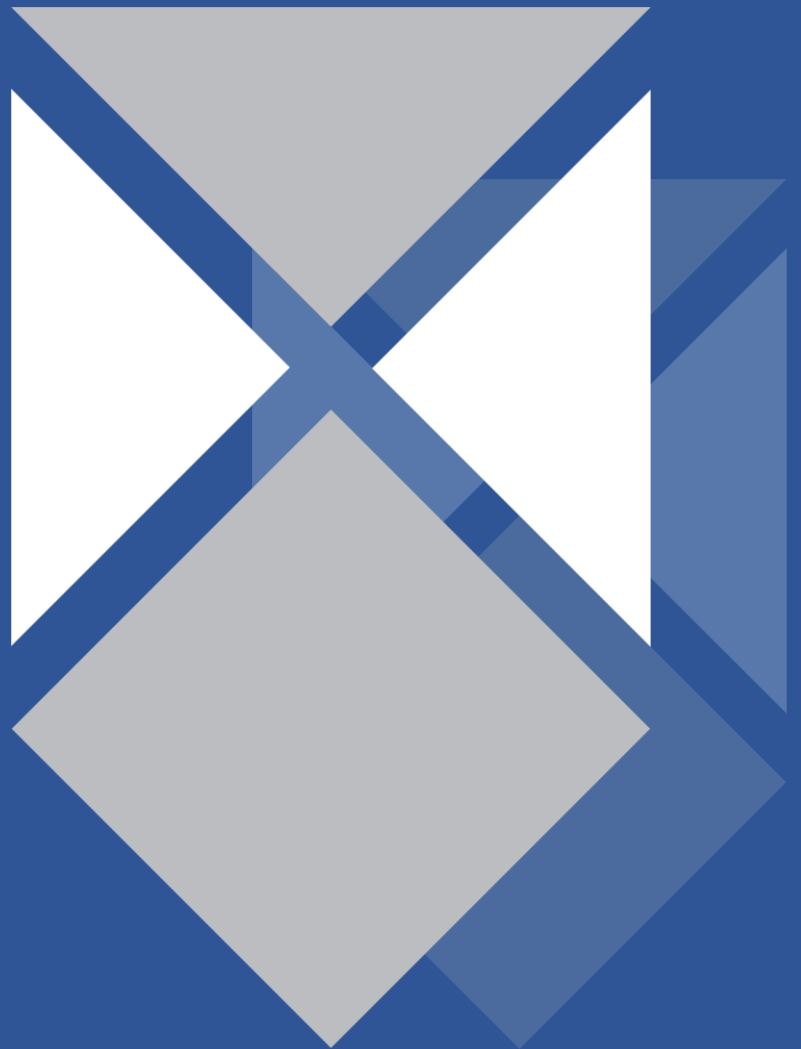




# SUPPORT SCOPE & CONTRACT



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## Scope of Support

During the term of your subscription to DefendX Software, we will provide you with:

- expert level guidance and troubleshooting for you in connection with questions and issues arising from the installation and use of our Software
- bug fixes and issue resolution
- access to major and minor releases (as defined below) of DefendX Software products

### What does support include?

The following are included in DefendX Software Support obligations:

- **Access to Major Releases:** means an installation packet will be accessible for each generally commercially available major new release, modification or enhancement to the same DefendX Software as designated by a change in the number to the left of the decimal in the version number.
- **Access to Minor Releases/Patches/Micro Updates:** means an installation packet will be accessible for each generally commercially available code correction, patch, update and minor version release of the same DefendX Software products as designated by a change in the number to the right of the decimal in the version number.
- **Installations and Upgrades:** support can provide guidance by answering specific questions and/or troubleshooting specific issues in connection with Customer's downloading and installing or upgrading of the Software.
- **Configuration Issues:** support for configurations includes troubleshooting Customer's configuration settings for existing installations on approved platforms to ensure proper operation and connectivity.
- **Basic Product Functionality Questions:** DefendX Software experts will answer your "how to" questions related to standard and intended product usage.
- **Product Defect Verification and Reporting:** bug identification and tracking.
- **Enhancements and Feature Request Submissions**

## What does support exclude?

The following are excluded from DefendX Software Support obligations:

- DefendX Software that is used on or in conjunction with hardware or software other than that specified in the applicable documentation
- System/Server administration activities
- Routine product maintenance (data backup, cleaning disk space and configuring log rotation)
- 3rd Party Applications not provided by DefendX Software
- Altered or modified DefendX Software, unless altered or modified by DefendX Software or as defined in the Product Documentation or Knowledge Base
- Defects in the DefendX Software due to hardware malfunction, abuse or improper use
- Any version of the DefendX Software for which Support services have been discontinued by DefendX Software as documented in the DefendX Software End of Life Policy
- Evaluation software or other software provided at no charge and any DefendX Software sold separately by DefendX Software, including, without limitation, consulting code, unless generally made available to DefendX Software's subscription customers at no additional charge
- DefendX Software Support excludes training, customization, integration and any issues arising from non-standard usage of the Software
- The request of a support resource to "supervise" or "watch over" the upgrade of a product or installation when Professional Services have not been purchased.
- Customer Development use of CLI, Com Object, and/or API

## Overview

Thank you for your purchase. The **Support and Maintenance Contract** begins upon your verifiable date of purchase and runs through the length of the purchased contract term.

