Support Services

Global Maintenance

Support Service Description

utimaco®

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1   Introduction

This document describes the Maintenance Support Services applicable for Utimaco's Customers that purchase Utimaco's products and have an effective maintenance support contract. The Maintenance Support Services are provided directly by Utimaco or an Utimaco Certified Service Partner (collectively "Utimaco").

The services do not cover any other third-party products unless such products have been explicitly included in the maintenance support contract.

2   Definitions of Terms

The following terms shall have the meaning as indicated below:

Customers: Utimaco's customers who directly purchased Utimaco's products and have effective maintenance support contracts in place.

Maintenance Support Services: includes the skills and requirements for keeping Utimaco's products in good, functional condition after deployment and installation. Maintenance Support Services provide Customers with an expected service level by Utimaco or an Utimaco Certified Service Partner. Maintenance Support Services include troubleshooting, fault diagnosis, modifying, maintaining, and enhancing Utimaco's products, and includes both software and hardware.

Software Update: The software product feature packs, hot fixes, and patches made available to Customers. Such updates include necessary corrections for a specific software release version.

Utimaco Products: As defined in clause 1.

Utimaco Representative: an Utimaco resource authorized to function within Utimaco's Support Services organization, delivering Maintenance Support Services.

RMA: The acronym for 'Return to Manufacturer Authorization'. Utimaco's product is returned to Utimaco for replacement or repair.

DMR: The acronym for 'Defective Media Retention'. An option offered by Utimaco that allows Customers to retain components (defective hardware, hard drive, or eligible SSD/Flash drive) covered under the Maintenance Support Services.

SSD: The acronym for 'Solid State Drive'. A solid-state drive is a storage device that uses integrated circuit assemblies as memory to store data persistently, typically using flash memory.

Utimaco Certified Service Partner: an authorized entity, who has formally entered into a partnership agreement with Utimaco to manage, operate, and deliver Maintenance Support Services.

3 Maintenance Support Services

Utimaco's Maintenance Support Services portfolio includes three tailored options that provide Customers the desired control over security and business continuity, plus maximized value to the investment of the Utimaco Products.

Customers choose the "Standard", "Premium", or "Premium Plus" support options summarized as follows:

Resource	Standard	Premium	Premium Plus
Support Helpdesk	7 x 24 x 365	7 x 24 x 365	7 x 24 x 365
Access to Technical Support	8a-5p Mon-Fri (Local Time)	8a-8p Mon-Fri (Local Time)	7 x 24 x 365
E-mail Support	✓	✓	✓
Web Portal Support	✓	✓	✓
Free software updates	✓	✓	✓
RMA Services	After receiving defective unit, the repaired or replacement components are shipped within five (5) business days subject to customs approval	Upfront hardware replacement is shipped within three (3) business days subject to customs approval	Upfront hardware replacement is shipped by next business day (NBD) subject to customs approval
Defective Media Retention (DMR)	✓	✓	✓
Personalized Support Services (optional)	n/a	Designated Support Engineer (DSE) Additional cost priced separately	Designated Support Engineer (DSE) and/or Technical Account Manager (TAM) Additional cost priced separately

4   Scope of Maintenance Support Services

4.1   Remote Problem Diagnosis and Maintenance

Once Customer has placed a service request and Utimaco has acknowledged its receipt, Utimaco will work to isolate the hardware or software incident and to remotely troubleshoot, remedy, and resolve the incident with Customer.

Prior to any onsite assistance, Utimaco may initiate and perform remote diagnostics using an electronic remote support solution to access covered Utimaco Products, or Utimaco may use other means available to facilitate remote incident resolution.

Utimaco will provide telephone assistance for the installation of software.

4.2   Online Self-Service Support

Online, self-service support at https://support.hsm.utimaco.com/support allows Customers to:

■   Electronically download the latest software updates and/or upgrades.

■   Submit support incidents electronically.

■   Request RMA services.

■   Receive an email or phone call from Utimaco after recording incidents.

4.3   Support Business Hours

4.3.1   Utimaco Helpdesk, First Level Support

■   Under Standard Support, Helpdesk Support is provided during the business work week, Monday through Friday, 8am – 5pm local time.

