

**VASCO 24x7 Emergency Service**

**A. ORDER sheet**

**To be completed by Customer:**

Company: \_\_\_\_\_ VAT nr.:

\_\_\_\_\_

Street:

\_\_\_\_\_

Zip/Postal code: \_\_\_\_\_ City:

\_\_\_\_\_

Country: \_\_\_\_\_

Authorised

representative:

\_\_\_\_\_

Email Address: \_\_\_\_\_ Telephone number:

\_\_\_\_\_

Your Order Reference: \_\_\_\_\_

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**To be completed by VASCO:**

Vasco Order Reference: \_\_\_\_\_

Support Case Ticket Nr.: \_\_\_\_\_ (will be added after receipt of the signed  
\_\_\_\_\_ Agreement)

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24x7 Emergency Service Fee: 3000€ / 3400\$ per Support Case ("Case") (Part Number  
.....) as described in the "Problem Description"  
below

I herewith confirm to have read and accepted the 24x7 Emergency Service Terms and Conditions  
as attached hereto.

Company: \_\_\_\_\_

Signature: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_/\_\_\_\_/\_\_\_\_

Please return via email [faxsupport@vasco.com](mailto:faxsupport@vasco.com) or fax +32 2 6099704.

Initials: \_\_\_\_/\_\_\_\_/1

**B. PROBLEM DESCRIPTION**

**VASCO Product.**

VASCO product involved in the problem:

Name:

Version:

Service release:

**System Version.**

System on which the VASCO Product is running:

Operation System:

Version:

Service Pack version:

Language:

**Detailed Architecture & Network topology:**

Detailed information on Domain Controllers, AD, Firewalls, Web servers, where the VASCO product is integrated:

Problem Description	
Problem Summary	
What functionalities have the products in accordance with the VASCO products description which do not work?	
What is actually happening?	

### C. 24X7 EMERGENCY SERVICE TERMS AND CONDITIONS

#### Definitions:

- “Case”** means any logged request for 24x7 Emergency Service validly addressed by the Customer to VASCO. A Case typically includes the problem description, as specified on the Order Sheet, as well as the latest state on the communication between Customer and VASCO and usually ends with Resolution Summary Report to the problem.
- “Confidential Information”** means all proprietary and confidential information or personal data of the Parties and those of their customers, clients or suppliers whether commercial, financial, technical or otherwise (whether oral, in writing, machine readable or in any other form) and material (whether electronically recorded, in writing or otherwise) which by its very nature should obviously be treated as secret and confidential and which the Parties desire to protect against unrestricted disclosure or competitive use or which is designated as such, including, but not limited to patents, trade secrets, research and development plans, current and future products, product pricing, customers lists, markets, business plans, financial data, contractual terms, documentation, records, studies, reports, know-how, test results, software and software source.
- “End of Life Announcement”** means VASCO’s communication to Customer, in VASCO’s discretion of the End of Sales Date and the End of Support Date.
- “End of Sales Date”** means the day, on which VASCO ceases to sell a VASCO Product and/or VASCO Service and the day on which it is removed from the VASCO price list.
- “End of Support Date”** means the day on which VASCO ends Support Service. In line with below terms, this Agreement will expire prior to the End of Support Date.
- “Resolution Summary Report”** means VASCO’s final answer to a Case which, in VASCO’s discretion, may but does not have to include a solution or a suggestion for a patch which will be created subject to a valid maintenance agreement. Resolution Summary Report is the last statement of VASCO and closes the specific Case. This report will contain all the activities related to this Case and will be provided via e-mail. Any statements or representations presented in this report are non-binding. No warranty is given as to the correctness of the information in the report.
- “Patch”** means a small piece of VASCO Software designed to fix problems with or update a computer program or its supporting data. This includes but is not limited to fixing bugs, replacing graphics and improving the usability or performance.
- “Support Engineer”** means a natural person working for VASCO as an employee, designated person or agent, trained in VASCO Product portfolio having extensive knowledge of the VASCO Products and the environment in which they are or can be installed. The Support

Engineer has extensive experience in setting up, configuring and troubleshooting the VASCO Products. The Support Engineers can rely on a knowledgebase of information, with regards to the products itself and the integration it will take care of the Case addressed to VASCO by the Customer.

