



Linux 24-7 Support & Maintenance



6th Floor, Block B, Excella Business Park, Jln. Ampang Putra, Tmn Ampang Hilir, Kuala Lumpur 55100.

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Magnifix Linux Support Package

Magnifix Support package is an annual support contract. The details of what included in the package are as below.

Package 1

Support package 1 includes:

1. Free upgrade of OS and Patches where possible.
2. 24x7, Phone, Email and Fax support
3. Business hours and Business day, 4 hours onsite respond time support.
4. Business hours and Business day, Remote access supports.
5. Consultation on Network and Computing planning where applicable.
6. Twice monthly (once every two weeks) maintenance visits and housekeeping, preventive maintenance.
7. Monthly maintenance and support reports.

Package 2

Support package 2 includes:

1. Free upgrade of OS and Patches where possible.
2. 24x7, Phone, Email and Fax support.
3. Next Business day, onsite respond time support.
4. Business hours and Business day, Remote access supports.
5. Consultation on Network and Computing planning where applicable.
6. Twice monthly (once every two weeks) maintenance visits and housekeeping, preventive maintenance.
7. Monthly maintenance and support reports.

Package 3

Support package 3 includes:

1. Free upgrade of OS and Patches where possible.
2. Business hours and Business day phone, email and fax support.
3. Business hours and Business day, remote access support

Support Quotation

Below are our Linux 24/7 Support pricing

No.	Description of Services	Qty	Unit Price	Amount
1	Linux Support Package I Yearly Package per server Refer above for details	1	\$36,000.00	\$36,000.00
2	Linux Support Package II Yearly Package per server Refer above for details	1	\$24,000.00	\$24,000.00
3	Linux Support Package III Yearly Package Refer above for details	1	\$3,000.00	\$3,000.00
Total (RM)				

Terms: Full amount as support maintenance agreement is signed and endorsed
 Validity: 30 days from the date of quote



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Magnifix General Linux Support and Maintenance statement and definition

Overview

Maintenance Terms And Conditions

I. Definitions

I.1. In this maintenance terms and conditions unless the context otherwise requires, shall have the following meanings:

“**Annual Subscriptions**” means the subscription that the Customer shall pay to MAGNIFIX on yearly basis.

“**Business Hours**” means 9:00am to 5.30pm (Monday to Friday except public holiday)

“**Extended Business Hours**” means 5:30pm to 12:00am (Monday to Friday except Public Holiday)

“**Grace Period**” means 2 month immediate after the signed maintenance terms and conditions 's expiry date.

“**Half Daily Rate**” means chargeable amount set by MAGNIFIX based on the maximum of 4 hours 's support services work. MAGNIFIX reserve right to change the changing rate when needed.

“**Hourly rate**” means chargeable amount set by MAGNIFIX based on the maximum of an hour 's support service work. MAGNIFIX reserve right to change the charging rate when needed.

“**Incidents**” means a single event or problem that leads to a support call, regardless of the number of email, phone calls or visits that occur as a result until the reported problems is solved. If a subsequent event or problem occurs, then that subsequent event or problem shall not deemed to an additional or new incident until the earlier problem is solved.

“**Non Support Criteria**” means support services shall exclusive of product benchmarking impact analysis, steps-by-steps installation & upgrade guidance, performance fine-tuning, migration, stress testing, end-of-life product support and non-related products support.

“**Public Holiday**” means any day, which declared as public holiday by Federal Government accordingly. If Public Holiday fall within weekend, then it should consider as Public Holiday.

“**Public Holiday Business Hours**” means 9:00am to 5:30pm

“**Public Holiday Extended Business Hours**” means 5:30pm to 12:00am

“**Response**” means the response in whatsoever mode MAGNIFIX may undertake its absolute discretion deem appropriate under Clause 6.

“**Subscribed Product**” means the products as annexed herewith in the Part I of the Second Scheduled or as specified in the Invoice.

“**Subscription Period**” means the period of coverage for this maintenance terms and condition from the effective date to the expiry date pursuant to Clause 7 herein.

