



# Calnex Support Service for NE-ONE



August 2022

# Contents

1	Support Services .....	3
2	Eligibility .....	3
3	Definitions.....	3
4	CSS Scope.....	4
5	Service Summary .....	4
6	Contacting Calnex .....	4
7	Technical Support .....	5
7.1	Requesting Support .....	5
7.2	Information to Supply with Support Requests.....	5
7.3	Delivery of Support.....	5
7.3.1	Response Time .....	5
7.3.2	Diagnostic Tools.....	5
7.3.3	Defect Classification.....	6
7.3.4	Enhancement Requests .....	6
7.3.5	Resolution of Service Requests.....	6
7.3.6	Escalation Process .....	6
8	Software and Virtual Appliance Updates .....	7
8.1	Software and Virtual Appliance Releases .....	7
8.2	How to Obtain the Latest Software or Virtual Appliance Release .....	7
9	Hardware Warranty.....	7
9.1	What This Warranty Covers .....	7
9.2	How to Obtain Warranty Service .....	7
9.2.1	Failure Investigation .....	7
9.2.2	Hardware Repair or Replacement .....	7
10	Software Warranty.....	7
10.1	What This Warranty Covers .....	7
10.2	How to Obtain Warranty Service .....	7
10.2.1	Failure Investigation .....	7
10.2.2	Critical Defect Resolution .....	7
11	Renewal of Support Service.....	8
11.1	Eligibility for Renewal.....	8
11.2	How to Renew .....	8
11.3	Lapsed Support Service.....	8
12	What Hardware Warranty Does Not Cover .....	9
13	What Software Warranty Does Not Cover .....	9
14	General Exclusions .....	9
15	Data Security / Recovery .....	9
16	Subcontracting and Assignment .....	9
17	Out-of-Scope Services .....	9
18	End of Life .....	9
19	End of Support Service .....	10
20	Termination.....	10
21	Additional Terms .....	10
22	Applicable Law and Dispute Resolution.....	10

# CALNEX SUPPORT SERVICE OVERVIEW

## 1 Support Services

Calnex Support Services (CSS) incorporates Hardware and Software warranty, Software releases and technical support for Calnex products.

This document defines the services and the terms and conditions applicable to the Calnex Support Service.

## 2 Eligibility

Only Customers of Calnex products who have a valid CSS Agreement are eligible for CSS.

Purchase of any Calnex product includes a CSS Agreement for the contracted term. The CSS period begins on the shipment date of the product. Calnex recommends that you purchase extensions to CSS beyond this initial period to ensure that you receive prioritised support, your product is kept up-to-date and it continues to be protected under warranty.

## 3 Definitions

<b>Agreement</b>	A contract for the provision of Calnex Support Services agreed between Calnex Solutions plc and the Customer. The continued use of Calnex Solutions plc products and services declares that the Customer accepts the Calnex Solutions plc Support Service Terms and Conditions.
<b>Calnex</b>	Calnex Solutions plc, Linlithgow, Scotland (registered Company Number SC299625).
<b>Customer / You</b>	The company, organisation, person or persons that is the purchaser or user of Calnex products and who enters into the Agreement for the supply of support services.
<b>CSS</b>	The Calnex Support Service.
<b>CSS Period</b>	12 months from the date of product shipment or multiple 12 month periods for each extension year purchased.
<b>Working Day</b>	09:00 and 17:00 hours Monday to Friday (excluding local public holidays).
<b>Defect</b>	A failure of any Calnex product to perform in all material respects in accordance with the applicable product Specifications.
<b>Regional Calnex Representative</b>	Either your local Calnex Partner or local Calnex Sales / Application Engineer.
<b>Service Request (SR)</b>	A request from a Customer for technical support.
<b>SR Identifier</b>	The unique identifier associated with a Service Request.
<b>SR Owner</b>	The Calnex Support Engineer assigned to a Service Request.
<b>Specifications</b>	Calnex's published product Specifications and operator manuals.
<b>Appliance</b>	Calnex's provided Hardware that is bundled with Calnex Software.
<b>Virtual Appliance</b>	Calnex Virtual Appliance Software that runs on a server platform.
<b>Software</b>	Calnex's firmware (embedded in the Hardware) and Software.
<b>Hardware</b>	Calnex provided Hardware Appliance.
<b>System(s)</b>	The combination of a Calnex Appliance or Virtual Appliance and supported Hardware, operating systems, or browsers to provide functionality as outlined by Calnex in the applicable Specifications.

