

Terms and Conditions for Software and Hardware

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1. Presuppositions

This document describes the conditions that apply to the sale and rental of software and hardware.

With regard to software, it is normally always the Customer's responsibility to ensure that they meet the terms of the software suppliers' license.

With regard to hardware, it is normally always the Customer's responsibility to ensure that they purchase a service agreement that meets their requirements with regard to up time. Unless otherwise specifically mentioned in the Purchase Agreement, hardware will be supplied with next business day service. This entails that a technician will commence repairs to any faults on the next working day calculated from the day on which the error report was lodged.

The Customer is not responsible for meeting license terms or hardware service under the following circumstances:

- The Customer has not been involved with and has had no influence on the choice of hardware and software for the solution in question.
- The hardware and software in question is used for Netgroup's general internal systems.

In the event that the same software or hardware are employed for Netgroup's internal systems as for a specific delivery to the Customer, the above issues remain the responsibility of the Customer. This is the case, for example (and not limited to this example) with regard to the supply of backup solutions, where the Customer assesses the need for software licenses themselves, installs these and maintains their solution.

2. Software

Unless otherwise clearly specified in the Customer's Purchase Agreement it is up to the Customer to choose the operating system and any other software that support the Customer's solution and its use. This holds at both the technical and the commercial level as Netgroup are not in a position to control whether the total solution is utilized.

At the Customer's initiative, and based on information supplied by the Customer regarding the solution's architecture and how it is to be used, Netgroup can provide guidance to the best of their ability as to what licenses are required, however, Netgroup bear no legal responsibility in the event that any controls implemented by the software supplier indicate discrepancies between their license regulations and the Customer's use of the software in question.

It is recommended that the Customer consult the software supplier in question or a consultant appointed by the software supplier as to which licenses are appropriate to the required solution. Alterations to use of the solution can entail significant alterations in the various types of license employed, and it is, therefore, recommended that behavior patterns affecting the solution in question are carefully monitored.

The following list details software typically employed in connection with Netgroup's solutions:

- Microsoft Windows Server
- Microsoft SQL Server

- Microsoft Exchange
- Linux (various variants)
- IBM Tivoli Storage Manager (backup)
- SysOrb (monitoring)
- VMware (virtualizing)

The above list is by no means exhaustive and can vary depending on the solution in question.

The majority of software suppliers charge for software maintenance. This typically covers ongoing support and upgrades and is typically invoiced annually from the period 12 months after the software was purchased. When renting software this service will typically be included in the price, but for software purchases Netgroup will transfer these software maintenance costs to the Customer, whether or not this is stated in the Customer's Purchase Agreement, in the event that the software supplier invoices Netgroup for these costs. Software maintenance typically costs 15-20 percent of the original purchase price per year, but varies according to which supplier is employed.

3. Hardware

In the event that hardware is purchased specially to meet a Customer's requirements it is up to the Customer to ensure that the hardware in question is purchased with the required service agreement, and that spare parts and other redundant equipment is purchased where this is necessary to achieve the required up time. Upon entering into an operational agreement the Customer can transfer this responsibility to Netgroup, and under these circumstances Netgroup will guarantee up times etc. Any operational agreement must be clearly outlined in the Customer's Purchase Agreement.

In the event that Netgroup resells hardware it is the responsibility of the Customer to specify the exact configuration (including service agreements) before Netgroup purchase the hardware in question. It is the Customer's responsibility to ensure that the delivery matches the specified configuration and, apart from helping the Customer to contact the hardware supplier in question, Netgroup has no responsibility for ensuring that the delivery has taken place.