



ObjectMatrix

SUPPORT PROCESS AND SERVICE LEVEL AGREEMENT SLA-SWHW-19-5

Our Commitment

These Agreements represent our commitment to provide the customer with the information technology products and services needed to help them perform and reach their business goals and objectives.

Services - Overview

These Agreements describe Object Matrix's commitment to provide the following support services:

- MatrixStore Cluster Server software support
- MatrixStore Client Software Tools (as supplied by Object Matrix) support
- MatrixStore Hardware support

Hours of Helpdesk Coverage

SLA type	Helpdesk Hours	Helpdesk Days
Onsite or Remote	9AM - 5.30PM UK time	Working days*
24/7	24 hour	Year round
<i>(custom SLA options available on request)</i>		

* See "Working days" definition.

HELPDESK HOTLINE	+44 2920 382308
OUT OF HOURS SUPPORT (only available with 24/7 support)	+44 161 922 8507
EMAIL HELPDESK SUPPORT	support@object-matrix.com
Website	support.object-matrix.com/support/home

Why Take Software Support from Object Matrix?

Please see “support service definitions, details and limitations” for the contractual terms.

Object Matrix wishes you to get the best experience possible from the identified Object Matrix supplied solutions. When taking software support Customers receive:

1. All software upgrades including new versions/features/bug fixes
2. Remote help with client software installation and setup - including (on request) the creation of one customised metadata entry form in DropSpot per annum
3. Telephone software support (UK working hours)

Warranty support provides for bug fix support only via email.

Why Take Hardware Support from Object Matrix?

Please see “support service definitions, details and limitations” for the contractual terms.

Remote hardware support is available worldwide. Customers purchasing remote hardware support receive:

1. Advanced hardware replacement where hardware is under warranty (see Appendix A for warranty length). Broken parts must still be returned. Freight will optionally be charged.
2. Remote hardware problem diagnosis.
3. Remote hardware engineer support during the fitting of those components

Onsite hardware support (UK only) means that when a hardware fault is remotely diagnosed, whenever required, Object Matrix will, subject to agreement with the Customer, arrange an onsite visit of a Certified Engineer to perform the hardware fault fixes.

24/7 Support from Object Matrix

Please see “support service definitions, details and limitations” for the full contractual terms. 24/7 is subject to bespoke contract and provides a 24/7 hotline number.

Object Matrix Support: How it works

Please see “support service definitions, details and limitations” section below for the support procedure.



ObjectMatrix

Software Support

	Warranty	Remote	24/7
Use of website help forums	•	•	•
Notification of relevant upgrades	•	•	•
Critical software updates	•	•	•
Working hours helpdesk		•	•
24/7 helpdesk			•
All software updates to purchased modules included free of charge		•	•

Hardware Support

	Warranty	Remote	Onsite	24/7
Use of website help forums	•	•	•	•
Notification of relevant upgrades	•	•	•	•
Critical software (firmware) upgrades	•	•	•	•
Working hours helpdesk for problem diagnosis and remote engineer support		•	•	•
24/7 helpdesk				•
Replacement parts (whilst in contract)	•	•	•	•
Replacement parts advanced shipping		•	•	•
UK Onsite support			•	•

Service descriptions are described below.

SUPPORT SERVICE DEFINITIONS, DETAILS AND LIMITATIONS

Application of these terms

The Customer is the user of the Object Matrix software and hardware. This Service Level Agreement (“SLA”) is between Object Matrix and the customer purchasing support services from Object Matrix under this SLA (the “Customer” or “you”).