#### 4 CSS Scope

CSS provides different levels of support for different Calnex products. The services provided may be changed at any time. The current services provided under CSS for each Calnex product can be found on the Support page of the Calnex website: <https://www.calnexsol.com/support>.

#### 5 Service Summary

The services provided under CSS are summarised below. These are described in more detail in later sections.

<b>Technical Support</b>	Calnex provides technical support for all its products under CSS. In addition, Calnex technical experts will provide guidance on how to best use our product for your application.	Section 7
<b>Software Update</b>	Calnex may periodically develop new Software releases for its products. These new Software releases will be provided to the Customer under CSS at no charge (although certain features may be chargeable)	Section 8
<b>Hardware Warranty</b>	Calnex warrants that each Hardware product that you purchase is free from Defects in materials and workmanship under normal use during the warranty period. During the warranty period, Calnex will repair or replace at our discretion any such Defects free of charge. Any exceptions will be listed in the CSS Datasheet for the product.	Section 9
<b>Software Warranty</b>	Calnex warrants that each Software product you purchase (including Software associated with a Hardware product) is free from critical Defects that prevent correct operation according to the published Specifications.	Section 10

#### 6 Contacting Calnex

<b>Calnex Representative</b>	Your Calnex Representative is whomever you purchased your product from.
<b>Website</b>	<a href="http://ne-one.com">http://ne-one.com</a>
<b>Calnex Customer Portal</b>	<a href="https://ne-one.com/support">https://ne-one.com/support</a>
<b>Email</b>	support@ne-one.com
<b>Phone</b>	See Website

# CALNEX SUPPORT SERVICE DETAILS

## 7 Technical Support

Calnex provides product support for all its products. This support may be delivered by Application Engineers or by Calnex product experts.

In addition, Calnex technical experts will provide guidance on how to best use our product for your application.

It is strongly recommended that all individuals associated with this service Agreement obtain accounts for the Calnex Customer Portal by emailing Calnex support. (See Section 6)

### 7.1 Requesting Support

Support Requests can be raised in the Calnex Customer Portal or by email or phone. (See Section 6 for details.)

When a request is raised it is assigned a unique identifier (the **SR Identifier**). The request will be assigned to a Calnex Application Engineer (the **SR Owner**) who will progress the request.

### 7.2 Information to Supply with Support Requests

For each problem reported, you should provide Calnex with a description of the problem and, where possible, a step-by-step sequence of operations that recreate that problem. You should additionally provide all available information (Appliance and Software revisions, the System being operated in, error codes, diagnostics, scripts, etc.) that may assist in diagnosing the problem.

The following information must be included in any request to Calnex for support. This support can only be provided once this information is supplied:

- **Product serial number or license ID for Virtual Appliances** which are specific unique identifiers that are required for identification of licensing, warranties or maintenance contracts on purchased products.
- The **Software version** being used

### 7.3 Delivery of Support

#### 7.3.1 Response Time

Calnex will aim to acknowledge receipt of a Service Request within one Working Day.

Due to the complex nature of Calnex products and their applications, Calnex cannot guarantee how long it will take to resolve a request. However, Calnex will provide updates on the status of the Service Request; the frequency of updates will increase with the severity of the request.

#### 7.3.2 Diagnostic Tools

Calnex may request that proprietary and / or third-party Software is installed on your System to facilitate remote connection and delivery of support.

Any Software installed on your System by Calnex shall be licensed appropriately by Calnex. The ownership of any such Software will remain with Calnex.

You may request that Calnex explains the purpose of the Software to be installed and demonstrate its use prior to any installation on your Systems.

