.3. e-Support plan

The e-Support plan provides you with a web-only access to Axway's team of support professionals for problem-solving assistance and does not set a Service Level Agreement (SLA) threshold for action. In addition, the e-Support plan provides access to all software updates. Updates are provided with the frequency, schedule and content determined by Axway at its sole discretion. Subscribers to this service should take advantage of our online knowledgebase, documentation available 24x365 on the Axway support website and community portal (<https://community.axway.com>).

### 3.1.4. Appliance support

Appliance troubleshooting and problem resolution is generally managed remotely. In the case of hardware problems, the following manufacturer warranties apply:

#### **Covered by Dell limited hardware warranty**

- Defects in materials and workmanship in Dell-branded hardware products, including Dell-branded peripheral products

#### **Not covered by Dell limited hardware warranty**

- Non Dell-branded products and accessories<sup>6</sup>
- Problems that result from external causes such as accident, abuse, misuse, or problems with electrical power
- Servicing not authorized by Dell
- Usage that is not in accordance with product instructions
- Failure to follow the product instructions or failure to perform preventive maintenance
- Problems caused by using accessories, parts, or components not supplied by Dell
- Products with missing or altered service tags or serial numbers
- Normal wear and tear

**Appliance End of Life (EOL) policy:** Beginning with the introduction of Dell appliances on February 1, 2007, all appliances sold by Axway and running software are assigned an EOL date five years from the date of original purchase.

Axway applications running on EOL appliances are supported pursuant to the published product life cycle policy. Axway reserves the right to deprecate support for EOL appliances in future application versions.

<sup>6</sup> HSM cards are covered by Axway for 1 year from date of purchase. Axway will ship up to 1 HSM card within 1 business day if any hardware issue occurs with this type of card.

Operating System (OS) platform installed (also known as appliance platform) as part of an EOL appliance is only supported on a best-effort basis without any commitment for OS updates once an appliance becomes EOL.

**Onsite Appliance repair<sup>7</sup>:** For all appliance models, technician will arrive 4 hours after phone troubleshooting. The arrival can be the next business day if the problem occurs during nights/weekends.

### 3.1.5. API support in Axway products

Some Axway products have APIs available for integrations or customizations that extend Axway product functionality to help customers meet business-specific requirements. Axway APIs may provide some or all of the following documentation:

- Detailed documentation and descriptions of API usage and functional capabilities
- Sample code and examples of how to call or access the API
- Javadoc - Javadoc is a documentation generator from Sun Microsystems for generating API documentation in HTML format from Java source code. Reference: <http://java.sun.com/j2se/javadoc/>

Axway offers technical support for product APIs that includes the following:

- If an API is not performing as documented, Axway will determine a workaround or fix based on our standard defect handling policies. To receive support, customers need to isolate API-related bugs and send snippets of code that reproduce the issue directly to technical support.
- Code updates to the APIs will be provided concurrently with product updates and releases. For example, an API defect may be fixed in the next service pack of the related product.

Axway product API support excludes the following:

- Application design, development and maintenance, and any consulting on those applications. Axway technical support will not troubleshoot, review custom code, API interface code, or provide suggestions other than referring customers to fee-based consulting services provided by Axway professional services.
- Training sessions for developers

Axway offers the following services to aid developers in working with Axway product API's. Note that the following services are fee-based.

- Developer training sessions for Axway product APIs
- Assistance for application development and design, and code reviews, provided by Axway professional services
- Project management assistance by Axway professional services.

<sup>7</sup> All appliance onsite repair work and arrival timing is based on an Axway-negotiated contract with Dell. Geographical coverage includes major metropolitan areas worldwide. If site is located outside a metropolitan area, arrival could take one or more business days

## 3.2. Axway problem response time targets and Service Level Availability

### 3.2.1. Axway response time targets

Axway defines the term “initial response time target” as the maximum time a technically-qualified Axway engineer has to contact a customer and/or partner either by email or phone after the case is logged. Other activities that may occur in the initial response include gathering additional information about the problem, collecting diagnostics, suggesting workarounds, obtaining reproduction data and/or validating configuration information.