This SLA governs the terms on which Object Matrix provides the support services described herein to you. **By submitting a support case to Object Matrix under this SLA or otherwise engaging Object Matrix’s services as set out in this SLA you agree to all of the terms set out herein. If you do not accept and comply with these terms you may not engage Object Matrix to provide support services to you.**

Definitions

Critical Issue	Any issue that concerns data loss or general unavailability of the cluster to all users. This excludes issues that lie outside the Customer’s System (e.g., a customer network switch issue or a customer power supply issue).
Critical Update	Any update, upgrade, new release, new version, system patch or similar which is deemed by the Object Matrix, acting in its ultimate discretion, to be crucial for the continued proper, secure and/or error-free operation of the relevant software and/or equipment (as the case may be)
Customer’s System	Software and hardware provided by Object Matrix directly or indirectly to the Customer either by way of sale or service.
Data Protection Laws	The Data Protection Act 1998 and all other applicable legislation implementing European Community Directives 95/46, 2002/58 and 2009/136, and any subsequent legislation in relation to the protection of personal data including any similar or equivalent legislation in any other relevant jurisdiction
UK working hours	9am - 5.30pm UK time on a Working day.
Non-Critical Issue	Any issue that is not a Critical Issue but lies within the Customer’s System.
Parties	Object Matrix and the Customer and “party” refers to either of them
Registered Customer Users	Identified Customer Employees defined in Appendix B or as agreed in writing from time to time with the Object Matrix support team.
Working day	A day other than a Saturday, Sunday or bank holiday in England and Wales
Working hour	A full hour during a Working day.

Support Term and Renewal

Unless otherwise stipulated on the purchase order or invoice for support the term of support provided under this SLA shall be for one year from the date when the items ordered hereunder are delivered.

Support must be renewed on a yearly basis, starting from the day after the previous support contract has ended, in order for support to be maintained. Payment for support renewal must be received within 30 days of the end of the previous support contract. If support is not maintained Object Matrix retains the right:

1. Not to provide support outside of statutory rights required by law
2. To refuse a new support contract being taken (on any MatrixStore equipment or software that has been out of support for any period)
3. To charge a 25% premium on support costs starting from the date that the support renewal should have started from
4. To limit any applicable warranty period in accordance with Appendix A

Object Matrix maintains the right to update this support agreement upon renewal.

Standard Support Process

Inside of normal UK working hours, if you have a support case:

1. IF THE SYSTEM WAS PURCHASED VIA A RESELLER CONTACT YOUR RESELLER
Your reseller can quickly and efficiently solve most support issues.
If your reseller cannot solve the issue then you may contact Object Matrix (or your reseller may contact Object Matrix on your behalf).
2. LOG THE ISSUE AT: <http://support.object-matrix.com/support/home>
This allows you to enter full issue details as well as to search our FAQs for answers to common support answers and benefit from the best SLA response times. You may alternately elect to email the issue to support@object-matrix.com, which will create a ticket in the support system for you. At this stage the issue will have been logged.
3. Call the Object Matrix support hotline
Once the support case has been logged Registered Customer Users may call the Object Matrix support hotline.

Once a support issue has been logged, then the issue will be considered live. Please note that if the issue has not been logged (e.g., if it was only phoned in) then the issue will not be considered live until it has been logged.

24/7 Support Process

24/7 Support is only available to customers who have purchased 24/7 support. The Purchase Order must state that 24/7 support is to be included.

Where a Customer has purchased 24/7 support and a support incident occurs outside of normal UK working hours:

1. Please check the support website at <http://support.object-matrix.com/support/home> to see if

there is a quick resolution to your problem.

2. Log unresolved issues at <http://support.object-matrix.com/support/home> including screenshots and log files where appropriate, and:
 - a. For **NON-CRITICAL ISSUES** please wait for the next Working Day
 - b. For **CRITICAL ISSUES** Registered Customer Users may call **0161 922 8507**. The person receiving the call will need to know basic details: your name, your organisation, your callback telephone number and your email address. Note that only Registered Customer Users can call 0161 922 8507.

Once a support issue has been logged either via email to support@object-matrix.com or via the support website, then the issue will be considered live. Please note that if the issue has not been logged (e.g., if it was only phoned in) then the issue will not be considered live until it has been logged.

