Support Schedule

1. Definitions

a) ***Business Day*** means Monday to Friday, except public holidays observed by LDA.

b) ***Business Hours*** mean 9:00 a.m. to 5:00 p.m. (Eastern Time) on a Business Day.

c) ***Client*** means a customer that has purchased support services from LDA.

d) ***Critical*** means an Issue resulting in the complete inoperability or severe loss of operability of/by the Product.

e) ***Customization*** means new functionality introduced in the IP Core that is separately chargeable, and is not a Minor Release or Major Release.

f) ***Documentation*** means user manuals, release notes or other specifications for a Product that is generally made available to Clients.

g) ***Exclusion*** means the Issues specified in section 3, and for Premium Development Support, means the Issues specified in section 5.c).

h) ***Extended Hours*** means 8:00 a.m. to 8:00 p.m. (Eastern Time) on a Business Day.

i) ***Firmware*** means the software code in executable format that operates the Hardware.

j) ***Hardware*** means a device or FPGA board that is purchased by the Client from LDA.

k) ***IP Core*** means an FPGA loadable image and object code communicating with FPGA, and which is licensed by LDA.

l) ***Issue*** means a Client-initiated concern via e-mail with the operation of the Product that is not an Exclusion, and for Premium Development Support, means any Client-initiated concern about the IP Core.

m) ***Major Release*** means a change to the IP Core made available to clients generally, where the version is represented by a change to the left of the decimal e.g. 1.x to 2.x, which is separately chargeable.

n) ***Minor Issue*** means an Issue that is not Critical.

o) ***Minor Release*** means a change to the IP Core made available to clients generally, where the version is represented by a change to the right of the decimal e.g. 1.2 to 1.3.

p) ***Patches*** means a software fix to conform to the Documentation.

q) ***Premium Development Support*** means the provision of developer support services by LDA solely for the IP Core, as set out in section 5.

r) ***Premium Hours*** means Business Hours, except as otherwise arranged with LDA.

s) ***Product*** means either, or both of, the Hardware and IP Core.

t) ***Response Time*** means when LDA begins processing an Issue as specified in section 2.b)ii).

u) ***Updates*** means software improvements that originate from LDA and made available to all clients generally.

2. Support Inclusions & Procedures

a) Support for the Product is provided in accordance with the table set out in section 0.

b) When the Client wishes to contact support or report an Issue that is not an Exclusion:

   i) it will send an e-mail to an e-mail address that will be provided by LDA, and includes, at a minimum, the following information:

      (1) description of problem

      (2) name of Hardware and serial # (if applicable);

      (3) confirmation of the IP Cores in-use;

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(4) output from diagnostic tools; and

(5) other information/output available from the Product.

ii) Upon receipt of the above detail, LDA will acknowledge receipt of the Issue and assign a technical resource review, assess and categorize the Issue. If LDA requires further information, the technician will contact the Client to obtain it; and

iii) Upon receiving sufficient information to reproduce, validate and categorize the Issue, an Issue or ticket will be updated with the relevant categorization.

The Client will receive updates about the status of an Issue by e-mail or other agreed method of communication.

c) If required, Client agrees to implement temporary procedures or workarounds provided by LDA whilst LDA works on a permanent solution.

d) If a RMA is issued, the Client is responsible for shipping the Hardware in its original packaging, or suitably equivalent packaging, to LDA for processing in accordance with support level subscribed to by the Client.

3. Support Exclusions

a) The Standard Hardware Warranty excludes:

i) troubleshooting; and

ii) configuration

b) Support excludes:

i) day to day administration of the Product;

ii) training;

iii) Customization;

iv) installation of the Product;

v) implementation of the Product;

vi) changes and enhancements to the IP Core and Firmware;

vii) third party products;

viii) improper site preparation, or site or environmental conditions in LDA's reasonable discretion;

ix) Client's non-compliance with the Documentation;

x) improper or inadequate maintenance or calibration;

xi) physical or mechanical damage to the Hardware;

xii) Client or third-party software, hardware, or other products;

xiii) modifications to the Product not performed by LDA;

xiv) virus, infection, worm or similar malicious code not introduced by LDA; or

xv) abuse, negligence, accident, loss or damage in transit, fire or water damage, electrical disturbances, transportation by Client, or other causes beyond LDA's control.

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4. Production Support Options

	Standard Hardware Warranty	Standard Maintenance & Support	Extended Maintenance & Support	Premium Maintenance & Support
Firmware	Patches	Patches and Updates		
IP core	n/a	Patches and Updates	Patches, Updates and Minor Releases	Patches, Updates and Minor Releases. Discount toward Major Releases
Service	n/a	Email support during Business Hours	Email support during Extended Hours	Email and phone support (direct phone number) during Premium Hours
Response Time	n/a	1 Business Day	Same day if the Issue is received prior to the end of Business Hours	2 hours during Premium Hours for Critical Issues Same day for Minor Issues via e-mail if the Issue is received at least 3 hours prior to the end of Premium Hours
RMA Services (includes parts and labour)	up to 10 Business Days*	up to 10 Business Days*	up to 5 Business Days*	up to 3 Business Days* and streamlined RMA processing, except as otherwise arranged with LDA,

*subject to availability from third-party suppliers

5. Premium Development Support

a) Premium Development Support is available during Business Hours and includes:
   i) all Patches and Updates;
   ii) e-mail / phone / chat for code walk-throughs, question and answer phone and conference sessions, code snippets;
   iii) specifically-arranged phone/conference calls outside of Business Hours (calculated in 1-hour increments); and
   iv) same-day response if Issue received at least 4 hours before the end of Business Hours.

b) Issues are limited to 12 per calendar month. Issues resolved by telephone/conference call are limited to 2 hours per week, calculated in 30-minute increments.
   i) Issues below the limit of 12 per calendar month cannot be carried forward.

c) Premium Development Support excludes:
   i) day to day administration of the Product;
   ii) production or actual use of the Hardware;
   iii) coverage outside of Business Hours;
   iv) training;
   v) Customization;
   vi) installation of the Product;
   vii) changes and enhancements to the IP Core and Firmware;
   viii) third party products;
   ix) improper site preparation, or site or environmental conditions in LDA's reasonable discretion;
   x) Client's non-compliance with the Documentation;

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xi) improper or inadequate maintenance or calibration;

xii) physical or mechanical damage to the Hardware;

xiii) Client, third-party software or other products;

xiv) modifications to the Product not performed by LDA;

xv) virus, infection, worm or similar malicious code not introduced by LDA; or

xvi) abuse, negligence, accident, loss or damage in transit, fire or water damage, electrical disturbances, transportation by Client, or other causes beyond LDA's control.

6. Terms

a) Support must be renewed on or before the expiry of the initial Warranty Period at LDA's then current rates. Failure to timely renew may render the Product ineligible for support.

b) This Support Schedule is subject to the terms posted at https://www.ldatech.com/sale-terms-conditions.

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