### 7.3.3 Defect Classification

In the situation where a Service Request is confirmed by the Calnex Support Team to be a Defect, you will be notified that the Service Request has been referred to Calnex Engineering for further investigation. A Calnex Support Engineer will work with you to clarify the severity of the Defect in accordance with the following definitions:

Severity	Description
<b>Critical</b>	The System is inoperable, not usable or does not operate according to published Specifications as a result of Hardware or Software malfunction. No known workaround is available. Critical Defects will be scheduled for immediate attention.
<b>Major</b>	The System is unable to operate consistently and/or intermittently produces incorrect results according to published Specifications. This behaviour is caused by Hardware or Software malfunction. A work-around is available.
<b>Normal</b>	The System is providing all required functionality but the behaviour is not as expected. A work-around is available.

With the exception of Critical Defects, Calnex makes no commitment to fix Defects in any product release.

### 7.3.4 Enhancement Requests

If a Service Request is identified by the Calnex Support Team as being an enhancement request, you will be notified that the Service Request has been referred to Calnex Engineering for consideration as a feature in future product releases.

Calnex makes no commitment to implement enhancements in any product release.

### 7.3.5 Resolution of Service Requests

Once a Service Request is believed to be resolved, Calnex will contact you asking for confirmation that the Service Request can now be closed. If you do not respond within 10 Working Days, it will be assumed that you have accepted the solution and the request will be closed.

In addition, if Calnex have requested further information or feedback from you with regard to your request and you have not replied within 20 Working Days, Calnex will close the Service Request on the assumption it is no longer an issue.

### 7.3.6 Escalation Process

The escalation process is as follows:

- You should request that the priority of the Service Request is raised. Be sure to clearly outline the reason for the urgency;
- You should work with the **SR Owner** to agree a timeframe for subsequent status updates; and
- If you feel that progress on your Service Request is not acceptable, ask to speak with the Calnex Support Manager.

Note: The **SR Identifier** must be referenced throughout the process.

## **8 Software and Virtual Appliance Updates**

### **8.1 Software and Virtual Appliance Releases**

Calnex may periodically develop new Software releases for its Appliances and Virtual Appliances. These new releases will be provided to you under CSS at no charge provided that your Appliance supports the new release. In the event that updated Hardware is required, you may need to purchase new Hardware in order to obtain the release. New features or enhancements contained in new releases may be chargeable if not currently licensed on your System.

You may, at your discretion, decline to accept a release. In this case, Calnex may not investigate your request and/or may not implement any bug fixes or provide optional features or enhancements on your Software release.

### **8.2 How to Obtain the Latest Software or Virtual Appliance Release**

Calnex distributes Software and Virtual Appliance releases and supporting documentation through the Calnex Customer Portal. To request a login, please contact Calnex (see Section 6).

## **9 Hardware Warranty**

### **9.1 What This Warranty Covers**

Calnex warrants that each Hardware product that you purchase is free from Defects in materials and workmanship under normal use during the warranty period. During the warranty period, Calnex will repair any such Defects free of charge.

### **9.2 How to Obtain Warranty Service**

#### **9.2.1 Failure Investigation**

Any potential Hardware failure should be notified to Calnex or your Calnex Representative (see Section 6). The failure will then be investigated to confirm that this is a Hardware failure and that it is covered by CSS. The investigation may be carried out remotely in which case, you will be asked to provide local assistance. In addition, you may be asked to install new Software and / or third-party tools to facilitate the investigation.

#### **9.2.2 Hardware Repair or Replacement**

If you raise a Service Request and Calnex suspect that this indicates faulty product Hardware, the Hardware must be returned to Calnex for further diagnosis and repair. Calnex aims to complete repairs within 20 Working days from receipt at Calnex.

Hardware being returned must reference a Return Authorization Number that will be issued by Calnex. You are expected to pay for shipping to Calnex; Calnex will pay for the return shipment to you. Calnex will pay import duties and taxes to the UK for the returned instrument but is not responsible for import and export duties in your country. Please arrange payment of these duties and taxes in consultation with your Regional Calnex Representative.

