

Software support and maintenance agreement

For the purposes of this Schedule, the following capitalised terms shall have the meaning ascribed to them below:

“Business Day” means: Monday till Friday excl. public holidays

“Error” means a defect in the Software;

“Major Upgrade” means a new Version of the Software denoted by a change of the first number as per the ‘major-minor’ software versioning scheme.

“Minor Upgrade” means a new Version of the Software denoted by a change of the second number as per the ‘major-minor’ software versioning scheme.

“Response Time” means the target response time associated with a severity level as set forth below.

“Resolution Time” means the target resolution time associated with a severity level as set forth below.

“Version” means a Minor Upgrade or Major Upgrade.

“Working hours” means from 8H30 till 17H CET

Bug fixes

Subject to timely payment of the Fees, Racktivity shall provide support to the Customer as specified below for the most current Version of the Software (i.e. in accordance with Racktivity’s Software release scheme) and one immediately prior Major Upgrade of the Software. To this effect, Racktivity may require the Customer to upgrade to the most current Major Upgrade (without enablement of new functionality), provided that Racktivity shall provide such upgrade without charging any additional fee.

Before contacting Racktivity in respect of any Software problem, the Customer shall first:

- perform initial diagnosis and analysis of the problem;
- determine whether the problem is an Error, and whether it is a known issue for which a solution already exists
- if not, transmit appropriate information (at a minimum the agreed diagnostic information) to a Racktivity designated issue tracking system for subsequent Racktivity support (the „Issue Report“).

Racktivity shall provide support to the Customer in respect of the Software, according to Issue Reports received. Customer shall have at all times skilled senior engineers which are trained by Racktivity on the Software.

Each Issue Report shall be accompanied with an indication of the severity of the Error based on the below definitions (as determined by the Customer acting reasonably and in good faith), and Racktivity shall use reasonable efforts (subject to the Customer dependencies set forth herein) to supply a remedy according to the following timelines (for the avoidance of doubt, Response Times and Resolution Times specified below are indicative target timelines only):

Severity	Definition	Milestones* (target)
Critical Error	Catastrophic Error that causes total failure of the Software, severe memory leaks, unrecoverable data loss or unavailability.	Response Time: on call Resolution Start: immediate Resolution Update: 48 Working Hours ** Availability: 24/7
Major Error	The Error results in a severely impaired functionality or performance or in a single component/functionality not being useable.	Response Time: 1 Business Day Resolution Start: 2 Business Days Resolution Update: 4 Business Days Availability: during Working Hours
Minor Error	The Error causes failure of non-critical aspects of the system. There is a reasonably satisfactory work around available.	Response Time: 2 Business Days Resolution Start: 4 Business Days Resolution Update: 10 Business Days Availability: during Working Hours

*Milestone (as per the above table) compliance is dependent on the level of access and assistance provided by the Customer (as applicable), and shall be calculated from the moment Racktivity is provided with (i) as regards Response Times, the necessary (diagnostic) information, and (ii) as regards Resolution Times, where access to the Customer's premises/systems is required, the necessary access to such premises and systems and the necessary diagnostic information, until such time that Racktivity delivers a work-around or permanent fix in respect of the Error.

**24/7 telephone support will be available for Critical Errors. In the event that Racktivity becomes aware that an Error of 'Critical' severity cannot be resolved within the target Resolution Time specified above, it shall inform Customer and submit an emergency action plan detailing the actions proposed and the time necessary to supply a correction. Racktivity shall keep Customer regularly informed about the progress according to such plan. If necessary, Customer may request that Racktivity's staff work on-site. Racktivity may also decide at its own cost and expense, to send, as appropriate, a suitably qualified representative to Customer's premises to solve the Error, in which event the Customer shall provide Racktivity with the necessary access to its premises and systems to allow Racktivity to adequately perform its support obligations hereunder.

If the problem was not solely caused by a defect in the Software, Racktivity may invoice Customer on a time and material basis at its then current rates (excluding taxes and expenses), for time spent diagnosing and analysing the defect, and engineering and travel time in addition to the actual travel expenses incurred.

Racktivity shall be under no obligation to provide support as specified above in respect of defects that are not attributable to the Software or for any components that have been modified or which have not been setup, installed, or used in accordance with the Agreement or Racktivity's instructions. If Racktivity, in its sole discretion, does provide such support in respect of such components, it shall be entitled to charge for such services and assistance in accordance with the foregoing paragraph, and the milestone timelines (as per the above table) shall not apply in respect thereof.

Upgrades

Introduction. This section describes the Support and maintenance services to be provided to the Customer by Racktivity in respect of the Software.

