

Square Box Systems Maintenance Support Agreement

Last updated 29th September 2014

Maintenance Support Agreement

This maintenance support agreement is made between Square Box Systems Ltd, a company incorporated and registered in England and Wales with company number 3819556, and customers who have purchased appropriate support.

This maintenance support agreement covers the provision of maintenance support for the CatDV family of products (including CatDV Standard, CatDV Pro, CatDV Enterprise, CatDV Pegasus, CatDV Workgroup Server, CatDV Enterprise Server, CatDV Web Clients, CatDV Worker Node and other products on the CatDV price list).

Square Box Systems will provide maintenance support to the customer as long as appropriate CatDV and support products have been purchased and paid for and the customer has registered their support contact details on the Square Box web site (<http://www.squarebox.com/register-support-contract/>). The stock keeping unit (SKU)s that include (or have included) maintenance support are MS1, MS3, MS1R, and MS1RO.

Maintenance support will be provided from the date of the relevant invoice from Square Box Systems for a period of one year, as specified on the Square Box Systems invoice or as advised in writing by Square Box Systems.

Maintenance Support Includes:

1. Investigating reproducible issues with the CatDV software when the customer provides sufficient detail and explanation about how to recreate the issue.
2. Responding to questions about how to use the CatDV software.
3. Major software releases including upgrading to new versions (major releases are the first and second digits in the number scheme 1.2.3 for instance from CatDV 10 to CatDV 11, or 11.1 to 11.2).
4. Minor software releases including small enhancements and /or bug fixes (minor releases are the third digit in the number scheme 1.2.3 for instance CatDV 10.0.7 is a minor release available to all customers that have purchased CatDV 10 with maintenance support).
5. Providing release notes including the changes made in each CatDV release.
6. Providing documentation to assist customers with troubleshooting.

Square Box Systems may suggest work-arounds or at its discretion make alterations to the CatDV software to address issues raised by customers where we judge that there is a defect in the products.

Maintenance Support includes the functioning of the CatDV software and is not intended as a replacement or alternative to:

- Workflow design or consulting – i.e. advice and guidance about how to use CatDV to solve an end-to-end business problem including products from a variety of vendors (cameras, networking equipment, servers, storage, archive systems, play-out systems etc.).
- Storage design and policies – i.e. advice and guidance about where and in what format(s) to store media and for how long.
- Training for end users or system administrators.
- Installation, deployment and configuration – i.e. assisting with CatDV installation or configuration including project management, status reporting, deployment planning and deployment itself.
- Hardware design, selection or configuration for example servers, networks and storage.
- Support during operating system or database platform upgrades or migrations.
- Integration with third party products (unless those integrations are part of the CatDV products).
- Writing or debugging scripts or other computer programs intended to work with CatDV.
- Recovery following a 'disaster' (for example hardware failure) if backups are not available.
- Software development advice for customers using the CatDV APIs to extend the capabilities of the CatDV software.

The above, additional services can be provided by Square Box Systems, our distributors or resellers by request. More details can be found on the Square Box Systems website: <http://www.squarebox.com/professional-services/>

It is up to the customer to make appropriate provision for 'disasters' (for example hardware failures, malicious damage etc) including the maintenance and testing of regular CatDV backups and data security.

Customers without Maintenance

If customers have not purchased any maintenance SKUs they are entitled to minor version upgrades of CatDV for 6 months from the date of purchase.

Customers without maintenance are not entitled to any of the services described in the section above. Any services that may be provided are entirely at the discretion of Square Box Systems. Any of these discretionary services may be withdrawn at any time without notice and without explanation.

Fair Usage

Support is not intended as an alternative to training, workflow design or consulting and as a result a fair usage policy applies to maintenance support.

If in Square Box's discretion we decide that a customer is raising an excessive number of support requests we reserve the right to reduce the level of support provided or recommend that you purchase training or consultancy services.

Support Availability

For customers outside North America, manufacturer Maintenance Support has core hours based around the UK working day (09:00-17:00 UK time).

For customers in North America, Maintenance Support is available during the West coast working day (09:00-17:00 Pacific time) via our distribution partner JB&A, then during UK hours for issues that are escalated into the engineering team.

Maintenance Support is often available outside these hours at Square Box Systems discretion.

Maintenance support is provided in English.

Maintenance Support is provided remotely, using email, telephone and screen sharing tools (where permitted) to resolve issues. Square Box Systems, its resellers and distributors may be able to provide on-site support by separate agreement.

Communication and Support Process

Where a customer has purchased CatDV through a reseller and / or distributor, support issues should initially be raised via the reseller and / or distributor who will perform initial investigations and may resolve the issue directly.

The reseller or distributor may provide additional telephone or email contact information for raising support requests.

Otherwise support requests should be made via email to support@squarebox.com.

Support requests will be assigned a ticket number that should be used on all related correspondence.

Square Box Systems, our distributors and resellers aim to respond to support requests within four (business) hours of an issue being raised.

If a fix or workaround has been provided, and the customer chooses not to apply it, Square Box Systems has no obligation to provide further support on that issue.

If the root cause of a customer's issue is not CatDV, but can be demonstrated to be resulting from a third party system or tool we shall have no obligation to provide further support for the issue. Square Box Systems will work with the vendor of that third party tool to help them find a fix or workaround.

If CatDV is not being operated in line with Square Box System's recommendations (for example for minimum specifications etc.) we shall determine the level of support provided at our discretion.

If a support ticket is not being addressed to a customer's satisfaction it can be escalated to escalation@squarebox.com.

Renewals

Maintenance support is not a rolling contract, therefore customers need to renew their support through their re-sellers before their current support lapses. If a customer fails to renew maintenance before their current maintenance runs out then the customer is no longer covered by maintenance support.

If the customers wants to renew their maintenance support after their current maintenance has lapsed, then a new SKU applies where maintenance support can be restarted at an increased cost (MS1RO).

Future Versions

Maintenance Support is provided on the current, major version of the CatDV products, and for a period of 12 months after their release. A reduced level of support, addressing critical issues that completely stop the software from operating, is offered up to 3 years from the date of purchase.

Confidentiality

Customer's support issues, their investigation and communication are confidential information. Neither Square Box Systems, nor the customer will make public or disclose any of this confidential information. If confidential information is disclosed, support services may, at Square Box discretion, be stopped with any fees forfeited.

Other

Nothing in this maintenance support agreement is intended to replace the CatDV Software License agreement enclosed with each copy of the CatDV Software. In case of conflicts the Software License agreement takes precedence.

Square Box Systems may at its discretion update this support agreement over time. Customers that have registered their support agreement (at <http://www.squarebox.com/register-support-contract/>) will be notified in advance using the contact details provided.

This agreement is between Square Box Systems and its customers only. Other third parties (for instance resellers, distributors and other vendors) may have separate arrangements with customers. These relationships are excluded from this agreement.

This agreement is governed by UK law.