



High Performance Computing Specialists

VA Technologies Hardware Maintenance Contract

Overview

Terms & Conditions Overview

This agreement (“Agreement”) is made between the customer (“you” or “Customer”) and After Hours Computers Limited (“us”, “After Hours Computers” or “VA Technologies”). By purchasing these Services (as defined herein) from VA Technologies, Customer agrees to be bound by all terms and conditions set forth in this document.

Service Overview

VA Technologies is pleased to provide Basic Hardware Service (the “Service” or “Basic”) in accordance with the applicable service response level identified below. Customer’s applicable service response level is identified on Customer’s order acknowledgement, invoice or receipt for the Supported Product(s).

Available service response levels include the following:

- Return to Base Warranty
- Parts Only Service
- Next Business Day 8 Hour Onsite Service (NBD)
- Same Day 4 Hour Onsite Service (SD)
- Advanced Exchange Service

This Service provides technical support options (telephone, Internet, etc.) and service parts and related labour services to repair and/or replace defect(s) in workmanship occurring within the hardware warranty period applicable to Customer’s Supported Product(s) (“Qualified Repair(s”).

Basic Hardware Service

The Basic Hardware Service consists of 'Technical Service and Support', 'Service Parts and Related Labour Services' of Supported Products.

Supported Products

Basic Hardware Services are available on VA Technologies' Servers, Workstations and Storage Appliances. Each Supported Product has a unique serial number.

Please read this Service Description carefully and note that VA Technologies reserves the right to change or modify any of the terms and conditions set forth in this Service Description at any time. VA Technologies will ensure at least equivalent performance in all cases and will not make any significant variations without Customer's written agreement.

Technical Service and Support

All Basic Hardware service offerings, except Parts Only Service, are entitled to the following technical service and support:

- Telephone support services, which provides hardware troubleshooting during local business hours excluding local national holidays.
- The repair and/or resolution of defects in materials and workmanship in accordance to the response level of service purchased by the Customer.

Low-Urgency Technical Service Resolution: For issues that are of low urgency, please consider contacting VA Technologies Technical Support service through e-mail at: support@va-technologies.com

Technical Support Service – Telephone Resolution: Basic Hardware Service Engineers ("VA Technologies Engineers") are available by telephone during local business hours Monday-Friday 9.00AM till 5.30PM, excluding local national holidays.

Telephone support numbers and contact details can be found online at: www.va-technologies.com/support

Before contacting VA Technologies Technical Support, please have the following available:

- The Supported Product's Serial Number.
- A description of the problem and any troubleshooting steps taken prior to calling Technical Support.
- The case ticket number if one has already been assigned through prior contact with VA Technologies Service Staff.
- The current version of the operating system along with all available updates unless otherwise agreed with VA Technologies Service Staff.
- Physical access to the Supported Product during the troubleshooting process.

During the phone call, the VA Technologies Engineer will ask for the Serial Number. The VA Technologies Engineer will verify the service level and any expiration of services for the Supported Products.

- When requested, the Customer should identify error messages received and when they occur.
- The Customer should be prepared to share with the VA Technologies any steps that have already been attempted to resolve the issue prior to contacting Technical Support.
- VA Technologies may ask that the Customer open the product case, remove hardware, manipulate software or perform other diagnostic activities. Failure to assist in or allow remote diagnosis may result in a service fee for onsite diagnostic services.
- If the Customer does not wish to, or is not able to perform the initial basic phone-based troubleshooting steps with the VA Technologies Engineer, the Customer will be offered the option to purchase a visit from a VA Technologies engineer do a pre diagnosis onsite visit. This is chargeable at £75.00 per hour.
- If the product is outside its applicable hardware warranty term, there may be a fee for diagnosis and remedy.