Priority	Mission critical	Premier	e-Support
Priority 1	15 minutes	30 minutes	n/a
Priority 2	2 hours	4 business hours	n/a
Priority 3	1 business day	1 business day	n/a
Priority 4	1 business day	5 business day	n/a

During the week-end, Platinum/MCS customers can request Axway teams to work on priority 3 cases (customer staff must be willing to collaborate).

### 3.2.2. SaaS Service Level Availability

Axway is committed to providing highly available and secure services to support our customers. The Service Level Availability (SLA) for Axway SaaS is 99.9% calculated by the following formula:

- Duration period = total duration of the measurement period less scheduled maintenance time (unit of measure: minutes).
- Outage duration  $i$  = business duration of the priority 1 outages “ $i$ ” during the measurement period (unit of measure: minutes).
- The durations of overlapping incident periods are not accumulated and are counted as a single duration.

$$\text{Service Availability} = \left( 1 - \frac{\sum_i \text{OutageDuration}_i}{\text{DurationPeriod}} \right) * 100$$

In %

## 3.3. Multiple licenses

If you purchase more than one license of the same software and that software is to be supported, you must purchase the same support level for each license.

If you purchase a support extension (as defined in Section 3.7), you still must maintain support for the entire license set.

### 3.4. Support term

Support services shall commence on the effective date of the sales order and shall continue for an initial period of one year (“initial support term”) except as otherwise set forth in the sales order. Upon expiration of the initial support term, the support services shall be renewed for one-year periods, with payments required prior to the start of the new support term, unless either party provides written notice of its intent not to renew at least 180 days before the end of the then current term. Axway will determine the fees for support renewal based on Axway’s then current pricing for support. Cloud/cloud managed services terms are typically 3-year.

### 3.5. Reinstatement policy

If support services lapse or were not originally purchased with a product, a reinstatement fee will be assessed in addition to the back-support to be paid. The uncovered period will need to be paid (back-support) from the last annual support fee you paid and a 50% reinstatement fee will be applied on it. You will also need to purchase the annual fee for the 12 months starting period.

### 3.6. Reduction of licenses or support level

Pricing for support services is based upon the level of support services and the volume of product for which support services are ordered. In the event that support services for a subset of licenses on a single order is terminated or if the level of support services is reduced, support services for the remaining licenses on that license order will be priced at Axway’s list price for support services in effect at the time of termination.

Such support price will not exceed the previous support fees paid for both the remaining licenses and the licenses being terminated or unsupported.

### 3.7. Support extension

For customers who have deployed Axway software on-premises, Axway provides advanced notice of its software products reaching their End of Support (EOS) state (see Axway product lifecycle [https://cdn.axway.com/u/Axway\\_Product\\_Lifecycle\\_2.pdf](https://cdn.axway.com/u/Axway_Product_Lifecycle_2.pdf) and [https://cdn.axway.com/u/Axway\\_Product\\_Lifecycle\\_3.1.pdf](https://cdn.axway.com/u/Axway_Product_Lifecycle_3.1.pdf))

Information regarding EOS dates and support extensions is available on the support site and customers may be informed by their support renewal representative or their sales contact.

Should you need to run a product version that has reached EOS, Axway offers the option to purchase limited support extensions to ensure that, if you are not able to upgrade/migrate within the allocated time, you have the opportunity to extend your support coverage. A support extension is offered for a term of six months; typically no more than two six-month extensions will be offered for a given EOS version.

Your maintenance sales representative will be able to provide you a quotation for a support extension.

### 3.8. New generation and version

Access to new generations is governed by the terms of the agreement between the customer and Axway. “New generation release” means the release of a new generation that includes significant changes in functionality, features, new component integrations or new operating environments and which is denoted with a change in number to the left side of the first decimal (i.e., X.n.n). With the PLC 3.1 the generation becomes major release.

