

# Mindbreeze InSpire (Appliance)

Support Services Guidance

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For the sake of convenience this document does not make use of gender-specific terms. Any terms shall refer to both women and men for the purposes of equal treatment.

# 1. Definition

This list of definition is not exhaustive and terms that are not explicitly listed, their meaning can be deduced from the context of this guidance.

<b>Agreement</b>	means the Mindbreeze agreement for Mindbreeze InSpire. The Agreement includes an applicable Order Form, which references this Guidance.
<b>Appliance</b>	means Mindbreeze InSpire (Appliance).
<b>Appliance-box</b>	means the tangible physical components of Appliance, including media on which the Software is pre-loaded.
<b>Business Hour</b>	means one hour within Office Hours on a Working Day.
<b>Client</b>	means the contracting party of Mindbreeze.
<b>Client Contacts</b>	means up to three technical employees or search system administrators, which are named by the Client in written form. The Client Contacts are allowed to contact Mindbreeze for Technical Support Service.
<b>Disconnected Support</b>	is not part of the Standard or Premium Support, but on request available.
<b>Documentation</b>	means proprietary documentation of Mindbreeze. This documentation will be made available by Mindbreeze to its Clients for use with the Appliance. Access to the documentation will be provided via the Management Center Help Desk.
<b>Feature Request</b>	<p>if a Client makes a suggestion to Mindbreeze Technical Support Personnel, that is unique to a Client Contact and is unrelated to a Fix of Type A Request, Type B Requestor Type C Request.</p> <p>Feature Request are categorized as Type D Requests. They include Requests by Client Contacts to enhance an existing feature ore incorporate a new feature of Appliance box, Appliance Software, Plug-Ins or Connector Software of Mindbreeze.</p>

<b>Fix</b>	means a solution, which includes a correction, alteration, update or workaround, that solves a certain Type of Request (A to C).
<b>Go-to-Meeting</b>	is a type of remote support access via desktop sharing and means a Client Contact or Client enabled to a remote network connection with a Mindbreeze Technical Support Personnel, to diagnose or correct, or both, a Request (Type A to C) from Client, as described in the “Client Obligations” section below.
<b>Hardware Support</b>	for Hardware, Mindbreeze InSpire includes the Next Business Day ProSupport from Dell. For Request regarding a Hardware support issue both, Appliance-box and Standby-box need to be down.
<b>Help Desk</b>	means an application at the Management Center.
<b>Management Center</b>	means the administrative console, which is web based and used by the Client. The Client can administer and configure the Appliance. There is also a direct link to Mindbreeze online Help Desk.
<b>Mindbreeze Support Desk</b>	means the online Technical Support Service provided by Mindbreeze for use by its Clients. This site includes Updates (new version of Mindbreeze InSpire), security advisories and the web form for submitting Requests. This site can be entered at <a href="https://tickets.mindbreeze.com/">https://tickets.mindbreeze.com/</a>
<b>Mindbreeze Technical Support Personnel</b>	means a Mindbreeze representative, who is responsible for handling Technical Support Service Requests.
<b>Office Hours</b>	Monday – Thursday from 8:15am to 5:15pm (CEST)  Friday from 8:15am to 3:15pm (CEST)
<b>Order Form</b>	means an ordering document or Mindbreeze quote, which contains the type and period of support service. An Order Form can be downloaded at <a href="https://downloads.mindbreeze.com">https://downloads.mindbreeze.com</a> .
<b>Production Appliance</b>	means an Appliance, which is used when serving results to Client’s end-users or other production scenarios.
<b>Request</b>	There are 4 types of Requests:

- **Type A Request** = means an error (bug or malfunction) which causes a failure or imminent failure of a Production and of Failover Appliance. Such an error occurs if the Appliance is largely unusable for its intended purpose.
- **Type B Request** = means an error (bug or malfunction) which causes significant system degradation of a Product Appliance or Failover Appliance, without causing a failure (Type A issue). Such an error occurs in the Appliance being useable but impaired.
- **Type C Request** = means an error (bug or malfunction) which affect the use of the Application but is no Type A, Type B or Type D issue. A Type C Request can be submitted regarding a Production or Failover Appliance.
- **Type D Request** = Feature Request

