

SUPPORT SERVICES FOR NGINX SOFTWARE

F5 will provide support services (“Support Services”) for Nginx Software (“Nginx Software” or “Products”), including, without limitation, Nginx Plus, Nginx Controller and Nginx App Protect, as applicable, licensed by the customer (“Customer”) from F5, as follows:

During the applicable subscription term, F5 will (subject to [Sections 2.4](#) (Conditions) and [2.5](#) (Exclusions) below, as applicable, and Section 12(b) of the F5 End User License Agreement (the “EULA”)) provide Support Services for Nginx Software in accordance with the applicable support policies available at <https://www.f5.com/services/support/support-offerings/support-policies>; provided that, solely with respect to existing Customer subscriptions that are expressly subject to legacy Nginx “Basic,” Professional” and/or “Enterprise” support terms in the applicable order documents, the terms and conditions set forth in the Sections below will continue to apply to such subscriptions in lieu of the foregoing for the remaining duration of the current subscription period. Support Services for the ModSecurity Module, if applicable, will be provided in accordance with the terms set forth in the EULA and the relevant portions of this Support Services Addendum as specified in [Section 2.6](#) (Support Services for ModSecurity Module) below.

F5 will provide Support Services only for the Products licensed from F5 by Customer and, if applicable, only for the ModSecurity Module as licensed under the applicable licensing terms referenced in Section 4(c) of the EULA and later Updates of the same Products or ModSecurity Module.

1. Support Services

F5 will provide the following Support Services:

1.1 Update Releases Provided. F5 shall make available to Customer all Updates made generally available to subscription customers by F5.

1.2 Proactive Security Notifications. F5 shall proactively make available to Customer all internal security bulletins.

1.3 Update Distribution. Updates will be provided for download from the F5 customer support portal. Updated Documentation will be provided with such new Updates. Customer acknowledges and agrees that F5 shall have no responsibility to install or configure any Products or ModSecurity Module as part of the Support Services.

1.4 Documentation or Configuration Issues Resolved. F5 will help Customer resolve doubts with Documentation where observed Product behavior is different from Documentation, Documentation is not clear or consistent, or other minor Documentation issues occur.

1.5 Binary Package Issues Resolved. F5 will assist Customer in resolving warnings on binary launch, system library conflicts or other issues with the binary F5 packages. Customer acknowledges and agrees that F5 shall have no responsibility to directly participate in installation or configuration of any Products as part of the Support Services. F5 shall also not be responsible for resolving any other compatibility issues unrelated to the F5 binary package.

1.6 Error Correction. Following receipt of notice of an Error from a Named Contact, F5 shall make commercially reasonable efforts to: (a) respond to Customer within the corresponding SLA time (see below); (b) reproduce the issue; and (c) repair any Errors or provide a workaround.

The following table summarizes SLA parameters for Basic, Professional and Enterprise levels of support¹:

SLA	Basic	Professional	Enterprise
Support hours	Applicable local F5 business hours	24x7 ²	24x7 ²
Number of incidents	Unlimited	Unlimited	Unlimited
Initial response time	8 hours	2 hours	30 minutes
Answers about Documentation	24 hours	8 hours	2 hours
Email and Web Support	Yes	Yes	Yes
Phone support	No	Yes	Yes
Software Updates	Major and Minor	Major and Minor	Major and Minor
Hot bug fixes	No	Yes	Yes
Support for 3 rd party modules	No	Yes	Yes
Support for NGINX Unit	No	Yes	Yes
Support for NGINX Controller	No	No	Yes

¹Basic, Professional and Enterprise Level SLAs are not applicable to the Developer Edition Subscriptions.

²24x7 for High and Medium Severity incidents only

2. Support Obligations

2.1 Classification for Prioritization. F5 shall initially classify Errors in accordance with the severity breakdown set forth below and based on the circumstances described by Customer. F5 will use commercially reasonable efforts to provide the services described below for each type of Error observed.

