FUJITSU

Data Sheet: FUJITSU ServiceContract
for Fujitsu SPARC M12, Fujitsu M10
and Oracle SPARC Servers

Maintenance and Support Services for Server Hardware and
Oracle Solaris Operating System – backed up by Oracle's Premier Support Services for Systems

INTRODUCTION

With Fujitsu ServiceContract for Fujitsu SPARC M12, Fujitsu M10 and Oracle SPARC Servers, Fujitsu provides maintenance and support for the server hardware and the Oracle Solaris operating system including the elimination of hardware faults by repair or replacement, technical support and software updates. The contracted support services are delivered for the products listed in the Service Schedule.

This data sheet describes the contractually relevant terms and conditions for the maintenance and support services.

The use of remote access methods is important for efficient service delivery and strongly recommended to achieve the service level targets.

CONTRACT MODEL

Fujitsu ServiceContract for Fujitsu SPARC M12, Fujitsu M10 and Oracle SPARC Servers is a product-related service contract with a fixed service period (usually 12 months) supplementing the warranty for the contracted hardware product. The service period begins, if not otherwise agreed, on the exact date when the corresponding hardware product is delivered to the end customer. The service is provided based on a once-only payment to be paid in advance when the ServiceContract is purchased.

Fujitsu ServiceContract for Fujitsu SPARC M12, Fujitsu M10 and Oracle SPARC Servers must be purchased together with the product. On expiry, the service period can be extended (until the declared end-of-service for the respective product) by purchasing a corresponding follow-on ServiceContract for 12 months. Should the service be contracted at a later time, Fujitsu reserves the right to check the serviceability for that product before the start of the contract and, if feasible and where necessary, will establish such serviceability in agreement with the customer and at the latter's costs. In this case, for the period from product delivery until the start of the contract an increased service fee will be due.
The same applies for contract renewals that do not extend the service period seamlessly.

System upgrades that are purchased and installed during the service period require an additional, separate ServiceContract that will be integrated when it comes to the next renewal of the ServiceContract for the server.

Services in detail

PRODUCT RANGE
The following applies to the hardware of the Fujitsu SPARC M12-series, Fujitsu M10-series, and Oracle SPARC T-, S- and M-series models; as well as the Oracle Solaris operating system on such servers.

OUR SERVICE OFFERING
- **Call acceptance**

Call acceptance	To get in contact with Fujitsu Support please see support.ts.fujitsu.com

When the call entitlement and pre-clarification phase has been successfully concluded, the fault is accepted, a reference number is assigned and the fault is then processed according to the defined service level. The measurement of the contracted onsite response or recovery times starts with the confirmation of an incident by the Help Desk.

The customer must specify the serial number for the device concerned.

- **On-site service**

Depending on the severity level, Fujitsu will respond to a fault call or even start to repair the faulty product within a defined time frame. The service is delivered during the contracted service time.

- **Problem analysis and error elimination**

If required, a specialist directly liaises with the customer in order to provide the user with telephone support or, in a problem situation, to carry out diagnostics.

As a result of analyzing the technical problem, the error is eliminated if possible remotely and/or if necessary, by a service engineer on-site. In case of hardware component failure, the operability of the hardware is recovered by replacing the faulty part. The proper functionality of the hardware will be verified. In case of software problems, the respective error correction will be identified and a solution to circumvent or solve the problem is proposed, as available.

- **Release maintenance: Solaris upgrades**

A software upgrade constitutes the enhancement in performance of two consecutive versions of a software product. On request Solaris upgrades will be provided if they are released for the applicable hardware platform.

- **Access to Oracle's online resources**

Customers can benefit from the outstanding web-based support services provided by Oracle for their Premium Support Service Customers – My Oracle Support: https://support.oracle.com/
- Access to patches and updates
- Knowledgebase
- Product documentation

SERVICES NOT INCLUDED IN THE SCOPE OF SUPPORT (EXCLUSIONS)
The contractually agreed support services do not include the backup or installation of the application software or the system and user data.
The regular and full data backup, including application and operating system software, is the sole responsibility of the customer.

REMOTE SERVICE
As part of the Support Services, Fujitsu provides reliable remote access functions which support fast and efficient fault diagnosis and, if necessary, eliminate errors. Remote access to a customer system is only carried out with the customer's approval which can be granted generally or on a case-by-case basis; it usually requires Internet access.
The following measures are usually taken, in addition to the support by telephone:
- Connection via remote support technology
- Fault diagnostics
- Evaluation of the error or message files
- Error elimination or workaround (if possible)
- Check of software and, if necessary, transfer of patches
- If required, system restart, error diagnostics
- If required, system reboot

PREREQUISITES
The following prerequisites apply for the service contract. Should one or more of the prerequisites not be met, the services described may, if and where inhibited, only be provided in a restricted manner or even not at all.

