

Calnex Support Service



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CALNEX SUPPORT SERVICE OVERVIEW

1 Support Services

Calnex Support Services (CSS) incorporates hardware and software warranty, software releases and technical support for Calnex products.

This document defines the services and the terms and conditions applicable to the Calnex Support Service.

The Calnex Support Portal has its own terms and conditions.

2 Eligibility

Only customers of Calnex products who have a valid CSS Agreement are eligible for the CSS Services detailed in this agreement. Limited technical support is available via the Calnex Customer Portal for customers who do not have a valid CSS Agreement.

Purchase of any Calnex product includes a CSS Agreement for the contracted term. The CSS period begins on the shipment date of the product. Calnex recommends that you purchase extensions to CSS beyond this initial period, where available, to ensure that you receive prioritised support, your product is running the latest software release and continues to be protected under hardware warranty.

3 Definitions

Agreement	A contract for the provision of Calnex Support Services agreed between Calnex Solutions plc and the Customer. The continued use of Calnex Solutions plc products and services declares that the customer accepts the Calnex Solutions plc Support Service Terms and Conditions.
Calnex	Calnex Solutions plc, Linlithgow, Scotland (registered Company Number SC299625).
Customer / You	The company, organisation, person or persons that is the purchaser or user of Calnex products and who enters into the Agreement for the supply of support services.
CSS	The Calnex Support Service.
CSS Period	As per the contracted term. Typically, 12 months from the date of product shipment or multiple 12 months periods for each extension year purchased.
Working Day	Between 09:00 and 17:00 hours Monday to Friday in the local Calnex Support time zone (excluding local public holidays).
Regional Calnex Representative	Either your local Calnex Partner or local Calnex Sales / Support Engineer.
Calnex Support Portal	On-line Portal to access Support Services and raise Support Requests. A login is required.
Support Request (SR)	A request from a Customer for technical support.
SR Identifier	The unique identifier associated with a Support Request.
SR Owner	The Calnex Support Engineer assigned to a Support Request.
Specifications	Calnex published product Specifications and operator manuals.
Appliance	Calnex provided Hardware that is bundled with Calnex Software.
Virtual Appliance	Calnex Virtual Appliance Software that runs on a server platform.
Software	Calnex firmware (embedded in the Hardware) and Software.
Hardware	Calnex provided Hardware Appliance.
Defect	A failure of any Calnex product to perform in all material respects in accordance with the applicable product Specifications.
System(s)	A combination of Calnex Appliance or Virtual Appliance and supported Hardware, operating systems, or browsers to provide functionality as outlined by Calnex in the applicable Specifications.

4 CSS Scope

CSS provides different levels of support for different Calnex products. The services provided may be changed at any time. The current services provided under CSS for each Calnex product can be found on the Calnex website: <https://www.calnexsol.com>.

5 Service Summary

The services provided under CSS are summarised below. These are described in more detail in later sections.

Technical Support	Calnex provides technical support for all its products. In addition, Calnex technical experts will provide guidance on how to best use our products for your application.	Section 7
Software Update	Calnex may periodically develop new Software releases for its products. These new Software releases will be provided to the Customer under CSS at no charge (although certain features may be chargeable).	Section 8
Hardware Warranty	Calnex warrants that each Hardware product that you purchase is free from Defects in materials and workmanship under normal use during the warranty period. When the Hardware is covered by CSS, the warranty applies for the duration of the CSS Period. During the warranty period, Calnex will repair or replace, at its sole discretion, any such Defects free of charge. Any exceptions will be listed in the CSS Datasheet for the product.	Section 9
Software Warranty	Calnex warrants that each Software product you purchase (including software associated with a hardware product) is free from critical Defects that prevent correct operation according to the published Specifications.	Section 10

6 Contacting Calnex

Regional Calnex Representative

Your Regional Calnex Representative is whomever you purchased your product from. For details go to the "Partners" section on www.calnexsol.com and select your region.

Website

<http://www.calnexsol.com>

Calnex Support Portal

<https://calnex-support.com>

Email

support.americas@calnexsol.com

support.emea@calnexsol.com

support.india@calnexsol.com

support.japan@calnexsol.com

support.greaterchina@calnexsol.com

support.sea@calnexsol.com

support.korea@calnexsol.com

support@calnexsol.com

CALNEX SUPPORT SERVICE DETAILS

7 Technical Support

Calnex provides prioritized technical support for all its products covered by a valid CSS agreement. This support may be delivered by regional Support Engineers or by Calnex product experts.