## **10 Software Warranty**

### **10.1 What This Warranty Covers**

Calnex warrants that, during the warranty period, Software included with an Appliance and Virtual Appliances are free from **critical** Defects (see Section 7.3.3) that prevent correct operation of the System according to the published Specifications.

### **10.2 How to Obtain Warranty Service**

#### **10.2.1 Failure Investigation**

Any potential critical Software Defect should be notified to Calnex or your Calnex Representative (see Section 6).

The failure will then be investigated to confirm that it is caused by a critical Software Defect. The investigation may be carried out remotely in which case, you will be asked to provide local assistance. In addition, you may be asked to install new Software and / or third-party tools to facilitate the investigation.

#### **10.2.2 Critical Defect Resolution**

If the Defect is confirmed to be critical, the issue will be escalated to Calnex Engineering for resolution. Calnex will endeavour to resolve the issue and provide a new release to you as soon as is practical. This release may contain an interim solution which may be different to that implemented in the full release.

## **11 Renewal of Support Service**

All CSS Agreements last for the agreed contracted term from the date of product shipment. Calnex recommends that Customers with eligible products renew their CSS Agreement at the end of this term to ensure they receive access to the latest Software releases, technical support via the Calnex Customer Portal and their product remains under Hardware warranty (where applicable).

### **11.1 Eligibility for Renewal**

CSS may be renewed when required. However, Calnex reserves the right to:

- Require the System to be upgraded to supported Hardware and Software levels (i.e. the current release), **at the Customer's expense**, prior to renewal. Following this upgrade, the Customer will be eligible to participate in CSS following receipt of an order for CSS.
- Inspect the System to determine whether a Hardware upgrade is required.
- Inspect the System to ensure that it is functional.
- Decline a request for renewal.

If an inspection is required, this will be free of charge provided that an order for CSS is placed within sixty (60) days of such inspection; otherwise, you will be charged for the inspection at Calnex's then-current billable rates on a pro-rata basis.

### **11.2 How to Renew**

Prior to your CSS expiry date, you will receive a renewal reminder. You should then contact your Calnex Representative to arrange a renewal.

For renewals (that have not lapsed), the new CSS period begins on the expiry date of the previous CSS period.

### **11.3 Lapsed Support Service**

If your CSS has lapsed, then a reinstatement fee will be charged. The CSS start date will be the date specified on the re-instatement order.

Note: If you do not purchase CSS or your CSS has lapsed, you will no longer be entitled to warranty repairs. Depending on the Calnex product (see Section 4) you may not be entitled to Software upgrades. You will still be able to request support from Calnex or your Regional Calnex Representative. However, priority will be given to requests from Customers with valid CSS. Without a valid CSS Agreement Calnex is unable to provide commitments on response time for support. Reasonable effort will be applied to provide Support if, as and when time and resource allow.



# Other Terms and Conditions

In the event of a conflict between the terms and conditions outlined in this Agreement and your purchase order, the terms and conditions of this Agreement shall apply.

## 12 What Hardware Warranty Does Not Cover

This warranty does not cover the following:

- Uninterrupted or error-free operation of a product
- Loss of, or damage to, your data
- Loss of, or damage to, any products connected to this product
- Failure or damage resulting from neglect, misuse, accident, modification, improper installation, unsuitable physical or operating environment, natural disasters, fire, flood or lightning
- Power surges, or improper maintenance by you
- Damage caused by a non-authorized service provider
- Failure of, or damage caused by, any third-party products
- Damage to the unit due to inadequate ventilation or high ambient temperatures
- Failure to earth the product
- Any technical or other support, such as assistance with "how-to" questions and those regarding product set-up and installation

This warranty will become void by removal or alteration of identification labels on the product or its parts, opening of the product, failure to adequately ventilate the unit or operation in high ambient temperatures, connection of faulty devices or connection of devices that provide "Power over Ethernet" or "PoE".

## 13 What Software Warranty Does Not Cover

This warranty does not cover the following:

- Any Software Defect that does not prevent the use of the product as defined by the product Specifications
- Any Software Defect for which there is a work-around

## 14 General Exclusions

The CSS Agreement does not cover the following:

- Third-party software and hardware
- Training

## 15 Data Security / Recovery

Calnex will not be held responsible for any data corruption or loss (however caused) to any Software, Hardware, connected System or device as a result of the use and / or support of Calnex products, Software, services or support recommendations.