<b>Serving Downtime</b>	means a failure of the Appliance. No search results to Customers to its end-users are possible.
<b>Software</b>	means particular proprietary software data and proprietary computer programs of Mindbreeze. It is binary executable and in binary script form only and may be modified from time to time and is installed on separate Hardware.
<b>Standby-box</b>	means a secondary Appliance, which is used by the Client. Standby Appliance is considered to be used as failover device for Production Appliance.
<b>Support Incident</b>	Mindbreeze InSpire includes Next Business Day basic support, which only applies to product problems around functionality described in this product information. Product issues must be reproducible in an isolated environment.
<b>Support Period</b>	means three years from the date of shipment of the Application by Mindbreeze. If there are more specific regulations in the Agreement or Order Form, they are prior.
<b>Technical Consultant</b>	Technical consulting for project-specific questions or requirements is not included in the basic support and needs to be ordered separately.

<b>Technical Support Service</b>	means any kind of Support by Mindbreeze to Client pursuant to this Guidance.
<b>Ticket</b>	means a Request in a Support issue. A ticket can be opened at <a href="https://tickets.mindbreeze.com/open.php">https://tickets.mindbreeze.com/open.php</a> and must at least contain: <ul style="list-style-type: none"> <li>• Description of product issue</li> <li>• Description of infrastructure constraints in which the problem is reproducible</li> <li>• Significant logs (e.g. app.telemetry information) that describe the product issue and help our support team to understand the cause of the problem.</li> <li>• Step by step description, how the problem can be reproduced</li> <li>• If the problem only occurs with concrete files (content-driven), we will need an anonymized set of such files.</li> <li>• Exact version and build number in use</li> </ul>
<b>Update</b>	means enhancements to functionality and modifications to the Appliance Software or Connector Software that are made generally available to Clients as part of Technical Support Service during the Support Period.
<b>Working Day</b>	means every Monday to Friday, except Austrian holidays.

## 2. Support Services:

**2.1 Support Incident:** Technical Support Service provided by Mindbreeze applies to product problems around functionality. Product issues must be reproducible in an isolated environment. A technical problem regarding a project and not a product is an issue belonging to the technical consultant.

**2.2 Support Service:** Mindbreeze will provide Clients the Technical Support Service for the Appliance as described in this Guidance. The different types of support are defined in the box below. In case the ordering form or quote does not identify a certain type of support, then Mindbreeze will provide the Standard Support.

Mindbreeze Technical Support Service for Search Appliance provides:

- **Standard Support** (described in **Annex./A**)
- and

- **Premium Support** (described in **Annex./B**)

**2.3 Support Hours and Responding Time:** During Office Hours Mindbreeze will make efforts that are commercially reasonable, to respond to different Types of Requests submitted by Client Contacts within certain average times as stated below:

<b>Type of Support</b>	<b>Standard Support (Annex./A)</b>	<b>Premium Support (Annex./B)</b>
24x7 Support for Type A Requests (Support Desk/Email)	Not available	Within 6 Hours
Type A Request – First Response (via Support Desk/Email)	Within 1 Working Day	Within 2 Business Hours
Type B Request – First Response	Within 1 Working Day	Within 4 Business Hours
Type C Request – First Response	Within 1 Working Day	Within 6 Business Hours
Type D (Feature) Request – First Response	Within 1 Working Day	Within 1 Working Day

**2.4 Support outside Office Hours:** Mindbreeze will only process a Client’s Request during Office Hours. Requests, that are submitted outside Office Hours, will be processed at the beginning of the next Working Day, except:

- it is a Type A-Request and
- the Client has for every production appliance at least one standby appliance and
- the Client has Premium Support and
- the Client Requests Premium Support following the process described in this Guidance.

**2.5 Type of Request:** When receiving a Request, Mindbreeze will categorize the Type of the Request (Type A to D) in its sole discretion and process differently according to the Type. There are 4 types of Requests:

- **Type A Request** = means an error (bug or malfunction) which causes a failure or imminent failure of a Production and of Failover Appliance. Such an error occurs if the Appliance is largely unusable for its intended purpose.
- **Type B Request** = means an error (bug or malfunction) which causes significant system degradation of a Product Appliance or Failover Appliance, without causing a failure (Type A issue). Such an error occurs in the Appliance being useable but impaired.
- **Type C Request** = means an error (bug or malfunction) which affect the use of the Application but is no Type A, Type B or Type D issue. A Type C Request can be submitted regarding a Production or Failover Appliance.
- **Type D Request** = Feature Request

**2.6 Submitting a Request:** If a Client want to submit a Request to Mindbreeze Technical Support Personnel, a ticket has to be opened.

