



Description of Support Services for Direct End Customers

Imprint

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Table of Contents

1	Description of Services	4
1.1	Maintenance.....	4
1.2	Limitations of Warranty.....	5
2	Support Levels and Definitions	6
2.1	Support Level Definition and Responsibilities	6
2.1.1	First Level Support.....	6
2.1.2	Second Level Support	6
2.1.3	Third Level Support.....	7
2.1.4	Severity Levels.....	7
3	Process	8
3.1	Software and Firmware Support	8
3.2	Hardware Support	8
4	Maintenance Service Levels	9
4.1	Software and Firmware Service Level.....	9
4.2	Hardware Service Levels	9
4.2.1	Service Level for Premium Maintenance	9
4.2.2	Service Level for Maintenance (Classic).....	10
4.3	Telephone and E-Mail Support	10
5	Business Hours	11
5.1	Utimaco Helpdesk, First Level Support.....	11
5.2	Utimaco, Second/Third Level Support and RMA.....	11
6	Contact Details Support	12
6.1	Utimaco Helpdesk, First Level Support.....	12
6.2	Utimaco, Second/Third Level Support.....	12
6.3	RMA.....	12
7	Costs	14
7.1	Maintenance of Hardware and Maintenance of Base Firmware	14
7.2	Additional Costs	14

1 Description of Services

The description of services includes services provided by Utimaco IS GmbH, or Utimaco Inc. ("UTIMACO") relating to CryptoServer systems purchased from UTIMACO, as listed on the relevant deliver note from Utimaco, identified by their serial number ("UTIMACO PRODUCT").

In this document, the term "CryptoServer" is used as a synonym for all models and product packages in the CryptoServer CSe-series and the CryptoServer Se-series.

This Support Service description is applicable for End Customer that purchase the products or the Support Service directly from Utimaco ("CUSTOMER") and not via a channel partner (OEM, Reseller).

1.1 Maintenance

"Maintenance" provides the CUSTOMER with a guaranteed service level by UTIMACO, for any hardware and software defects. It makes CUSTOMER eligible to software patches and upgrades for designated UTIMACO PRODUCTS that become available during the term of Maintenance. Wear of mechanical parts, such as fans or power supplies, are covered by Maintenance Services as described herein.

Hardware defects resulting from willful destruction or gross negligence are excluded from Maintenance. In particular, such damages are excluded from Maintenance that are caused by one of the following circumstances:

1. UTIMACO PRODUCT has not been operated in accordance with its documentation, including the documentation for the designated operating system(s)
2. The damage is caused by any of:
 - a) accident; unusual physical, electrical or electromagnetic stress; neglect; misuse; improper maintenance by anyone other than UTIMACO or a company certified by UTIMACO, or any other misuse, abuse or mishandling;
 - b) force majeure including without limitation natural disasters such as fire, flood, wind, earthquake, lightning or similar disaster;
 - c) governmental actions or inactions;
 - d) strikes or work stoppages

Maintenance work is intended to ensure that the hardware devices are ready for use. It is not a guarantee that they will always function without error.

Maintenance work will not be offered for accessories (as listed in price lists with article codes starting with ACC-). Maintenance must be purchased per designated UTIMACO PRODUCT (designated by its serial number) at the time of its original purchase, and may be renewed, as necessary, up to the End-of-Maintenance of the specific UTIMACO PRODUCT. Maintenance

cannot be reinstated, once a designated UTIMACO PRODUCT has been operated without being covered by Maintenance.

1.2 Limitations of Warranty

Utimaco's Warranty provides that UTIMACO PRODUCT does not exhibit defects from manufacturing, as further laid out in the applicable purchasing terms for UTIMACO PRODUCT. It does not cover any damage to the UTIMACO PRODUCT which are caused by improper use or handling, or by wear unless CUSTOMER can demonstrate that such handling/use is not responsible for the reported defect.

In case of a Warranty claim by the CUSTOMER, UTIMACO will apply commercially reasonable efforts for handling and settling such claims. However, no specific service level can be guaranteed under a Warranty provision.

2 Support Levels and Definitions

In this description of services, Support comprises the following services performed during the working hours listed in chapter 5 "Business Hours":

- Maintenance of UTIMACO PRODUCTS in accordance with chapter 1.1, "Maintenance". Two service levels are offered for Hardware Maintenance, "Classic" and "Premium", where the Classic Maintenance foresees send-in repair and Premium Maintenance provides for advance replacement, as further detailed in chapter 4.2, "Hardware Service Levels".
- Maintenance of the CryptoServer firmware and software in accordance with chapter 4.1 "Software and Firmware Service Level".
- E-mail and telephone support and access to the UTIMACO knowledge base in accordance with chapter 4.3, "Telephone and E-Mail Support".

