

Fujitsu Enterprise Postgres Support Terms and Conditions for Red Hat Marketplace

PLEASE READ THIS AGREEMENT CAREFULLY BEFORE USING THE SOFTWARE. SUPPLIER WILL PROVIDE THE SUPPORT SERVICES TO CUSTOMER ONLY IF CUSTOMER FIRST ACCEPT THE TERMS OF THIS AGREEMENT. BY USING THE SOFTWARE, CUSTOMER AGREE TO THESE TERMS.

Supplier will use commercially reasonable efforts to respond to the Support Call from the Pre-Registered Contacts for the Software used according to Customer's environment during the Support Period, provided Customer have fully prepaid the annual subscription fees of applicable the Software as defined in the Fujitsu Annual Subscription Agreement provided separately.

The term "Supplier" hereunder shall mean who sells and provides the Support to Customer.

1 Definitions

- 1.1. "Documentation" means documentations including Read Me files contained in the Software.
- 1.2. "Error" shall mean a failure of the Software to materially conform to the specifications as described in the applicable Documentation.
- 1.3. "Initial Response Time" shall mean the target for the elapsed period measured from the time that Customer raises a Support Call until Supplier provides a response which is Supplier's acknowledgment of a Support Call received from Customer.
- 1.4. "Pre-Registered Contact" shall mean the designated five persons by Customer to be the primary contact points who will submit a notice of technical incidents from Customer to Supplier.
- 1.5. "Software" shall mean a software defined in the purchase agreement or purchase order form.
- 1.6. "Support" shall mean the support service provided by Supplier as more specifically described in Section 2.

- 1.7. "Support Call" shall mean a notice of technical incidents from the Pre-Registered Contact to Supplier via the designated method to contact including web based support system.
- 1.8. "Support Period" shall mean the subscription period of applicable Software as defined in Fujitsu Annual Subscription Agreement unless otherwise agreed separately in writing.
- 1.9. "Target Resolution Time" shall mean the target for Supplier of the time required to provide a documented fix that restores full or near full functionality to Customer. This documented fix includes Workarounds. This time shall not include the time delay arising from the time which Supplier waits for Customer's response.
- 1.10. "Workaround" is a resolution focusing on operational procedures concerning the use of the Software as a result of which Customer can avoid the adverse effects of an Error in the Software without severely compromising the performance of the Software or the integrity of the system or data which operates in conjunction with the Software.

2 Support

2.1 Support

Supplier will use commercially reasonable efforts to provide the followings for applicable Software as the Support during the Support Days and Hours set forth in 2.4 of Section 2:

- a Response to the Support Call to the Pre-Registered Contact;
- the notifications of patch release, failures and security information;
- upgraded version of the Software upon Customer's request with the conditions defined in Fujitsu Annual Subscription Agreement provided separately.

2.2 Customer's responsibilities

Customer will provide the followings to Supplier before the Support Call or until the Support Call is confirmed as closed:

- identify incidents related to the Software;
- isolate and identify problems;
- provide necessary assistance and information reasonably required to solve problems.

Customer is responsible for ensuring the protection of any data containing sensitive, confidential or personal information, including obscuring the logs or otherwise safeguarding such information prior to sending it to Supplier.

Customer acknowledges that Supplier may provide such information to Supplier's subcontractors to solve such problems.

2.3 Support Exclusions

Supplier will not provide the Support in any of the following circumstances:

- An Error and/or inquiry of hardware, network, cloud platform, equipment or software programs other than the Software.
- An Error and/or inquiry from Open Source Software which is not defined in the Documentation of the Software.
- Customer's failure to comply with operating instructions contained in the Documentation.
- Failure to comply with the terms and conditions defined in Fujitsu Annual Subscription Agreement.
- A modification, enhancement or customization of the Software.
- Any cause or causes beyond the reasonable control of Supplier (e.g. floods, fires, loss of electricity, network or other utilities).
- Errors and/or inquiry related to the Software where the applicable support fee is not paid to Supplier.
- An Error and/or inquiry about installation, configuration, management and operation of Customer's applications
- Any professional service requests including, but not limited to performance tuning, advices on design and assistance to installation.
- APIs interfaces or data formats other than those included with the Software
- The Support through access to customer environments remotely/physically.
- The Support call from other contacts than the Pre-Registered Contacts.
Supplier will not provide the Support to other contacts than the Pre-Registered Contacts including, but not limited to, Customer's partner and end customers.

2.4 Support Level

	Severity 1	Severity 2	Severity 3	Severity 4
Initial Response Time	1 hour			
Target Resolution Time	24 hours	48 hours	7 days*	Best efforts / Future version of software
Support Hours	24 hours			
Support Days	Sunday to Saturday			
Language	English			

* It excludes December 30th through January 3rd in Japan.

2.5 Definitions of Severity level

Severity	Definition
Severity 1 - Critical	In a production environment, after a problem occurred in which the user business is completely stopped (Example: file corruption, system down), the recovery also fails, and the business cannot be resumed because there is no Workaround acceptable to the user.
Severity 2 - High	The business is resumed by a temporary Workaround after a part of the user's business in the production environment is stopped or a problem that causes a serious failure to the user's business occurs. But, troubles occur frequently and the business is greatly affected since an effective Workaround cannot be found.
Severity 3 - Moderate	The user's business may be fully used in production environment. However, a feature does not work.
Severity 4 - Low	Aesthetics or changes for convenience; no functional implications

3 Warranties

Supplier warrants that: the Support will be performed in a professional and workmanlike manner. For any breach of the foregoing warranties, Customer's sole and exclusive remedy, and Supplier's sole and exclusive obligation, will be for Supplier to re-perform the Support as warranted, as applicable. If Supplier is unable to correct such non-conformance in the Support after a reasonable opportunity, Supplier will refund the subscription fees paid for the non-conformance; provided that these remedies are only available if Supplier receives notice of such breach within ten (10) days from the date of delivery of the Support, as applicable.

4 Limitations of Liability.

In no event that Supplier's liability arising under this agreement exceed the amount of subscription fee paid by Customer for the 12 months period immediately preceding the event giving rise to such liability. Supplier will not be liable to Customer for any consequential, incidental, special, indirect, or exemplary damages, including without limitation lost profits, business, contracts, revenue, goodwill, production, anticipated savings, loss of data, or costs of procurement of substitute goods or services, or, for any claim or demand by Customer, however caused and (to the fullest extent permitted by law) under any theory of liability (including negligence) even if Supplier has been advised of the possibility of such damages. Customer acknowledges that the amounts payable hereunder are based in part on these limitations, and further agree that these limitations shall apply notwithstanding any failure of essential purpose of any limited remedy.

5 Personal Data

Personal data provided to Supplier for the purpose of the Support will be processed in accordance with Exhibit A. For the avoidance of doubt, this provision does not exempt Customer from Customer's obligations under the agreements stipulating the details of the Support.