

The Information Security Company.

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UTIMACO

Utimaco Atalla Ax160, Utimaco Atalla AT1000,  
Utimaco Atalla SCA-3, Utimaco ESKM

## Description of Support Services

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# Table of Contents

- 1 What is Included in the Description of Support Services ..... 3**
- 2 Scope of Support Services..... 3**
  - 2.1 Support Level Definition and Responsibilities ..... 3
    - 2.1.1 First Level Support..... 3
    - 2.1.2 Second Level Support ..... 3
    - 2.1.3 Third Level Support ..... 4
  - 2.2 Details of Support Services ..... 4
  - 2.3 Service Level Objectives – SLO’s ..... 5
  - 2.4 Support of Firmware and Software..... 6
    - 2.4.1 Definition..... 6
    - 2.4.2 Time Limits ..... 6
    - 2.4.3 Process..... 6
  - 2.5 Hardware Maintenance ..... 7
    - 2.5.1 Definition..... 7
    - 2.5.2 Time Limits ..... 7
    - 2.5.3 Process..... 7
    - 2.5.4 Defective Media Retention..... 8
    - 2.5.5 Onsite Hardware Support ..... 9
  - 2.6 Telephone and Email Support..... 9
- 3 Support Service Times..... 9**
  - 3.1 Hardware Onsite Objective Response Times ..... 9
  - 3.2 Travel Zones for Onsite Objective Support..... 10
- 4 Contact Details Support..... 11**
- 5 Costs ..... 11**
  - 5.1 Maintenance of Hardware and Base Firmware ..... 11
  - 5.2 Support Reinstatement Fee ..... 12
  - 5.3 Additional Services..... 12
- 6 Exclusions ..... 13**
- Appendix A..... 14**
- Appendix B..... 15**

# 1 What is Included in the Description of Support Services

This document describes the support and maintenance services (“Support Services”) and the terms and conditions under which Utimaco provides these services to products purchased by Customer from Utimaco, as listed in Appendix A or supplements to Appendix A (“Appliance Product(s)”) under an effective agreement.

## 2 Scope of Support Services

Support Services are described in detail within the relevant sections below:

- Online Self-Service Support, Section 2.2
- Service Level Objectives SLO's, Section 2.3
- Support of Firmware and Software, Section 2.4
- Hardware Maintenance, Section 2.5
- Telephone and Email Support, Section 2.6

### 2.1 Support Level Definition and Responsibilities

The following service levels are available:

#### 2.1.1 First Level Support

An authorized Utimaco representative shall:

- Be the first point of contact for Customer.
- Take support request, collect all required information and remain the point of contact until resolution, or until the second or third level support is required.
- Provide support based on a script that guides Customer through standard issues until escalation to the next support level.

#### 2.1.2 Second Level Support

An authorized Utimaco representative shall:

- Replicate Customer issues in a test environment (VMware and emulator environment).
- Support the first level support based on the Appliance Product manual and the Utimaco Atalla knowledge database.
- Perform workarounds to assist the first level support, often relating to administration and configuration issues.
- Report problems to third level support describing details of the implementation scenario with reference to any project and provides applicable image with Appliance Product issue.
- Work with an internal ticketing system and take ownership of the support case.

### 2.1.3 Third Level Support

An authorized Utimaco representative shall:

- Be the final support point of contact for second level support.
- Verify Appliance Product problems based on reproduced Appliance Product issue.
- Provide a workaround if possible.
- Interface with Utimaco quality assurance and development to provide patch or service pack when needed and if possible.
- Provide final Return to Manufacturer Approval (RMA) decision (see Section 2.5 'Hardware Maintenance').

## 2.2 Details of Support Services

### ***Online Self-Service Support***

Self-service Online ("SSO") at <https://support.hsm.utimaco.com/support> allows Customer to:

- Electronically download the latest software updates.
- Search technical knowledge database for known problems, technical documents, manuals and documentation.
- Log, track and update incidents electronically, and provide online incident reporting.
- Receive an email or phone call from Utimaco after recording incidents.

### ***Unlimited Incident Logging***

Customer may log an unlimited number of incidents to report errors or request product enhancements to the software.