■   Under Premium Support, Helpdesk Support is provided is provided 24 hours per day, 7 days per week.

■   Under Premium Plus Support, Helpdesk Support is provided 24 hours per day, 7 days per week.

4.3.2   Utimaco Second/Third Level Support

Outside of the Germany normal business hours (Monday – Friday 8:00 am – 5:00 pm CET), support incidents from EMEA and APAC will be opened and registered, but Second and Third Level Support interaction may only begin within Germany normal business hours and excludes public holidays in Germany.

Outside of the California normal business hours (Monday – Friday 8:00 am – 5:00 pm PST), support incidents from the AMERICAS will be opened and registered, but Second and Third Level Support interaction may only begin within California normal business hours and includes public holidays in the U.S.

4.4 Contacting Utimaco Support

4.4.1 Toll Free

AMERICAS

+1-844-UTIMACO (+1 844-884-6226)

EMEA

+49 800-627-3081

APAC

+81 800-919-1301

4.4.2 E-Mail

support@utimaco.com

4.4.3 Utimaco Support Portal

Customers can access the Utimaco Support Portal for to submit support tickets, download software updates, retrieve bug fixes, and accept RMA requests at:

https://support.hsm.utimaco.com

Utimaco maintains every support incident and other requests for assistance and will respond via email.

5 Technical Support Levels

Three levels of technical support are available:

5.1 First Level

An Utimaco representative shall:

- Be the first technical point of contact for Customer.

- Review support ticket for completeness.

- Collect all required information and remain the point of contact until resolution, or until the Second or Third Level support is required.

- Provide support based on scripts that guides the Customer through standard issues. Outcome is a problem resolution or an elevation to the next support level. If the outcome is defective hardware, the RMA process is started by elevating the issue to Second Level support.

- Be responsible for collecting further information (i.e. log files) for Second or Third Level support.

5.2 Second Level

An Utimaco representative shall:

- Execute reasonable efforts to reproduce / replicate Customer's issues in a lab environment.

- Support the First Level support based on the product manual and the Utimaco knowledge database.

- Perform workarounds to assist the First Level support, often relating to administration and configuration issues.

- Take necessary action to drive the RMA process and hardware replacement in the event of a hardware failure.

- Report problems to Third Level support describing details of the implementation scenario with reference to any project and provides applicable image with product issue.

- Take ownership of the reported support incident to continue problem resolution. Work with the internal ticketing system to keep progress toward resolution documented and tracked.

5.3   Third Level

An Utimaco representative shall:

- Be the final point of contact for support.
- Verify product problems based on reproduced product issue.
- Provide a workaround if possible.
- Interface with Utimaco Engineering to provide patch or service pack when needed and if possible.
- Provide final RMA decision.

6   Support Service Level Objectives (SLO)

Through Utimaco's customer-defined priority process, Customers may select Utimaco's response time and have access to assistance by phone, e-mail or the Utimaco Support Portal.

Utimaco's engineers will evaluate Customers' requests, isolate the problem, determine if there is a solution or work-around available, and respond with instructions to resolve the reported incident.

6.1   Severity Levels

Customers select the severity level (as outlined in the table below) that most appropriately reflect an incident's current state.

Initial response time begins upon the creation time stamp of the submitted support request. The initial response is either via an email or a phone call from Utimaco.

These response times are not a commitment, but a best effort practice to respond to support requests in a timely manner.

Severity Level Definitions	Standard	Premium	Premium Plus
1: Critical The product is unusable and/or inoperable, resulting in a total disruption of the production environment or other critical impact on operations. No workaround is available. Enterprise wide impact.	Next Business Day	2 hours	1 hour
2: High Major operations are severely restricted, although work can continue in a limited fashion. A workaround may or may not be available.	Next Business Day	6 hours	4 hours
3: Medium Request for password resets, and/or the product does not operate as designed, resulting in minor loss of usage. There is a minor impact on usage, or an acceptable workaround is deployed.	Next Business Day	Next Business Day	6 hours
4: Low There is no loss of service. This can be classified as a request for documentation, general information and/or enhancements requests.	5 business days	2 business days	Next Business Day

The following SLOs for reproducible software defects are:

Software Service Level Objective	
1: Critical	Five (5) working days after receipt of the reproducible defect description
2: High	Ten (10) working days after receipt of the reproducible defect description
3: Medium	Twenty (20) Working Days after receipt of the reproducible defect description

Utimaco reserves the right to reassign a severity level once problem diagnosis has commenced if it determines that such level has been inappropriately classified or after a preliminary solution has been provided.

