

TD SYNnex AWS TechCARE 24x7 - Statement of Service (SoS)

1 Introduction

This TD SYNnex AWS TechCARE 24x7 Statement of Service ("SOS") defines the terms and conditions under which TD SYNnex provides the AWS TechCARE 24x7 support services (the "Services") and the conditions under which You are entitled to resell these Services as further defined in this SOS. This SOS is governed by TD SYNnex Terms and Conditions of Sale supplemented where applicable by Country Specific Terms & Conditions, both documents located at <https://eu.tdsynnex.com/terms-conditions> ("TCs"), StreamOne ION Platform Agreement for Resellers ("SIPA"), as amended from time to time, and AWS Distribution Seller Addendum to the ION Platform Agreement for Resellers, as amended from time to time, ("ADSA") signed between the Parties (the TCs, SIPA and ADSA collectively referred to as the "Agreement"). This SOS forms a separate agreement between Parties and replaces all prior oral or written communications regarding the subject matter of this SOS. Capitalized terms not otherwise defined herein shall have the meaning set forth in the Agreement.

2 AWS TechCARE 24x7 Description

TD SYNnex AWS TechCARE 24x7 provides Break/Fix Support for AWS products, designed to address technical issues and restore functionality within Customer's AWS environment. The Service is delivered by a team of AWS-certified professionals and is backed by AWS Partner-Led Support, ensuring that all resolutions adhere to AWS best practices and standards.

In providing AWS TechCARE 24x7, TD SYNnex does not own the product nor the license that is needed to set up a supported Product. It is Customer's responsibility to ensure that the Product is setup in compliance with AWS requirements.

3 SOS Term

This SOS shall commence on the date of the communication You receive from TD SYNnex after You submit the Service activation request, and it will remain in force unless terminated in accordance with the terms of this SOS. The termination of the SOS will not affect the term or validity of the Agreement. If Agreement is terminated for whatever reason by any Party, this SOS will terminate on the same day as the termination date of the Agreement.

Either Party may terminate this SOS for no cause at any time, You can initiate the termination of the Service by logging the ticket in ION.

You acknowledge and agree that the Service operates on a monthly billing cycle, which begins on the first day and ends on the last day of each calendar month. You further agree that, regardless of the activation or termination date of the Service within any given billing cycle, you will be responsible for the charges for the entire billing cycle.

4 AWS TechCARE 24x7 Entitlements

The table below provides a summary of the entitlements which are available as part of AWS TechCARE 24x7 Services.

Entitlement	
Service desk Coverage	24 x 7 x 365
Initial Response Times (IRT) SLA	Per severity
Contact Method	Phone/Email/Customer Portal
Tier 1 & Tier 2 Support	yes
Tier 3 support by Manufacturer	Backed by AWS Partner-led Support (PLS)
Hours of service	24/7
Languages	English
Unlimited cases and unlimited contacts	Yes
Architectural Guidance	Contextual to use-cases: - General Guidance included - Ad-hoc Consulting Chargeable
Third Party Software Support	Yes
Trusted Advisor	Checks
Support Automation Workflows	Yes

4.1 24 x 7 x 365 Service desk

TechCARE Services are supported by a 24 x 7 x 365 support operation employing industry leading tooling, DevOps processes and highly experienced support technicians. TD SYNnex TechCARE Service Centre (TSC) provides an English-speaking 24x7 Service Desk as a single point of contact for all operational support. Triage process:

Tier 1 – Support for basic customer issues such as solving usage problems and carrying out triage for new incidents.

If no solution is available, tier 1 personnel escalate incidents to a higher tier.

Tier 2 – Specialist, certified and knowledgeable technicians assess issues and provide solutions for problems that cannot be handled by tier 1.

Tier 3 – If no solution is available, tier 2 support escalates the incident to the tier 3 engineering in AWS Partner-Led.