Notification of Relevant Software Upgrades

All Customers with active warranty or support agreements shall be notified (by email, phone and/or Object Matrix blog postings) when software upgrades are available. This will include notification of Critical Updates.

Critical Updates must be installed by the Customer in order to maintain warranty / SLA conditions. If the Customer fails to allow or implement a Critical Update then Object Matrix reserves the right to withdraw support of the relevant software and/or equipment to which the Critical Update relates and any continued use of the same by the Customer shall be entirely at the Customer's own risk.

If the Customer System is provided as a service by Object Matrix then Object Matrix reserves the right to install Critical Updates even if that Critical Update results in service downtime.

Customers of software support are eligible to receive online support for software upgrades or patches.

Customers of onsite hardware support are eligible to receive onsite updates of critical hardware firmware upgrades but only where those updates and upgrades cannot reasonably be performed remotely.

Working Hours Helpdesk

All Customers with active support agreements are entitled to telephone helpdesk support according to the "Hours of Helpdesk Coverage" section on the first page of this contract.

For All Hardware Support

Most non-critical hardware issues are resolvable remotely and the standard procedure below will be followed.

Standard procedure:

- Customer logs a support case with Object Matrix under the "Standard Support Process" or "24/7 Support Process" sections above (as applicable)
- Agree with the Object Matrix engineer that there is a hardware issue.
- On request provide remote access to the cluster for the Object Matrix engineer.

- The Customer is always responsible for the safe return to Object Matrix of the broken part. Failure to return a broken part in a reasonable time frame or in appropriate packaging may result in being invoiced for the full current Object Matrix price list value of the part.
- Object Matrix will provide remote or onsite support for the fitment of the replacement parts (depending on support level taken). Under no circumstances should the Customer or anyone appointed by the Customer attempt to fit a replacement part without direct support and permission from Object Matrix.

Please note:

1. In the case of disk failure on a RAID6 array, the issue is generally deemed as a “non-critical issue” and Object Matrix will endeavor to ship a replacement disk within 5 Working days.
2. Object Matrix maintains a good stock of parts for nodes, but in the event that spare parts cannot be obtained for a broken piece of hardware in an acceptable time period for the customer, Object Matrix reserves the right to switch out the part or the entire node with a replacement part or node of a similar age or newer.

*See Appendix A for applicable Warranty for period within which replacement hardware components will be sent free of charge.

UK Onsite Hardware Support

If a problem is unresolvable remotely Object Matrix will agree a time to visit the Customer site or the site where the site is being provided from.

Where support is required due to a Service Exclusion Event, Object Matrix may also charge for the engineer’s time, travel and subsistence.

Please note that site visit is by mutual agreement.

Remote Service Monitoring

Where a Customer purchases Remote Service Monitoring from Object Matrix the service that monitors the customer cluster must have access to the internet in order to be able to communicate service statuses to the Object Matrix Support team.

All Software Updates to the Purchased Modules are included Free of Charge with Extended Software Support

Purchasers of software support are entitled to receive new versions of software (including non-critical versions) for their purchased software modules without charge.

Remote Hardware Support

Remote Hardware Support is available during the defined “Hours of Helpdesk Coverage”.

Customers of remote hardware support are entitled to remote hardware problem diagnosis and advanced replacement of hardware components diagnosed as faulty by Object Matrix. For problem diagnosis Object Matrix reserves the right to demand remote access and to have the help of the Customer to perform the instructions given by the Object Matrix approved engineer. Should a persistent problem not be diagnosable remotely then Object Matrix reserves the right to have the faulty component (e.g., node) returned to Object Matrix’s headquarters for local problem diagnosis at the Customer’s expense.

Following problem diagnosis Object Matrix will supply replacement parts. Reasonable freight SLA

charges of the faulty parts to the Customer may be charged where the Customer is outside of the UK.