6.2   Customer-Defined Priority

Customers select Utimaco's response time and have access to Utimaco's First, Second, and Third technical support levels.

As Customers move up to higher-level service packages, coverage hours and response time commitments broaden, and issue escalations are accelerated.

7 Software and Hardware Service Levels

Under maintenance support, the following service levels are provided from Utimaco to the Customer, for the designated Utimaco Products.

Maintenance and service levels are purchased and provided on a per serial number basis.

7.1 Software / Firmware Service Levels

7.1.1 Second or Third Level Support

Second and/or Third Level Support is provided by Utimaco with trained and/or named individuals.

For Severity 1 issues, Utimaco guarantees a response time and to begin problem analysis within no more than five (5) working days after receipt of the reproducible defect description, including any relevant fragments of Customer source code that are necessary to reproduce the defect. Utimaco resources will stay assigned to the resolution of the Severity 1 issue until a patch or a workaround can be made available. Progress updates shall be communicated from Utimaco to the Customer each working day during problem resolution.

For Severity 2 issues, Utimaco guarantees a response time and to begin problem analysis within no more than ten (10) working days after receipt of the reproducible defect description, including any relevant fragments of Customer source code that are necessary to reproduce the defect. Progress updates shall be provided from Utimaco to the Customer every five working days during problem resolution.

For Severity 3 issues, Utimaco guarantees a response time and to begin problem analysis within no more than twenty (20) working days after receipt of the reproducible defect description, including any relevant fragments of Customer source code that are necessary to reproduce the defect. Progress updates shall be provided from Utimaco to the Customer from time to time.

7.1.2 Free Software Updates

Customers will have free access to all software updates. Such updates include necessary corrections (bug fixes) and minor improvements for a specific software release, as well as upgrades for new and extended features, new functionalities, and corrections of product software which are released either as a new major software release version or as an update to an existing major release version.

Utimaco will make software updates generally available to Customer for as long as there is an active maintenance support contract.

Software updates are released as required at the discretion of Utimaco. Utimaco will inform Customer as soon as a new version of the software is available and will provide Customer with

the new software versions upon request. With Utimaco's free software update service, Customers have what they need to keep their systems updated and secure while avoiding separate update licensing fees or software subscription fees.

Software updates are available via the Utimaco Support Portal (See Section 4.4.3 Utimaco Support Portal).

New feature requests and change requests will be considered for implementation as software upgrades at Utimaco's discretion.

7.1.3   Software Downloads

From the Utimaco Support Portal, Customers have 24x7 access to all software updates, (patches, bug fixes), software upgrades, and product documentation from the Downloads software repository. To access and download software and patches, register on the Utimaco Support Portal: https://support.hsm.utimaco.com

Registration approval will take approximately 2-3 business days. Once approved, an email will be sent with login credentials and instructions for downloading software from the portal.

7.2   Hardware Service Levels

Three different service levels are offered in relation to hardware maintenance: Standard, Premium, and Premium Plus.

Once Customer has reported a hardware defect, Utimaco will confirm the RMA within the next business day.

7.2.1   Service Level for Standard Support Maintenance

In the event Utimaco advises to send back the defective Utimaco product, Customer must send the hardware components together with the RMA number and RMA address label by post or by courier DAP (Incoterm 2010) to the Utimaco service center, designated on the RMA address label.

Subject to customs approval, Utimaco will ship the repaired or replacement components to the Customer site, by post or courier DAP (Incoterm 2010) within five (5) working days of the arrival of the defective Utimaco product at the Utimaco service center.

7.2.2   Service Level for Premium Support Maintenance

Upon RMA approval by Utimaco and subject to customs approval, Utimaco will ship an upfront replacement comparable to the defective unit, DAP (Incoterm 2010) to Customer's premises within three (3) business days.