- **Remote access**

If the customer does not wish to allow any remote access or this cannot be configured for some other reason, the contractually agreed service levels cannot always be met in all situations. In this case, the customer might be requested to support the transfer of diagnostic data or error corrections by other electronic methods.

- **System changes**

The Fujitsu ServiceContract services can only be provided when the customer notifies the contractor immediately in writing of all IT hardware modifications (e.g. configuration changes) and when they are included in the existing contract. In case of a hardware expansion, these expansions also require additional coverage by a ServiceContract.

LIMITED SUPPORT FOR AGED SYSTEMS (5 YRS AFTER ORACLE LAST SHIPMENT DATE)
The services as described in this Data Sheet can be provided for the whole lifetime of an individual system. Nevertheless, the Customer acknowledges and agrees that as of 5 years from the Oracle Last Shipment Date as determined for the specific system type (hereafter: "Aged System"), the Onsite Response Times as detailed below may be delayed and in individual cases it may occur, that for such Aged Systems some spare parts are no longer available. With regard to Services for such Aged Systems, Contractor therefore hereby explicitly disclaims any and all responsibility and/or liability in case Onsite Response Times for Aged Systems are not met as well as for any failure to provide the required spare parts for such Aged Systems and for any other hindrances in the services not caused by Contractor. The applicable Oracle Last Ship Dates are set by Oracle and are described at MyOracleSupport in "System Handbooks", EOL Systems -List of Supported Oracle Hardware (With Last Ship Dates Announced).

ADDITIONAL TERMS

The services provided hereunder include the terms and conditions defined by Oracle in the "Oracle Technical Support Policies" in effect at the time the service is ordered. This policy may be accessed at http://oracle.com/contracts. The policy is subject to change at Oracle's discretion.

Any patches, bug fixes or other updates made available as part of this service (provided by Fujitsu or accessible at Oracle's web-based services) will be provided under the terms of the End User Agreement (OLSA) under which the Server was acquired.

Customers may receive technical support information directly from Oracle.
Customers are not allowed to create service requests directly with Oracle, neither in their Support System nor by calling Oracle directly.

To the extent permitted by applicable law, Oracle's liability for
- any damages, whether direct, indirect, incidental, special, punitive, or consequential; and
- any loss of profits, revenue, data or data use, arising from the use of the technical support services, shall be excluded.

The customer has to comply fully with all relevant export laws and regulations of the United States and other applicable export and import laws to assure that neither the service deliverables, nor any direct product thereof, are exported, directly or indirectly, in violation of applicable law.

Oracle is a third party beneficiary of this service agreement between the customer and Fujitsu: this shall mean that Oracle has the right to directly enforce performance of the respective customer's duties and obligations under this support agreement to Fujitsu, and pursuant to such right, may directly sue the customer to enforce any claim for breach of this support agreement by the customer. The rights of Oracle to enforce the obligations of the customer under this support agreement shall be subject to any defense that the customer may have against Fujitsu. However, Oracle shall not be required to perform any obligations or incur any liability.

Fujitsu may terminate this support agreement with the customer with immediate effect if Oracle terminates its partner agreements with Fujitsu for cause.

Tools license

Fujitsu may ask and the supported customer can agree to use Oracle Connection Tools. Such tools are designed to support the service delivery process and to improve system availability.

The supported customer is obliged to comply fully with all relevant export laws and regulations of the United States and other applicable export and import laws to assure that the tools or any direct product thereof are not exported, directly or indirectly, in violation of applicable laws.

LEGAL INFORMATION / GENERAL TERMS AND CONDITIONS

The product, delivery and service features described above include a final list of the features of the subject of the contract and do not represent a guaranteed quality or declaration thereof in the eyes of the law.
In addition to this data sheet, the following general business terms and conditions of Fujitsu Technology Solutions in the respective local version apply
(see http://www.fujitsu.com/fts/services/support/hardware-maintenance/pss.html):
- "Local terms for Support Services Hardware & Software"

In case of a contradiction between the terms and conditions and the terms of this data sheet, the terms of this data sheet shall prevail.