UK Onsite Hardware Replacement

As an extension of Remote Hardware Support, UK Customers can purchase onsite support from Object Matrix. If UK Onsite Hardware Replacement is purchased then the Customer can request that the Object Matrix Support team visit the Customer site to perform any Hardware replacement.

Warranties

Hardware parts have a warranty period as stated in Appendix A. Software parts are warranted for bug fixes for 90 days. Hardware warranty covers the supply of warranted parts to the Customer or the Reseller (at the choice of Object Matrix). Hardware warranty does not cover support for fitting the replacement parts (either remote or onsite). For a customer using Hardware warranty, parts must first be returned to Object Matrix before a replacement part is supplied.

Object Matrix's Obligations, Limitations and Service Exclusion Events

Subject to the exclusions set out in the "Service Exclusions" section below, Object Matrix warrants and represents to Customer that Object Matrix has the right, power and authority to enter into this SLA and that the services provided hereunder shall be performed:

- so as to conform with all statutory requirements and applicable regulations relating to the Services;
- in such a way as not to cause any fault or malfunction in any related software, equipment or system of the Customer; and
- in such a way as not to cause any interruption to the business processes of the Customer (other than any agreed and unavoidable interruption which is required in order to perform the Services in a proper and efficient manner).

Subject to the exclusions set out in the "Service Exclusions" section below, Object Matrix shall reasonably attempt to provide each Service (including service support agreements):

- to the Customer as specified in this SLA; and
- in accordance with service standards and response times set out in this SLA.

All other warranties and representations as to the Services, whether statutory or implied, are (unless specifically confirmed by Object Matrix in writing) hereby expressly excluded to the fullest extent permitted by law.

If Object Matrix fails to respond to a support request in accordance with the timings set out in the "SLA Response times for standard support process" and "SLA Response times for 24/7 Support Process" sections above, Object Matrix shall apply the service credits set out in the table below (the "Service Credits") as a deduction against the stated proportion of the Customer's future SLA charges.

If there will not be a next invoice (e.g. if the SLA is due to terminate and will not be renewed) then any relevant Service Credit will be paid to Customer as a refund.

SLA Response Times and Remedy if SLA Response Time is Not Met

Service Type	Service Level Description	Service Level	Service Credit for failure to meet service level
<u>Standard service</u>	Issue registration and ticket and initial priority assignment	4 Working hours	1 day Service Credit per hour of delay to a maximum of 7 days Service Credit within any one year.
	Attempted fault diagnosis and/or level 1 fixes	For non-low priority tickets, 1 Working day	1 day Service Credit per day of delay to a maximum of 7 days Service Credit within any one year.
	Site Visit (if applicable)	<ul style="list-style-type: none"> • 1 Working day where loss of data access is suffered and site visit is agreed • 3 Working days where no loss of data access is suffered and site visit is agreed 	1 week of Service Credit per day of delay to a maximum of 4 weeks Service Credit within any one year.
	Ship spare parts (if applicable)	<ul style="list-style-type: none"> • Next Working day where loss of data access is suffered • 5 Working days where no loss of data access is suffered 	1 week of Service Credit per day of delay to a maximum of 4 weeks Service Credit within any one year.

Service Type	Service Level Description	Service Level	Service Credit for failure to meet service level
<u>24/7 Service</u>	Issue registration	1 hour	1 day Service Credit per hour of delay to a maximum of 7 days Service Credit within any one year.
	Support engineer call back	4 hours	1 day of Service Credit per 4 hours exceeding to a maximum of 7 days Service Credit within any one year.
	1 st / 2 nd Level onsite for Critical Issues	Next Day	1 week of Service Credit per day of delay to a maximum

			of 4 weeks Service Credit within any one year.
	3 rd Level support for Critical Issues	1 Working day	1 week of Service Credit per day of delay to a maximum of 4 weeks Service Credit within any one year.
	Non-Critical Issues (where no loss of data access is suffered)	3 Working days	1 day of Service Credit per day of delay to a maximum of 7 days Service Credit within any one year.

