

# RouterStack Total Care

## Service Agreement Overview

### TABLE OF CONTENTS

Overview.....	2
Routerstack Total Care.....	2
Routerstack Service .....	2
Routerstack Responsibilities.....	3
On Site Technical Support .....	3
Hardware Replacement.....	3
Remote Assistance .....	3
Software Downloads.....	3
Force Majeure.....	4
Customer Responsibilities.....	4
Notification of failure .....	5
Glossary of Terms .....	5
Terms/Definitions.....	5

## OVERVIEW

### ROUTERSTACK TOTAL CARE

This document outlines Routerstacks commitment to ensuring rapid and efficient on site support and replacement of hardware in the event of failure through the Router Stack Total Care service agreement. The following documents are also available at [www.routerstack.com](http://www.routerstack.com)

Escalation guidelines

List of services not covered

### ROUTERSTACK SERVICE

The services described in this document apply to RSTC service agreements purchased and paid for in advance from Routerstack Services Corp. This document is for description purposes only, it is not a contract between you and Routerstack.

The service agreements apply to the hardware specified on the purchase order, or other hardware as identified by serial number.

The RouterStack logo is a stylized graphic composed of several overlapping squares in shades of purple, teal, and light blue, arranged in a descending staircase pattern. Below this graphic, the word "RouterStack" is written in a bold, blue, sans-serif font.

RouterStack

## ROUTERSTACK RESPONSIBILITIES

### ON SITE TECHNICAL SUPPORT

Routerstack will provide a L1 Qualified and Cisco certified Technicon to visit the site in the case of replacement hardware or onsite assistance according to the following schedule:

RSTCNBD	-	Next business day service from notification considering:
		Relevant time zones
		Local observances (Bank holidays, religious festivals etc)

### HARDWARE REPLACEMENT

Routerstack will provide a replacement unit of equal or better specification, configured to end user specifications, provided the following conditions are met:

The end user provides the configuration

Remote support is available on site during the technicians visit

The faulty unit becomes property of Routerstack for purposes of RMA with the relevant manufacturer.

### REMOTE ASSISTANCE

Routerstack will provide 24/7 remote assistance in the event of disruption to service provided:

End user provides access

### SOFTWARE DOWNLOADS

Routerstack will facilitate the installation of all software updates as they become available, provided:

Customer approves the update

The end user provides access

## FORCE MAJEURE

1. If a Party is prevented from or delayed in the performance of its obligations (other than a payment obligation) by an event arising after the conclusion of the Agreement which was beyond its reasonable control, that Party shall notify the other of the existence of an event of Force Majeure and the contractual obligations affected by such event shall be suspended. Force Majeure events may include, but are not limited to, acts of God, war, industrial disputes, protests, fire, flood, storm, tempest, explosion, compliance with statutory obligation, failure or shortage of power supplies, supplier failure, acts or omissions of government or regulators, highways authorities, third party telecommunications operators and/or suppliers or other competent authorities, acts of terrorism and national emergencies.
2. If the event of Force Majeure continues for a period less than ninety (90) days, then on the ending of the Force Majeure event the contractual obligations of the parties shall be reinstated with such reasonable modifications to take account of the consequences of the Force Majeure event as may be agreed between the parties, or in default of agreement, as may be determined by Arbitration.
3. If a Party is prevented or delayed in performing one or more material obligation(s) due to a Force Majeure event for ninety (90) days or more, the other Party shall have the right to terminate the affected Service Order without further liabilities by providing thirty (30) days' written notice to that effect.
4. Upon the occurrence of an event of Force Majeure and provided that the Customer has not exercised its right to terminate, the time for performance shall be extended for the period of delay or inability to perform due to such occurrence. The right for a Party to terminate an affected Service Order due to a Force Majeure event will cease to exist if it has not been exercised before the other Party has been able to perform the affected obligation(s).
5. If a Service Order is so terminated the Customer shall pay to ROUTERSTACK the amount of the Contract Price outstanding in respect of the Services performed up to the date of the notice of Force Majeure together with such reasonable sum as may be agreed between the parties, or in default of agreement, as may be determined by Arbitration in respect of the commitments already entered into by ROUTERSTACK at the date of the Force Majeure notice.
6. Neither party shall be deemed in breach of any of its obligations under this Agreement if, and to the extent that, performance of such obligation is prevented or delayed by any event of Force Majeure, provided that such event of Force Majeure is not caused by the negligence of the affected party, and such party has notified the non-affected party in writing of the event of Force Majeure. The affected party shall use all reasonable endeavours to avoid or minimise the effects of an event of Force Majeure.

## CUSTOMER RESPONSIBILITIES

## NOTIFICATION OF FAILURE

The customer agrees to notify Routerstack via email to [Support@routerstack.com](mailto:Support@routerstack.com) immediately as a fault is identified.

## GLOSSARY OF TERMS

### TERMS/DEFINITIONS

RSTC – Routerstack Total Care