## Maintenance Contract

Maintenance/Product Updates do not entitle the customer to additional user licenses. We recommend updating only if you are experiencing a technical issue or a specific feature has been released. This Contract entitles the owner of this product to free updates through the length of the purchased contract term.

## Support Contract

The Support Contract entitles the owner of this product to support for the period of the purchased contract term beginning upon the verifiable date of purchase.

## Supported Technology

DefendX Software support offerings cover the following:

- All purchased DefendX Software products currently released. This does not include free utilities and add-ons for said products.
- Support is provided for the most recently released major version of the program and the major version immediately prior. However, DefendX Software reserves the right to change this policy for certain products or versions of programs based upon changes in technology and standard environments.
- Paid, off-contract support may be available for other products and technologies at DefendX Software's sole discretion. For example, legacy customers may pay us to provide support for Quota Manager.

DefendX Software Technical Support provides assistance to those customers that have an active support and maintenance contract with resolving operational issues with the software. The scope of DefendX Software Technical Support includes: usability problems, basic performance troubleshooting, basic policy and configuration guidance and assistance with product updates. Support is provided via email, phone and remote assistance (using desktop sharing technology). Support does not include real-time bug fixes, migrations, installations, formal training or any other service that is offered by DefendX Software professional services.

## Contact Mechanisms

DefendX Software's Technical Services can be engaged by a variety of mechanisms, including the following:

- Web submission: <https://www.defendx.com/support-portal/>
- Contract support telephone: (800) 390-6937 or (603) 263-2244
- E-mail: [support@defendx.com](mailto:support@defendx.com)

## Support Communication

Most support cases require the customer's active participation to be resolved. The customer is an integral part of the process, and we can only provide support to the extent that we receive timely information to do so. This requires certain action on the part of both parties.

It is important to note that DefendX Software relies heavily on email communications. Email provides a written record to ensure all parties are on the same page and creates a case history that can be referenced at a later date.

## DefendX Software Support Portal

All product documentation, including an extensive knowledge base, is located on DefendX Software's support portal. DefendX Software recommends that clients first view the support portal before calling. Eight out of ten customer questions are answered on the support portal.

## DefendX Software's Response

Our commitment for new support requests is as follows:

- All contacts will receive an acknowledgement, including the support case number for the issue, within four (4) business hours.
- Any support case open for ten (10) business days will be escalated automatically.

## Case-Holder's Response

While we fully appreciate the demands of the administrative role, we require that enough priority be given to a request from DefendX Software that we can reasonably continue our efforts. If the case-holder becomes unresponsive, we cannot continue to work the case.

In this event, DefendX Software will make three (3) documented attempts to contact the case-holder over a period of nine (9) business days. With no response by the tenth business day, the case will be administratively dismissed. If the customer subsequently reopens the case, it will be prioritized relative to the work then in hand. This will normally mean entering the queue at the bottom.

## Customer Support Levels

### Level 1

Level 1 Support includes issues concerning ordinary use of a straightforward nature, such as the following:

- Product installation
- Product configuration for common scenarios
- Specific error or event message interpretation

DefendX Software provides documentation and other training materials covering these topics. Most customers are able to support themselves in this area, and DefendX Software's strategy in this area is to provide training that leads to self-sufficiency, not support.

### Level 2

Level 2 Support covers issues of a more complex nature, such as the following:

- Unusual uses of the product
- Complex configurations, or installation on complex networks
- Explanation of the product's behavior in complex or confusing circumstances

DefendX Software's goal is to see that the product is functioning well in all customer environments. However, we cannot be experts on every network configuration. In extremely complex network configurations, the client may be required to purchase professional services for further investigation.

### Level 3

Level 3 Support addresses suspected bugs or other unanticipated behaviors.

**NOTE:** The goal of support is to provide understanding and workarounds (if both desirable and possible). Support does not fix bugs, and the DefendX Software development team does not provide real-time bug fixes.

### Purchased Professional Services

You may purchase Professional Services for services not covered by your Support and Maintenance contract.

- DefendX Software Professional Services can only be delivered for those customers with a current valid support contract.
- Unused DefendX Software services expire one year after purchase, when a valid contract is in place, and expire immediately upon the expiration of a Support and Maintenance Contract.

## About DefendX Software

DefendX Software helps organizations secure their critical business files and maximize the value of their enterprise file storage resources. From comprehensive intelligence, modeling, costing and chargeback to seamless file movement, protection and archiving, DefendX provides industry-leading capabilities to eliminate waste and align the value of files with the storage resources they consume. With DefendX, important file locations and the users who access them can be monitored to provide governance, protect against theft and enforce compliance policies. For more than 20 years, DefendX Software has been helping public and private sector customers around the world save money and eliminate risk every day.

## DefendX Software Professional Services

DefendX Software's Professional Services offers consulting, training, and design services to help customers with their storage management challenges. We have helped hundreds of customers to implement cost-effective solutions for managing their storage environments. Our services range from a simple assessment to in-depth financial analyses.

For further assistance in creating the most cost-effective Storage Management Infrastructure, please contact your DefendX Software Representative at 800-390-6937.



## Legal & Contact Information

The information contained in this document is believed to be accurate as of the date of publication. Because DefendX Software must constantly respond to changing market conditions, what is here should not be interpreted as a commitment on the part of DefendX Software, and DefendX Software cannot guarantee the accuracy of any information presented after the date of publication.

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