4.2 Initial Response Time (SLA)

The Initial Response Time (IRT) is defined by time elapsed from creating and triaging the incident to an appropriate engineer being assigned to the case and contacting the Partner or End-Customer. This can include retrieval of further information from the End-Customer if the provided information is insufficient to triage. Based on the triage process, incidents may be classified as P0 - P3 in priority, as shown in the table below:

Incident Priority	Severity	Response Time
P0	Production System Down	30m
P1	Production System Impaired	1 hour
P2	System Impaired	8 hours
P3	General Guidance	Next Day

If the Customer does not provide the AWS TechCARE Service Centre with the required information concerning the incident within a reasonable timeframe which will not exceed 3-4 calendar days from the day the incident occurred, TD SYNnex reserves the right to close the request, considering the request to be satisfactorily

resolved. In such case, the Customer is also deemed to have renounced to its right to hold TD SYNnex liable for such request or to consider the SOS to be improperly executed in whole or in part by TD SYNnex.

4.3 How to Access Support

To submit an incident to the AWS TechCARE Service Centre, a Customer can use one of the following methods:

- **Webform:** Submit a request through the dedicated AWS TechCARE portal on Zendesk.
- **Email:** Submit a request via email.
- **Phone:** Submit a request calling the support phone number specific to your country.

The contacts access details will be shared by email when subscribing the service.

4.4 Incident Resolution Management

An Incident is an unplanned interruption to a service, or reduction in the quality of a service.

Incidents will be triaged by the TSC and classified into an appropriate severity level.

Once an incident is logged, the TSC provides regular communication to the Customer. For P0 events, a certified technician is assigned, and communications established within the first 30 minutes after an incident is logged, with formal updates provided in a timely manner.

Upon triage, the TSC will assign the incident an appropriate severity service level, which determines the period of response. Response time is the maximum amount of time within which the assigned, qualified TSC technician has to confirm their engagement on the Incident.

4.5 Customer Portal

The AWS TechCARE 24x7 Service will include a platform for Partners or End-Customers to raise incidents via the Customer Portal. Customer may make use of the below listed functions present at the Customer Portal:

- Raise and track incidents
- Track Service information
- Service reports

4.6 Major Incident Management (MIM)

Major Incidents are incidents that are of high significance and impact in the End-Customers' environment. The TSC provides Major Incident Management for such incidents and during a Major Incident, the TSC assigns management supervision to the issue on a 24 x 7 x 365 basis and ensures all reasonable measures taken to promptly resolve the issue. Additional communication channels are opened, outside of the technical resolution channels, to ensure key stakeholders are effectively updated and key decisions can be made collectively over the available choices to restore or resolve services in the most effective manner.

Major Incidents may be triggered by:

- A high priority incident (P0/P1) not progressing effectively to resolution
- An ongoing persistent issue damaging the perception of the service
- By agreement the significant End-Customer business disruption

5 Exclusions / Out of Scope

Any of the services, entitlements and/or deliverables which are not explicitly stated in this document to be **in scope** of the Services will be deemed out-of-scope.

The following list includes but is not limited to the service activities which are explicitly excluded from the scope of Services defined by this document:

- On-site services delivered by a TD SYNnex engineer
- Purchase of license and equipment for supported Products
- Documentation on the current situation
- Upgrade to the latest recommended software version at the start of the Service
- Changes that make it "impossible" for a TSC engineer to carry out remote management
- Configuration of End-Customer network and security products to allow TD SYNnex access
- Major version release upgrades
- License inventory and license audit
- Troubleshooting or management of devices/3rd party software not defined in this SOS
- Back-up of Customer's user data

6 Customer Responsibilities and Assumptions

TD SYNnex's performance is conditioned upon the following responsibilities being fulfilled by Partner and the Partner agrees that delays in performance of these responsibilities may result in additional costs and/or delays in the performance of Services and that TD SYNnex are not responsible for such costs. The responsibilities listed in this section are to be provided at no charge to TD SYNnex.