“**Subscription Program**” means the terms and conditions contained in the purchase maintenance terms and condition between the Customer and the proprietor of the Product annexed herewith in the Second Scheduled or as specified in the invoice.

“**Upgrade**” means the both major and minor upgrades to the Subscribed Products other than a major change, which constitute a new Product as distinct from the Subscribed Product. Major upgrades are designated by a change in the number to the left to the decimal point of the number appearing after the product name while minor change are designated by a change in such number to the right of the decimal place. The license for the Customer to use the Upgrades shall be governed by the terms of the use of the Upgrades provided that where the terms of the use of the Upgrades conflicts with that of the terms contain herein, the terms herein shall prevail.

“**Weekend**” means Saturday and Monday

“**Weekend Business Hours**” means 9:00am to 5:30pm (Saturday and Sunday except Public Holiday)

“**Weekend Extended Business Hours**” means 5:30 to 12:00am (Saturday and Sunday except Public Holiday)

I.2. The scheduled or as specified in the Invoice annexed herewith shall form part of the Maintenance terms and conditions.

2. Scope of Coverage

2.1. In consideration of the customer paying the Annual Subscription as provided in first Scheduled or as specified in the Invoice, MAGNIFIX should provide the service and entitlement as contained in the second Scheduled or as specified in the Invoice.

2.2. This Maintenance terms and conditions shall exclude:

2.2.1. That of installation of Program, whether it is upgrade or a purchase of a new product.

2.2.2. Additional system requirements or development

2.2.3. Maintenance or supports of other system, databases, network, O/S, software or hardware components.

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- 2.2.4. Maintenance contract extends across other vendors' software/hardware version upgrade.
- 2.2.5. Any work involved in system installation, customization or modification to effect other vendors' upgrade is not included.
- 2.2.6. Maintaining the system and application health, log files, backup, restore and training.

3. Warranties by the Customers

The Customer warrants to the MAGNIFIX that:

- 3.1 It holds a current and valid license for the product.
- 3.2 Product is unmodified (unless is customized by MAGNIFIX)
- 3.3 Maintained the non-end-of-life release of the Product as defined by principle company
- 3.4 The hardware on which the product is install and used containing the configuration properly maintained and the latest generally released revision level specified by MAGNIFIX.
- 3.5 Product must be of the prime copy and not archival or backup
- 3.6 Product being use is compliance with the terms and conditions of the license maintenance terms and conditions
- 3.7 Product installation and use must be certified by MAGNIFIX with minimum operation and maintenance prepared are updated by MAGNIFIX.

4. Entitlement and Right of the Customer

This Maintenance and conditions shall entitled the Customer:

- 4.1 to download and/or receive free upgrades (subject to shipping and handling charges) to the Subscribed Product from a media or an Internet site which MAGNIFIX shall notify the customer.
- 4.2 To receive notification of new releases; and
- 4.3 To reproduce the Upgrades up to the approved number of copies as contained in the first Scheduled or as specified in the Invoice.

5. Restrictions on the Customer

The number of users of the Upgrades shall be limited to the first Scheduled or as specified in the Invoice.

6. Technical Support and Response

6.1 General

MAGNIFIX shall respond to a support issue via the appropriate medium (such as e-mail, telephone, fax or on-site) as determined by the urgency of the issue and the level of support required. MAGNIFIX shall endeavor to provide support on a best-effort, good faith basis but shall not warrant that the solution may be to the total satisfaction of the Customer. All support services shall base on the "6.2 On-Line Technical Support" and "6.3 On-Site Technical Support" clause.

6.2 On-Line Technical Support:

- 6.2.1 On-Line Technical Support shall subject proper reporting channel as described in the "Escalation Procedure" clause. MAGNIFIX shall provide On-Line Technical Support free of charge during Business Hours and Extended Business Hours only.
- 6.2.2 On-Line Technical Support shall limited to corresponding medium via e-mail, telephone, and fax remotely. On-Line Technical Support services shall borne to "Non-Support Criteria"
- 6.2.3 On-Line Technical Support shall also exclude the following:
 - (a) Repair of damaged resulting from misuse, neglect, abuse or accidents, failure of electrical power or physical or electrical stress or causes external to the Program or failure of air-condition or humidity control;
 - (b) Failure of the hardware;
 - (c) Failure of the Program resulting from any modification of the Program by the Customer;
 - (d) Any Program Errors which are erroneously classified as such.