## 4. Customer roles and responsibilities

### 4.1. Overview

The following section describes important points we encourage customers to consider to help expedite resolution of their issues. Customers and partners with a valid support contract may contact global support via telephone, e-mail or the Internet - depending upon the issue's priority and level of support, one method may be preferred or even required over another. Global support's actions typically include issue investigation, simulation, and reproduction attempts. Based on these investigations global support may provide technical explanations or instructions for configuration changes, workarounds, and in some cases software patches.

### 4.2. Contacting customer support

#### 4.2.1. How to contact support

You can submit your request for support to Axway via the channels listed below. A request number will be issued to you for future reference. Please refer to this number each time you contact us regarding your support request.

- Submit support requests on the Axway support website via the Internet <https://support.axway.com>. We recommend using the website if you need to attach error logs, sample code or other information related to your request.<sup>8</sup>
- Send support requests via e-mail to [support@axway.com](mailto:support@axway.com).
- Call us, using the appropriate regional or local phone number provided on the support website (**Note: priority 1 critical issues must be reported by phone**)

#### 4.2.2. What can you find on the Axway support web?

Before contacting global support and logging a support request, we recommend you visit our support website to search our knowledgebase and patch download database for a solution or available patch to resolve your issue.

As a registered user you have access to the following services on the Axway support website:

- Submit/track support requests
- Reference/search product knowledgebase
- Product bulletins
- Access/download updated user manuals
- Download software patches
- Axway Community (<https://community.axway.com>)

On the Website, you will find a detailed description of how to sign in as a user, how to log requests, etc.

<sup>8</sup> E-Support customers may only access Axway global support via the Axway support website

## 4.3. Customer obligations

### 4.3.1. Timely responses are a “2-way street”

During the course of problem diagnosis and resolution Axway will maintain a high level of sensitivity responding to customer requests. Conversely, Axway needs customers and/or partners to respond to requests for technical information in a timely fashion so the Axway global support team can efficiently provide diagnosis and accelerated resolution. Axway expects the customer and/or partner to have all appropriate customer and/or partner technical personnel available to further test and diagnose issues.

Axway expects you to provide feedback as to the success or failure of given suggestions or delivered software patches. You may be requested to participate in conference calls until the issue is resolved.

### 4.3.2. Required information to expedite resolution

As part of the problem reporting process, you must gather logs and data prior to reporting an issue - contact Axway global support for latest product-specific, trouble-shooting, data-gathering requirements.

When contacting Axway global support, always be prepared with all the following information:

- **Support case ID number:** If your issue is an open support request, the current request number (in the “subject field” of the email when communicating on an existing case via email).
- **Contact name(s) and company name:** Your name and the name of your company, as well as the names of alternative contact persons (your support access code in the “subject field” of the email when logging a new case via email).
- **Contact information:** E-mail addresses and phone and fax numbers where you can be reached.
- **Product information:** Product license number, version/release of software and patches that have been installed specific to the installation on which the problem/query is based. In a cloud context, the concerned cloud service.
- **Problem description:** A detailed description of the problem. This must include the problem(s) you are experiencing, any changes made prior to this/these problem(s), how long you have been experiencing this/these problem(s), etc.
- **Impact:** A measure of the effect of an incident, problem or change on business processes. Impact is often based on how service levels will be affected.
- **Urgency:** A measure of how long it will be until an incident, has a significant impact on the business. For example, a high-impact incident may have low urgency if the impact will not affect the business until the end of the financial year.
- **Configuration Information:** Valid and current configuration, product name, version, and build number information (in a cloud context, the concerned environment if necessary).
- **Error messages:** Precise error messages, log files, description of product behavior and symptoms.
- **Steps to reproduce:** List of steps that produce the problem and relevant test cases.
- **Description of recent environment or system changes:** Descriptions of any recent product or system changes that occurred prior to noticing the problem.

### 4.3.3. Customer contact person

You must appoint a representative from your organization to serve as the primary point of contact for contractual issues with Axway support services. Your contractual contact will be authorized to make critical decisions for your company with respect to your Axway support relationship.