The Service Credits above shall be the Customer’s sole remedy for Object Matrix’s failure to provide a service under this SLA in accordance with the applicable service level unless otherwise specified in an appendix.

Service Exclusions

Regardless of the rest of this SLA, Object Matrix shall never be liable to Warrant nor provide any Service in any of the following cases:

1. any “Service Exclusion Events” (see below); or
2. Due to Customer failing to provide remote access that could have allowed Object Matrix to make remote diagnosis and/or timely solution of the problem; or
3. The Customer having any monies owing to Object Matrix or its resellers for any MatrixStore related hardware, software, support or services.

The “Service Exclusion Events” are:

- Appropriate contact details have not been maintained by the Customer with Object Matrix or contacts via given details are not replied to;
- A failure or fault of the Customer’s System or application, e.g., any hardware or software within the Customer’s System not directly supplied or supported by Object Matrix or any telecommunication links (e.g., VPN or Internet) between the Customer’s System and the Object Matrix System supplied by the Customer or by a 3rd party;
- **A failure or fault of any part of the Customer’s System following any alteration, substitution, modification or update of the Customer’s hardware not directly authorised in writing by Object Matrix;**
- A failure caused by the Customer failing to keep the Customer’s System within the temperature range of 5C to 24C, a failure to the Customer’s System caused by an interrupted power supply where a maintained UPS is not present, or a failure of Customer’s Equipment caused by water damage, explosion or any other external factor that causes physical hardware damage;
- Customer induced or attributed failure; or,
- Force Majeure (see below); or,
- Suspension of the Support in accordance with the terms of this SLA or any applicable sales agreement relating to the relevant software or product, or due to unpaid monies owing.

Furthermore, any period of time in which the Customer fails to provide remote access to the Object Matrix Support team shall not be counted in the response time.

Object Matrix shall never be liable to support the Customer's network setup or client machines (e.g., operating system version upgrades, etc).

Dispute Resolution

If there is a dispute between the parties in relation to any matter under this SLA, the parties' respective Account Managers shall try to resolve any such dispute in accordance with the following:

An issue can be escalated outside of the normal course of action described above in the following circumstances:

1. Time targets mentioned in this document are not met
2. There is a dispute about whether a site visit is required or not
3. There is a dispute about whether a Support Case should have been closed
4. Any other issue of dispute between the parties over hardware or software support

Object Matrix may create or escalate a support case if:

1. Object Matrix believes data loss is a possibility due to circumstance or customer actions
2. Actions of the Customer IT team are delaying Object Matrix from achieving its stated time targets
3. Object Matrix believes there will be significant period of the MatrixStore cluster being offline
4. Any other issue of dispute between the parties over hardware or software support

When a party determines that an Escalation has arisen, that party shall notify the other party via email, and the respective Account Managers of each party may contact one another (the "First Escalation").

If, in the First Escalation, the parties' Account Managers fail to resolve the issue within 15 Working Days then either may refer the dispute to their Managing Director who may consult with their respective counterpart. If the Customer's and Object Matrix's Managing Directors fail to resolve a Critical Issue referred to them within 15 Working Days of such referral then either party shall have the option of commencing litigation in accordance with the "Governing law and jurisdiction" section below.

Limits on Liability

1. Save as aforesaid and subject to Section 6 of the Unfair Contract Terms Act 1977 and with the exception of those implied by Section 12 of the Sales of Goods Act 1979 all conditions and warranties whether express or implied by Statute or Common Law and whether oral or written are (unless specifically confirmed by the Seller in writing) excluded and negated.
2. The liability of either party in connection with this Agreement (whether based in contract, tort (including liability for negligence), misrepresentation, warranty or any other legal or equitable grounds) shall in all cases, be limited to direct damages suffered by the affected party. Under no circumstance shall such liability exceed the value of the goods purchased within this Purchase agreement that has given rise to the damages. This maximum will apply to any event or series of events occurring during any anniversary of this Agreement.
3. Where an Object Matrix software package being installed contains its own license agreement that license agreement including Liabilities and Indemnities contained therein shall always take precedence over this agreement whenever Liabilities and Indemnities are related to that software directly or indirectly.