### ***Remote Problem Diagnosis and Maintenance***

Once Customer has placed and Utimaco has acknowledged the receipt of a service request, Utimaco will work to isolate the hardware or software incident and to remotely troubleshoot, remedy, and resolve the incident with Customer. Prior to any on-site assistance, Utimaco may initiate and perform remote diagnostics using an electronic remote support solution to access covered products, or Utimaco may use other means available to facilitate remote incident resolution.

Utimaco will provide telephone assistance for installation of Customer installable software.

### ***First Level Support Services***

Utimaco will provide first level Support Services as follows:

- Language will be in English.
- Script based solution finding.
- If the script outcome is a defective hardware, the RMA process is started by escalating the issue to third level support.

- If the script suggests an escalation, the available information is escalated to second level support.
- Available 24x7x365.

### **Second/Third Level Support Services**

The second/third level Support Services provided are as follows:

- Support of the Appliance Product firmware and software in accordance with Section 2.4 ‘Support of Firmware and Software’.
- Maintenance of Appliance Product hardware in accordance with Section 2.5 ‘Hardware Maintenance’ below
- Email and telephone support in accordance with Section 2.6 ‘Telephone and Email Support’ below. See also Section 4 ‘Contact Details Support’ for contact details.
- The services will be provided 24x7x365.

## **2.3 Service Level Objectives – SLO’s**

Guidelines for impact level of a service request & associated SLO’s.

Customer will have the ability to select the severity level (as outlined in the table below) that most appropriately reflects its current status. Utimaco reserves the right to reassign a severity level once problem diagnosis has commenced if it determines that such level has been inappropriately classified or after a preliminary solution has been provided.

Severity Level	1: Critical Production system is down	2: High Major feature or function failure	3: Medium Minor feature or function failure	4: Low Minor problem
Description	Production system is down. Appliance Product is inoperable, resulting in a total disruption of work. No workaround is available.	Major functionality failure. Operations are severely restricted, although work can continue in a limited fashion. A workaround is available.	Minor functionality failure. Appliance Product does not operate as designed, resulting in a minor loss of usage. A workaround may be available.	There is no loss of service. For example, this may be a request for documentation, general information, or a software enhancement request.

Severity Level	Initial Response	Definition
1: Critical	1 hour	Appliance Product is unusable, resulting in a total disruption of the production environment or other critical impact on operations. No workaround is available. Enterprise wide impact.
2: High	4 hours	Operations are severely restricted. A workaround may or may not be available.
3: Medium	6 hours	Appliance Product does not operate as designed, there is a minor impact on usage, or an acceptable workaround is deployed.
4: Low	Next Business Day	This can be classified as a request for documentation, general information, enhancement request, password resets, etc.

The initial response is either an email or a phone call from Utimaco.

Impact of a case may be modified by Utimaco as the case progresses or if it otherwise does not meet the given criteria.

## 2.4 Support of Firmware and Software

### 2.4.1 Definition

Support Services include error resolution and the provision of updates.

Utimaco shall inform Customer as soon as a new version of the firmware or software (update) is available, and provide Customer with the new firmware or software versions upon request.

Software releases and software updates are available via the Utimaco SSO (see Section 4 'Contact Details Support').

### 2.4.2 Time Limits

Utimaco will undertake measures to resolve issues escalated to Level 2 and Level 3 support within reaction times as described in Section 2.3 'Service Level Objectives – SLO's'.

- After Utimaco receives written notification of the defect, it will inform Customer in writing via email when a patch will be available and whether an interim solution (work-around) is possible.
- The time required to create a patch depends on the complexity of the error or the error resolution. For this reason, Utimaco cannot specify exactly when a patch can be provided.

### 2.4.3 Process

Utimaco will use commercially reasonable efforts to correct an error or design failure with the software or firmware that it can reproduce on its support systems. Utimaco will also use commercially reasonable efforts to address critical vulnerability to malicious attacks or access by providing a software correction. However, Utimaco may provide the correction as part of a larger software update instead of separate patches, based on the defect's prioritization or criticality. Utimaco may not be able to produce a correction for all defects.