The tools are designed to collect technical information regarding the configuration and the performance of the supported server (collectively, "configuration data") and forward the configuration data to Oracle. The tools will not access, collect or store any personally identifiable information (with the exception of a local contact name in case of problems with the transmission of configuration data) or business data files. The customer may not modify the tools nor may the customer use the tools to collect data other than the configuration data that the tools are configured to collect.

Once configuration data is sent to Oracle, it is stored in password-protected repositories under the customer's support identifier and is used to assist in resolving service requests and other issues with the programs and/or hardware, to provide recommendations regarding configuration and/or deployment of the programs and/or hardware, and for product and service planning purposes. In addition, because the information provided will be current, it may also be used by Oracle to assist the customer in managing the Oracle product portfolio of the customer, for license and services compliance and to enable Oracle to improve upon and/or recommend new product and service offerings to the customer. In the event that Fujitsu needs access to the customer's configuration data, the customer shall grant Fujitsu access to their CSI via the Oracle support system. In the event that Fujitsu configures the tools to store the configuration data under its CSI then the customer shall give written consent and acknowledgement that the customer will not have access to its configuration data. Oracle will comply with its privacy policy in effect as services are performed, which is available at http://www.oracle.com/html/privacy.html.

The customer is obliged to use the tools solely in support of the covered hardware system. The right of the customer to use the tools will terminate upon termination or expiration of the related service contract.

Oracle is a third party beneficiary of this tools license section in the meaning as described above.
However, Oracle does not assume any obligations hereunder.

Fujitsu does not warrant that the tools are the most recent version(s), that the tools are error free, that the tools will work without interruption, or that the tools are completely secure. Fujitsu does not provide any other warranties, whether expressed or implied in law, including the implied warranties of merchantability or fitness for a particular purpose.

Service Level Details

Service time	24x7 Monday – Sunday including public holidays, 24 hours
Remote response time Severity 1 Severity 2 und 3	 30 min 1 hour
On-site response time* Severity 1 Severity 2 Severity 3	 2 hours – max. 40 km from designated Oracle service location 4 hours – max. 80 km from designated Oracle service location Next day – greater 80 km from designated Oracle service location 4hours – max. 40 km from designated Oracle service location Within one business day – max. 80 km from designated Oracle service location Next business day – greater 80 km from designated Oracle service location Next business day
Recovery time	Not granted in general Possibility to agree on a customer/project-specific base for additional fee

* On-site response time is the target time starting from the point in time when Fujitsu determined that onsite support is appropriate to solve the incident.

Severity definitions
■ Severity 1
Complete loss of service. Productive use of the covered hardware system is stopped or severely impacted. The operation is mission-critical to the business and the situation is an emergency. A Severity 1 service request has one or more of the following characteristics:
  ■ Data corrupted
  ■ A critical documented function is not available
  ■ System hangs indefinitely, causing unacceptable or indefinite delays for resources or response
  ■ System crashes, and crashes repeatedly after restart attempts
  ■ System functionality failure causes data loss or renders system unstable
  ■ System malfunction causes mission-critical applications to restart, hang, or suspend

■ Severity 2
Severe loss of service. Important features are unavailable with no acceptable workaround, impaired or broken functionality with significant impact to applications, and/or frequent application failure but not data loss; however, operations can continue in a restricted fashion.

■ Severity 3
Minor loss of service. The impact is an inconvenience, which may require a workaround to restore functionality.

More information

Fujitsu products, solutions & services	More information	Copyright

Products
In addition to Fujitsu Support services, Fujitsu SPARC M12, Fujitsu M10 and Oracle SPARC Servers, Fujitsu provides a range of platform solutions. They combine reliable Fujitsu products with the best in services, know-how and worldwide partnerships.

Fujitsu Portfolio
Built on industry standards, Fujitsu offers a full portfolio of IT hardware and software products, services, solutions and cloud offering, ranging from clients to datacenter solutions and includes the broad stack of Business Solutions, as well as the full stack of Cloud offering. This allows customers to leverage from alternative sourcing and delivery models to increase their business agility and to improve their IT operation's reliability. Computing Products
www.fujitsu.com/global/products/computing/

Software
www.fujitsu.com/software/

To learn more about Fujitsu SPARC M12 and Fujitsu M10 Servers, please contact your Fujitsu sales representative or Fujitsu Business partner, or visit our website.
www.fujitsu.com/sparc

Fujitsu green policy innovation

Fujitsu Green Policy Innovation is our worldwide project for reducing burdens on the environment. Using our global know-how, we aim to contribute to the creation of a sustainable environment for future generations through IT.
Please find further information at
www.fujitsu.com/global/about/environment