In addition, Calnex technical experts will provide guidance on how best to use our product for your application.

It is strongly recommended that all individuals associated with this service agreement obtain accounts for the Calnex Support Portal by requesting an account from your Company's Portal Administrator or emailing support@calnexsol.com.

7.1 Requesting Support

Support Requests can be viewed and raised in the Calnex Support Portal. If you don't have an account yet a request can be made by email and we will set up an account and raise a support request for you. (See Section 6 for details.) Email requests may be raised in the Calnex Support Portal on the Customer's behalf.

When a request is raised in the Customer Support Portal it is assigned a unique identifier (the **SR Identifier**). The request will also be assigned to a Calnex Support Engineer (the **SR Owner**) who will progress the request.

7.2 Information to Supply with Support Requests

For each Support Request, you must provide Calnex with a description of the request and if you are reporting a problem, where possible, a step-by-step sequence of operations that recreate that problem. You should additionally provide all available information (hardware and software revisions, error codes, diagnostics, scripts, etc.) that may assist in diagnosing the problem.

The following information must be included in any request to Calnex for support. This support can only be provided once this information is supplied:

- **Product serial number, or license ID for Virtual Appliances** which is the specific unique identifier that is a requirement for identification of licensing, warranties or maintenance contract on purchased products.
- The **Software version** being used.

7.3 Delivery of Support

7.3.1 Response Time

Calnex will aim to acknowledge receipt of a Support Request within one working day.

Due to the complex nature of Calnex products and their applications, Calnex cannot guarantee a timeframe for resolution. However, Calnex will provide updates on the status of the Support Request; the frequency of updates will increase with the severity of the request.

7.3.2 Diagnostic Tools

Calnex may request that proprietary and / or third-party software is installed on your system to facilitate remote connection and delivery of support.

Any Software installed on your system by Calnex shall be licensed appropriately by Calnex. The ownership of any such Software will remain with Calnex.

You may request that Calnex explains the purpose of the Software to be installed and demonstrates its use prior to any installation on your systems.

7.3.3 Defect Classification

In the situation where a Support Request is confirmed by the Calnex Support Team to be a Defect, a Calnex Support Engineer will work with you to clarify the severity of the defect in accordance with the following definitions:

Severity	Description
Critical	The System is inoperable, not usable or does not operate according to published Specifications as a result of Hardware or Software malfunction. No known workaround is available. Critical Defects will be scheduled for immediate attention.
Major	The System is unable to operate consistently and/or intermittently produces incorrect results according to published specifications. This behaviour is caused by hardware or software malfunction. A work-around is available.
Normal	The System is providing all required functionality, but the behaviour is not as expected. A work-around is available.

Excepting Critical Defects, Calnex makes no commitment to fix Defects in any product release.

7.3.4 Enhancement Requests

If a Support Request is identified by the Calnex Support Engineer as being an enhancement request, you will be notified that the Support Request has been referred for consideration as a feature in future product releases.

Calnex makes no commitment to implement enhancements in any product release.

7.3.5 Resolution of Support Requests

Once a Support Request is believed to be resolved, Calnex will contact you asking for confirmation that the Support Request can now be closed. If you do not respond within 10 working days, it will be assumed that you have accepted the solution and the request will be closed.

In addition, if Calnex have requested further information or feedback from you regarding your request and you have not replied within 20 working days, Calnex will close the Support Request on the assumption it is no longer an issue.

7.3.6 Escalation Process

The escalation process is as follows:

- You should request that the priority of the Support Request is raised. Be sure to clearly outline the reason for the urgency.
- You should work with the **SR Owner** to agree a timeframe for subsequent status updates.
- If you feel that progress on your Support Request is not acceptable, ask to speak with the Calnex Support Manager.

Note: The **SR Identifier** must be referenced throughout the process.

8 Software and Virtual Appliance Updates

8.1 Software Releases

Calnex may periodically develop new Software releases for its systems. These new software releases will be provided to you under CSS at no charge provided that your Appliance supports the new release. If updated Hardware is required, you may need to purchase the new Hardware in order to obtain the release. New features or enhancements contained in new releases may be chargeable if not currently licensed on your System.

You may, at your discretion, decline to accept a release. In this case, Calnex may not investigate your request and/or may not implement any bug fixes or provide optional features or enhancements on your Software release.

8.2 How to Obtain the Latest Software or Virtual Appliance Release

Calnex distributes Software and Virtual Appliance releases and supporting documentation through the Calnex Support Portal.