6.2.4 Magnifix shall make reasonable efforts to correct significant Program Errors that the customer identifies, classifies and reports to the

Magnifix and which the Magnifix could substantiates. Magnifix shall be entitled to reclassified Program Errors if the Magnifix

Reasonably believes that that the errors was wrongly classified.

6.2.4 The Customer shall provide sufficient information for Magnifix to duplicate any Program Error before the commencement of any investigation by MAGNIFIX of the error.

6.3 On-Site Technical Support:

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- 6.3.1 Magnifix, when deem appropriate, shall provide on-site support to solve a reported problem during Business Hours, Extended Business Hours, Weekend and Public Holiday upon agreed with The Customer that chargeable rate stated in "6.3.2 and 6.3.5" clause
- 6.3.2 All out of pocket expenses incurred relating to The Incident shall be fully borne by Magnifix if The Incident is within customer's premise; otherwise, it shall be fully borne by The Customer.
- 6.3.3 On-Site Technical Support shall subject proper reporting channel as described in the "Escalation Procedures" clause.
- 6.3.4 On-Site Technical Support shall borne to "Non-Support Criteria"
- 6.3.5 All On-Site supports are chargeable to the Customer with Magnifix's standard rate accordingly:
 - (a) Business Hours: Half Daily Rate, with minimum of half day basis per visit.
 - (b) Extended Business Hours: Hourly Rate, with minimum of 4 hours basis per visit.
 - (c) Weekend Business Hours: Half Daily Rate x 1.5, with the minimum of half day basis per visit.
 - (d) Weekend Extended Business Hours: Half Daily Rate x 1.5, with the minimum of 4 hours basis per visit.
 - (e) Public Holiday Business Hours: Half Daily Rate x 3, with the minimum of half day basis per visit
 - (f) Public Holiday Extended Business Hours: Hourly Rate x 3, with minimum of 4 hours basis per visit.

6.4 On-Site support shall exclude:

- (a) Repair of damages resulting from misuse, neglect, abuse or accidents, failure of electrical power or physical or electrical stress or Causes external to the Program or failure of air-conditioning or humidity control;
- (b) Failure of the hardware;
- (c) Failure of the Program resulting from any modification of the Program by personnel unauthorized by Magnifix.
- (d) Any Program Errors which are erroneously classified as such.
- (e) Installation of any program whether new, upgrades or migration.

6.5 Deadline For Making Request for Support

All request for On-Line And On-Site Support shall have to make by the Customer To Magnifix not late than 4.30 pm for Business Hours support and 10:00 pm for Extended Business Hours support. This is to enable Magnifix to attend to the request on time. Any request made after 4.30 pm or 10:00 pm shall be attended the following day. (If it is not a public holiday, Saturday or Sunday). Special arrangement shall be make at less one working day earlier if Weekend and Public Holiday support services is required.

6.6 Escalation Procedure

The Customer shall call Magnifix's or email the Support Email Address to obtain the problems' call-log-number. Magnifix reserved right not to accept service call if problem reporting is not logged. The customer shall not access Magnifix support personnel directly without proper call-log-number. Magnifix shall attend to logged case with following response time:

- 6.6.1 Priority 1: Total system failure due to product issue. With response time of 1 working hours.
- 6.6.2 Priority 2: Partial system failure due to product issue. With the response time of 4 working hours
- 6.6.3 Priority 3: Low impact error message due to product issue. With the response time of 6 working hours.