You must also designate one or more authorized technical contacts<sup>9</sup> to interact with Axway global support on technical issues. Support services does not replace training for your staff. Your technical contacts must have attended the proper training courses for the software on which they require support assistance and must have obtained a level of competence with the software as reasonably required by Axway. Some highly complex Axway products require technical contacts to receive an Individual Certification Number (ICN) given upon successful completion of these courses. The ICN program ensures that your technical contacts are sufficiently trained and can communicate effectively with Axway global support toward the resolution of your technical issues.

Your technical contacts are the only people authorized to contact Axway global support. Authorized technical contacts are established to protect your company, your software and your data ensuring that only people you authorize can request that we investigate or make modifications to your systems. If an unauthorized person contacts us, we will redirect him to your authorized technical contacts. However, in the case of an emergency, we may begin working on a case with an unauthorized support contact on an exception basis, subject to later verification.

Your contacts must be authorized to provide Axway promptly, upon request, with complete and accurate information about you and your business as is reasonably required for the performance of the support services. You may change your designated contacts with written notice to Axway.

#### 4.3.4. Important disclaimers

##### **Order and installation**

To avoid being caught without support on an EOL software version customers are highly encouraged to install new releases promptly or have them professionally installed after Axway's announcement of their availability.

##### **Backup procedures**

As a customer, you agree to keep full backup copies of any associated databases and data, in accordance with the best computing practices and to follow backup and recovery procedures prior to the installation of any update.

##### **Documentation**

You must keep local documentation for the handling and operation of the software available.

##### **Certified configurations**

Axway tests and certifies software on specific operating system and database versions for every new update or version that contains new functionality. Since all issues will be diagnosed using certified updates or versions in our labs, we highly encourage customers install the most recent update of the software. Information about certified configurations is available at the Axway Website.

Axway is not obligated to support any third party software or hardware. Problems reported to Axway, which are identified as relating to third party software provided to you through Axway and that Axway cannot resolve may, in the event Axway has an agreement to receive support from the third party, be escalated to that third party from whom Axway procured such third party software or hardware. In such cases, Axway will provide you that support with respect to such third party Software or hardware as Axway itself is entitled to receive from the third party and to provide to you.

<sup>9</sup>Please refer to your support level and the number of authorized technical contacts



### **Compliance with instructions**

You must comply with the operational instructions distributed by Axway.

Fault documentation: You must document how the fault/problem occurred and verify that the faults/problems are reproducible.

### **Access to facilities and staff**

To the extent that participation by or access by Axway to your staff is necessary for the performance of the support services, you agree that all such staff will be available at all times agreed to by Axway and the staff. Also, your staff will possess the appropriate skills and experience for the tasks assigned to them.

### **Delays**

To the extent that you fail or delay in fulfilling any of your responsibilities as described, Axway may revise the timetable for delivery of support services. In this event, Axway will notify you of the additional delay that is likely to occur as a result of your failure or delay.

### **Customer contact person**

In relationship with the management of data privacy regulations and confidential data management (see paragraph below) customer contractual contact is, by default, our preferred customer contact, but Axway gives customer the opportunity to define a separate data privacy contact for data privacy related questions and a security contact for confidential data related contact.

As such, Axway expects these contacts to have the necessary authorization to make decisions regarding data privacy and security. The data privacy contact shall typically be the customer DPO or belong to its organization and the security contact shall typically be the CISO or belong to its organization.

Axway expects customer to maintain informed Axway of the accurate name and details of these contacts.

### **Notice on data privacy**

Security of our customer's data is a top priority for Axway, and as such, we have developed data protection policies and procedures in accordance with the various requirements under the US Health Insurance Portability and Accountability Act of 1996 ("HIPAA") and the EU General Data Protection Regulation (GDPR).

Even with these data protection practices in place, Axway has adopted a policy of not accepting PHI or personal data from our customers. Axway has determined that it does not need Protected Health Information (PHI) or personal data, other than the information needed to render the service, in order to provide support to its customers.

