

# Sapphire Technical Support Agreement

## *Certificate of Cover*

Thank you for purchasing technical support from Sapphire. This agreement describes how our support function operates, how to contact us for technical support, which products are covered under this agreement and our terms and conditions of support.

Company:

Customer Name

Contract Number:

Contract ID

Company Primary  
Address:

Address of Customer Headquarters

Description of Products/  
Service:

Brief Product/Service Support Description

Contract Start Date:

Commencement Date

## *Contact Details*

Helpdesk Support (email)	helpdesk@sapphire.net
Helpdesk Support (tel.)	0845 58 27999
Out-of-hours Support (tel.)	0845 58 27004
General Enquiries	0845 58 27001

## *Support Hours*

Our Helpdesk is open for In-hours support from 08:30 till 17:00 Monday to Thursday and 08:30 till 16:30 on Friday, excluding Bank Holidays. Customers with valid Out-of-hours support contracts may raise Priority 1 calls only, outside these times.

## Schedule A

### Authorised Contacts

Name	Job Title	Telephone Number	Mobile Number	Email address	Location

### Supported Products & Services

Product Description	License / Serial Number	Start Date	End Date	Location	Support Window
					In-hours / Out-of-hours

## Sapphire Support Description

### Helpdesk Support

For technical support issues the helpdesk can be contacted In-hours via email or telephone as specified under 'Support Hours' on page 1. Customers with Out-of-hours support contracts may raise Priority 1 calls only outside these times. For a description of all case priorities, please refer to the table on page 4.

Once a helpdesk request is submitted, it will be passed to the appropriate technical consultant for processing. In order to best process your request you will be required to supply the following information when you initially contact the helpdesk:

- Name
- Company
- Contact details (telephone number, email)
- A description of the issue
- Serial Number / License details

The description should include details of the specific system causing the issue, any unique identifier such as IP address or hostname, relevant product information, error messages and a full description of the problem and its impact to business.

Any support request that is considered to be outside the scope of the normal helpdesk operation may be covered via Professional Services (with customer agreement), or a valid Strategic Support Agreement (SSA). The information below describes Helpdesk support and what is considered professional services, or carried out via the SSA.

Sapphire Helpdesk Support	Professional Services or SSA
<ul style="list-style-type: none"> <li>• Hardware faults</li> <li>• General system errors</li> <li>• Intermittent software faults</li> <li>• Providing relevant patch information from manufacturers</li> <li>• General application configuration</li> <li>• General advice &amp; guidance</li> <li>• Product bug fixes via manufacturer</li> </ul>	<ul style="list-style-type: none"> <li>• Product installation, upgrading or patching</li> <li>• Customisation &amp; integration</li> <li>• Creation/Modification of scripts</li> <li>• Failure due to upgrade</li> <li>• Failure due to nonstandard / unsupported hardware or software</li> <li>• Third party application conflicts</li> <li>• Operating System hardening</li> <li>• Endpoint detection troubleshooting</li> <li>• SSL certificate maintenance</li> <li>• Patching (Product or OS)</li> <li>• Security Incidents</li> <li>• Bug Reports</li> </ul>

### Strategic Support Agreement

The Strategic Support Agreement (SSA) is a package tailored to the requirements of your organisation. Depending upon the requirement, the SSA can be made up wholly of consultancy days, or can be a mixture of consultancy days, security reviews, forensic readiness training and penetration tests.

#### *Why Purchase the SSA?*

The Strategic Support Agreement covers customers for any eventuality, be it a major security incident or perhaps the implementation of a new product or solution. By purchasing the SSA, customers secure a single source for all their information security requirements. Sapphire can be considered to be a customer's outsourced security experts, removing the strain of integrating a range of different vendors and suppliers.

## Hardware & Software Support

If appliances have been purchased, additional hardware support options may be available from the manufacturer (please check any hardware support agreements). Should hardware replacement be required, these requests may also be handled via the Sapphire Helpdesk, in accordance with the case priorities.

Please note various software solutions may have options to be supported directly by the vendor although Sapphire still recommend customers raise calls to our Helpdesk so that a consistent and focused service is received at all times.