4. In no event will either party have any liability for loss of profits, consequential, collateral, special, incidental or indirect damages (such as, without limitation, loss of revenue, loss of data, loss of use, loss of goodwill, or interruption of service) or any punitive or exemplary damages.
5. Neither party excludes or restricts liability for death or personal injury caused by its negligence.
6. Each party (the "Indemnifying Party"), where applicable, shall, at its expense, pay, defend, indemnify and hold harmless the other party and its officers, directors, employees and agents (the "Indemnified Party") for, from and against, any and all reasonable costs, expenses (including, without limitation, reasonable legal fees), liabilities, claims, proceedings, damages and losses, as incurred, howsoever arising from or in any way connected with:
 - i) Any claims from the Indemnified Party's customers, such customers' customers and/or end users in relation to the Services; or
 - ii) Any act or omission of the Customer, its agents, customers, customers' customers or end users which violates any applicable law or the Intellectual Property rights of any person, firm, company or other third party.

The above limits on liability shall not limit either party's financial liability for any indemnities provided by either party under this SLA. In respect of any indemnity given by either party under this SLA, the party which receives the benefit of the indemnity shall take all reasonable steps so as to reduce or mitigate the loss covered by the indemnity.

The parties agree that the limitations on liability in this SLA are reasonable given their respective commercial positions and ability to purchase relevant insurance in respect of risks under this SLA.

Termination

Object Matrix, may without prejudice to its other rights and remedies, give written notice to the Customer to terminate this SLA if:

- The Customer is in material or persistent breach of any of its obligations under this SLA and, if that breach is capable of remedy, the Customer has failed to remedy that breach within 15 Working days after receiving written notice requiring it to remedy that breach; or
- The Customer is unable to pay its debts (within the meaning of section 123 of the Insolvency Act 1986) or becomes insolvent or an order is made or a resolution passed for the administration, winding-up or dissolution of the other (otherwise than for the purposes of a solvent amalgamation or reconstruction) or an administrative or other receiver, manager, liquidator, administrator, trustee or similar officer is appointed over all or any substantial part of the assets of the other or the other enters into or proposes any composition or arrangement with its creditors generally or any analogous event occurs in any applicable jurisdiction

In the event of termination of this SLA for any reason, each party shall within ten (10) Working days of such termination return (or, at the other party's option, destroy) all the other party's Confidential Information in its possession or under its control and all copies of such information.

Force Majeure

For the purposes of this SLA, the expression "**force majeure**" shall mean any events, omissions, occurrences or non-occurrences beyond either Party's reasonable control including without limitation any act of God, flood, drought, lightning or fire, the act or omission of Government or highways authorities not within the control of the party claiming the benefit of force majeure, acts by other telecommunications operators or administrations or other competent authority not within

the reasonable control of the party claiming the benefit of force majeure, war, military operations, acts of terrorism or riot.

Neither party shall be liable to the other for any loss caused to or incurred by the other party by reason of any failure or delay in the performance of its obligations in this SLA (other than payment obligations) which is due to force majeure.

If either party becomes aware of circumstances of force majeure which give rise to or which are likely to give rise to failure or delay on its part in performing its obligations in this SLA, it shall immediately notify the other and shall inform the other of the period during which it is estimated that such failure or delay shall continue. If the cause of force majeure continues for a period of three months, the other party shall have the right to terminate the Agreement.

Support Level Agreement Scope

Unless otherwise specified on the applicable purchase order or invoice, support services provided by this SLA shall apply only to the Services ordered on the same purchase order or invoice and that are supplied by Object Matrix or its Resellers.