If any disruptions occur to any Appliance Product firmware or software (i.e. base firmware/software or customized firmware/software) Customer shall contact Utimaco helpdesk (see Section 4). After Customer has notified Utimaco

of an error, Utimaco will provide electronic patches (on a data medium, via the Utimaco SSO or by email) to resolve the defect.

For software that requires a license key for installation, Utimaco will make available a replacement key for installing or reinstalling authorized licenses provided the applicable version of the software is then generally available for distribution by Utimaco.

## **2.5 Hardware Maintenance**

### **2.5.1 Definition**

Maintenance work within the scope of the third level support is exclusively for the Appliance Products listed in a separate service document (see Appendix A as a template for such a list).

Maintenance provided under this Support Service Description does not include any accessory parts as listed in Annex B.

The maintenance work includes, at Utimaco's discretion, repair of defective Appliance Product or its replacement by suitable replacement parts. Repairs considered completed upon verification that that the hardware incident has been corrected and customer satisfaction of the resolution.

### **2.5.2 Time Limits**

Utimaco will undertake measures to resolve RMA requests within reaction times as described in Section 2.3 'Service Level Objectives – SLO's' after the completed RMA Request Form is received by Utimaco.

- If the RMA Request review process indicates the Appliance Product hardware is defective, Utimaco shall confirm the RMA request via a confirmation email to Customer.

For timelines to exchange the defective Appliance Product hardware device see Section 3

Support Service Times'.

### **2.5.3 Process**

If disruptions occur to any of the Appliance Product components listed in the applicable service document and not excluded in Annex B, Customer must immediately notify Utimaco's contact address (as specified in Section 4 'Contact Details Support' below) of the defect by email (start of RMA process). Utimaco will then send Customer a RMA request form for him to fill in and describe the defect.

Utimaco will review the completed RMA request and, upon confirmation of the RMA following such review, provide the applicable RMA number to Customer via an RMA confirmation email and issuance of an RMA label. During the RMA request review, Customer must be available for Utimaco inquiries and provide log files, if requested. Customer shall use its best efforts to provide all information reasonably required by Utimaco during the RMA request review process.

After issuance of the confirmation of the RMA to Customer, Utimaco will ship replacement hardware in-person, by post or courier DAP (Incoterms® 2010) to Customers premises within the agreed timelines (see Section 3 Support Service Times'). Replacement hardware will be "like-for-like" of the existing Customer hardware (equal type/performance) and maybe a new or a refurbished unit. Express shipping by Utimaco is not included but may be requested by Customer at its own cost.

Upon receipt of the replacement hardware, Customer shall immediately, but not later than 14 calendar days from arrival of the replacement of the hardware, return the defective hardware to Utimaco or to the service center, designated on the RMA address label, labeled with the RMA address label – included in the RMA confirmation email – to Utimaco by post or by courier. Freight cost of sending back shall be borne by Utimaco. Return of the defective device will be as well with delivery term DAP (Incoterms® 2010). Customer should return the defective device with the applicable customs tariff and “defect/return to repair” declaration and -if applicable- with typical RMA values.

If the defective hardware that is to be replaced by pre-delivery to Customer is not returned to Utimaco or to the service center, designated on the RMA address label, by Customer within 14 days after receiving the replacement hardware, Utimaco will charge the replacement hardware to Customer at list price payable with immediate effect upon receipt of invoice. Utimaco reserves the right to deny the support service until full payment has been received from Customer.

The RMA cost for repair or replacement (i.e. material and staff costs) for the devices which shall be listed in the template as provided in Appendix A are included in the maintenance fees paid by Customer for maintenance. RMA cost coverage is subject to

- i) the Appliance Product hardware being operated in accordance with the relevant documentation – including documentation on the designated operating system(s); and
- ii) that the repair or replacement of the Appliance Product hardware not caused or necessitated by:
  - a. accident; unusual physical, electrical or electromagnetic stress; neglect; misuse; improper maintenance by anyone other than 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.

Repair or replacement of defective Appliance Product hardware that falls outside the above scope will be charged to Customer at standard Utimaco repair or replacement rates including shipping cost.