9 Hardware Warranty

9.1 What This Warranty Covers

Calnex warrants that each Hardware product that you purchase is free from Defects in materials and workmanship under normal use during the warranty period. During the warranty period, Calnex will repair any such Defects free of charge.

9.2 How to Obtain Warranty Service

9.2.1 Failure Investigation

Any potential Hardware failure should be notified to Calnex or your Regional Calnex Representative (see Section 6).

The failure will then be investigated to confirm that this is a Hardware failure and that it is covered by warranty. The investigation may be carried out remotely in which case, you will be asked to provide local assistance. In addition, you may be asked to install new Software and / or third-party tools to facilitate the investigation.

9.2.2 Hardware Repair or Replacement

If you raise a Support Request and Calnex suspect that this indicates faulty product Hardware that requires a return to factory, the Hardware must be returned to Calnex for further diagnosis and repair. Calnex aims to complete repairs within 20 Working Days from receipt at Calnex.

Hardware being returned must reference a Return Merchandise Authorization (RMA) Number that will be issued by Calnex. You are expected to pay for shipping to Calnex; Calnex will pay for the return shipment to you. Calnex will pay import duties and taxes to the UK for the returned instrument but is not responsible for import and export duties in your country. Please arrange payment of these duties and taxes in consultation with your Regional Calnex Representative.

10 Software Warranty

10.1 What This Warranty Covers

Calnex warrants that, during the warranty period, Software included with an Appliance and Virtual Appliances are free from **Critical** Defects (see Section 7.3.3) that prevent correct operation of the System according to the published Specifications.

10.2 How to Obtain Warranty Service

10.2.1 Failure Investigation

Any potential critical Software Defect should be notified to Calnex or your Regional Calnex Representative (see Section 6).

The failure will then be investigated to confirm that it is caused by a critical Software Defect. The investigation may be carried out remotely in which case, you will be asked to provide local assistance. In addition, you may be asked to install new Software and / or third-party tools to facilitate the investigation.

10.2.2 Critical Defect Resolution

If the Defect is confirmed to be critical, Calnex will endeavour to resolve the issue and provide a new release to you as soon as is practical. This release may contain an interim solution which may be different to that implemented in the full release.

11 Renewal of Support Service

All CSS Agreements last for the agreed contracted term from the date of product shipment or from CSS renewal purchase. Calnex recommends that customers with eligible products renew their CSS Agreement to ensure they receive access to the latest Software releases, priority technical support via the Calnex Support Portal and their product remains under Hardware warranty (where applicable).

11.1 Eligibility for Renewal

CSS may be renewed when required. However, Calnex reserves the right to:

- Require the System to be upgraded to supported Hardware and Software levels (i.e. the current and immediately preceding release), **at the Customer's expense**, prior to renewal. Following this upgrade, the Customer will be eligible to participate in CSS following receipt of an order for CSS.
- Inspect the System to determine whether a Hardware upgrade is required.
- Inspect the System to ensure that it is functional.
- Decline a request for renewal.

If an inspection is required, this will be free of charge provided that an order for CSS is placed within sixty (60) days of such inspection; otherwise, you will be charged for the inspection at Calnex then-current billable rates on a pro-rata basis.

11.2 How to Renew

Prior to your CSS expiry date, you will receive a renewal reminder. You should then contact your Regional Calnex Representative to arrange a renewal.

For renewals (that have not lapsed), the new CSS period begins on the expiry date of the previous CSS period.

11.3 Lapsed Support Service

If your CSS has lapsed, then a reinstatement fee will be charged. The CSS start date will be the date specified on the re-instatement order.

Note: If you do not purchase CSS or your CSS has lapsed, you will no longer be entitled to warranty repairs. Depending on the Calnex product (see Section 4) you may not be entitled to Software upgrades. You will still be able to request support from Calnex or your Regional Calnex Representative, which may incur an out of warranty charge. However, priority will be given to requests from customers with valid CSS. Without a valid CSS Agreement Calnex is unable to provide commitments on response time for support and there will be no possibility for request escalation. Reasonable effort will be applied to provide Support if, as and when time and resource allow.

Other Terms and Conditions

In the event of a conflict between the terms and conditions outlined in this Agreement and your purchase order, the terms and conditions of this Agreement shall apply.

