



STORDIS

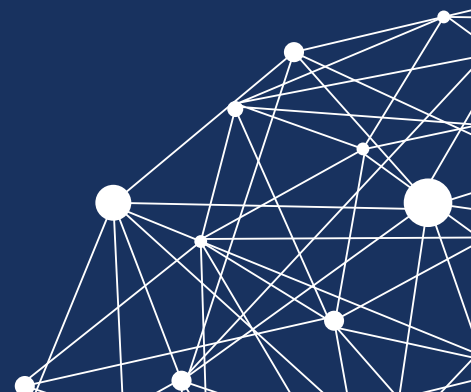
The Open Networking Expert



#OPEN2SUPPORT

Terms & Conditions

**Need Any Help?
We Are #Open2Support You!**





Purpose

This Agreement describes the provision of technical support services ("Support") by **STORDIS Group** ("STORDIS") relevant for the Service Level Agreement purchased by an end user ("Customer") from **STORDIS**.

Definitions

"Availability" means **STORDIS** will be available via phone or e-mail during business hours, Monday to Friday, 8 am–5 pm CE(S)T (except bank holidays and company shutdowns).

"Estimated Resolution Time" is the time **STORDIS** estimates it will take to resolve the Failure.

"Failure" means a reproducible defect in the Hardware or Software of the Product approved by **STORDIS**.

"Failure Identification Time" is the time **STORDIS** takes to identify the Failure.

"Hardware Advanced Exchange" means, **if a Failure is confirmed by STORDIS before 1 pm CE(S)T, a replacement part will be shipped to the Customer on the same business day.** All replacement parts and shipping costs are covered by **STORDIS**.

"Hotline and Remote Support" means a qualified specialist will support the Customer in fixing any Failures. The support hotline and remote support service is available during business hours, Monday to Friday, 8 am–5 pm CE(S)T (except bank holidays and company shutdowns).

"Initial Response Time" is the time **STORDIS** takes to respond to the Customer acknowledging receipt of the Failure notification.

"Material Breach" includes but is not limited to a failure to pay invoices according to agreed commercial terms or failure to adhere to the terms of this Agreement.

"On-site Support" means, if a problem cannot be solved remotely, a **STORDIS** technical specialist or support partner will solve the problem on site. The on-site service is available Monday to Friday, 8 am–5 pm CE(S)T (except bank holidays and company shutdowns).

"Product" means **STORDIS** goods and services procured by the Customer as part of this Agreement and listed in the **Open2Support Certificate**.

"Severity Level" means the condition and impact to the Customer business of operation resulting from the Failure as defined by **STORDIS**.

"Support Management Platform" is the **STORDIS** ticketing system available 24x7.

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Open2Support Service Levels

STORDIS offers three **Service Level Agreement** levels with the following features:

Feature	Smart	Advanced	Premium
Support Service Availability 8x5	✓	✓	✗
Support Service Availability 24x7	✗	✗	✓
Hotline and Remote Support 8x5	✗	✓	✓
Hardware Advanced Exchange Same business day shipment	✓	✓	✓
On-site Support Next business day	✗	✗	✓
Support Management Platform 24x7	✓	✓	✓

The Customer can contact **STORDIS** by E-mail: Support@STORDIS.com and by phone on +49 711 3421 5801.

Open2Support Severity Levels

STORDIS operates three **Severity Levels** defining the impact of the Failure on the Customer business operation as defined by **STORDIS**:

Severity Level	Severity Level Description	Initial Response Time	Failure Identification Time	Estimated Resolution Time
1 – Critical	Customer system non-operational	15 Minutes	8 Hours	ASAP – Best Effort
2 – Significant	Customer system severely impaired, some business operations impacted	1 Hour	24 Hours	ASAP – Best Effort
3 – Minor	Customer requires information on or help with Product features	4 Hours	2 Working Days	N/A

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Roles and Responsibilities

The Customer provides the following information when contacting **STORDIS** about a Failure:

- Customer name
- Contact name and e-mail address
- Product part No and serial No or **STORDIS Open2Support Certificate**
- Description of the Failure
- Failure logs and reports
- Impact of the Failure on Customer system.

The Customer will provide the required assistance to resolve the Failure, e.g. allowing **STORDIS** access to Customer networks to determine and resolve the Failure.

STORDIS will register the Failure and collect all required information from the Customer to resolve the Failure according to the **Severity Level** and **Service Level** agreed.