Calnex will only use any Customer data collected in dealing with Service Requests for the following purposes:

- Resolving the Service Request.
- Monitoring support performance

## 16 Subcontracting and Assignment

Calnex may elect to subcontract to third parties all or part of Calnex's service obligations under a CSS Agreement. However, Calnex will remain the responsible party.

## 17 Out-of-Scope Services

Calnex shall not be required to provide any on-site service on the System or any part of it or consultancy. Such services may be available as a charged service. You can discuss with your Calnex Representative. See Section 6.

## 18 End of Life

Calnex may decide when a product has reached End Of Life (EOL). From the EOL Date future development of the product will be for critical bugs only and it will not be available for general sale. At Calnex's discretion you

may be offered an upgrade as an alternative to a new release to fix a critical issue. Any existing CSS Agreements will not be affected. CSS renewals may still be available for some time after EOL.

Calnex will aim to provide 6-months' notice prior to EOL Date of any Calnex product. Notification of EOL and any upgrade or migration route will be sent to Calnex Sales and Calnex representatives and will also be available via Calnex website.

## 19 End of Support Service

Calnex may decide to designate a product or release as End of Support (EOS). Calnex will only support the most recent release for a product. After the EOS Date there will be no further support in the form of further development, patches or Fixes. You will not be able to renew CSS after the EOS Date.

Calnex will aim to give 12-months' notice for a product's EOS date.

You will still be able to request support from Calnex or your Calnex Representative for a product that is designated EOS, however, priority will be given to requests from Customers with valid CSS. Support provided to you will be on a best-effort basis with no response time commitment and with no possibility of request escalation.

Calnex recommend that you upgrade or migrate to a newer product or release.

## 20 Termination

This CSS Agreement may be terminated by either party giving written notice at least thirty (30) days prior to the expiration of the then current term of the Agreement. If you cancel CSS you will not be entitled to a refund for the remaining term period.

## 21 Additional Terms

- a. Calnex Support Services are non-transferable and services will only be provided to employees and/or agent of the purchasing organisation.
- b. Calnex reserves the right to change CSS policy and pricing from time to time. Such change in policy and pricing shall not affect services provided during the then current term of a CSS Agreement. Please go to the Support page on the Calnex website or contact your Regional Calnex Representative for the most up to date policy document.
- c. **LIMITATION OF LIABILITY:** IN NO EVENT WILL EITHER PARTY BE LIABLE TO THE OTHER PARTY FOR ANY INDIRECT, SPECIAL OR CONSEQUENTIAL DAMAGES INCLUDING WITHOUT LIMITATION LOST BUSINESS OR LOST PROFITS, WHETHER FORESEEABLE OR NOT, EVEN IF A PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES AND NOTWITHSTANDING ANY FAILURE OF ESSENTIAL PURPOSE OF ANY LIMITED REMEDY.
- d. **HARDWARE AND SOFTWARE WARRANTY:** THIS WARRANTY IS YOUR EXCLUSIVE WARRANTY AND REPLACES ALL OTHER WARRANTIES OR CONDITIONS, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OR CONDITIONS OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

## 22 Applicable Law and Dispute Resolution

This Agreement shall be interpreted according to the laws of Scotland and the parties submit to the exclusive jurisdiction of the courts of Scotland. All disputes arising out of or in connection with this warranty shall be heard within the courts of Scotland.



Calnex Solutions plc HQ  
Oracle Campus  
Linlithgow  
EH49 7LR  
United Kingdom

t: +44 (0) 1506 671 416  
e: [info@calnexsol.com](mailto:info@calnexsol.com)

**[calnexsol.com](http://calnexsol.com)**

Calnex Solutions plc NE-ONE  
Business and Technology Centre, Bessemer Drive  
Stevenage  
SG1 2DX  
United Kingdom

t: See Website [ne-one.com](http://ne-one.com)