

Terms and Conditions for Support

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Table of Contents

1.	Presuppositions.....	2
2.	Determining the Character of the Problem.....	2
3.	Reporting Errors	2
4.	Standard support.....	2
5.	Extended support.....	4
6.	Fault Definitions.....	5
7.	Definition of Problem Solving.....	6

1. Presuppositions

This document specifies the conditions and procedures that govern Netgroup's support offering, including the processing of support requests and subsequent problem solving. Deviations from conditions in this document must be clearly stated in the Customer's Purchase Agreement.

2. Determining the Character of the Problem

As shown in the tables in this document, Netgroup's response times depend on the type of problem encountered. It is therefore a condition of the guarantees offered that the Customer identify the type of problem encountered whenever they contact Netgroup's support division.

The final determination of the nature of the problem is first valid when Netgroup have confirmed the problem and the Customer's identification of it. If Netgroup can reasonably conclude that the problem has been incorrectly identified Netgroup reserve the right to alter this definition. This will, however, take place in a process of dialogue with the customer.

3. Reporting Errors

The Customer undertakes to report any faults or deficiencies to Netgroup in full with all possible haste and without unnecessary delay after these have been identified. If this undertaking is not met the Customer loses the right to hold Netgroup responsible for these faults or deficiencies. In the event that the Customer reports faults or deficiencies promptly Netgroup will alleviate these in keeping with the Customer's support agreement.

When reporting an error the Customer undertakes to provide detailed information such that Netgroup can correct the faults or deficiencies identified with all possible speed. All communication between Netgroup and the Customer relating to the error report must be in either Danish or English. Faults identified by the Customer must be reported to Netgroup's support division using Netgroup support systems and procedures. These are available under "Support" on Netgroup's website: www.netgroup.dk.

Netgroup undertake to open an error report with a reference number which will be used throughout the the error handling process. Error reports will be handled immediately, keeping the impact on the Customer's business to a minimum. During the error management process Netgroup will keep the customer abreast of developments and provide regular updates in keeping with the provisions of the Customer's support agreement.

4. Standard support

All Netgroup products and services are supplied with "Standard Support". Standard Support provides the Customer with access to support within Netgroup office hours, these being as stated on Netgroup's website www.netgroup.dk. The services described in Netgroup's Service Level Agreement are not covered by Standard Support.

In the event that customers approach Netgroup support outside normal office hours technical personnel may not be available. In the event that the Customer is put in contact with a technician who is able to provide assistance Netgroup will invoice for the services rendered at 4 (four) times the current hourly rate. The Customer will also be required to guarantee in writing that they will subsequently subscribe to the Extended Support service.

In the event that Netgroup's services are business critical for the Customer we recommend, therefore, that the Customer purchase Extended Support. This must be clearly stated in the Customer's Purchase Agreement.

Standard Support Customers' support requests will be acted on as follows:

Type	Definition	Examples	Confirmation	Initiation	Status
1	Netgroup's services/systems are not functioning Netgroup's services and / or systems are not functioning. No reasonable solution exists for working round the problem without this entailing significant Customer costs or time expended.	Power cut at Netgroup's data centers. Customer's server not functioning. Netgroup's network not functioning.	4 hours	4 hours	4 hours
2	Critical faults in Netgroup's services/systems Netgroup services have deteriorated to the extent that the Customer's operations are significantly effected. The problem can be worked around but only temporarily and with the risk that the problem can develop to a "Type 1 problem".	Long response times on Netgroup's network. Customer's server only partially functioning. Loss of data.	8 hours	8 hours	8 hours
3	Less serious faults in Netgroup's services/systems Netgroup's services have deteriorated to the extent that the Customer's business is effected to some extent. It is possible to work round the problem however not in the long term.	Some increase in response times on Netgroup's network. Operating system updates or patches not installed.	24 hours	24 hours	24 hours
4	Requests for improvements / alterations Netgroup's services function correctly, however, the Customer requires improvements or alterations to their solution or Netgroup's setup.	Server upgrades. Alterations / improvements to system setup. The addition of further services.	By agreement	By agreement	By agreement

- **Confirmation**
Netgroup confirm that the problem has been received and accept the Customer's definition of the problem type (1-4).
- **Initiation**
Netgroup initiates problem solving. Time spent is calculated from the point at which Netgroup have confirmed receipt of the problem and the definition of the type of problem involved.
- **Status**
The interval between status updates provided unless otherwise agreed in the event.