Severity Level	Description
1	<p><u>High Severity</u></p> <p>Prevents Customer from continuing use of Product(s), or critically impacts core function of the Products or Customer's environment. Causes the Products to experience downtime, or performance of the Products is severely degraded due in whole or in part to an Error. No workaround known to Customer. F5 will use continuous efforts during the support hours shown above to provide a resolution for any Severity Level 1 Error.</p>
2	<p><u>Medium Severity</u></p> <p>Prevents Customer from continuing use of a function of the Products, but does not affect the performance or functionality of the Customer's environment in its entirety. Impacts Customer's ability to use the Products, the severity of which is significant and may be repetitive in nature. F5 will use commercially reasonable efforts during its normal hours of operation to provide a resolution for any Severity 2 Errors.</p>
3	<p><u>Low Severity</u></p> <p>The reported Error is minor, not inhibiting any of the necessary functionality of the Products. Error negligibly impacts Customer's ability to use the Products, and Products remain functional. This category may include enhancement requests, common how-to questions, and any Product issues with a viable workaround. As soon as it is commercially practicable, F5 will use reasonable efforts during its normal hours of operation to provide a resolution for any Severity 3 Error.</p>
4	<p><u>Request for Information</u></p> <p>Includes minor, cosmetic, or documentation-related issues, and enhancement requests that are not time-sensitive. There is no impact on the Product's existing features, functionality, performance or stability. F5 will provide solutions in its sole discretion.</p>

2.2 Progress Reporting. F5 shall issue a trouble ticket number for each Error reported by the Named Contact to F5. Each Error will be tracked by trouble ticket number and will include all associated symptoms and activities. Named Contact shall reference the ticket number in all communications associated with an Error. Customer and F5 shall keep each other's support personnel informed of the progress when resolving any Error. The trouble ticket shall be closed by the F5 customer support team upon acknowledgment by the Customer that the Error is resolved. If the Customer neither acknowledges, nor contests in writing the resolution of the Error within five (5) business days following an e-mail or other written notification by the F5 customer support team to the Customer and the F5 customer support team considers the Error resolved, the trouble ticket shall be closed.

2.3 Customer Support Operations. F5 will provide Support Services via e-mail, support portal or telephone help line, as applicable, during the term of the applicable subscription to named Customer contacts. Customer should first consult the online support portal as it provides a knowledge base and answers to frequently asked customer questions.

2.4 Conditions for Providing Support Services. F5's obligation to provide Support Services is conditioned upon the following: (a) Customer makes reasonable efforts to correct the Error after consulting with F5; (b) Customer provides F5 with sufficient information and resources to correct the Error either at F5's customer support center or via remote access to Customer's site, as well as access to the personnel, hardware, and any additional software involved in discovering the Error; (c) Customer promptly installs all Updates; and (d) Customer procures, installs and maintains all equipment, telephone lines, communication interfaces and other hardware necessary to operate the Products and ModSecurity Module, if applicable.

2.5 Exclusions. The following are excluded from F5's Support Services obligations: (a) Products or ModSecurity Module that are used on or in conjunction with hardware or software other than as specified in the applicable Documentation; (b) altered or modified Products or ModSecurity Module; (c) defects in the Products or ModSecurity Module due to accident, hardware malfunction, abuse or improper use; (d) any version of the Products or ModSecurity Module for which Support Services have been discontinued by F5; (e) any Error caused by ModSecurity Module not licensed through F5; however, this exception will not apply to an Error caused by ModSecurity Module if Customer has purchased the optional add-on for such ModSecurity Module; (f) evaluation software or other software provided by F5 at no charge; (g) open source versions of F5 products; and (h) any products sold separately by F5.

2.6 Support Services for ModSecurity Module. Support Services for ModSecurity Module are limited to: (a) the provision of Updates as described in Sections 1.1 (Update Releases Provided) and 1.3 (Update Distribution) above, and (b) commercially reasonable assistance for installation, initial configuration, fault-finding and troubleshooting. The provisions of Section 2.2 through 2.5 of this Support Services Addendum also apply to Support Services for the ModSecurity Module. All provisions of this Support Services Addendum not specifically referenced in this Section 2.6 (Support Services for ModSecurity Module) do not apply to Support Services for ModSecurity Module.