- “VASCO Hardware”** means the authentication devices and appliances that VASCO makes generally available pursuant to a separate agreement, such as the DIGIPASS tokens, but excluding any computer programs embedded therein.
- “VASCO Product(s)”** means a VASCO Hardware and VASCO Software (as defined herein) made available pursuant to a separate agreement.
- “VASCO Service”** means the maintenance, warranty and/or other services made available to Customer pursuant to a separate agreement with VASCO, excluding any specific warranty and Support Service offered as 24x 7 Emergency Services provided under this Agreement.
- “VASCO Software”** means the machine readable object code version of all computer programs, activation codes and related documentation that VASCO makes generally available pursuant to a separate agreement, including all programs embedded in the VASCO Hardware and any patch, fix, update or upgrade provided as part of the VASCO Services or otherwise.

## **1. Description of the 24x7 Emergency Service**

VASCO offers the 24x7 Emergency Service to every end-user who purchased directly or indirectly a VASCO Products, subject to a valid maintenance agreement and a valid Software License granted by VASCO as well as to a VASCO authorized distributor or reseller who is supporting such end-user

By signing such an Agreement on 24x7 Emergency Service Customer has the right to contact VASCO Helpdesk twenty-four (24) hours seven (7) days a week regarding one (1) particular Case as specified on the Order Sheet where Customer needs VASCO support services in accordance with the terms of this Agreement without having a valid 24x7 support agreement in place.

## **2. Description of the 24x7 Emergency Service**

### **2.1. Performance of the 24x7 Emergency Service**

The 24x7 Emergency Service is performed by a Support Engineer after receipt of this signed and correctly filled out document. The 24x7 Emergency Service is provided by Telephone and by Email. VASCO Support Engineer will contact the Customer contact person indicated on the Order Sheet and will inform Customer on the receipt of the Case and inform on the assigned Case number (“Case Number”). All activities related to the Case will be logged under this number.

### **2.2. Content 24x7 Emergency Service**

VASCO provides all assistance and actions, with reasonable commercial effort and within reasonable time to resolve the Case. The VASCO Helpdesk provides assistance to the Customer with diagnosis and resolution of defects and/or failures of VASCO Products in reference to the published VASCO Product Documentation, provided that VASCO Products are installed, integrated and operated according to VASCO specifications.

VASCO has the right to subcontract any of the 24x7 Emergency Service to third parties without Customer's prior authorization.

The 24x7 Emergency Service encompasses post-sales troubleshooting on VASCO Products for one (1) Case and is processed as follows:

- Receipt of completed Order Sheet from the Customer via email or fax;
- Provide unique case number and temporary ID-code to customer to be able to get through our IVR for the duration of this case.
- Analyze technical question on VASCO Product;
- Provide Initial Response to Customer;
- Verify whether the usage of the VASCO Product(s) falls within the scope it is designated for;
- Validate this analysis against the VASCO Product Documentation checking whether the observed VASCO Product behavior is in-line with the VASCO Products functional description;
- Check the reported Case against known knowledgebase articles, available problem resolutions to be able to propose one of all the available workarounds.
- If need (and if possible) be remote assistance on troubleshooting (connecting remotely to the Customer's infrastructure to assist with troubleshooting);
- in-depth analysis of problem and problem reproduction;
- If required, the issue will be reproduced in the VASCO test environment. This includes additional troubleshooting and debugging, during which feedback and cooperation of the Customer is required;
- If need be provide remote diagnosis that leads to a better classification of the problem;
- Provide Resolution Summary Report to the Customer.

VASCO 24x7 Emergency Service does not include the following:

- Maintenance services (upgrades, updates and patches) are subject to a separate agreement;
- Any additional post-sales support service, as offered by VASCO, is subject to the conclusion of a VASCO standard or VASCO 24x7 Support Agreement.
- Support service on step-by-step installation of software as described in the manuals or "readme files";
- Support service on step-by-step integration/configuration as described in the integration white papers;
- Remote assistance on step-by-step installation (connecting remotely to Customer's infrastructure to perform step-by-step configuration and / or installation);
- On-site assistance or training;
- Order status follow-up;
- Information status on and handling of RMA (Return Material Authorization) procedure;
- On-site assistance for troubleshooting or other services not covered by this agreement are subject to a separate agreement.

### **3. Supported VASCO Products**

Only VASCO Software that is properly registered, validly licensed, maintained and unaltered is eligible for 24x7 Emergency Service. The 24x7 Emergency Service applies to specific VASCO Product(s) the 24x7 Emergency Service is purchased for, as described above. The 24x7 Emergency Service is provided during the lifetime of the VASCO Products until an official VASCO End of Life Announcement has been issued. In such End of Life Announcement, VASCO will inform Customer about the End of Sales Date and will also communicate the End of Support Date.