Technical support does not include site visits. If a site visit is required please contact your account manager for options on professional services/SSA.

## Case Priorities

Each case raised with the Helpdesk will be assigned a priority based upon the nature of the issue and the impact to business. Priority levels define response and escalation times, indicating expected time to resolution. As a case progresses its priority may be changed with agreement from the other party.

Priority	Case severity level
Impact level	Business impact based on case detail
In-hours	Cases can be raised only during office hours
Out-of-hours	Cases can be raised at any time
Response time	Target time for initial response by technical engineer
Primary resolution plan time	Target time for defining plan to resolve case
Update interval	Notification period for on-going cases

For details of In-hours and Out-of-hours, please refer to 'Support Hours' on page 1.

Priority	Impact Level	Out-of-hours?	In-hours?	Response Time	Primary Resolution Plan Time	Update Interval
1	Application failure or hardware failure affecting business operation	Yes *	Yes	1 Hour	4 Hours	1 Hour
2	Service, system or hardware failure where HA or redundant systems are in use, with potential to affect business operation	N/A	Yes	4 Hours	8 Hours	2 Hours
3	Intermittent faults or issues affecting small minority of users	N/A	Yes	8 Hours	48 Hours	24 Hours
4	Informational requests; no immediate business impact	N/A	Yes	24 Hours	72 Hours	48 Hours

\* With valid Out-of-hours support contract

## Terms and Conditions

### 1. Services

#### 1.1 Email & Telephone Support

1.1.1 Sapphire will provide email and telephone helpdesk service offering technical assistance by way of incident support to the Customer's authorised contact person or persons (see Schedule A) during normal working hours, or 'In-hours'. For the purpose of this Agreement, In-hours will be construed as 08:30 to 17:00 Monday to Thursday and 08:30 to 16:30 on Friday, excluding statutory holidays (GMT or BST as appropriate).

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1.1.2 This Agreement may cover support services outside normal working hours for Priority 1 cases or 'Out-of-hours', if so this will be referenced in Schedule A under "Support Window". Sapphire reserves the right to determine which of its personnel shall be involved in performing its duties under this Agreement.

1.1.3 Upon receiving a request for support Sapphire will:

- establish and agree with the customer the severity of the issue, assigning a priority to the case
- log relevant details of the problem, and provide a case reference number
- where practicable, resolve the problem immediately; otherwise Sapphire will use all commercially reasonable efforts to resolve the problem as soon as practical based on designated case priorities
- keep the customer informed of progress where practicable
- provide support remotely by telephone or email
- use reasonable endeavours to respond to the customer within any specified response times
- inform the customer before additional charges are incurred

### **1.2 Problem Report Service**

The Customer is entitled to log support issues via email or telephone in order to report problems encountered with the solutions defined in Schedule A. Sapphire will provide fixes for reported problems as they become available. If a fix is not readily available, Sapphire will use reasonable endeavours to provide an alternative resolution as soon as reasonably practicable.

### **1.3 Additional Support**

Unless expressly included in Schedule A, the following services are not included within the support agreement, and if performed by Sapphire, there may be additional charges to the customer:

- chargeable upgrades direct from the manufacturer to resolve the problem
- any support Sapphire may give of software or equipment not itemised in Schedule A
- support required as a result of breach by the customer to comply with any of its obligations in this agreement or of user error or negligence
- support rendered more difficult because of any changes, alterations, additions, modifications or variations to:
  - Vendor supplied software or hardware that is not supported by the vendor,
  - the customer supplied system, or
  - the operating environment

other than where such changes etc. have been performed by Sapphire or with Sapphire's express approval

- support required by use of software or other equipment outside design or functional specifications, or outside the provisions laid down in any documentation or manual supplied with the software
- any attempts to rectify lost or corrupted data
- support required or made more difficult because of any failure of the customer to maintain adequate backups
- any support given outside normal working hours, or the contracted hours
- any support given to persons not listed as authorised contacts (see Schedule A)
- any other support outside the express scope of this agreement and which Sapphire may from time to time agree to provide

## **2. Customer Responsibilities**

### **2.1 Support Engagement**

The Customer agrees:

- that it will ensure its employees are adequately trained in the correct use of the solution