Therefore, you agree that Axway does not need to access or process personal data on behalf of the customer in order to fulfill its contractual obligations.

As such, you agree to:

- Not entrust any personal data, financial information, health, medical or pharmaceutical data or data concerning children under 15, or any other so-called sensitive data within the meaning of Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 applicable from 25 May 2018 (hereinafter the "GDPR") and/or,
- To encrypt and/or anonymize any personal data that may be sent to Axway under this agreement.

Axway shall, within the scope of this support policy and the commercial relationship with you, process personal data relating to your employees or managers (including technical and commercial contacts),

which may include in particular but not limited to information such as names, addresses, titles or business contacts (email address, telephone number). This information will be collected from you. You declare that you are allowed to transfer this personal data to Axway and that you have complied with the GDPR and the HIPAA.

As such, Axway, as controller of this personal data, undertakes to process such personal data only to the extent that it is strictly necessary for communication with you (for the proper performance of support and maintenance services), customer satisfaction, commercial or marketing activities, and undertakes to comply with the applicable legal provisions in this area, including the GDPR, and in particular to implement all appropriate technical and organizational measures to ensure the protection of personal data against accidental or unlawful destruction, accidental loss, alteration, unauthorized disclosure or access and against any other form of unlawful processing.

Furthermore you hereby authorize Axway to transfer your personal data to a third country or international organization and to any Axway Software Group company or any subcontractor defined in <https://www.axway.com/en/contact-us#tablist1-tab3>. Axway ensures that the subcontractor provides the same guarantees for the implementation of appropriate technical and organizational measures to ensure that the processing activity meets the requirements of the GDPR. If the subcontractor does not fulfill his obligations regarding the protection of personal data, Axway remains fully liable to you for the performance by the subcontractor of its obligations.

#### **Notice on confidential data**

Security of our customer's data is a top priority for Axway, and as such, we have developed data protection policies and procedures in accordance with industry recognized security best practices (ISO 27001, ISAE32/SSAE16/SOC1, NIST 800-53).

Even with these data protection practices in place, Axway has adopted a policy of not accepting data that are considered as confidential from our customers. Axway has determined that it does not need to have access to confidential data in order to provide support to its customers. Should you decide you need to send a file or application to Axway for support analysis or support testing, you must ensure that the file or application does not contain any data that is considered as confidential by your organization. You are required to either delete any confidential data that may reside on the file or application, or substitute fictitious data that satisfies your security requirements.

In the event that you believe it is necessary for Axway to access these confidential data to perform support services, you must notify Axway first, and then Axway will work with you to identify an acceptable approach to accommodate your needs.

#### **4.4. Classification of Issues, Faults & Problems**

When submitting a Support request, you must provide Axway with what you believe is the appropriate classification of the error by indicating the Urgency and the Impact, using the table below as a guide. Axway will work with you to make a reasonable and conclusive determination of the impact and urgency of the issue and respond in accordance to the priority of issue.

	Definition
Impact	
1 – critical	<p>Faults that seriously impair or halt performance in production for the end user.</p> <ul style="list-style-type: none"> <li>○ System, server or critical application down.</li> <li>○ The user cannot make use of a ‘must-have’ business-essential function in the production system.</li> <li>○ The problem cannot be solved by a restart or a bypass or a workaround.</li> </ul>
2 – high	<p>Serious fault that affect productivity or development:</p> <ul style="list-style-type: none"> <li>● Production System: <ul style="list-style-type: none"> <li>○ Problem where production is proceeding, but in a significantly impaired fashion.</li> <li>○ The production system is running, but with repeated interruptions.</li> </ul> </li> <li>● Development System: <ul style="list-style-type: none"> <li>○ The problem cannot be solved by a restart or a bypass.</li> <li>○ Halts further development and workaround has not been found.</li> <li>○ Cannot move product into production and workaround has not been found.</li> </ul> </li> </ul>
3 – medium	<p>Medium faults:</p> <ul style="list-style-type: none"> <li>● Production System: <ul style="list-style-type: none"> <li>○ Problems which do not have a significant impact on current productivity.</li> <li>○ The production system is running, but with limitations.</li> <li>○ A function in the production system is failing, but there is a bypass available.</li> </ul> </li> <li>● Development System: <ul style="list-style-type: none"> <li>○ A function in the development system is failing, but there is a bypass available.</li> <li>○ Development project can proceed, but in a significantly impaired fashion.</li> <li>○ A workaround has been found but it is not acceptable.</li> </ul> </li> </ul>
4 – low	Minor faults which do not affect the use of the system or no impact
Urgency	
1 – high	The restoration/resolution is immediately necessary to prevent severe business impact.