**2.7 On-Site Maintenance:** Mindbreeze reserves the right to perform local maintenance of the Appliance. In case Mindbreeze decides, on its own discretion, that it is necessary, Mindbreeze will offer On-site maintenance. This does not form a standard part of the Technical Support Service offering. In order to receive this local Technical Support Service, Clients must respond within two Working Days to any Request for access by Mindbreeze Technical Support Personnel, and will arrange the site visit(s) at the parties' mutual convenience. Where access is required due to Client's selection, the Client will be responsible for all costs associated with any site visits, including and not limited to materials, actual travel, and out-of-pocket expenses. In case a visit is arranged, the visit will be scheduled at the earliest mutual convenience of both parties.

**2.8 Mindbreeze Support Desk:** If the URL for the Mindbreeze Support Desk or any procedure associated with the Mindbreeze Support Desk is changed in the future, Mindbreeze will notify Client Contacts via e-mail prior to making the change.

**2.9 Software Subscription Service:** The Client is entitled to receive Updates during the Support Period. Updates will be made available on the Mindbreeze Site. Mindbreeze Technical Support Personnel may notify Clients Contacts via e-mail when Updates for the Appliance become available.

**2.10 Hardware Support Service:**

Request regarding Hardware will be process as described below:



- If Mindbreeze Technical Support Personnel determine that an error (bug or malfunction) is caused by a Hardware issue (this includes the Hardware failure itself or a Hardware-related Software failure), Mindbreeze will decide, in its sole discretion, whether to provide a replacement Appliance or to repair the Appliance.
- In case Mindbreeze Technical Support Personnel decide to repair the Appliance, instead of replacing it, Mindbreeze (operated by Dell, via Next Business Day ProSupport) will ship the necessary replacement parts as required to repair the Appliance. The Client will follow the instructions, provided by Mindbreeze, exchange the parts, or Mindbreeze Technical Support Personnel will arrange a visit to the Client's site. In case a visit is arranged, the visit will be scheduled at the earliest mutual convenience of both parties.
- In case Mindbreeze Technical Support Personnel decide to replace the Appliance, instead of repairing it, Mindbreeze will ship a replacement Appliance with a comparable hardware configuration, and typically with the most recent Software version installed, to the Client.
- If a client experiences a Serving Downtime and Mindbreeze deems it necessary the Replacement can be speeded-up. Therefor Mindbreeze will use commercially reasonable means to ensure expedited delivery of the replacement Appliance to the Client.
- If the Hardware is already defective or damaged when the Client receives it, Mindbreeze Technical Support Service includes repair or replacement of this type of damaged Hardware, as determined in Mindbreeze's sole discretion. During shipment normal tear and wear does not constitute damaged or defective Hardware.

**2.11 Hardware Support outside Office Hours:** In case Hardware Support is required due to Client's selection, outside Office Hours, the Client will be responsible for all costs associated with any site visits, including and not limited to materials, actual travel, and out-of-pocket expenses. Hardware Support outside Office Hours requires, that Appliance box as well as Standby box are down. This is mandatory for the Support.

**2.12 Disconnected Support:** Disconnected Support is not part of the Standard or Premium Support, but on request available. Where access is required due to Client's selection, the Client will be responsible for all costs associated with any site visits, including and not limited to materials, actual travel, and out-of-pocket expenses. In case a visit is arranged, the visit will be scheduled at the earliest mutual convenience of both parties.

**2.13 Language:** The language of Technical Service Support provided by Mindbreeze to Clients is English.

## 3. Access to Support

**3.1 Client Contacts:** Only Client Contacts may submit Support Requests and have Access to Technical Support Service. They have to follow the instructions provided by Mindbreeze at the time of purchase. In Mindbreeze's sole discretion, the submission process may consist of submission of a web form, like opening a Ticket through the Mindbreeze Support Desk ([tickets.mindbreeze.com](https://tickets.mindbreeze.com)), via e-mail, or telephone call.

