

Uptime v3 Agreement - Special Conditions for Blue Coat Products

1 Definitions and Interpretation

- 1.1 “**Return to Base Commitment**” means a Commitment Level where the faulty Blue Coat Configuration Item must be returned to Blue Coat by the Client at an address nominated by NTT after which the Configuration Item will be returned to the Client by Blue Coat following repair or replacement.
- 1.2 “**Best Effort Commitment**” means NTT will endeavour to resolve Incidents within a timeframe with no guarantee and taking into account any external factors that are out of its control such as international cross-border customs clearing.
- 1.3 “**Blue Coat**” means Blue Coat Systems, Inc.
- 1.4 “**Next Business Day (NBD) Commitment**” means the Commitment Level where the identification of hardware failure is confirmed before 12:00 on a Business Day, NTT will dispatch Parts to Site before 18:00 on the Next Business Day.

2 Application

- 2.1 For the purposes of these special conditions ‘Blue Coat Configuration Items’ means the products listed in clause 2.2.
- 2.2 These special conditions apply to:
- (a) ProxySG®;
 - (b) ProxyAV;
 - (c) PacketShaper®;
 - (d) Director Appliance;
 - (e) WebFilter Software;
 - (f) Anti-virus Software;
 - (g) Director Virtual Appliance;
 - (h) Reporter;
 - (i) IntelligenceCenter®; and
 - (j) PolicyCenter.
- 2.3 These special conditions do not apply to Blue Coat Configuration Items that have been classified as End-of-Life by Blue Coat.

3 Return to Base - Parts repair or replacement

- 3.1 If, after receiving an Incident for a Blue Coat Configuration Item, NTT determines that a replacement product is required, then NTT must:
- (a) during the relevant Service Calendar, notify the Client that a replacement Blue Coat Configuration Item is required; and
 - (b) inform the Client of the steps the Client must take to return the faulty Blue Coat Configuration Item to Blue Coat’s designated site.
- 3.2 The Client must promptly return the faulty Blue Coat Configuration Item to Blue Coat as directed by NTT at its own cost.
- 3.3 NTT must arrange for Blue Coat to dispatch a repaired or replacement Blue Coat product directly to the Client within five Business Days from receipt of the faulty Blue Coat Configuration Item by Blue Coat from the Client.
- 3.4 Delivery of the replacement Blue Coat product will be dependent on the Shipping time, Australian customs clearance and local delivery time.

4 Incident management

- 4.1 The Client must provide NTT with “enable-mode” or equivalent “administrator” level remote access to the Blue Coat Configuration Items during the Service Calendar.
- 4.2 If agreed between NTT and the Client, NTT may coordinate a suitable time to establish a secure remote connection into the Blue Coat Configuration Items using Cisco Unified MeetingPlace or Cisco WebEx to perform Incident Diagnosis.
- 4.3 The Client must provide NTT with configuration-password-key and SSL certificates.