



Technical support terms and conditions

This AGREEMENT defines the terms and conditions under which ScalAgent Distributed Technologies, hereafter called SCALAGENT, provides the technical support services subscribed to by the CLIENT.

These services are attached to the software listed in the sales order, hereafter called the SOFTWARE.

Description of services

USAGE SUPPORT

Le CLIENT may invoke SCALAGENT in order to get a solution to an execution problem.

An execution problem is defined as the SOFTWARE behaving differently than expected.

The USAGE SUPPORT service holds whenever the SOFTWARE be used for tests or in operation.

When the CLIENT invokes SCALAGENT for help about an execution problem, all the elements required to reproducing the problem must be provided. The CLIENT must notably reduce the problem to its core, excluding all other software but the SOFTWARE, precise the execution environment and conditions, and explain how the execution differs from what is expected. If SCALAGENT is not able to reproduce the problem, the provided answer may be limited to a hint.

If SCALAGENT may reproduce the problem, and if the problem study shows evidence of a bug in the SOFTWARE, then SCALAGENT will make its best efforts to fix the bug, and register the bug fix in the SOFTWARE main code base so that it is included in the next releases. SCALAGENT may also provide hints or solutions to help work around the bug in the short term.

If the problem finds its roots in the way the CLIENT uses the SOFTWARE, then SCALAGENT will provide explanations for the noticed behaviour, and possibly hints for correcting or working around the problem. However solving problems located in the CLIENT code and not in the SOFTWARE is part of the DEVELOPMENT SUPPORT service. SCALAGENT will then answer such requests according to the CLIENT effort isolating the problem from his code.

The usage support service includes packaging specific versions of the SOFTWARE which compile the latest bugs fixes. This services allows the CLIENT to get a new version without waiting for the next standard release. The number of specific versions per year depends on the ordered level of support. However if a bug totally prevents the correct execution of the SOFTWARE, and if SCALAGENT doesn't provide an acceptable work around, then a specific version will be built.

EXTENDED USAGE SUPPORT

If the problem cannot be reduced or if SCALAGENT cannot reproduce it, due to the software environment or to random executions, then SCALAGENT and the CLIENT will collaborate to identify the problem. Different strategies may be followed:

- try to catch error messages relative to the problem by configuring the debug options of the SOFTWARE and executing it in the CLIENT environment,
- deploy and execute modified version of the SOFTWARE in the CLIENT environment,
- remotely access to the CLIENT servers.

Anyway SCALAGENT will intervene in a CLIENT's complex environment, involving third parties software, only when strong signs show that the SOFTWARE might be involved.

The number of such interventions is limited depending on the ordered level of support

DEVELOPMENT SUPPORT

The CLIENT may invoke SCALAGENT in order to get

- clarifications about the available SOFTWARE documentation,
- clarifications, hints and technical advices about the SOFTWARE programming usage, related to the standard or specific API, or even about the modification of internal modules,
- clarifications about the expected behaviour of a given configuration of the SOFTWARE,
- hints and technical advices about solving problems involving the SOFTWARE in the CLIENT's program.

This service extends the usage support service to take into account the CLIENT's program.

This service also enables the CLIENT to invoke SCALAGENT about questions not related to incidents, or to discuss about the behaviour he expects from the SOFTWARE.

The CLIENT may not invoke SCALAGENT for architectural issues, and notably for finding out the best usage of the SOFTWARE matching the CLIENT's needs. This kind of work requires a higher level of expertise, which may be provided by a separate contract related to architecture or consultancy services.

DEPLOYMENT SUPPORT

The CLIENT may invoke SCALAGENT in order to get

- clarifications about the available SOFTWARE documentation,
- clarifications, hints and technical advices about installation, deployment and actual execution of the SOFTWARE,
- clarifications, hints and technical advices about using the administration, logging and debug services included in the SOFTWARE.

This service does not include sizing or performance issues, neither does it cover integration issues of the SOFTWARE with third party software.

The deployment support service includes help for configuration upgrades. The supports levels include a limited number of configuration upgrades.

Limitations and modalities

Support periods

At the lowest levels, support is available only during business days (BD) over a limited time range. At the highest level it is available all days (7/7) at all times (24h).

Business days range from Monday to Friday, excluding public holidays (France).

The 8h time range is from 9 am to 1 pm, and from 2 pm to 6 pm, GMT+1.

Response time

The response time depends on support periods.

A 24h or 48h response time must be interpreted as days, that is 1 or 2 days after the request plus extra not covered days.

A response time lower than 24h is counted as available hours.

SCALAGENT commits to take the problem into account within the response time, and to deploy its best efforts to provide a final answer.

Number of contacts

Only a limited number of contacts, named by the CLIENT, are allowed to initiate requests to SCALAGENT. The CLIENT may change during a year CONTACTS who may no longer assume their role.

Contact mode

The CONTACTS may invoke SCALAGENT by e-mail only.

Language

SCALAGENT may answer support request in French or English language.

Versions

By default SCALAGENT only supports the latest release of the SOFTWARE, and requests the CLIENT to upgrade its configuration within a reasonable period of time. The length of the support period of old SOFTWARE releases depends on the ordered level of support.

In any case supporting old releases requires a continuous renewal of the annual support contract.

Levels of support

The level of support is defined in the sales order. Four levels are available, with limitations about the supported configurations for some of them.

Support contracts cover a full year.

The services included in all the support levels are summarized in the following table.

Level of support	BRONZE	SILVER	GOLD	PLATINUM
Service conditions				
Support periods	8h, BD	8h, BD	24h, BD	24h, 7/7
Response time	48h	24h	12h	6h
Number of contacts	1	2	3	6
USAGE SUPPORT				
Number of incidents	unlimited	unlimited	unlimited	unlimited
Custom builds	0	2	6	unlimited
Remote troubleshooting (EXTENDED SUPPORT)	0	2	4	unlimited
Support of old releases	6 months	6 months	3 years	unlimited
DEVELOPMENT SUPPORT, DEPLOYMENT SUPPORT				
Number of hours	4	8	16	48
Configuration upgrades	2	4	8	unlimited

BRONZE level support

This level of support covers all simple configurations, limited to 4 servers deployed in a unique physical location. It excludes HA (high availability) configurations.

SILVER level support

This level of support covers quite all configurations, excluding only the very large ones above 16 servers. No other functional or operational limitation is defined.

GOLD level support

This level of support is not restricted.

PLATINUM level support

This level of support is not restricted.

General conditions

Warranties – Limitation of responsibility

SCALAGENT guarantees that a commercially reasonable effort will be engaged to answer to the CLIENT requests. SCALAGENT does not guarantee that the provided answers will solve all the CLIENT issues, neither will they be error free.

SCALAGENT is not liable for indirect, incidental, special or consequential damages for any reason – including loss of time, loss of data or software, loss of profits or loss of revenue – even if SCALAGENT has been specifically advised of the possibility of such damages. SCALAGENT liability in all events will not exceed the support fees actually paid by the CLIENT for this service for the running annual period.

The CLIENT will take all required measures in order to avoid suffering any damage from a possible degradation of the files, memories, documents, or other elements that it entrusts to ScalAgent D.T. during the course of this contract. It will cover this risk by making any necessary copy of the data and mediums.

Jurisdiction

This AGREEMENT shall be interpreted, construed, and enforced according to the laws of France. In the event of any action under this AGREEMENT, the parties agree that the courts located in Grenoble, France will have exclusive jurisdiction and that a suit may only be brought in Grenoble, France and the CLIENT submits itself for the jurisdiction and venue of the courts located in Grenoble, France.