**3.2 Tickets:** A ticket can be opened at <https://tickets.mindbreeze.com/>. The Ticket must contain the following information:

- Description of product issue
- Description of infrastructure constraints in which the problem is reproducible
- Significant logs (e.g. app.telemetry information) that describe the product issue and help our support team to understand the cause of the problem.
- Step by step description, how the problem can be reproduced
- If the problem only occurs with concrete files (content-driven), we will need an anonymized set of such files.
- Exact version and build number in use.

**3.3 Mindbreeze Support Desk:** Only Client Contacts are entitled to access the Mindbreeze Support Desk, located at <https://tickets.mindbreeze.com> and <https://support.mindbreeze.com>, or such URL as Mindbreeze may provide periodically. The Mindbreeze Support Desk contains the Software Updates, security advisories, and the web form for submitting Technical Support Service Requests.

**3.4 Mindbreeze Document Center:** Documentation related to the Appliance is published at <https://help.mindbreeze.com> or such URL as Mindbreeze may provide periodically.

## 4. Client Obligation

**4.1 Client Contacts:** If the Client wants to change the Client Contacts, the Client has to make a notification to Mindbreeze via Technical Support Service Request at least five Working Days before the date upon which the Client desires the change to take effect.

**4.2 Dealing with the Request submitted by an end-user:** Client Contacts will provide initial support to the end-users of a Client's Appliance. Before submitting a Request to Mindbreeze, Client Contacts will make reasonable efforts to resolve the issue (e.g. download/install latest updates and/or most recent software). Mindbreeze will provide Documentation and other material.

**4.3 Diagnostic Information:** When making each Request, the Client will provide at least the following diagnostic information:

- Description of product issue
- Description of infrastructure constraints in which the problem is reproducible
- Significant data or logs (e.g. app.telemetry information) that describe the product issue and help our support team to understand the cause of the problem.
- Step by step description, how the problem can be reproduced
- If the problem only occurs with concrete files (content-driven), we will need an anonymized set of such files.
- Exact version and build number in use;
- Unique appliance identification number (Node-ID);
- A description of the problem, the configuration, and details of the Client's network;
- timely responses and follow-up communication, via e-mail ([support@mindbreeze.com](mailto:support@mindbreeze.com)) or Support Desk, to answer questions and make reasonable effort to assist Mindbreeze Technical Support Personnel as requested.

**4.4 Internet Access:** Client Contacts may be required to download Updates located on the Internet in order to provide a Fix to resolve a Request.

**4.5 Remote Support Access via Desktop Sharing:**

- The Client will provide Remote Support Access to Mindbreeze. The Client will set up and verify the preferred Remote Support Access connection procedure as part of the initial installation of the Appliance.
- In case, Mindbreeze decides that Remote Support Access is required to resolve a Request, Mindbreeze Technical Support Personnel will connect to the Appliance via Client's designated Remote Support Access method. Mindbreeze Technical Support Personnel will only access the Appliance via the instruments set forth in this Technical Support Service Guidance.

- The Client can designate one of the following Remote Support Access procedures, which are fully described in the Documentation:
  - GoToMeeting™
  - or other approved desktop screen sharing method for customers that qualify for Collaborative Support.

**4.6 Physical Access to the Appliance at the Client site:**

- If Mindbreeze decides, in its sole discretion, that physical access to the Appliance is necessary to fix a Request, the Client agrees to provide this access for Mindbreeze Technical Support Personnel with full and timely physical access.
- As already mentioned below, Mindbreeze will make commercially reasonable efforts to schedule a site visit at the earliest mutual convenience of both parties. In case a Client cannot provide the required physical access to the Appliance within ten Working Days from the date of Mindbreeze's request, the Mindbreeze Technical Support Personnel will close the Request.
- In case physical access is required due to Client's selection, the Client will be responsible for all costs associated with any site visits, including and not limited to materials, actual travel, and out-of-pocket expenses.

**4.7 Installation of Updates:** During the Support Period, Mindbreeze will provide Software and Connector Software, which the Client will use. If a Fix is required to resolve a Request, the Client will be urged by Mindbreeze Technical Support Personnel to download and install a supported Update or most recent Software version. Mindbreeze will make commercially reasonable efforts to provide a Fix for a supported Software version.

