

Pay Per Case Service Terms and Conditions

The VASCO Pay Per Case is a service, provided by VASCO, to assist customers with an installation or a configuration problem of VASCO Products. The Support Case is handled by a VASCO Customer Support Engineer, via telephone and via Email.

WHAT IS COVERED BY THE PAY PER CASE SERVICE?

The VASCO Products can be used in a wide variety of configurations, requiring often very precise and exact skills, to allow the correct usage or integration of the product.

VASCO provides a Pay Per Case service, to assist it's customer with problems during the following activities, depending on the customers' requirements:

- Installation of the VASCO Product (complete product or individual modules or individual components)
- Configuration of the VASCO Product
- Troubleshooting of the VASCO Product
- Upgrade of the VASCO Product

No guaranties can be given as to the results of this service, because it is heavily dependent on the infrastructure where the VASCO Products will be used.

The Pay Per Case service as covered in these Terms and Conditions is available in a direct relationship between the customer and VASCO – independent from where/how the VASCO Products were purchased, provided that a valid license to use the VASCO Products is granted to the customer.

Under no circumstances, these Terms and Conditions will entitle the customer to directly receive post-sales support from VASCO. The direct post-sales support by VASCO is only available when it is covered by a separate Post-Sales Support Contract between the customer and VASCO. The Terms and Conditions will entitle the customer to directly receive post-sales support from VASCO for this 1 support case.

WHO PROVIDES THE PAY PER CASE SERVICE?

The Pay Per Case service is performed by qualified personnel ("VASCO Customer Support Engineers"), having extensive knowledge of the VASCO Products and the environment in which they are or can be installed.

The VASCO Customer Support Engineers have extensive experience in setting up, configuring and troubleshooting the VASCO Products.

The VASCO Customer Support Engineers can rely on a knowledgebase of information, with regards to the products itself and the integration.

The VASCO Customer Support Engineers have direct contacts with VASCO product experts who are able to assist with extremely specific and technical in-depth questions on a daily basis.

WHEN IS THE PAY PER CASE SERVICE PERFORMED?

The Pay Per Case service is performed by a VASCO Customer Support Engineer at the time agreed upon in the telephone or e-mail conversations between the VASCO Support Engineer and the contact person indicated on the order sheet. The VASCO Customer Support Engineers shall have the right to unilaterally alter the timing of services at its sole discretion, if so considered appropriate by VASCO Customer Support Engineers.

In order to respect planning of resources, VASCO requests a notification of at least 24 hours.

The VASCO Technical Support Service is available on business days (excluding Public Holidays and VASCO Holidays), from Monday to Friday, from 8:00 until 18:00 – CET (Brussels time). (VASCO Holidays can be checked on the Vasco website: https://www.vasco.com/support/support/support_services/closures.aspx)

HOW IS THE SUPPORT PROVIDED?

Vasco will communicate by Telephone and by Email with the contact person indicated on the order sheet.

Under no circumstances, The Pay Per Case Service will entitle the customer to receive remote assistance, for which VASCO remotely connects to the customer's systems. A separate service is available for Remote assistance: the Remote Assistance Package.

The customer will be assigned a unique support case ticket number. All activities related to the support case will be logged under this ticket.



OUTCOME

Once the installation, configuration and/or troubleshooting activities have been performed for the VASCO Products, covering the Problem description as agreed upon between VASCO and the customer, VASCO will provide a report in the form of a Support Case Timeline. This report will contain all the activities related to this support case and will be provided via e-mail. Any statements or representations presented in this report do not bind VASCO in any manner. No warranty is given as to the correctness of the information in the report.

Please note that installation, configuration and troubleshooting activities and any services related thereto provided by VASCO are without warranties of reaching any particular result and in lieu of all other warranties and conditions, express or implied, including those warranties or conditions of merchantability or fitness for a particular purpose. No results can be guaranteed as it is heavily dependent on the infrastructure where the VASCO Products are used.

LIABILITIES

Under no circumstances, VASCO can be held liable for any loss of data, configuration information or whatever. VASCO's liability under, for breach of, or arising out of this contract and/or any services provided hereunder shall be limited to refund of the purchase price of such service. In no event shall VASCO be liable for Customer's cost of procuring substitute services. In no event shall VASCO be liable for any special, consequential, incidental or other damages whether or not VASCO has been advised of the possibility of such loss, however caused, whether for breach or repudiation of contract, breach of warranty, negligence or otherwise. This exclusion also includes any liability that may arise out of third party claims against Customer. The essential purpose of this provision is to limit VASCO's potential liability arising out of this contract.

The customer shall protect itself from loss of data by making backup copies of its data, programs, system and configuration information. The customer is responsible for this operation. VASCO can under no circumstances be held responsible for loss of information and its consequences. It is particularly important that the client always ensures before contacting VASCO, that he has a valid and readable recent backup copy. It is the customers' responsibility that the necessary backups are made of all data and configuration information on ALL the systems involved, prior to starting to work on the Support Case.

PRE-REQUISITES

It is important that both VASCO and the customer have a good understanding of the expectations and the activities that must be performed.

To ensure this, VASCO requests the customer to provide a detailed description of the problem in the order sheet. Based upon this information, the VASCO Customer Support Engineer will be able to create and handle the support case.

It is important to have an up-to-date installation. To be able to provide the customer with the latest patches, it is mandatory that the customer has a valid maintenance contract for the VASCO product, subject to the supportcase.



CHOICE OF LAW

These Terms and Conditions shall be governed and construed according to the laws of Belgium.

DISPUTES

In the event of disputes, only the competent Courts of Brussels (Belgium) shall have exclusive jurisdiction.



ORDER SHEET – PAY PER CASE SERVICE

To be completed by the Customer:

Company: _____ VAT nr.: _____

Billing Street: _____

Billing Zip/Postal code: _____ Billing City: _____

Billing Country: _____

Authorised person: _____

Email Address: _____ Telephone number: _____

Your Order Reference: _____

The 2 pages, Order Sheet and Problem description, must be transmitted 24 hours before the activities will be performed. This information must be transmitted to the VASCO Customer Support Engineer:

- 1) via Fax at +32 2 609 9809
- 2) via Email at support@vasco.com

I herewith order from VASCO the Pay Per Case Service for 1 support case (Part Number 5414602) at a rate of 300,00€/340,00\$ for the problem described in the "Problem Description" section on the next page.

The payments for the Pay Per Case Service shall be made on the date of the invoice, unless otherwise indicated by VASCO.

The Pay Per Case Service will be provided at the time agreed upon in the telephone or e-mail conversations between the VASCO Support Engineer and the contact person indicated above.

The VASCO Technical Support Service is available on business days (excluding Public Holidays and VASCO Holidays), from Monday to Friday, from 08:00 until 18:00 – CET (Brussels time).

I herewith confirm to have read and accepted the VASCO General Terms & Conditions of Sale and to agree with the Pay Per Case Service Terms and Conditions outlined on the previous pages of this document.

For company: _____

Signature: _____

Name: _____

Title: _____

Date: ____/____/____



PROBLEM DESCRIPTION

VASCO Product.

With Which VASCO product are you experiencing the problem (name, version, Service release):

- Product: _____
- Version: _____
- Service Release: _____

System Version.

On which system is the VASCO Product running (OS, Version, SP, Language):

- Operation System: _____
- Version: _____
- Service Pack: _____
- Language: _____

Detailed Architecture & Network topology:

Provide detailed information on Domain Controllers, AD, Firewalls, Web servers, Where the VASCO product is integrated, ...



Problem Description	
Problem Summary	
What do you want the product to do?	
What is actually happening?	
What exactly does not work?	