Service Parts and Related Labour Services

Regardless of the service response level purchased, some component parts are specifically designed for easy Customer removal and replacement: such parts are designated as Customer Field Replaceable (CFR). If during the diagnosis, the VA Technologies Engineer determines that the repair can be accomplished with a CFR designated part, VA Technologies will ship the CFR designated part directly to the Customer at VA Technologies cost. CFR parts fall into two categories:

- **Optional CFR parts** – These parts may be replaced by the Customer. Depending on the type of service that was purchased with the Supported Product, VA Technologies may provide an onsite VA Technologies Engineer to replace these parts.
- **Mandatory CFR parts** – These are parts that the Customer must replace themselves. VA Technologies does not provide installation labour for them or an onsite VA Technologies Engineer visit. If the Customer requests that VA Technologies replace these parts, the Customer will be charged a fee for this service. This fee is negotiable at time of purchase. The shipping method used to ship the CFR part is at VA Technologies discretion.

The shipping of replacement CFR parts will be subject to the following shipping time frames:

- Service parts for customers with Next Business Day Service will be shipped via a next business day shipping method.
- Service parts for customers with 24x7 support will be shipped via courier service.
- Service parts for customers with Return to Base via standard UK Postal service.

Once VA Technologies Technical Support has determined whether it is necessary to replace a part or return the system, the Customer will be informed of the next steps to take. Depending on the service level that was purchased by the Customer, the following options will apply:

Return to Base Warranty

Repair service options vary according to the type of service purchased and the Customer's geographical location.

Return for Repair – is initiated by calling Technical Support as outlined above. If a hardware fault in the Supported Product is diagnosed and cannot be resolved through telephone-based troubleshooting with a VA Technologies Engineer, an authorised VA Technologies Representative will collect your Supported Product and return it to the VA Technologies UK service centre. This service method includes labor and the repair or replacement of parts.

Repairs will be performed in accordance to the response time identified on Customer's order acknowledgement, invoice or receipt. Once the Supported Product has been repaired, it will be returned to the Customer.

Parts-Only Service

For Customers with Parts-Only Service, VA Technologies will make replacement parts available to Customers on an exchange basis. VA Technologies may provide whole unit exchanges of such third party hardware rather than the exchange of individual parts. Customer is responsible for returning the original defective part back to VA Technologies.

Next Business Day 8 Hour Onsite Service and Same Day 4 Hour Onsite Service

During the telephone based troubleshooting, the VA Technologies Engineer will determine if an Onsite Service Engineer must be dispatched to support a Qualified Repair. For Next Business Day Onsite Service, an Engineer typically arrives onsite the next business day.

For Same Day 4 Hour Onsite Service, an Engineer typically arrives onsite within four hours of a call being deemed necessary. There are specific restrictions and terms to this Service:

- Engineers are available Monday-Friday, excluding local national holidays, from 8:00 am to 6:00 pm local time.
- Calls received after 5:30 pm local time will require an additional day for the Engineer to arrive.
- In the event that additional parts/ resources are required once the Onsite Engineer is at the Customer's site, work may be temporarily suspended. Work will resume when those additional parts/ resources are available.

If the Customer or Customer's authorised representative is not at the location when the Onsite Engineer arrives, the Engineer cannot complete the required service. If this occurs, the Customer may incur an additional charge for a follow-up service call.

Advanced Exchange Service

Certain Supported Products can be purchased with Advanced Exchange Service to support a Qualified Repair(s). If VA Technologies determines that the Supported Product requires a Repair(s), VA Technologies may choose to ship a complete replacement product to the Customer. The replacement product will be shipped via standard next day UK courier service. In some instances, at VA Technologies' discretion, an Onsite Engineer may also be dispatched to replace/ install the replacement product. Upon receipt of the replacement product, the Customer must make the defective Supported Product available to VA Technologies by making the defective product available to a VA Technologies designated representative for collection within 24 Hrs. Should the Customer fail to return the defective item, a fee will be charged.

Not Included With These Services

The following are not included or supported with any VA Technologies Service Response Levels.