2 – medium	The resolution is needed as soon as possible because of potentially damaging service impact.
3 – low	The resolution will solve irritating problems or repair missing functionality but can be scheduled

Priority is a category used to identify the relative importance of an incident, problem or change. Priority is based on impact and urgency, and is used to identify required times for actions to be taken.

	Urgency			
Impact		1 – high	2 – medium	3 – low
	1 – critical	Priority 1	Priority 2	Priority 3
	2 – high	Priority 2	Priority 2	Priority 3
	3 – medium	Priority 3	Priority 3	Priority 4
	4 – low	Priority 3	Priority 4	Priority 4

## 4.5. Submitting support requests

### 4.5.1. Submitting support requests via the support website

- In order to log requests via the web you must first register on the Axway website. After logging in, you will have access to the support website where you can log requests.
- When submitting a fault/problem through our website, be prepared to provide Axway support with information that is essential for the resolution process by preparing the information as defined in the section titled “required information to expedite resolution.”
- We advise you to compose your support requests in english as this will facilitate quick transfer of your request within the support organization.
- **Priority 1 issues must be reported by phone.** This ensures the request has reached support and has been given the appropriate priority designation.

### 4.5.2. Submitting support requests via e-mail

- Prepare the information as defined in the section titled “required information to expedite resolution”
- Send your support request to [support@axway.com](mailto:support@axway.com).
- A support engineer will contact you with a response to your support request.
- If you contact Axway support via e-mail regarding a previously submitted request, please add the request number in the e-mail subject header. This will help us to identify the support engineer responsible for your support request.

- **Priority 1 issues must be reported by phone.** This ensures the request has reached support and has been given the appropriate priority designation.
- Please submit only one support request per e-mail.

#### 4.5.3. Submitting support requests via phone

When contacting customer support via phone, please use the telephone number of your regional support center. Refer to the “contact” page at the Axway support website (<https://support.axway.com/en/auth/contacts>). Please be prepared to provide support with information that is essential for the resolution process by preparing the information as defined in the section titled “required information to expedite resolution.”

## 5. Support process, roles and responsibilities

### 5.1. Resolution process overview

When support receives a case and logs the details, you will be identified through your license number or support access code. The license register confirms or alerts the support engineer as to whether you have an up-to-date support contract in place. You will be advised if the call is outside of your contracted hours, in which case the call will still be logged, but you will be informed that it is outside the prescribed calling hours of your contract.

Once your support entitlement is verified, the support engineer will determine the classification of the case and identify the urgency of the situation.

Investigations and data collection then begins. The support engineer may search a knowledge database and past case histories to identify any prior experience with a similar or identical problem.

After appropriate data has been collected and researched, the support engineer will attempt to resolve the problem and, if necessary, will escalate the case to various resources based on information gathered.

In case of a product defect with no acceptable workaround, the support engineer will send you a software update or, if not yet available, a patch for critical issues affecting your production system.

Once support has delivered the solution, walked the customer’s staff through the solution implementation and received confirmation of successful resolution, it will close the request.

There is a provision for re-opening an older request if necessary (i.e., the previous solution fails), in which case the resolution process will be resumed.

### 5.2. Problem diagnosis

Axway uses the following methods to diagnose your problem/query.