If, upon replacement of the Product, **STORDIS** cannot reproduce the Failure (Fault Not Found), then **STORDIS** reserves the right to return the Product to the Customer and call back the replacement Product. The Customer will be responsible for covering all associated costs.

Exclusions

Support does not include maintenance or repair if:

- The Product was used for a purpose for which it was not designed.
- The Product or its functionality was altered otherwise than by **STORDIS**.
- The Product was relocated unless previously agree with **STORDIS**.
- The use of ancillary products is not suitable for use with the Product.
- Force majeure incident occurred, e.g. accidents such as fire, lightning or floods.
- Fluctuation in electricity supply at the Customer premises.
- The Product was damaged by installing 3rd party software.

Limitation of Liability

TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT WILL STORDIS OR STORDIS' SUPPLIERS BE LIABLE FOR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL OR EXEMPLARY DAMAGES OR LOST PROFITS ARISING FROM, CONNECTED WITH, OR RELATED TO THIS AGREEMENT, WHETHER SUCH LIABILITY IS FORESEEABLE, EVEN IF STORDIS HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, OR ARISES FROM ANY CLAIM BASED UPON CONTRACT, WARRANTY, TORT OR OTHERWISE. THE LIMITATIONS SPECIFIED HEREIN WILL SURVIVE AND APPLY EVEN IF ANY LIMITED REMEDY SPECIFIED IN THIS AGREEMENT IS FOUND TO HAVE FAILED OF ITS ESSENTIAL PURPOSE.

IN NO EVENT SHALL STORDIS' AGGREGATE CUMULATIVE LIABILITY FOR ANY DAMAGES, DIRECT OR INDIRECT, ARISING FROM, IN CONNECTION WITH, OR RELATED TO THE PRODUCT EXCEED THE AMOUNT PAID HEREUNDER WITH RESPECT TO THE PRODUCT WHETHER SUCH LIABILITY ARISES FROM ANY CLAIM BASED UPON CONTRACT, WARRANTY, TORT OR OTHERWISE. NOTWITHSTANDING THE FOREGOING, STORDIS TOTAL LIABILITY ARISING FROM, IN CONNECTION WITH, OR RELATED TO THIS AGREEMENT SHALL NOT EXCEED THE TOTAL AMOUNT RECEIVED BY STORDIS FROM THE CUSTOMER UNDER THIS AGREEMENT.





General

Confidentiality

Both **STORDIS** and the Customer must treat all information received from the other party which appears to be confidential as it would treat its own confidential information generally, but at least, with no less than a reasonable degree of care.

Warranty

STORDIS warrants that the Support will be performed in a professional manner and according to the terms of this Agreement. **STORDIS** will support the warranty as per **STORDIS Customer Invoice** and any replacement Products are warranted for the remainder of the original warranty period.

Term & Termination

The Support will commence on the issue date of the **STORDIS Customer Invoice** and lasts according to the Support duration for the Product bought by the Customer as shown on that **STORDIS Customer Invoice**.

Either party may terminate the Support of all Products under this Agreement giving 30 (thirty) days written notice by e-mail if the other party has committed Material Breach of this Agreement and that breach has not been cured within that 30 (thirty) day period.

Governing Law and Jurisdiction

This Agreement shall be construed and controlled by the laws of Germany and any disputes or claims arising out of or in connection with this Agreement are settled under the jurisdiction of the courts in Germany.

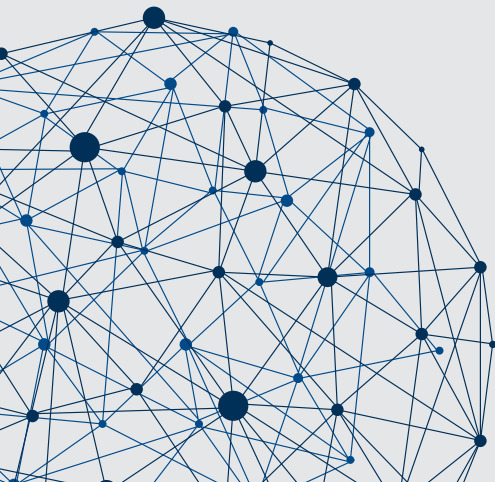
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Get in touch with us
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Mon–Fri, 8 am–5 pm



STORDIS

The Open Networking Expert

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