Customer shall return the defective unit immediately upon arrival of the upfront replacement unit, using the packaging and the return slip that is included with the upfront replacement unit. Freight cost of sending back the defective unit shall be borne by Utimaco.

In case Customer fails to return the defective unit within ten (10) working days from arrival of the upfront replacement unit at the Customer's premises, Utimaco shall be entitled to invoice and Customer shall pay the applicable list price for the upfront replacement unit.

7.2.3   Service Level for Premium Plus Support Maintenance

Upon RMA approval by Utimaco and subject to customs approval, Utimaco will ship an upfront replacement comparable to the defective unit, DAP (Incoterm 2010) to Customer's premises by next business day.

Customer shall return the defective unit immediately upon arrival of the upfront replacement unit, using the packaging and the return slip that is included with the upfront replacement unit. Freight cost of sending back the defective unit shall be borne by Utimaco.

In case Customer fails to return the defective unit within ten (10) working days from arrival of the upfront replacement unit at Customer premises, Utimaco shall be entitled to invoice and Customer shall pay the applicable list price for the upfront replacement unit.

7.2.4   Request for RMA

Utimaco reserves the right to replace faulty hardware with an equivalent and functionally compatible model if the exact model is no longer available.

In the event of hardware malfunction or failure of an Utimaco Product, the Customer shall promptly contact Utimaco by reporting the incident as an RMA request. The RMA request form can be found on the Utimaco Support Portal:

https://support.hsm.utimaco.com/support/rma/new

Utimaco will review the completed RMA request and, upon confirmation of the RMA following such review, provide the applicable RMA number to the Customer via an RMA confirmation e-mail and issuance of an RMA label.   Customer will receive an e-mail with an RMA confirmation within the defined reaction times.

During the RMA request review, Customer must be available for Utimaco inquiries and provide log files, if requested. Customer shall use its best efforts to provide all information reasonably required by Utimaco during the RMA request review process.

Utimaco will undertake measures to resolve RMA requests within reaction times as described in Section 6, Support Service Level Objectives (SLO).

7.3 Defective Media Retention

The defective media retention service feature option allows Customer with an active maintenance support contract to retain defective hardware components (HDD/hard disk or eligible SSD/Flash drive) that Customer does not want to relinquish back to Utimaco.

Additional costs for hardware replacements are incurred if a unit will not or cannot be returned to Utimaco.

8   Onsite Support

Onsite support services are provided for all Utimaco Products. For those hardware support incidents that, in Utimaco's judgment, cannot be resolved remotely, Utimaco may provide onsite technical support. Utimaco will use commercially reasonable efforts to respond onsite.

Utimaco reserves the right of authorizing the dispatch of onsite support services as a part of the resolution process. Once an Utimaco authorized representative arrives at Customer's site, the representative will continue to deliver the service at the discretion of Utimaco, until the hardware incident is resolved. Work could be temporarily suspended if parts or additional resources are required, but work will resume when they become available.

The onsite response time ends when the Utimaco authorized representative arrives at Customer's site, or when the reported event is closed with the explanation that Utimaco has determined that no onsite intervention is required.

Any "project-oriented" activities in which onsite support is desired is not covered under maintenance support services.

8.1   Fixed on Failure

In addition, at the time of onsite technical support delivery, Utimaco may:

Install available engineering improvements for Utimaco Products to help Customer ensure proper operation of the product and maintain compatibility with Utimaco-supplied hardware replacement parts.

Install available firmware updates defined by Utimaco as non-customer installable for product, that, in the opinion of Utimaco, are required to return the product to operating condition or to maintain supportability by Utimaco.

8.2   Fixed on Request

At Customer's request, Utimaco will install critical firmware updates defined by Utimaco as non-customer installable for Utimaco Products under an existing maintenance support contract.

Critical firmware updates are firmware updates recommended by Utimaco for immediate installation. See Section 6, Service Level Objectives (SLO) for response times.

8.3   Onsite Support Requests

Utimaco will provide onsite maintenance support at the Customer's site and other Professional Services through qualified Utimaco representative(s) upon availability, and only upon a written order by Customers for such services. Utimaco will offer such services in writing at the applicable professional services daily rates, plus travel expenses.