Data Protection

“Personal data”, “data”, “data subject” and “processing” have the meanings given to them in the Data Protection Act 1998 unless otherwise stated.

Each party must comply with all Data Protection Laws that apply to it in relation to any personal data processed in connection with this SLA (“Protected Data”).

Without prejudice to the generality of the above, in respect of Protected Data disclosed to Object Matrix in connection with this SLA (and whether disclosed by Customer, data subjects or otherwise), Object Matrix must ensure that, where it processes such Protected Data as a data processor on behalf of Customer as data controller (and without limitation to any other confidentiality or other restrictions on its use of information), it:

- only processes the Protected Data for purposes notified to it by Customer consistent with the terms of this SLA and/or the relevant data subjects; and
- maintains appropriate technical and organisational measures (including appropriate policies communicated to employees, management and review of ongoing compliance and effective security measures):
 - to prevent any unauthorised or unlawful processing of the Protected Data; and
 - to guard against accidental loss or destruction of, or damage to, the Protected Data.

Each of Object Matrix and the Customer (the “Indemnifier”) hereby indemnifies the other of them from and against all losses, costs, awards, liabilities and expenses which the other of them may incur or suffer as a result of or arising from any breach by the Indemnifier of its obligations under this clause.

Each party will establish and maintain adequate security measures to safeguard information and data of the other party in its possession from unauthorised access and copying.

General

This SLA and any documents referred to herein together contain the whole agreement between the parties relating to its subject matter and supersede any prior agreements, representations or understandings between them unless expressly incorporated by reference in this SLA. Each party acknowledges that it has not relied on, and shall have no remedy in respect of, any representation
SLA

(whether innocent or negligent) made but not expressly embodied in this SLA. Nothing in this clause limits or excludes any liability for fraud or fraudulent misrepresentation.

Provisions which by their terms or intent are to survive expiry or termination of this SLA will do so.

The parties are independent businesses and not partners, principal and agent, or employer and employee, or in any other relationship of trust to each other.

For the purposes of the Contracts (Rights of Third Parties) Act 1999, this SLA is not intended to and does not give any person who is not a party to it any right to enforce any of its provisions. However, this does not affect any rights or remedy of such a person that exists or is available apart from that Act.

No party may assign, subcontract or encumber any right or obligation under this SLA, in whole or in part, without the other's prior written consent or except as expressly permitted in this SLA.

No amendment or variation of this SLA will be valid unless agreed in writing by an authorised signatory of each party.

If any paragraph in this SLA (or part thereof) is or becomes illegal, invalid or unenforceable under applicable law, but would be legal, valid and enforceable if the clause or some part of it was deleted or modified (or the duration of the relevant clause reduced), the relevant clause (or part thereof) will apply with such deletion or modification as may be required to make it legal, valid and enforceable.

Unless otherwise expressly agreed, no delay, act or omission by either party in exercising any right or remedy will be deemed a waiver of that, or any other, right or remedy.

Governing Law and Jurisdiction

This SLA shall be governed by, and construed in accordance with, English law and each party irrevocably agrees that the Courts of England and Wales shall have exclusive jurisdiction in relation to any claim, dispute or difference concerning this SLA and any matter arising therefrom.

Application of these terms will apply.

Appendix A - Hardware Warranty Periods

Hardware parts* have a two-year warranty through Object Matrix, save that:

- Where remote hardware support or onsite hardware support has been continuously provided by Object Matrix since the purchase of the equipment this hardware warranty is extended to 5 years for hard-disk drives and 3 years for all other components. However, should there be any interruption in support, this hardware warranty will be restricted to the usual two years.
- RAID card BBUs (pre-2013 node MatrixStore nodes only) have a 1 year warranty.
- Server cases (including LEDs and disk backplane) have a 1 year warranty.

Appendix B - Registered Customer Users

N/A