Upgrades

Subject to timely payment of the Fees, Racktivity shall provide remedial maintenance to the Customer for the most current Version of the Software (i.e. in accordance with Racktivity's Software release scheme) and one immediately prior Major Upgrade of the Software.

The Customer is responsible for the installation of and migration to new Versions. Racktivity shall decide at its own discretion upon the release of new Versions of the Software.

Upon release of a Minor Upgrade, Racktivity shall notify the Customer of its availability. The Minor Upgrades shall be provided to the Customer at no additional costs over and above the applicable Support Fees. Minor Upgrades are licensed to the Customer as per the same terms and conditions on which the Software is licensed to the Customer. Major Upgrades are not included in the Support Fees and shall be additionally charged to the Customer.

Installation/implementation of a Major Upgrade shall also be charged to the Customer, on a time and material basis at Racktivity's then current professional services rates or as otherwise agreed between the Parties.

Hardware support and maintenance procedure

Rackactivity support portal

Support documentation at <http://www.rackactivity.com/support/rack/>
Mail at support@rackactivity.com

Online helpdesk

De online helpdesk is available from 8.30 until 17.00 CET: +32 9 324 20 95

DOA Procedure

Customer informs Rackactivity via a completed Rackactivity standard RMA document (see annex 1) of any hardware defect in accordance with above contact details.

The information needed for processing the RMA products:

- Mac address, product type or serial number
- Quantity of products
- Problem description per unit

Rackactivity will swap the defective unit within 2 Business Days (DDU Brussels) after receipt of the correctly completed RMA form.

Customer is responsible to hand over the defective unit to the carrier during Business Hours at the Customer's address and receive the replacement unit.

In the event of a valid DOA claim (i.e. the Hardware is defective and the defect is solely attributable to the Hardware), all replacement costs (including pickup and return) will be borne by Rackactivity, except that in case pickup and delivery cannot be executed, the additional shipment costs will be prepaid by Customer. In the event the DOA claim is not valid, all such costs shall be borne by the Customer.

RMA Procedure

Obtaining an RMA number

Customer informs Racktivity via a completed Racktivity standard RMA document (see annex 1)

The information needed for processing the RMA products:

- Mac address
- Quantity of products
- Problem description per unit

After Racktivity has received the correctly completed RMA form, an RMA number will be sent.

With this RMA number the Customer is allowed to ship the products back to the Racktivity designated repair center.

RMA tracking

No units will be accepted without RMA number provided by Racktivity N.V. to Customer. Customer will mention the RMA number on all documents referring to the return.

Return process for units - RMA

Under warranty

Racktivity will check the warranty criteria and a new or replaced unit will be sent to Customer for all units under warranty.

In case the unit does not fall under warranty, section Outer Warranty will apply.

Racktivity will send a replacement or repair unit within 5 Business Days from receipt of a valid RMA claim form.

Shipments costs related to the shipment of a replacement unit will be borne by Racktivity.

Upon receipt of the replacement product, the Customer shall ship the defective Hardware to Racktivity, upon the latter's instructions. Any cost related to the shipment from Customer to Racktivity will be at the expense of Customer.

Outer warranty

The following procedure will apply:

The defective unit will be placed in an on-hold pool.

A quote will be prepared for the repair and shipment of the device.

If quote is accepted and paid for, repair will be conducted in 10 business days.

If the quote is not accepted or not paid within 15 business days, the unit will be available for pick up at our repair center.

If the RMA claim proves invalid only after Racktivity has already shipped a replacement product to the Customer, the Customer must return the replacement product to Racktivity in an 'as new' condition and properly packed, at the Customer's risk and expense, upon Racktivity's instructions. The Customer shall also, upon first request, reimburse all costs related to the shipment of the replacement product to the Customer. In the event the allegedly defective Hardware was already shipped to Racktivity by the Customer, such Hardware shall be returned to the Customer at the Customer's risk and expense (cost of shipment of the allegedly defective Hardware to Racktivity shall equally be borne by the Customer).

Racktivity standard RMA form



Fax 09 324 20 91
Tel 09 324 20 90
e-mail support@racktivity.com

RMA form

Instructions

Please use 1 form per return shipment
Fax the completed form to +32 9 324 20 91
or email to support@racktivity.com

Delivery address	Return address	Action
Racktivity NV Kris De Peuter Antwerpsesteenweg 19 9080 LOCHRISTI	Customer:	DOA/RMA
	Name:	Repair
	Address:	
	Date request:	

RMA details			
Product	Product code	Description of the failure	Warranty Y/N

RMA number	
RMA date	