9 Personalized Support Services

Utimaco's Designated Support Engineer and Technical Account Manager delivers role-based advanced support as an optional offering under the respective Premium or Premium Plus support packages.

9.1 Designated Support Engineer (DSE)

The DSE elevates the level of technical support Customers receive from Utimaco. The DSE is a highly technical, designated technical resource assigned to be your point of contact and who owns problem resolution. The DSE learns and understands each Customer's environment to address the support incidents from the time of the initial contact through resolution, delivering support more efficiently and effectively.

The principal duties and responsibilities of the DSE consists of the following:

- Reactive support problem management
- 24x7 prioritized support case handling by the DSE
- Ability to address support incidents more efficiently and effectively
- Providing excellent troubleshooting skills while managing the incident and customers' expectations during an extremely critical time
- Provide deep technical expertise on a given product family

9.2 Technical Account Manager (TAM)

The TAM goes beyond assisting Customers reactively upon incident reporting. The TAM works with Customers to drive enhanced support value as a trusted technical consultant and advocate, proactively managing Utimaco Products and addressing Customers' technical needs.

The principle duties and responsibilities of the TAM consists of the following:

- Primary point of contact for technology related questions and concerns
- Prioritizes and advance technical incidents for support, giving Customers fast-tracked access to Utimaco experts to resolve problems
- Manage delivery of proactive technical services and solutions
- Manage and address unresolved issues either by providing technical guidance or by owning until resolution
- Help grow the knowledge base of your technical team through information sharing sessions
- Share prescriptive product roadmaps and plans to augment the investment value of Utimaco Products

- Proactively advise on upcoming activities/projects (i.e. product upgrades, patches, migrations, etc.)

- Conduct regular support reviews with Customer to jointly review overall support service quality and performance

9.3   Terms for Personalized Support Services

Eligibility for securing personalized support services requires having a valid, active maintenance support contract for Utimaco Premium or Premium Plus maintenance support. Contact your Utimaco Sales Representative to learn more about adding this option to your selected support package.

10 Escalation Management Process

Customers who hold an active maintenance support service contract, an escalation to the higher support management may be initiated after working through our standard support processes and levels. Escalation means the next level contact person of both parties contacts each other to solve the problem.

Customers who are not satisfied with the level or timeliness of service received may request an escalation. In such situations, Customers or the Utimaco Support Engineer can escalate this issue to the next management level.

The following table identifies the roles and escalation contacts for the various escalation levels:

Escalation Level	Organization	Escalation Contact
Level 1	Utimaco Customer Helpdesk or a Utimaco Certified Service Partner	Utimaco Team Leader Services
Level 2	Utimaco Customer Support Services	Utimaco Support Manager
Level 3	Utimaco Customer Support Services	Utimaco Customer Support Director

Customers receive detail contact information for each escalation level when maintenance support is concluded.

11 Renewing Maintenance Support Services

11.1 Maintenance Support Services Renewal Costs

Unless there is an effective agreement between Customer and Utimaco or an Utimaco approved Customer certification to the contrary, Customer must renew support for all hardware, software, and the licenses of software that could have been copied, used, installed, or otherwise exploited.

Utimaco agrees to limit any increases of support fees to no more than 10% over the previous year's fees or such greater amount necessary to increase the support fee to the then-current support list price. If Customer reduces the number of software licenses or Appliance Products covered by support, the aforementioned fee increase limit shall not apply.

11.2 Return to Maintenance Support Services

If Product has been covered under Maintenance Support Services and Customer elects not to renew such services or allows Maintenance Support Services to lapse for a period of time, Utimaco will notify Customer and may suspend provision of Support Services until such services are reinstated.

To return to Maintenance Support Services, a reinstatement fee will be applied in addition to twelve (12) months of the annual Maintenance Support Services.

- For less than one year of Maintenance Support Services lapse: Full back-pay of Maintenance Support Services fee from the date of lapse and a reinstatement fee equal to 20% of the annual Maintenance Support Services fee.