- Operating system software or database assistance.
- Media replacement for non-VA Technologies branded software (for example, Microsoft® Office) or for software that VA Technologies no longer ships with new systems.
- Assistance with configuration, optimization, installation, relocation or upgrades.
- Access to senior-level engineers.
- Warranty, repair or any other type of service for third party products or Collaborative Service with third party vendors/ partners.
- Accessories, operating supplies, peripherals or parts such as batteries, frames and covers.
- Installation services for Mandatory Customer Field Replaceable Unit (CFR) parts.
- Preventative maintenance.
- Service or repairs for any damage to or defect in the Supported Product that is purely cosmetic and which does not affect the device functionality. VA Technologies will not repair wear and tear on the device for superficial items such as scratches and dents.
- Service for equipment damaged by misuse, accident or abuse of the Supported Product and components (such as, but not limited to, use of incorrect line voltages, use of incorrect fuses, use of incompatible devices and accessories, improper or insufficient ventilation or failure to follow operating instructions), modification, unsuitable physical or operating environment, improper maintenance by the Customer (or Customer's agent), moving the Supported Product, removal or alteration of equipment or parts identification labels or failure caused by a product for which VA Technologies is not responsible.
- Repairs necessitated by software problems, or as a result of alteration, adjustment, or repair by anyone other than VA Technologies, VA Technologies' Authorised Reseller or Service Provider or by customers utilizing Customer Field Replaceable (CFR) parts.
- Service for damage resulting from an Act of God such as, but not limited to: lightning, flooding, tornados, earthquakes, or hurricanes.
- Any recovery or transfer of data.
- Any activities or services not expressly described in this Service Description.

Customer Responsibilities

Customer Responsibilities are outlined below. If the Customer fails to comply with the responsibilities and terms outlined in this Service Description, then VA Technologies is not obligated to provide Service.

Authority to Grant Access

Customer represents and warrants that the Customer, VA Technologies and if applicable VA Technologies Authorised representatives will have access to and use of the Supported Product, the data on it, and all hardware and software components included in it, for the purpose of providing these Services. If the Customer does not already have that permission, it is the Customer's responsibility to obtain it, at the Customer's expense, prior to asking VA Technologies to perform these Services.

Cooperate with VA Technologies Staff

Customer agrees to cooperate with and follow the instructions given by VA Technologies staff.

Maintain Software and Serviced Releases

Customer must maintain software and Supported Product(s) at VA Technologies specified minimum release levels. Installation of remedial replacement parts, patches, software updates or subsequent releases as directed by VA Technologies in order to keep the Supported Product(s) eligible for this Service.

Third-Party Warranties

Basic Hardware Service may require that VA Technologies access hardware or software that is not manufactured by us. Some manufacturer's warranties may become void if VA Technologies or anyone other than the original manufacturer performs work on their products. It is the Customer's responsibility to ensure that VA Technologies and/or its authorised representatives service performance do not affect such warranties or, if it does, that the effect will be acceptable to the Customer. VA Technologies do not take responsibility for third party warranties or for any effect that the Services may have on those warranties.

Onsite Obligations

For Onsite Service Services, the Customer must provide free, safe and sufficient access to the Customer's facilities and the Supported Product(s). Sufficient access includes ample working space, electricity and a local telephone line. A monitor or display, a mouse and a keyboard should also be provided to the Engineer if the Supported Product does not already include those items.

Return Defective Parts

If a VA Technologies Engineer delivers a replacement unit to Customer, the Customer must relinquish the defective System or component thereof.

Customer Data Backup Responsibilities

Complete a backup of all existing data and programs on all affected systems prior to the delivery of this Service. VA Technologies will have no liability for loss or recovery of data or programs or loss of use of system(s) arising out of the services or support or any act or omission, including negligence, by VA Technologies or a third-party service provider.

Important Additional Information

Please read the following important information applicable to all Service Response Levels.

Assignment

VA Technologies may assign this Service and/or Service Description to qualified third party service providers. VA Technologies will ensure at least equivalent performance in all cases and will not make any significant variations without Customer's written agreement.