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- that it will ensure its employees are adequately trained in the correct use of (where applicable) the supporting Operating System and/or network environment
  - test and verify any suspected problems using currently supported versions as defined by manufacturers
  - that it will pay Sapphire's charges promptly and in accordance with our Standard Terms and Conditions of Sale
  - that it will not use or seek to use the software outside its specified functionality
  - that it will replace the software with any upgraded version as soon as practically possible upon receipt
  - that when requested, it will comply with Sapphire's reasonable instructions concerning the use, modification, control and testing of the software
  - where necessary for the purposes of this support agreement, access as may be reasonably permitted to the customer's premises, facilities and systems.

Failure to comply with the above may result in support being declined.

### **2.2 Change of Location**

The Customer agrees to advise Sapphire of any change in the designated locations of the product by giving thirty (30) days prior written notice.

### **2.3 Licensing**

The Customer acknowledges and agrees that any solutions defined in Schedule A are adequately licensed throughout the duration of the support contract and that all changes, improvements, revisions or updates made to the licensed programs are subject to the conditions of the Program License issued by the software provider for the licensed programs.

The Customer acknowledges and agrees that all program materials including, but not limited to, documentation and fixes or by-passes, if any, made by the software provider to the licensed programs are the exclusive property of the software provider and may not be provided to others.

## **3. Limitations of Service**

3.1 On-site Support is not part of this Agreement. If requested, Sapphire will provide on-site support during normal working hours (08:30-17:00) at the then current day rates and any reasonable out of pocket expenses which may be incurred. On-site support outside normal working hours will be charged at 200% of the then current day rate and any reasonable out of pocket expenses which may be incurred, including but not limited to accommodation.

3.2 Sapphire shall not be obliged to support any other software not listed in Schedule A.

3.3 Sapphire at the request of the customer may (but shall not be obliged to) provide support outside the scope of Schedule A. Any such support that Sapphire agrees to provide shall be deemed additional support, for which Sapphire shall be entitled to charge at its prevailing additional support rate.

3.4 At all times the Customer acknowledges that Sapphire is providing a support service for the software and is not the software provider. The Customer acknowledges that Sapphire is not responsible for patching, coding or creating bug fixes, but is entirely reliant on the capacity, capability and competence of the software provider to do so. Sapphire commits to use commercially reasonable endeavours and its industry experience in software interoperability to provide a responsive support service, but is ultimately limited by the software, owner of all intellectual property rights and the body ultimately responsible for the delivery of working code, subject to the limitations of the Program license and who is the provider of all materials relating to the installation, maintenance and operation of the software.

## **4. Currency of Software**

Should a solution (or part thereof) defined in Schedule A become unsupported due to manufacturer support no longer being available (due to end of life, end of support or termination of product); or if a mandatory upgrade is required but has not yet been implemented by the customer; the services covered by this Support Agreement will no longer be available until such times as the Customer has upgraded and operating the solutions in line with manufacturer recognised supportable versions.

## 5. Proper Use

5.1 This Agreement applies only to the operation on the product under the conditions and in the environment for which it was designed and as determined by Sapphire. It does not include support requests arising from:

- Abuse, misuse or modification of the product unless such modifications have received prior written approval;
- Damage due to forces external to the product including but not limited to the following:
- Act of God, fire, failure of third party software or equipment or any causes beyond the control of Sapphire.

## 6. Compatibility

6.1. Sapphire is not accountable for any changes to third party or customer developed hardware or software that may be necessary as a result of any software patches or software updates made by the software provider to the licensed programs, where such third party or customer developed hardware or software does not meet the originally specified requirements of the licensed programs irrespective of the previous apparent satisfactory function of such third party or customer developed hardware or software.

6.2. Sapphire is not accountable for any changes to third party or customer developed hardware or software that may be necessary in order to take advantage of additional or enhanced facilities and capabilities provided with new releases or licensed programs.

## 7. Renewal

7.1 The Support Agreement may be extended subject to the Customer accepting a quotation provided prior to expiry of this Support Agreement, by their Account Manager. This acceptance should be in the form of a valid Purchase Order prior to the renewal date of the current Support Agreement. Sapphire will then invoice the Customer for the extension of the Support Agreement.