### **4. Fees**

The price of the 24x7 Emergency Service ("Fee") is mutually agreed on between the Parties and specified on the Order Sheet.

The Support Fee has to be paid upon 30 (thirty) days from invoice date. The Support Fee is effectively paid when VASCO obtains the due funds in its accounts.

In the event Customer fails to pay any such amount due, VASCO may at its sole discretion and without prejudice to any other rights or remedies, (i) charge Customer interest, administrative costs and third-party costs (ii) suspend its Service under any Agreement until all payments due have been received by VASCO.

#### **5. Term**

This Agreement shall have a fix term and shall be in force from the date of Customer signature ("Effective Date") and will expire when Case has been closed by the Resolution Summary Report ("Expiry Date").

#### **6. Customer's Obligations**

Customer is obliged to:

- to provide a detailed description of the problem on the Order Sheet;
- to have an up-to-date installation on VASCO Products;
- fully cooperate with VASCO regarding the provisioning of support service by VASCO, including but not limited to granting remote or on-site access, answering questions, responding to additional requests and undertaking action /activities upon VASCO request.

#### **7. No implied Service Warranty**

Any 24x7 Emergency Service as described herein shall be provided in VASCO's sole discretion without any further guarantee or warranty of any kind as specifically defined in this section 7.

Except to the extent specifically prohibited by applicable law in Customer jurisdiction, or as agreed pursuant to a separate agreement, all VASCO Services and 24x7 Emergency Service are made available and provided "as is" and "as available," without condition, endorsement, guarantee, representation or warranty of any kind by VASCO, and subject to VASCO's then-current applicable charges. All upgrades or new versions of the VASCO Software are offered as separately-priced items, unless otherwise agreed by VASCO in writing. VASCO assumes no responsibility for services made available through or provided by independent third parties except as and to the extent VASCO has otherwise expressly agreed or as required under applicable law.

#### **8. Limited Liability**

**NEITHER PARTY SHALL BE LIABLE FOR ANY INDIRECT OR CONSEQUENTIAL LOSS OR DAMAGES, WHETHER ARISING FROM NEGLIGENCE, BREACH OF AGREEMENT OR OTHERWISE, WHETHER OR NOT THE PARTY WAS ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.**

**NOTWITHSTANDING THE LIMITATION STATED ABOVE, NEITHER PARTY SHALL BE LIABLE, WITHOUT LIMITATION, FOR ANY LOSS OF BUSINESS OR PROFIT, REVENUE, DATA OR USE, WHETHER ARISING FROM NEGLIGENCE, BREACH OF AGREEMENT OR OTHERWISE, REGARDLESS WHETHER THE LOSS IS DIRECT OR INDIRECT.**

**IN NO EVENT SHALL THE AGGREGATE LIABILITY OF VASCO EXCEED THE TOTAL AMOUNT ACTUALLY PAID OR PAYABLE BY CUSTOMER TO VASCO FOR THE SPECIFIC PRODUCT THAT DIRECTLY CAUSED THE DAMAGE. THIS PARAGRAPH 8 DOES NOT APPLY IF AND TO THE EXTENT THAT CUSTOMER BREACHES THE CONFIDENTIALITY OR USE RESTRICTIONS CONTEMPLATED UNDER THIS AGREEMENT OR APPLICABLE LAW SPECIFICALLY REQUIRES LIABILITY DESPITE THE FOREGOING EXCLUSIONS AND LIMITATIONS.**

#### **9. Confidentiality**

Each Party acknowledges that it may receive confidential information ("Receiving Party") of the other Party ("Disclosing Party") relating to the Disclosing Party, its activities, products, suppliers and customers. Each Party will take all reasonable precautions to protect the confidentiality of the Confidential Information of the other Party.

Neither Party may use or disclose such Confidential Information without the prior written consent of the Disclosing Party except as necessary to perform its obligations under this Agreement. The

("Receiving Party"), if authorized in accordance with this section to disclose Confidential Information to a third party, may do so only if the third party is under an obligation to comply with use and non-disclosure obligations at least as stringent as those applicable to the Confidential Information under this Agreement.

## 10. Data Protection

VASCO may collect certain personally identifiable information about Customer ("Personal Data") in the process of installation or activation of the VASCO Software or in the process of using the VASCO Products or receiving the VASCO Services or 24x7 Emergency Service. Customer Personal Data may be stored in Belgium, Switzerland, the United States or other jurisdictions. By accessing or using the VASCO Software, Customer consent to the transfer of Customer Personal Data to jurisdictions that may not provide an equivalent level of protection as the laws in Customer home jurisdiction. Customer represent and warrant that Customer have provided all necessary notices to and obtained all necessary consents from relevant individuals in order to transfer their Personal Data to VASCO for the purposes described herein and to be used in the manner described herein.