Note

The deadlines provided are only valid inside normal office hours, typically within a time frame of 09:00-17:00 and don't cover weekends and public holidays. Thus, if, for example, a type 2 problem is reported at 15:00 on a Tuesday, the guaranteed confirmation entails at Netgroup will respond before 15:00 the following Wednesday.

Problem types 1 and 2 must always be reported to Netgroup by phone regardless of the time of day or night.

5. Extended support

If Netgroup's services are of business critical importance for the Customer, Netgroup recommend that the Customer enter into an Extended Support agreement. Extended Support has the following advantages amongst others: access to 24x7x365 support, guarantees as outlined in Netgroup's Service Level Agreement, improved response times for support requests, access to Netgroup's monitoring solution, priority in relation to customers with a Standard Support solution etc.

Type	Definition	Examples	Confirmation	Initiation	Status
1	Netgroup's services/systems are not functioning Netgroup's services and / or systems are not functioning. No reasonable solution exists for working round the problem without this entailing significant Customer costs or time expended.	Power cut at Netgroup's data centers. Customer's server not functioning. Netgroup's network not functioning.	1 hour	1 hour	1 hour
2	Critical faults in Netgroup's services/systems Netgroup services have deteriorated to the extent that the Customer's operations are significantly effected. The problem can be worked around but only temporarily and with the risk that the problem can develop to a "Type 1 problem".	Long response times on Netgroup's network. Customer's server only partially functioning. Loss of data.	2 hours	4 hours	2 hours
3	Less serious faults in Netgroup's services/systems Netgroup's services have deteriorated to the extent that the Customer's business is effected to some extent. It is possible to work round the problem however not in the long term.	Some increase in response times on Netgroup's network. Operating system updates or patches not installed.	8 hours	16 hours	8 hours
4	Requests for improvements / alterations Netgroup's services function correctly, however, the Customer requires improvements or alterations to their solution or Netgroup's setup.	Server upgrades. Alterations / improvements to system setup. The addition of further services.	16 hours	By agreement	By agreement

- **Confirmation**
Netgroup confirm that the problem has been received and accept the Customer's definition of the problem type (1-4).
- **Initiation**
Netgroup initiates problem solving. Time spent is calculated from the point at which Netgroup have confirmed receipt of the problem and the definition of the type of problem involved.
- **Status**
The interval between status updates provided unless otherwise agreed.

The above guarantees are conditional on the Customer, subcontractors and, where relevant, other suppliers selected by the Customer participating actively in solving the problem where this is relevant. These Parties must, therefore, be available 24x7x365.

Note

Problem types 1 and 2 must be reported by phone to Netgroup. All types of problem should be reported by phone to Netgroup should they arise outside office hours, i.e. between 17:00 and 09:00. For problem types 3 and 4 the the above times only apply within Netgroup's normal office hours between 09:00 and 17:00.

6. Fault Definitions

Down time caused by but not limited to one of the following reasons will not be considered a fault by Netgroup:

- Scheduled work
- Faults in customer equipment including electricity supplies, network equipment etc.
- Customer actions or emissions
- Cabling or networks not included in Netgroup's delivery
- Force majeure

Alterations to the Customer's equipment/network such as the detachment of equipment, dismantling the circuit etc. which could cause an alarm report in Netgroup's monitoring equipment should be reported at once to Netgroup's support division to avoid misunderstandings and unnecessary resource use.

In the event that the Customer requests Netgroup's assistance in correcting a fault which lies outside Netgroup's area of responsibility or does not relate to faults or deficiencies in Netgroup services the customer will be invoiced for the support provided at the standard hourly rate as detailed on Netgroup's website.

Note that colocation/housing Customers are responsible for monitoring their own equipment. In the event that fire, temperature increases resulting from a breakdown in cooling systems, water damage etc. should arise the Customer is responsible for detaching/turning off their equipment as Netgroup does not know what precautions should be taken in relation to equipment which is not covered by an operational agreement. Netgroup undertake to inform the Customer as quickly as possible of general circumstances which may affect operations at the data center, but has no knowledge of specific temperatures, cables and similar in rack cabinets containing equipment for which Netgroup is not operationally responsible.

7. Definition of Problem Solving

A fault is considered as having been corrected and the issue closed when the Customer accepts that the service has been reestablished or 20 minutes after Netgroup has given the Customer notice that such is the case. If the Customer does not agree that the issue has been dealt with the Customer is obliged to produce a list of the alarms or faults which have arisen in the 20 minutes that have passed since Netgroup have reported the service reestablished and the issue closed. Netgroup undertake to investigate these alarms and correct them until the service is reported reestablished again and the issue is closed.