

Fact Sheet

FUJITSU Service Contract for Fujitsu M10 Servers

"Fujitsu is the only Oracle® partner, across the Oracle portfolio of infrastructure, Database, JAVA®, SOA, Middleware, ERP Apps, BI, Industry, private cloud...beginning with an engineering relationship"

Fujitsu has a distinguished 30+ year strategic partnership with Oracle and is a Global DIAMOND Partner. Fujitsu is the only Oracle Partner in North America that has achieved Oracle certification to offer a Fujitsu Premier Service contract for Fujitsu M10 Servers. This contract provides Premier maintenance and support for server hardware and the Oracle Solaris® operating system minimizing hardware faults by repair or replacement, technical support and software updates.

Contract model

The Fujitsu Service Contract for Fujitsu M10 Servers is a product-related service contract with a fixed service period (usually 12 months). 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 Service Contract is purchased.

The Fujitsu Service Contract for Fujitsu M10 Servers is purchased with the product. Upon expiration of the service contract, the service period can be extended (until the declared end-of-service for the respective product) by purchasing a corresponding follow-on Service Contract 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 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 seamlessly extend the service period. System

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

Our service offering

■ Call acceptance

Contact the Fujitsu Global Support Center 1.800.538.8486 or <http://www.fujitsu.com/us/support/products/computing/server-storage/index.html>

When a service call is received by the Fujitsu Global Support Center, entitlement and Service Level Agreement validated and technical problem accepted, a Service Request is opened and a service request number assigned. Customers will be required to provide their Customer Name, Product/Model, Serial Number, and brief description of the problem.

■ On-site service

Fujitsu's Onsite Response Target is defined by severity level and contracted SLA and begins once problem determination is defined. If a hardware component failure renders the product inoperable, the faulty part will be replaced and proper functionality verified. Software is supported remotely by the Fujitsu Global Service Center.

■ Problem analysis and error elimination

If required, the Fujitsu Global Support team will liaise with the customer in order to provide telephone support, perform machine diagnostics or problem remediation. Analysis of the technical problem may result in an on-site response from a Fujitsu Technical Field Engineer.



■ Time-Based Commitments

Once the Service Request has been opened, Time-Based Commitments ("TBCs") are generated based on the contracted SLA for the Product Serial Number and Severity Level of the problem. The Fujitsu service tracking system monitors and reports TBCs in an Escalation Queue which is monitored 24x7x365 by the Customer Care Management team. Escalation management includes engaging increasing levels of the Customer Support Management Team throughout the life-cycle of the service request.

■ Release maintenance: Oracle Solaris upgrades

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

■ Services not included in the scope of support (exclusions)

The contractually agreed support services do not include the installation of application software or backup of applications, system and user data. The regular and full data backup, including application and operating system software, is the responsibility of the customer.

■ Remote service

As part of Support Services, Fujitsu provides reliable remote access functions which support fast and efficient fault diagnosis and, if necessary, eliminates errors. Remote access to a customer system is only carried out with the customer's approval generally on a case-by-case basis; requiring Internet access.

Measures that may be taken in addition to the support by telephone are:

- 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

■ Remote access

If the customer does not wish to provide any remote access or the configuration cannot be compliant, the contractually agreed service levels may not be met. In this case, the customer might be requested to support the transfer of diagnostic data or error corrections by other electronic methods.

■ System changes

Fujitsu Service Contract services can only be provided when the customer notifies the contractor immediately in writing of all IT hardware modifications (e.g. configuration changes) once these modifications or changes are included in the existing contract. Hardware upgrades and additions to the contracted configuration also require additional coverage by a Service Contract.

■ Legal information / General terms and conditions

The product, delivery and service features described above are a

summary of the features of the contract, but actual terms and conditions are provided in the contract.

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

■ 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 the discretion of Oracle.

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

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, the Oracle 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 America, Inc., 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.

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 Fujitsu 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 Fujitsu in managing the customer's Oracle product portfolio of the customer, for license and services compliance and to enable Fujitsu to improve upon and/or recommend new product and service offerings to the customer. Oracle and Fujitsu 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 Fujitsu M10 Server.

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	
Remote response time	
24x7 Monday – Sunday including public holidays	
On-site response time*	
Severity 1	4 hours – max. 50 miles from designated Fujitsu service location. Next day – greater than 51 miles from designated Fujitsu service location.
Severity 2	4 hours – max. 50 miles from designated Fujitsu service location. Next day – greater than 51 miles from designated Fujitsu service location.
Severity 3	Within one business day – max. 50 miles from designated Fujitsu service location. Next business day – greater than 51 miles from designated Fujitsu service location.
Recovery time	
Not generally guaranteed. If available, a fee-based customer/project-specific service may be offered.	

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

About Fujitsu Americas

Fujitsu America, Inc. is the parent and/or management company of a group of Fujitsu-owned companies operating in North, Central and South America and Caribbean, dedicated to delivering the full range of Fujitsu products, solutions and services in ICT to our customers in the Western Hemisphere. These companies are collectively referred to as Fujitsu Americas. Fujitsu enables clients to meet their business objectives through integrated offerings and solutions, including consulting, systems integration, managed services, outsourcing and cloud services for infrastructure, platforms and applications; data center and field services; and server, storage, software and mobile/tablet technologies. For more information, please visit: <http://solutions.us.fujitsu.com/> and <http://twitter.com/fujitsuamerica>

Fujitsu platform solutions

In addition to Fujitsu M10 Servers, Fujitsu provides a complete range of platform solutions. These solutions combine reliable Fujitsu products with the best-in-services know-how and worldwide partnerships.

Dynamic Infrastructures

As a global IT infrastructure provider, Fujitsu offers a complete range of servers designed to fill any role in today's business. Whether your business requires affordable entry-level servers, compact and scalable blade systems, or advanced multiprocessor servers capable of handling the most demanding data center applications, the Fujitsu M10 Server line delivers Intel® Architecture servers with the rock-solid reliability and industry-leading performance you need.

Fujitsu Enterprise Equipment

www.fujitsu.com/global/services/computing/

- PRIMERGY: Industrial standard server
- SPARC ENTERPRISE®: UNIX® server
- PRIMEQUEST® Mission-critical IA server
- ETERNUS®: Storage system

Software

www.fujitsu.com/software/

- Interstage:
Application infrastructure software
- SystemWalker®:
System management software

More information

To learn more about Fujitsu M10 Server products, please contact your Fujitsu sales representative or Fujitsu Business partner, or visit our website.
<http://solutions.us.fujitsu.com/>

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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 resolve issues of environmental energy efficiency through IT. Please find further information at:
www.fujitsu.com/global/about/environment/



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