**4.8 Plug-Ins, Supported and Connector Software:** From the date that Supported Software or Connector Software is released on the Mindbreeze Support Site, Mindbreeze will generally support this Software versions for a time period as shown at the offer. Mindbreeze can decide, in its sole discretion, to stop providing Technical Support Service for Software and Connector Software versions at any time if necessary. If Mindbreeze support the Software, that is mentioned below, for time period less than two years, Mindbreeze will inform the Client at least 30 days in advance.

**4.9 Return of Replacement Appliance:** In case Mindbreeze ships a replacement Appliance to the Client. The Client has to replace it and ship the replaced unit back to Mindbreeze within 45 days from the day that Mindbreeze has shipped the replacement Appliance. Mindbreeze Technical Support

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Personnel will provide instructions, which the Client will follow for return. In case Mindbreeze or the Client mutually agree in written form, that the Client will not return the replaced unit, the Client must follow the Hardware Replacement Procedure for Non-Return Units then in effect and available from Mindbreeze upon request.

**4.10 Installation and Configuration of Standby Appliance:** In order for the Client to receive 24x7 Premium Support, the Client must install and configure a Standby box for each Appliance. In order to be prepared for Technical Support Service, the Client has to install the Standby box, synchronize its configuration with the Appliance, and operate the Standby box in the same production environment and in such a way that it is available for immediate failover purposes. Technical Support Service may be refused if Type A-Requests are made without deployment of the Standby box as set forth in this section.

**4.11 Notification of Appliance Location:** If an Appliance is moved from the shipping location, the Client will inform Mindbreeze about the country where the Appliance has been moved. In case the Client is failing in its obligation to inform Mindbreeze, this does not invalidate the Technical Support Service, but may impact Mindbreeze's ability to provide timely delivery of replacement components.

## 5. Additional Services

Technical Support Service, that is not included in these Guidance, must be purchased from Mindbreeze or form a certain partner of Mindbreeze.

<b>Support Level</b>	<b>Standard Support</b>	<b>Premium Support</b>
Support via Support Desk <a href="https://tickets.mindbreeze.com">https://tickets.mindbreeze.com</a>	Included	Included
Remote Support by approved desktop screen sharing connection (on-request via Support Desk)	Not included, but available on request	Included
Disconnected Support	Not included, but available on request	Not included, but available on request
Technical consultant	Not included, but available on request	Not included, but available on request

## Annex./A: Standard Support

Standard Support consists of:

1. Support Desk (<https://tickets.mindbreeze.com>)
2. Software Subscription Service (Software Update)
3. Hardware Support Service
4. Standard Response

## Annex./B: Premium Support

Premium support applies to all Appliances for which the Client purchases Premium Support. Premium Support consists of:

1. Support Desk (<https://tickets.mindbreeze.com>)
2. Software Subscription Service (Software Update)
3. Hardware Support Service
4. Standard Response
5. Collaborative Support (Desktop Screen Sharing) at business hours
6. Premium Response (as set forth below)
7. Support for Type A Request
8. Premium Support for reporting any Request during Office Hours:

### 8.1 Premium Response:

- Response Time, Process, and Fixes: Mindbreeze will make reasonable commercial effort to respond to Type A, B and C-Requests as set forth in Section 2.4 above. Mindbreeze Technical Support Personnel may require Remote Support Access to conduct diagnostic tests to determine how the Type A and B-Requests may be resolved, and will make commercially reasonable efforts to provide a Fix for the Type A, B and C-Requests.

### 8.2 24x7 Support Option for Type A-Requests only:

- Requirements; Response. The 24x7 Support may only be used for Type A-Requests and requires Desktop Sharing Access together with a technical contact person of the customer, which has been previously established and successfully tested, to the affected Appliance(s). Eligibility for 24x7 Premium Support requires pre-launch deployment of the provided Failover Appliance in a redundant configuration with the Production Appliance. Mindbreeze will make reasonable commercial efforts to respond to Type A-Request as set forth in Section 2.4 above.

- Definition; Instructions. The Client may only use the 24x7 Support Option for a Type A-Request which affects both the Production and Failover Appliances, making the production search application effectively unusable at the time Technical Support Service is requested. Specific instructions for issuing a Type A-Request via 24x7 Support Option are provided by Mindbreeze at time of sale, and documented in the Mindbreeze Support Desk. They may be updated from time to time by notification to Client Contacts.
- Desktop Sharing Access will be established after the first response if needed via the Mindbreeze Support Desk (<https://tickets.mindbreeze.com>).