7. Effective Date, Expiry date and Renewal

- 4.1 The Maintenance terms and conditions shall commence on the date of execution of this Maintenance terms and conditions (hereinafter referred to as "the Effective Date") and expires twelve (12) month thereafter (hereinafter referred to as "the Expiry Date").
- 4.2 The Customer shall at any time provide written notice to Magnifix if it shall decide not ot renew the Maintenance terms and conditions.
- 4.3 Two months before the Expiry Date, Magnifix shall forward a written notice and price list for the subsequent Subscription Period to the Customer for its renewal.
- 4.4 The customer have to give us a Purchase Order before the expiry date and not more than 14 days after the expiry date. If not the agreement considers terminated, until we received a Purchase Order for renewal.
- 4.5 Upon renewal by the Customer pursuant to Clause 6.4 above, Magnifix shall forward the respective maintenance terms and conditions and invoices for the Customer to prepare payment for the renewal.
- 4.6 Upon receipt of payment, Magnifix shall forward a letter of confirmation to the Customer stating that the maintenance terms and conditions has been renewed for another term of twelve (12) month effective from the renewal date. A new set of Effective Date and Expiry Date shall be given in the said confirmation letter.

8. Annual Subscription

- 8.1 The Customer shall pay to Magnifix the Annual Subscription as provided in the first Schedule or as specified in the Invoice.

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8.2 Magnifix shall be entitled to terminate the Maintenance terms and conditions or to suspend all services if the Customer default in paying the Annual Subscription or any part thereof, when it falls due.

9. Liability

9.1 Magnifix shall not be liable to the Customer for any delay or failure to provide upgrades where such failure or delay is beyond the Company's reasonable control. Magnifix shall not also to be held liable if the delay is caused by any act of God,

9.2 Magnifix shall not be liable for any damaged caused by the Customer's failure to perform its responsibilities or for any direct or indirect or consequential damages, including but not limiting to, loss of profits, business, revenue, goodwill or anticipated savings, even if Magnifix has been advised of the possibilities of such damages, loss or claims.

10. Confidentiality

10.1 The parties shall keep confidential and procure their respective agents and/or servants and/or independent contractors appointed by them to keep confidential any information disclosed by one to the other or encountered during the course of carrying out its obligation under this Maintenance terms and condition and shall not use or disclose any such information, except:

10.1.1 with the consent of the other party and in accordance with such condition as may be mutually agreed upon; or

10.1.2 in accordance with an order of a court of competent jurisdiction; or

10.1.3 to implement the terms of this Maintenance terms and condition.

10.2 The obligation under this Clause shall survive the termination or expiry of this Maintenance terms and condition and shall be binding upon the parties' beneficiaries, successors in title and permitted assigns.

11. Sub-Contracting

Neither party shall sub-contract or otherwise transfer this Maintenance terms and condition or any of its rights and obligations here under whether in whole in or in part without the prior written consent of the other.

12. Termination

12.1 If either party is in breach of any of the obligations specified in this Maintenance terms and condition and remains in breach for more than fourteen (14) days after receiving notice in writing from the other party than a breach exists, then the party not in breach may at its discretion terminate this Maintenance terms and conditions without prejudice to any rights that may have to seek compensation for loss or damage resulting from such breach.

12.2 Either party may be written given 30 days notice terminate this Maintenance terms and conditions immediately at any time without compensation thereof if:

12.3 Either party shall have a receiver or manager appointed over the whole or any substantial part of its assets; or

12.4 If either party shall be made or resolution passed for the winding up of either party (accept for the purpose of amalgamation or reconstruction); or

12.5 If either party shall become or is in the process of becoming insolvent or shall enter into any composition or arrangement with its creditors.

12.6 The Maintenance terms and conditions will be terminating if the Customer discontinue to use the product.

12.7 The Maintenance terms and conditions will be terminate if the product has been upgrade, tamper, modified or change by the other vendors beside Magnifix or parties authorized by Magnifix to perform the task.

13. Entire Maintenance terms and condition

This Maintenance terms and condition supercedes all Prior maintenance terms and condition, arrangements, and undertaking between the parties and constitutes the entire maintenance terms and conditions between the parties relating to the subject matter hereof. No addition or midification of any provision of this Maintenance terms and conditions shall be binding up on the parties unless made by a written instrument signed by a duly authorized representative of each of the parties.

14. Headings

The headings to the Clauses of this Maintenance terms and conditions are for ease of reference only and shall not affect the interpretation or construction of this Maintenance terms and conditions.