  Example:

  Annual Maintenance Support Services fee: $1200.00

  Maintenance Support Services lapsed for 9 months: $900.00

  20% reinstatement fee (of annual fee of $1200) = $240.00

  Total: $2340.00

- For one year or greater of Maintenance Support Services lapse: Full back-pay Maintenance Support Services fee from the date of lapse and a reinstatement fee equal to 20% of such back-pay Maintenance Support Services fee.

  Example:

  Annual Maintenance Support Services fee: $1200.00

  Maintenance Support Services lapsed for 15 months = $1500.00

  20% reinstatement fee (back-pay of 15 months / $1500.00) = $300.00

  Total: $3000.00

12   Terms

This section contains Utimaco Maintenance Support Services terms.

12.1 Utimaco Terms

- The service contract start date is indicated as per the "terms of delivery" outlined in the maintenance support service contract.

- The initial service contract is required for one year, covering the 12 (twelve) month period unless special consideration and approval is appointed.

- The service contract shall be renewed automatically for period of 12 (twelve) months, unless one party has terminated the service contract in writing one month prior to the end of the respective term.

- A renewal of a service contract must be continuous; i.e. without any interruption. In case a service contract has expired and then renewed later, the start date shall be the day after the end of the previous service contract. (refer to Section 11)

- Maintenance Support Services do not apply to hardware or any other 3rd party products (software and/or hardware) unless such products are explicitly included in the service contract by Utimaco.

- For hardware warranty and hardware support other terms and conditions may apply which shall be provided by Utimaco together with the respective support offering.

- Special conditions apply related to RMA services for Common Criteria certified Utimaco Products and government approved Utimaco Products. These conditions shall be provided by Utimaco with the respective support offering.

- Utimaco respects and allows for the major privacy principles and frameworks with regulations such as the EU General Data Protection Regulation 2016/679 (GDPR). This adherence applies to all Utimaco owned websites, domains, services, applications, and Utimaco Products used to conduct support delivery services.

12.2 Customer Terms

For the successful provision of Maintenance Support Services, Customer shall agree to assist as follows:

- The Customer shall name at least two contacts who will be entitled to file new support requests and who will be available as technical contacts to Utimaco. The customer shall promptly inform Utimaco of any changes in the list of contacts.

- The Customer shall provide with each support request a detailed description of failures, failure rates, observed impacts, as well as all relevant information about the software versions and hardware configurations used.

- For all later references to a reported problem or support request, the Customer shall use the 'incident number' provided by Utimaco.

- Should onsite support be required, the Customer shall provide access to the installed Utimaco system on the customer's premises to allow the onsite support services to be executed and shall assist Utimaco with all technical facilities like power, telephone, Internet, etc. as required free-of-charge.

- The Customer agrees to pay all travel expenses incurred if Utimaco is requested to perform onsite services.

- The Customer is responsible for acquiring, installing, configuring, and providing technical support for all third-party products and network infrastructure required for operation of Utimaco software.

Utimaco is not obligated to provide Maintenance Support Services under the following circumstances:

- No effective support maintenance contract;

- Improper site preparation, or site or environmental conditions that do not conform to Utimaco site specifications;

- Customer non-compliance with Utimaco specifications, statements of work or the applicable support agreement;

- Customer causing any damage to the Product which are caused by improper use or handling, or by wear unless Customer can demonstrate that such handling/use is not responsible for the reported defect.

- Customer improper or inadequate upkeep;

- Use in conjunction with Customer or third-party's media, software, interfacing, supplies, or other products;

- Modifications not performed or authorized by Utimaco;

- Abuse, negligence, accident, loss or damage in transit, fire or water damage, electrical disturbances, government inactions or actions, strikes or work stoppages, transportation by Customer or other causes beyond the reasonable control of Utimaco.

13   About Utimaco

Utimaco is an international provider of IT security solutions with headquarters in Aachen (Germany) and Campbell, CA (USA). Utimaco develops hardware security modules and compliance solutions for telecommunication providers in the field of regulation. Utimaco is one of the world's leading manufacturers in both market segments.

Over 290 employees have committed to the company's goal to protect people, ideas and data. Customers and partners value the reliability and long-term investment security of Utimaco's high-security products and solutions. Utimaco stands for recognized product quality, user-friendly software, excellent support and products that effectively meet market requirements.   Find out more on www.utimaco.com .

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