2.1 Support Level Definition and Responsibilities

2.1.1 First Level Support

- Is First Point of Contact for the CUSTOMER.
- Is "problem owner": takes support request, collects all required information and remains responsible until solution except if and as far as such responsibility or solution is not covered by second or third level support ordered from Utimaco.
- Supports the CUSTOMER on the basis of a script. The script guides through standard support issues. Outcome is a problem solution or an escalation to the next support level.
- Is responsible for collecting further information (e.g., log files) for second or third level support.

2.1.2 Second Level Support

- Replicates CUSTOMER problems in test environment (VMware and emulator environment).
- Supports the first level support on the basis of the Product manual and Utimaco HSM knowledge database.
- Uses know-how and existing problem solutions and workarounds to help the first level support to solve the problem. (Usually administration and configuration related issues).
- Reports problems to third level support describing details of the implementation scenario with reference to any project, and provides applicable image with Product issue.
- Works with an internal ticketing system and takes ownership of the support case.

2.1.3 Third Level Support

- Is final support point of contact for second level support.
- Verifies Product problems based on reproduced Product issue.
- Provides workaround if possible.
- Interfaces to QA and development to provide patch or service pack when needed and if possible.
- Final Return to Manufacturer Approval (RMA) decision

2.1.4 Severity Levels

Utimaco shall operate under the following severity levels while providing the support and maintenance to CUSTOMER.

“Severity 1” – Urgent/critical (major impact to critical production)

- Crashing, corrupt data, crucial component failure
- Loss of persistent data
- No workaround/solution available

“Severity 2” – High (significant effect on production)

- New feature does not work / has exceptions
- Has an impact on a number of sites
- Business critical feature not functioning (with other work around available)
- Performance degradation that affects business

„Severity 3“ – Normal

- Customer can use service, however
Non-critical impairments are observed (e.g. node is down but cluster is fine)
- Minor errors that can be worked around

3 Process

3.1 Software and Firmware Support

In the event of a software incident at the CUSTOMER, that could not be resolved by first or second level support, UTIMACO will then interact with CUSTOMER to understand and reproduce the incident. CUSTOMER shall cooperate with UTIMACO in describing their usage environment, including providing the source code of any CUSTOMER written software, insofar necessary to reproduce the incident.

Upon the full availability of the reproduction environment, UTIMACO will begin defect analysis, as agreed in the service level. UTIMACO will work on a remedy that may be an updated software module or component, a guidance to modify the CUSTOMER written software in a specific way, or a guidance to work around the defect in a specific way. The CUSTOMER agrees to cooperate with UTIMACO in good faith to establish a viable solution to the defect.

While UTIMACO analyzes the defect and seeks for a remedy, the CUSTOMER shall remain available for questions and clarifications regarding the defect. When a fix or workaround is made available, the CUSTOMER shall confirm its suitability by testing it in their environment.

3.2 Hardware Support

In the event of hardware malfunction or the failure of an UTIMACO Product, the CUSTOMER shall promptly contact UTIMACO through its support portal to request a "Return Manufacturer Authorization" (RMA). The support portal URL is documented in chapter 6.3, "RMA".

UTIMACO will review the completed RMA Request and, upon confirmation of the RMA following such review, provide the applicable RMA-Number to the CUSTOMER via an RMA confirmation e-mail and issuance of an RMA label.

During the RMA Request review, the CUSTOMER must be available for UTIMACO inquiries and provide log files, if requested. The CUSTOMER shall use its best efforts to provide all information reasonably required by UTIMACO during the RMA Request review process.

In no case shall the CUSTOMER send in a defective device prior to obtaining approval and an RMA ticket number by UTIMACO.

Two service levels are offered for Hardware Maintenance, "Classic" and "Premium", where the Classic Maintenance foresees send-in repair and Premium Maintenance provides for advance replacement, as further detailed in section 4.2 "Hardware Service Levels".

4 Maintenance Service Levels

Under Maintenance, the following service levels are provided from UTIMACO to the CUSTOMER, for designated UTIMACO PRODUCTS. Maintenance and service levels are purchased and provided on a per serial number basis.

4.1 Software and Firmware Service Level

Second or Third Level Support is provided by UTIMACO to named and trained individuals at the CUSTOMER.

For Severity 1 issues, UTIMACO guarantees a response time and to begin problem analysis within no more than five Working Days after receipt of the reproducible defect description, including any relevant fragments of CUSTOMER or end customer source code that are necessary to reproduce the defect at UTIMACO. UTIMACO resources will stay assigned to the resolution of the Severity 1 issue until a patch or a workaround can be made available. Progress updates shall be communicated from UTIMACO to the CUSTOMER each Working Day during problem resolution.