- Recreate problems with sample data at an Axway support center.
- Request a copy of your configuration to be sent to one of our Axway support centers.

If necessary, Axway will consider sending a billable representative to your site to assist in diagnosing the issue.

If Axway determines that remote services are necessary, you agree to install at your cost the necessary equipment for fault diagnostics and maintenance service through telecommunications (remote access) connected to the computer on which the software is used.

### 5.3. Progress status reports

Support creates and updates a problem report to ensure quality control and, if necessary, appropriate product bug identification.

At each stage of resolution, you and the support representative will set an agreed time and date for the next contact between you and the Axway support team; however a default target status frequency is also determined by the assigned priority of the case as follows:

Case priority	Target frequency (no software defect identified)	status	Target frequency (software identified)	status	e-Support
Priority 1	Daily		Daily		n/a
Priority 2	Every three working days		Weekly		n/a
Priority 3	Weekly		Every three weeks		n/a
Priority 4	Monthly		Monthly		n/a

### 5.4. Problem Resolution

You may receive the resolution to a problem/query in one of the following formats.

- **Direct solution:** Problem solved.
- **Workaround:** Steps provided that allow the software to perform and the issue is stabilized. The workaround might be replaced by a permanent solution in a future software update.
- **Patch:** For critical problems, a patch may be made that corrects a specific problem.
- **Software updates:** Several problems may be resolved or corrected in an update.

### 5.5. Case closure

A support request is typically closed when you confirm that a resolution has been reached or if we do not hear back from you after three attempts to contact you during a ten day period. We may also close support requests if we cannot resolve, or choose not to resolve certain issues, with acknowledgement and agreement from you. The case technical contact will be notified of the closure by email. You can call back and reopen a case to initiate further work.

#### Closure due to solution delivered to customer

Within 7 days of solution delivery, you will receive an email courtesy notification of case closure. Axway understands customers' need to test and validate solutions in each environment prior to placing into production and this phase may require a longer period.

If, during the extended period of customer validation, it appears that the solution provided does not resolve the issue, you should contact Global support and re-open the case. Global support and engineering will continue analysis and work towards resolution. If new symptoms occur, a new case will be opened.

### Customer satisfaction surveys

The services we offer and the services we will offer in the future are based largely on feedback from you. In addition, your satisfaction with our services is the only way we measure our success. As such, we conduct customer satisfaction surveys that give you the opportunity to let us know how we are doing.

After we close a support request with you, you will receive a short survey via email asking for your feedback in the following areas:

- The time to reach an engineer
- The time to resolve your case
- Your level of satisfaction with the product
- Your level of satisfaction with our support services

## 5.6. Issue escalation and management visibility

### 5.6.1. Global support directed escalation

Global support engineers follow the technical processes described in this document to gather information to help identify and resolve your issue. Engineers consult product development teams to resolve the issue and escalate, if necessary.

The escalation process allows for wider review of the situation, including technical and management directives for applying additional resources to the issue, and increased levels of communication between Axway organizations and with your organization. Escalation brings the issue to the attention of a supervisor, then management, then executive-level personnel within Axway.

To enable Priority 1 target resolution times and assure appropriate management visibility into priority 1 situations, the following priority 1 management notification progression ladder is built into our case management systems.

Minutes past	Priority 1 management notification progression ladder
Immediately after case submission	Initial notification of support center manager, MCS account manager and Sales Account Manager
1 hour	Sales Account Manager
2 hours	Regional Director of Global Support
4 hours	Regional Director of Global Support notifies SVP Global Support
8 hours	Regional Director Global Support notifies Regional VP of sales

## 5.6.2. Customer directed escalation

Our support team always works to ensure that the appropriate resources and level of focus are applied to your request to ensure a timely resolution. If you are not satisfied with the progress of your support request, however, we encourage you to request an escalation. By invoking the escalation process, additional levels of management attention, procedure reinforcement and resource prioritization are brought to bear on resolving your support request.

You can escalate a support request at any time either by speaking directly with the engineer assigned to your case or by calling your local Axway support number<sup>10</sup> and requesting to speak with a global support manager.