VASCO and its affiliates may use and process Customer Personal Data for the purposes of providing Customer with the VASCO Products and VASCO Services or 24x7 Emergency Service requested, to respond to Customer inquiries and requests, to provide customer support activities, to operate our business, and to otherwise manage and administer Customer account. VASCO may disclose Customer Personal Data for business purposes only on a need-to-know basis and only with (i) our own employees and affiliates; (ii) Customer, the customer from who VASCO received the Personal Data; (iii) our subcontractors, and third party service providers that have agreed to safeguard such information in a like manner to the way VASCO safeguards such information; and (iv) with other entities authorized to have access to such information under applicable law or regulation. VASCO may disclose Personal Data where necessary to protect our rights or property, to enforce our terms of use and legal agreements, as required or permitted by law, or at the request of law enforcement authorities and the courts, including the issuance of a valid subpoena. VASCO shall have no duty to notify Customer of such compliance with law.

VASCO takes reasonable and appropriate measures to maintain the confidentiality and security of Customer Personal Data and to prevent the unauthorized use or disclosure of Customer Personal Data. Customer can request access to Customer Personal Data that VASCO maintains about Customer by contacting VASCO. To protect Customer privacy, VASCO will take reasonable steps to verify Customer identity before granting access to or making changes to Customer Personal Data.

## 11. Miscellaneous

11.1. This Agreement is governed by the laws of Switzerland, excluding conflict of laws provisions and excluding the United Nations Convention on Contracts for the International Sale of Goods dated April 11, 1980 (SR 0.221.211.1).

In the event of a dispute arising out of or relating this Agreement or the existence, validity, breach or termination thereof, that cannot be resolved by the Parties among themselves, may be submitted to the exclusive jurisdiction of the Commercial Court of Zurich, Switzerland; provided however, that the right to invoke mandatory places of jurisdiction shall apply notwithstanding the aforesaid. VASCO may at its sole discretion, seek injunctive relief or file for collection of debt in the courts with appropriate jurisdiction as may be necessary and appropriate.

11.2. Customer acknowledges that the VASCO Products and related technical information, documents and materials are subject to applicable export controls including without limitation the U.S. Export Administration Regulations and other applicable laws. Customer agrees that it will (i) comply strictly with the legal requirements established under these controls, (ii) cooperate with VASCO in any official or unofficial audit or inspection that relates to these controls and (iii) not export, re-export or otherwise transfer, directly or indirectly, the VASCO Products or any related technical information, documents or materials, or any direct product thereof to any

destination, company or person restricted or prohibited by the these export controls, unless Customer has obtained prior written authorization from VASCO and the applicable governmental organization.

11.3. Except as otherwise provided in this Agreement or as agreed to with VASCO pursuant to a separate agreement, all notices or approvals required or permitted under this Agreement must be given in writing to VASCO at the location indicated at the beginning of this Agreement. Any waiver or modification of this Agreement will not be effective unless executed in writing and signed by VASCO. In addition to the foregoing, VASCO may, at its option, give you any notice under this Agreement electronically. Electronic notice to you shall be deemed to have been duly given when transmitted to an email address furnished by you to VASCO.

11.4. If there is any inconsistency between this Agreement and any terms provided in the packaging or accompanying materials of any portion of a VASCO Product, the provisions of this Agreement shall apply to the extent of the inconsistency. In the event of any inconsistency between this Agreement and any separate agreement as individually agreed in writing between VASCO and You, the provisions of the separate agreement shall apply to the extent of the inconsistency.

11.5. Neither Party is liable for any delay in effecting deliveries due to force majeure. A force majeure impediment is considered to be an unforeseen event which occurs after acceptance of orders, and which is beyond the reasonable control of a Party, such as strike, blockade, war, mobilization, riot, war, natural disaster, refusal of license by government or other stipulations or restrictions by the authorities.

11.6. This is the entire Agreement between Customer and VASCO with respect to 24x7 Emergency Services and supersedes any other 24x7 Emergency Services Agreement or discussions, oral or written and may not be changed except by a written signed agreement. .

11.7. If any provision of this Agreement is declared by a court of competent jurisdiction to be invalid, illegal, or unenforceable, such provision shall be severed from the Agreement and the other provisions shall remain in full force and effect.

11.8. Customer may not assign or transfer its rights or duties in whole or in part to a third party without written consent of VASCO.

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