In case the RMA confirmation process identifies a defective, field replaceable component like a power supply, Utimaco will send Customer a replacement component within the time limits after the RMA confirmation email (see Section 3 ‘

Support Service Times’).

Utimaco may log a service request with the hardware support organization on Customer’s behalf.

#### **2.5.4 Defective Media Retention**

The defective media retention service feature option allows the Customer to retain defective hard disk or eligible SSD/Flash drive components that the Customer does not want to relinquish due to sensitive data contained within the disk ('Disk or SSD/Flash Drive') covered under this service. All Disk or eligible SSD/Flash Drives on a covered system must participate in the defective media retention.



## **2.5.5 Onsite Hardware Support**

For hardware incidents that, in Utimaco's judgment, cannot be resolved remotely, a Utimaco authorized representative may provide on-site technical support.

Utimaco may, at its sole discretion, replace Appliance Product hardware in lieu of repairing. Such replacement of Appliance Product hardware will be new or functionally equivalent to new in performance. The replaced Appliance Product hardware shall become the property of Utimaco.

### **2.5.5.1 'Fix-on-Failure'**

In addition, at the time of onsite technical support delivery, Utimaco may:

- Install available engineering improvements for Appliance Products to help Customer ensure proper operation of the Appliance Products and maintain compatibility with Utimaco-supplied hardware replacement parts.
- Install available firmware updates defined by Utimaco as non-customer installable for Appliance Products, that, in the opinion of Utimaco, are required to return the Appliance Product to operating condition or to maintain supportability by Utimaco.

### **2.5.5.2 'Fix-on-Request'**

At Customer's request, Utimaco will:

During coverage hours, Utimaco will install (within the meaning of Section 2.3 'Service Level Objectives – SLO's') firmware updates defined by Utimaco as non-customer installable for Appliance Products under an existing maintenance contract. Critical firmware updates are firmware updates recommended by Utimaco for immediate installation.

## **2.6 Telephone and Email Support**

Customer may contact Utimaco on a 24x7x365 basis. For contact details see Section 4 below. This hotline is available for First level support regarding the Appliance Product.

Support requests from Customer for critical errors as defined in Section 2.3 'Service Level Objectives – SLO's' must be raised by telephone.

## **3 Support Service Times**

Support Service is carried out 24x7x365.

### **3.1 Hardware Onsite Objective Response Times**

For incidents that cannot be resolved remotely, Utimaco will use commercially reasonable efforts to respond onsite within the objective times set forth in the travel zone guidelines in Section 3.2 below.

Once a Utimaco authorized representative arrives at Customer's site, the representative will continue to deliver the service, either onsite or remotely, at the discretion of Utimaco, until the Appliance Products are repaired. Work may

be temporarily suspended if parts or additional resources are required, but work will resume when they become available.

The onsite response time ends when the Utimaco authorized representative arrives at Customer’s site, or when the reported event is closed with the explanation that Utimaco has determined that no onsite intervention is required.

**3.2 Travel Zones for Onsite Objective Support**

All Appliance Product onsite objective response times are indicated in the table below.

Travel to Customer’s site located within 200 miles (320 km) of an Utimaco-designated support hub will be provided at no additional charge. If a site is located more than 200 miles (320 km) from an Utimaco-designated support hub, there will be an additional travel charge.

Travel zones are calculated from the indicated address of operation of the respective Appliance Product to the Utimaco support hub as denoted in Appendix A. If Customer wish to change the location, Customer shall inform Utimaco immediately prior to the change of hardware location.

Customer shall contact Utimaco for information related to Utimaco support hub.

Travel zones and charges, if applicable, may vary in some geographic locations.

Response times to sites located more than 100 miles (160 km) from an Utimaco-designated support hub will have modified response times for extended travel, beyond times shown in the table below.

Distance from Utimaco-designated support hub	Appliance Product onsite objective response time
0-100 miles (0-160 km)	4 hours
101- 200 miles (161-320 km)	8 hours
201-300 miles (321-480 km)	Established after consultation with onsite support service provider, subject to availability.
More than 300 miles (480+ km)	Established after consultation with onsite support service provider, subject to availability.