## 5.7. Security vulnerabilities

Axway takes security vulnerabilities extremely seriously. The Axway product security group has established a strict process that requires any security vulnerabilities reported to Axway global support be either well documented in our Axway support website or quickly assessed and eventually addressed by our security and R&D teams. When appropriate, Axway tracks security vulnerabilities that are already reported and acted upon, and publishes this list on the Axway support website at <https://support.axway.com> per product.

Axway encourages customers, partners, internal employees and security companies to contact Axway global support through the normal case reporting methods whenever a security vulnerability against any of Axway's products is discovered. Once a case is received, Axway global support will mark the case as a security related incident and initiate the process that will assure the vulnerability is evaluated against appropriate criteria.

Before being assessed by Axway's product security group all reported vulnerabilities will be checked against the published product repository of already addressed vulnerabilities. If the reported vulnerability is determined to be something that Axway have not received as a submission before, Axway support will open a security defect against the related product and work with Axway product security group and respective products' security R&D contacts to define a plan of action. At this point, the reported vulnerability will have its [CVSSv3 score](#) calculated and its priority determined. Axway plans on addressing security vulnerabilities as follows:

Priority	CVSSv3 score	Product team action
High	7 – 10	Issue a patch (unless technical complexities require fix in service pack)
Medium	4 – 6.9	Schedule for next service pack
Low	0 – 3.9	Prioritize for a future pack

<sup>10</sup> See "how to contact support" section for contact details



## 5.8. Axway SaaS operations compliancy and standards

### Security policy

Axway maintains a strong security posture to proactively maintain and protect the SaaS cloud services. The security rules and policies are described in the “Axway Cloud Security Statement”.

In addition, Axway continuously monitors and evaluates each of our vendors and partners to assure that they maintain the quality and certifications required to mitigate potential risks related to the security of the platform and its physical environment.

### Operational security

As a leader in cloud services specializing in governing the flow of data, Axway is dedicated to safeguarding our customers’ privacy and security in the cloud. We provide end-to-end protection in highly-scalable, highly-available environments, because we understand that delivering secure systems is instrumental in sustaining trust. By devising security policies that are transparent, Axway is able to provide customers with a greater understanding of how their information is kept safe. With strict operational controls, customers are assured that personnel have been properly trained and vetted through rigorous screening and quality checks. Additionally, by layering granular, refined controls, Axway helps protect organizations from legal liabilities of inappropriate use, access, and viewing

### Data privacy policy

Axway will not use the data entrusted by customer in any way except as required to deliver the service and in accordance with Axway privacy statement.

However, in the course of support, Axway or its partners may need to analyze customer data to validate syntax. In this context, customer allows Axway and its partners to carry out these analyses. Axway will not, in any cases, modify the data or content unless expressly requested by customer. At the end of the subscription term, Axway will return the data belonging to the customer and destroy any copies it may still have.

### Third-party audits, compliance programs, and certifications

#### Axway

- SOC 2 and SOC 3
- HIPAA - Axway has the necessary controls and safeguards to securely handle protected health care information (PHI) on behalf of our customers
- FIPS 140-2 encryption
- ISO 27001
- [Axway Quality and Security Compliance](#)

## **Cloud Infrastructure Providers**

### **Amazon Web Services (SaaS & Axway Managed Cloud)**

- SOC 1 / SSAE 16/ISAE 3402 (SAS 70 Type II)
- SOC 2, SOC 3
- FISMA, DIACAP, FedRAMP
- PCI-DSS Level 1
- ISO27001/02, ISO 27018
- ITAR
- FIPS 140-2
- <https://aws.amazon.com/security/>

### **Microsoft Azure (Axway Managed Cloud)**

- SOC 1, SOC 2, SOC3
- ISO 27001, ISO 27018
- FedRAMP
- HITRUST
- MTCS,
- IRAP
- ENS
- <https://azure.microsoft.com/en-us/overview/trusted-cloud/compliance/>