For Severity 2 issues, UTIMACO guarantees a response time and to begin problem analysis within no more than ten Working Days after receipt of the reproducible defect description, including any relevant fragments of CUSTOMER or end customer source code that are necessary to reproduce the defect at UTIMACO. Progress updates shall be provided from UTIMACO to the CUSTOMER every five Working Days during problem resolution.

For Severity 3 issues, UTIMACO guarantees a response time and to begin problem analysis within no more than twenty Working Days after receipt of the reproducible defect description, including any relevant fragments of CUSTOMER or end customer source code that are necessary to reproduce the defect. Progress updates shall be provided from UTIMACO to the CUSTOMER from time to time.

4.2 Hardware Service Levels

Two different service levels are offered in relation to hardware maintenance: "Classic" and "Premium",

Once the CUSTOMER has reported a hardware defect UTIMACO will confirm the RMA latest until end of next Working Day.

4.2.1 Service Level for Premium Maintenance

In case an RMA is approved by UTIMACO, UTIMACO will send latest within two Working Days an upfront replacement of identical type as the defective unit, DAP (INCOTERMS® 2010) to CUSTOMERs premises. The replacement unit shall be a refurbished, fully functional unit.

CUSTOMER shall return the defective unit immediately upon arrival of the upfront replacement unit, using the packaging and the return slip that is included with the upfront replacement unit. Freight cost of sending back the defective unit shall be borne by UTIMACO. In case CUSTOMER fails to return the defective unit within 10 Working Days from arrival of the upfront replacement unit at CUSTOMERs premises, UTIMACO shall be entitled to invoice and CUSTOMER agrees to pay the applicable list price for the upfront replacement unit.

4.2.2 Service Level for Maintenance (Classic)

In case UTIMACO advises to send back the defective UTIMACO Product, CUSTOMER must send the hardware components together with the RMA-Number and RMA Address Label by post or by courier DAP (INCOTERMS® 2010) to the UTIMACO service center, designated on the RMA Address Label. UTIMACO will send the repaired or replacement components to the CUSTOMER site, by post or courier DAP (INCOTERMS® 2010) within five Working Days of the arrival of the defective UTIMACO Product at the UTIMACO service center.

4.3 Telephone and E-Mail Support

CUSTOMER staff members can contact Utimaco helpdesk on a 24/7 base. For contact details, see chapter 6, "Contact Details Support", below. This Hotline is available for first level support regarding the CryptoServer systems.

5 Business Hours

5.1 Utimaco Helpdesk, First Level Support

First level support service is provided 24 hours per day, 7 days per week.

5.2 Utimaco, Second/Third Level Support and RMA

Outside of the German Working Hours (Monday – Friday 9:00 am – 5:00 pm CET), support tickets from EMEA and APAC will be opened and registered, but 2nd and 3rd level support interaction may only begin within German Working Hours, but excluding public holidays in Germany.

Outside of the California Working Hours (Monday – Friday 9:00 am – 5:00 pm PST), support tickets from the Americas will be opened and registered, but 2nd and 3rd level support interaction may only begin within California Working Hours, but excluding public holidays in California.

6 Contact Details Support

6.1 Utimaco Helpdesk, First Level Support

The Utimaco Helpdesk can be reached by phone.

- FOR EMEA / APAC
+49 (0)241 1696 155
- FOR AMERICA
+1-844-UTIMACO

To contact first level support please send an e-mail to

support-cs@utimaco.com

or visit <https://support.hsm.utimaco.com/support/cases/new>

6.2 Utimaco, Second/Third Level Support

- FOR EMEA / APAC
Utimaco IS GmbH
Germanusstr. 4
D-52080 Aachen
Germany
E-mail: support-cs@utimaco.de
- FOR AMERICA
Utimaco Inc.
910 E Hamilton Ave, Suite 150
Campbell CA 95008
USA
E-mail: support-cs@utimaco.com

6.3 RMA

- Worldwide

Please file an RMA request on

<https://support.hsm.utimaco.com/support/rma/new>

You will receive an e-mail with an RMA confirmation within the defined reaction times.

7 Costs

7.1 Maintenance of Hardware and Maintenance of Base Firmware

Fixed maintenance charge for

- Maintenance of CryptoServer hardware
- Maintenance of CryptoServer base firmware/software
- Telephone support (hotline)

Maintenance is offered as an option for designated UTIMACO PRODUCTS for an annual fee as laid out in the applicable price list. Different fees apply for "Maintenance" (Classic) and "Premium Maintenance".

7.2 Additional Costs

Utimaco will provide onsite maintenance at the CUSTOMER and other Professional Services through qualified Utimaco staff upon availability, and only upon a written order by CUSTOMER for such services. Utimaco will offer such services in writing at the applicable Professional Services daily rates, plus travel expenses.