## 4 Contact Details Support

### ***Self Service Online, Online Ticket Registration, Phone Numbers and Email***

The most current contact details can be found at:

<https://support.hsm.utimaco.com/support/contact>

The Self-Service Online portal can be found at

<https://support.hsm.utimaco.com/support/download>

Contact Support Services and register a ticket online at

<https://support.utimaco.com>

Contact Support Services via email:

[support-atalla@utimaco.com](mailto:support-atalla@utimaco.com).

Contact Support Services via phone:

for AMERICAS  
+1-844-UTIMACO

for EMEA / APAC  
+1-916-414-0216

## 5 Costs

Unless there is an effective agreement between Customer and Utimaco or an Utimaco approved Customer certification to the contrary, Customer must renew support for all licenses of software that it has copied, used, installed, or otherwise exploited. Utimaco agrees to limit any increases of support fees to no more than 10% over the previous year's fees or such greater amount necessary to increase the support fee to the then-current support list price. If Customer reduces the number of software licenses or Appliance Products covered by support, the aforementioned fee increase limit shall not apply.

### ***Active Support Agreement***

If Customer allows Support Services to lapse or payment of the Support Services fee for a renewal period is not received by due date, Utimaco may immediately and without notice suspend provision of Support Services. Customer may then reinstate Support Services in accordance with the Return to Support clause in Section. 5.2 'Support Reinstatement Fee'.

### **5.1 Maintenance of Hardware and Base Firmware**

Fix maintenance charge for:

- Maintenance of Appliance Product hardware
- Support of Appliance Product base firmware/software

- Telephone support

Maintenance is offered as an option for designated Utimaco Appliance Products for an annual fee as laid out in the applicable price list.

## **5.2 Support Reinstatement Fee**

If Appliance Product has been on Support Services and Customer elects not to renew Support Services, or allows Support Services to lapse for a period of time, then the following back-support and reinstatement fees will be applied in addition to 12 months of go-forward Support Services based on the greater of Customer's last annual support fee or the then-current support list price for the Appliance Product if Customer decides to return to Support Services:

- Less than one year of Support Services lapse – Full back-pay Support Services fee from the date of lapse and a reinstatement fee equal to 20% of the go-forward annual Support Services fee.
- One year or greater of Support Services lapse – Full back-pay Support Services fee from the date of lapse and a reinstatement fee equal to 20% of such back-pay Support Services fee

## **5.3 Additional Services**

Utimaco may provide services not covered by this Support Services Description upon a written order by Customer and at Customer's expense at the applicable Professional Services daily rates, plus travel expenses.

## 6 Exclusions

Utimaco is not obligated to provide Support Services under circumstances resulting from:

- No existing maintenance and support agreement for the Appliance Product;
- Improper site preparation, or site or environmental conditions that do not conform to Utimaco site specifications;
- Customer's non-compliance with Utimaco's specifications, statements of work or the applicable support agreement;
- Customer's improper or inadequate upkeep of the software environment;
- Use in conjunction with Customer's or third-party's media, software, interfacing, supplies, or other products;
- Modifications not performed or authorized by Utimaco;
- Any virus, infection worm, or similar malicious code not introduced by Utimaco; or
- Abuse, negligence, accident, loss or damage in transit, fire or water damage, electrical disturbances, transportation by Customer or other causes beyond the reasonable control of Utimaco.

## Appendix A

### Template

#### Applicable Appliance Products:

- Utimaco Atalla Ax160
- Utimaco Atalla AT1000
- Utimaco Atalla SCA-3
- Utimaco ESKM

No.	Description	Serial number	Address, device is operated at
1	Utimaco Atalla Ax160		
2	Utimaco Atalla AT1000		
3	Utimaco Atalla SCA-3		
4	Utimaco ESKM		
...			

## Appendix B

Excluded accessory parts:

Atalla Brass Key Replacement
Atalla USB Pen Drive
Atalla Security Administrator Smart Card Version 1
Atalla Security Administrator Smart Card Version 2
Atalla Security Administrator Smart Card Version 3
Atalla Shareholder Smart Card Version 1
Atalla Shareholder Smart Card Version 2

o Inc.  
ast Hamilton Avenue,  
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States of America

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