12 What Hardware Warranty Does Not Cover

This warranty does not cover the following:

- Uninterrupted or error-free operation of a product.
- Loss of, or damage to, your data.
- Loss of, or damage to, any products connected to this product.
- Failure or damage resulting from neglect, misuse, accident, modification, improper installation, unsuitable physical or operating environment, natural disasters, fire, flood or lightning.
- Power surges, or improper maintenance by you.
- Damage caused by a non-authorized service provider.
- Failure of, or damage caused by, any third-party products.
- Damage to the unit due to inadequate ventilation or high ambient temperatures.
- Failure to earth the product.
- Any technical or other support, such as assistance with "how-to" questions and those regarding product set-up and installation.

This warranty will become void by removal or alteration of identification labels on the product or its parts, opening of the product (unless specifically authorised to do so in writing by Calnex), failure to adequately ventilate the unit or operation in high ambient temperatures, connection of faulty devices or connection of devices that provide "Power over Ethernet" or "PoE".

13 What Software Warranty Does Not Cover

This warranty does not cover the following:

- Any Software Defect that does not prevent the use of the product as defined by the product Specifications.
- Any Software Defect for which there is a work-around.

14 General Exclusions

The CSS Agreement does not cover the following:

- Third-party software and hardware.
- Training.

15 Data Security / Recovery

Calnex will not be held responsible for any data corruption or loss (however caused) to any Software, Hardware, connected system or device as a result of the use and / or support of Calnex products, Software, Hardware, services or support recommendations.

Calnex will only use any customer data collected in dealing with Support Requests for the following purposes:

- Resolving the Support Request.
- Monitoring support performance.

16 Subcontracting and Assignment

Calnex may elect to subcontract to third parties all or part of Calnex service obligations under a CSS Agreement. However, Calnex will remain the responsible party.

17 Out-of-Scope Services

Calnex shall not be required to provide any on-site service on the System or any part of it or consultancy. Such services may be available as a charged service. You can discuss with your Calnex Representative. See Section 6.

18 End of Life

Calnex may decide when a product has reached End of Life (EOL). From the EOL Date future development of the product will be for critical bugs only and it will not be available for general sale. At Calnex discretion you

may be offered an upgrade as an alternative to a new release to fix a critical issue. Any existing CSS Agreements will not be affected. CSS renewals may still be available for some time after EOL.

Calnex will aim to provide 6-months' notice prior to EOL Date on any Calnex product. Notification of EOL and any upgrade or migration route will be sent to Calnex Sales and Calnex representatives and will also be available via Calnex website.

19 End of Support Service

Calnex may decide to designate a product or release as End of Support (EOS). Calnex will only support the most recent release for a product model. After the EOS Date there will be no further support in the form of further development, patches, or fixes. You will not be able to renew CSS after the EOS Date.

Calnex will aim to give 12-months' notice for a product's EOS date.

You will still be able to request support from Calnex or your Calnex Representative for a product that is designated EOS, however, priority will be given to requests from Customers with valid CSS. Support provided to you will be on a reasonable-effort basis with no response time commitment and with no possibility of request escalation.

Calnex recommend that you upgrade or migrate to a newer product or release.

20 Termination

This CSS Agreement may be terminated by either party giving written notice at least thirty (30) days prior to the expiration of the then current term of the Agreement. If you cancel CSS you will not be entitled to a refund for the remaining term period.

21 Additional Terms

- a. Calnex Support Services are non-transferable and services will only be provided to employees and/or agent of the purchasing organisation.
- b. Calnex reserves the right to change CSS policy and pricing from time to time. Such change in policy and pricing shall not affect services provided during the then current term of a CSS Agreement. Please go the Support page on the Calnex website or contact your Regional Calnex Representative for the most up to date policy document.
- c. **LIMITATION OF LIABILITY:** IN NO EVENT WILL EITHER PARTY BE LIABLE TO THE OTHER PARTY FOR ANY INDIRECT, SPECIAL OR CONSEQUENTIAL DAMAGES INCLUDING WITHOUT LIMITATION LOST BUSINESS OR LOST PROFITS, WHETHER FORESEEABLE OR NOT, EVEN IF A PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES AND NOTWITHSTANDING ANY FAILURE OF ESSENTIAL PURPOSE OF ANY LIMITED REMEDY.
- d. **HARDWARE AND SOFTWARE WARRANTY:** THIS WARRANTY IS YOUR EXCLUSIVE WARRANTY AND REPLACES ALL OTHER WARRANTIES OR CONDITIONS, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OR CONDITIONS OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

22 Applicable Law and Dispute Resolution

This Agreement shall be interpreted according to the laws of Scotland and the parties submit to the exclusive jurisdiction of the courts of Scotland. All disputes arising out of or in connection with this warranty shall be heard within the courts of Scotland.

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