## 8. Termination

8.1 Except as specified below, either party may only terminate this Agreement on the annual renewal date by giving at least thirty (30) days written notice to the other party, prior to the annual renewal date.

## 9. Breach or Insolvency

9.1 If either party commits a material breach of any term of the Agreement or is insolvent or in liquidation, has a receiver or administrative order made against all or any of its assets or is deemed under Section 123 of the Insolvency Act 1986 to be unable to pay its debt or being a person commits an act of bankruptcy (or in Scotland becomes notour bankrupt, executes a trust deed on behalf of its creditors or is sequestrated) either party may terminate the Agreement forthwith by notice in writing to the other.

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## 10. Limitation of Liability

10.1 Sapphire warrants that it will perform its obligations under this Agreement with reasonable care and skill. All other warranties and representations as to the performance of the services, whether express or implied by law or otherwise, are excluded to the full extent lawfully permitted.

10.2 Sapphire shall not be liable for:

- loss of profits, revenue, contracts, production, operation time, goodwill or anticipated savings or loss or corruption to data; or
- any indirect, consequential, incidental or special loss or damage, however caused and even if such loss was reasonably foreseeable or Sapphire had been advised of the possibility of the Customer incurring the same
- any indirect, consequential, incidental or special loss or damage or any loss of profits, revenue, contracts, production, operation time, goodwill or anticipated savings or loss or corruption to data whether sustained by the Customer or any other party due to viruses, or other harmful network traffic, being introduced onto the Customer's network from Sapphire equipment being connected to the Customer's network.

10.3 Notwithstanding the foregoing provisions of this clause 10 Sapphire does not exclude or restrict liability for:

- death or personal injury caused by the negligence of Sapphire or its employees, agents or sub-contractors, or
- fraud

## 11. Copyright, Patents, Trade Marks & IPR

11.1 The Customer acknowledges that any and all of the copyright, trademarks, and other intellectual property rights (IPR) used or subsisting in or in connection with the Software are and shall remain the sole property of the owner(s) thereof and the Customer shall not during or at any time after completion, expiry or termination of this Agreement in any way question or dispute ownership thereof.

12.2 The Customer acknowledges that any ideas, concepts, know-how or techniques developed by Sapphire in the course of performing this Agreement will be owned by Sapphire.

12.3 The Customer shall fully indemnify Sapphire against all liabilities, costs and expenses that Sapphire may incur including lawyer's and other professional fees as a result of work done in accordance with the Customer's specifications involving infringement of any copyright or other intellectual property right.

## 12. Confidential Information

12.1 All information, drawings, specifications, documents, and other data which either party may have imparted and may from time to time impart to the other relating to its affairs, requirements, to the Software and including any technical specifications is proprietary and confidential to the disclosing party.

12.2 Each party hereby agrees that it shall use such confidential information disclosed by the other and all other data solely for the purposes of this Agreement and that it shall not, at any time during or any time after the completion, expiry or termination of this Agreement disclose the same whether directly or indirectly, to any third party without the other's prior written consent.

12.3 If Sapphire received any data from the Customer in the course of performing this Agreement, it will promptly return or destroy all copies of such data (and if required by the Customer provide a certificate



confirming such return or destruction) once the tasks for which such data was required have been performed.

12.4 The foregoing provisions shall not prevent the disclosure or use of any information that is or hereafter, through no fault of the recipient becomes public knowledge or to the extent permitted by law.

## 13. Miscellaneous

### 13.1 Force Majeure

If either party to this Agreement is prevented or delayed in the performance of any of its obligations under this Agreement by force majeure, then such party shall be excused the performance for so long as such cause of prevention or delay shall continue. For the purpose of the Agreement „force majeure“ shall be deemed any cause affecting the performance of this Agreement arising from or attributable to acts, events, omissions or accidents beyond the reasonable control of such party and inter alia including the following:

- strikes, lockouts or other industrial action
- civil commotion, riot, invasion, war threat or preparation for war
- fire, explosion, storm, flood, earthquake, subsidence, epidemic, bad weather or other natural physical disaster
- impossibility of the use of railways, shipping, aircraft, motor transport or other means of public or private transport
- political interference with the normal operations of any party illness of or accidental injury to any of Sapphire's personnel (whether or not caused or contributed to by such person's own negligence)
- mechanical or computer breakdown

### 13.2 Waiver

Failure or neglect by either party to enforce at any time any of the provisions hereof shall:

- the provision of Additional Support by Sapphire shall not oblige Sapphire to provide Additional Support on other occasions
- any waiver by Sapphire of its right to charge for Additional Support shall not prevent Sapphire from charging for Additional Support on subsequent occasions
- not be construed nor shall be deemed to be a waiver of its rights hereunder
- not in any way affect the validity of the whole or any part of this Agreement
- not prejudice is rights to take subsequent action

### 13.3 Severability

If any term of the Agreement is held by any court or other competent authority to be wholly or partially void, invalid, or unenforceable:-

If a modification of that term would result in the term being no longer held to be void, invalid, or unenforceable, then that term shall be modified to the minimum extent necessary so as to result in it being no longer void, invalid, or unenforceable but if such a modification of that term would not result in the term being no longer held void, invalid or unenforceable in whole or in part; or for if some other reason it cannot be so modified (or if the preceding paragraphs is itself held too uncertain to be enforceable), then :-

Such term shall be severed from the body of these terms (which shall continue to be valid and enforceable to the fullest extent permitted by Law) and the parties will attempt to substitute for such void and enforceable term which achieves to the greatest extent possible the economic legal and commercial objectives of the void or unenforceable term.

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### **13.4. Entire Agreement**

13.4.1 This Agreement and Schedules constitutes the entire understanding between the parties relating to its subject matter, and except as otherwise provided, no addition, amendment or modification of these terms shall be effective, unless in writing and signed or accepted by each of them.

13.4.2 If there is any conflict between the terms of this Agreement and/or any Schedule, the remaining terms of this Agreement shall prevail.

13.4.3 Each party acknowledges that, in entering into this Agreement, it does not do so on the basis of or rely on any representation, warranty or other provision except as expressly provided in this Agreement, and accordingly all conditions, warranties or other terms implied by statute or common law are hereby excluded to the fullest extent permitted by law.

13.4.4 Any liability or remedy for innocent or negligent misrepresentation is expressly excluded.

### **13.5. Non-Assignment**

Neither party may assign or otherwise transfer all or any part of this Agreement without the prior written consent of the other.

### **13.6. Notices**

All notices shall be sent by email to the other party's mailbox where practicable, and shall also be given in writing, and shall be deemed to have been duly given when delivered by hand, posted by registered first class post (airmail if international) or sent by fax (provided also sent by post within 24 hours) to the party to which such notice is required to be given at the business address and/or the fax number stated in this agreement or to such other addresses or fax number as such party may have specified to the other in writing. Notices shall be deemed received when the earliest of the following occurs:

- Notices delivered by email shall be acknowledged immediately on receipt, and shall be deemed received when so acknowledged.
- Notices delivered by hand or sent by fax shall be deemed received the first working day following such delivery or sending.
- Notices, which have been posted as above, shall be deemed received on the second (fifth if international) working day following posting.

### **13.7. Law and Disputes**

The parties hereby agree that:

- they shall attempt to resolve any dispute relating to this Agreement primarily through negotiations between senior executives of the parties who have authority to settle the dispute
- this Agreement shall be construed in accordance with English Law
- the English Courts shall have exclusive jurisdiction in all matters arising under this Agreement

### **13.8. Product Bulletins**

Sapphire may email Product Bulletins to the contacts listed within this agreement unless notified otherwise in writing by the customer.

### **13.9. Client Networks**

Sapphire will not connect any equipment to client networks without permission from the customer. Permission may be granted based on:

- Written consent from a suitable representative of the clients company
- Verbal consent from a suitable representative of the clients company
- Consent via purchase order for goods and services

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## Signatures

Signed by a duly authorised representative of the Customer:

Signature:

Name:

Position:

Date:

Signed by a duly authorised representative of Sapphire Technologies:

Signature:

Name:

Position:

Date: