



## SOLACE RAPID HARDWARE REPAIR SERVICE TERMS AND CONDITIONS

With the purchase of any **Rapid Hardware Repair Service** plan (an “**Order**”), for the subscription term set forth in the Order (the “**Term**”), Solace will provide the support and maintenance services described below (the “**Support**”) to customer.

### 1. General Description

Provided that, in addition to the Order, customer has purchased a Standard Support plan for its Solace PubSub+ Appliance(s), then during the Term, Solace shall provide local Hardware sparing and On-Site Hardware repair for the Hardware (as defined below).

### 2. Definitions

**Hardware:** The Solace PubSub+ Appliance and any of its components that are field replaceable.

**Solace PubSub+ Appliance:** Purpose-built hardware offerings of Solace PubSub+ Event Broker.

### 3. Availability

Street addresses for all locations covered by your Rapid Hardware Support plan must be identified in writing to Solace in advance of sparing and on-site repair being offered to those locations. Solace may not be able to provide on-site repair to all your locations.

### 4. Sparing

Hardware spares will be delivered to customer’s premises once the related Support request has been investigated and a Hardware repair activity has been deemed necessary. Solace will supply functionally equivalent or better replacement Hardware which may be new or refurbished.

### 5. On-Site Hardware Repair

Solace Support will dispatch a technician to customer’s premises to install spare Hardware. Support is limited to replacing failed Hardware. Troubleshooting customer’s site’s physical infrastructure, such as power feeds and Ethernet cabling, is customer’s responsibility.

### 6. On-Site Response Times

On-Site Response Time is the length of time between:

- a) when Solace Support determines a visit by a technician is necessary, and the customer has provided the hardware serial number and confirmed that access to the site is available, and
- b) the time when the technician and replacement Hardware arrives on site at the customer.

On-Site Response Time targets vary depending on the location of the deployed Solace PubSub+ appliances. On-Site Response Time will be established by customer and Solace on a location-by-location basis.

### 7. Return of Failed Hardware

A Solace technician handles all aspects of returning failed hardware to Solace, including packaging, coordinating shipment and risk of loss. Shipping costs will be covered by Solace.

### 8. Relocation of Appliances

Customer must provide at least 45 days’ prior written notice if it chooses to move any of its appliances during the Term to allow Solace to confirm sparing coverage in the new location and deploy appropriate Hardware spare(s). Solace may not be able to provide sparing coverage in each new location. Any damages to an appliance in transit is solely customer’s responsibility.

### 9. Orders, Fees and Taxes

Orders for the Support are non-cancelable and non-refundable. Fees (and any applicable taxes) for the Support are payable in advance (and not in arrears). Solace will invoice for the Support on or after the date customer signs the Order (the “**Effective Date**”). Unless stated otherwise in the Order, undisputed fees and taxes for the Support are payable by customer within 30 days of issue of the invoice by Solace. Any applicable direct pay permits or valid tax-exempt certificates must be provided to Solace prior to the Effective Date. If Solace is required to pay taxes, customer will reimburse Solace for such amounts. This section does not apply to any taxes payable based on Solace’s income.