Whole Unit Replacement

If VA Technologies Technical Support determines that the component of the defective Supported Product is one that is easily disconnected and reconnected (such as a keyboard or monitor), or if determined that the Supported Product is one that should be replaced as a whole unit, VA Technologies reserves the right to send Customer a whole replacement unit. If a VA Technologies Engineer delivers a replacement unit to Customer, Customer must relinquish the defective System or component thereof to the VA Technologies Engineer.

In the event the faulty unit cannot be relinquished due to Data Security Restrictions, a small Data Retention Fee of £100.00 will be chargeable in which case Customer may retain the respective hard drive(s).

If Customer does not relinquish the defective unit to the VA Technologies Engineer as required above, or if (in the event the replacement unit was not delivered in person by a VA Technologies Engineer) the defective unit is not returned within ten (10) days, Customer agrees to pay VA Technologies for the replacement unit upon receipt of invoice. If Customer fails to pay such invoice within Seven (7) days after receipt, in addition to any other legal rights and remedies available to VA Technologies, VA Technologies may terminate this Service Description upon notice.

Cancellation

Subject to the applicable product and services return policy for Customer's geographic location, Customer may terminate this Service within a defined number of days of Customer's receipt of the Supported Product by providing VA Technologies with written notice of cancellation. If Customer cancels this Service within that period, VA Technologies will send Customer a full refund less the costs of support claims, if any, made under this Service Description. However, if that period has transpired since Customer's receipt of the Supported Product, Customer may not cancel this Service except as provided by an applicable state/country/province law, which may not be varied by agreement. VA Technologies may cancel this Service at any time during the Service term for any of the following reasons:

- Customer fails to pay the total price for this Service in accordance with the invoice terms;
- Customer refuses to cooperate with the assisting analyst or on-site Engineer; or
- Customer fails to abide by all of the terms and conditions set forth in this Service Description.

If VA Technologies cancels this Service, VA Technologies will send Customer written notice of cancellation at the address indicated on Customer's invoice. The notice will include the reason for cancellation and the effective date of cancellation, which will be not less than Fourteen (14) days from the date VA Technologies sends notice of cancellation to Customer.

If VA Technologies cancels this service pursuant to this paragraph, the Customer shall not be entitled to any refund of fees paid or due to VA Technologies.

Relocation

This Service will be delivered to the site(s) indicated on the Customer's invoice. This Service is not available at other locations without express written agreement between VA Technologies and the Customer.

VA Technologies' obligation to supply the Services to relocated Supported Products is subject to local service availability and may be subject to additional fees, and to inspection and recertification of the relocated Supported Products at VA Technologies' then current time and materials consulting rates.

Customer will provide VA Technologies with sufficient and safe access to Customer's facilities at no cost to us for us to fulfill our obligations.

Parts Stocked

If a part that is needed to repair the Supported Product is not available from VA Technologies and must be transferred from another supplier or location, the response times may be impacted.

Support Limitations

VA Technologies is not liable for any failure or delay in performance due to any cause beyond its control. Service extends only to uses for which the Supported Product was designed.

Service Parts Ownership

All VA Technologies service parts removed from the Supported Product and returned to us become the property of VA Technologies. Customer must pay VA Technologies at the current retail price(s) for any service parts removed from the System and retained by Customer (except for hard drives kept in exchange of a Data Retention Fee, detailed above). VA Technologies reserve the right to use new and reconditioned parts made by various manufacturers in performing warranty repairs.

Term and Renewal

Customer will receive Services for the term indicated on Customer's invoice. Prior to the expiration of the service term, Customer may be entitled to extend the term depending on available options then in effect and in accordance with VA Technologies' then-current procedures.

In addition, VA Technologies may, at its option, propose to renew this Service by sending Customer an invoice to renew the Services. Customer may, at its option (where permitted by law), agree to such renewal of the Services by paying such invoice by the due date. Payment of renewal invoices shall indicate Customer's agreement to extend the term of this Service. By renewing this Service, Customer agrees that the then-current terms will apply to the renewal period. If Customer elects not to pay a renewal invoice, Services will be discontinued as of the expiration date set forth on the original or last paid Customer invoice.