In order to allow TD SYNnex to perform the Services under this SOS, Partner shall promptly provide TD SYNnex with the accurate and necessary data or information. Partner is responsible for the accuracy and completeness of the information. Partner shall indemnify TD SYNnex and hold it harmless against all damages, costs, liabilities, expenses which result from any damages suffered by TD SYNnex due to the non-compliance by the Partner with the requirements of this section.

Partner understands and acknowledges that it is Partner's responsibility to inform the Customer on the requirements to deliver the Services and Partner will ensure that the Customer assumes Partner's responsibilities listed in this section.

Partner will:

- 1 Designate a competent employee or employees within its senior management who will make all management decisions and implementation decisions with respect to this project in a timely manner.
- 2 Provide all information and materials reasonably required to enable TD SYNnex to provide Services in a timely manner. TD SYNnex will not be liable for any losses, damages or deficiencies in the Services arising from inaccurate, incomplete, or otherwise defective information and materials supplied by Partner.
- 3 Ensure it has appropriate agreements in place with third parties to enable TD SYNnex to perform the Services under this SOS, where Partner is using or providing TD SYNnex with third party information, support, or materials including, but not limited to, where Partner employing other suppliers, whose work may affect TD SYNnex's ability to provide the Services. Unless specifically agreed otherwise in writing, Partner will be responsible for the management of the third parties and the quality of their input and work. Except to the extent TD SYNnex specifically agrees otherwise in writing, Partner is solely responsible for any third-party hardware, software, or communications equipment used in connection with the Services.

- 4 TD SYNnex reserves the right to deliver the Services using the pool of resources within TD SYNnex group of companies or to engage a third-party service provider. If TD SYNnex engages a third party to provide Services in full or part thereof, project coordination and delivery overview will remain TD SYNnex's responsibility. Partner acknowledges and agree that TD SYNnex may subcontract all or part of the Services to one or more of its subsidiaries, or to one or more of its subcontractors or suppliers.
- 5 Partner acknowledges that TD SYNnex may change the entitlements of the Service, TD SYNnex shall use commercially reasonable efforts to notify the Partner one month in advance of the change of entitlements.

7 Pricing

7.1 Fee Structure

The list pricing for the AWS TechCARE Service is based on a fixed percentage of the monthly AWS services usage charges associated with AWS TechCARE. The list prices can be consulted here: [EMEA - TD SYNnex AWS TechCARE 24x7 : TD SYNnex StreamOne Ion](#)

The monthly fee is determined by applying the agreed-upon fixed percentage to the gross AWS services usage charges, calculated on a per-account basis, before any discounts, credits, or adjustments are applied.

There is no minimum charge, and the fee is calculated solely based on the actual usage of AWS services during a month.

7.2 Billing Cycle

The fee is calculated and billed monthly based on the AWS usage charges incurred during the billing period. Each invoice will reflect the total gross usage charges for all of Customer's AWS accounts linked to the Service.

8 Definitions

- A. "**Business day**" means Monday to Friday from 9am to 6pm CET, excluding public holidays.
- B. "**Customer**" means the Partner and/or the End-Customer.
- C. "**End-Customer**" means Partner's end-customer who is the end user of the Services delivered by TD SYNnex. End-Customer details shall be provided to TD SYNnex by the Partner and such details will be defined in the offer or quote issued by TD SYNnex to the Partner.
- D. "**Incident**" means an unplanned event that may or has interrupted the quality or performance of the Services.
- E. "**Partner-Led Support**" means the technical support provided by AWS to TD SYNnex for Tier 3 escalation.
- F. "**Usage**" means fees for use of Services (other than AWS Professional Services, AWS Training, AWS Certification and Outpost) in Eligible Regions.
- G. "**Portal**" means the online secure internet facing systems by which Customer may interact with the Service.
- H. "**Product(s)/Device(s)**" means the Customer's product(s) and/or software supported by TD SYNnex.
- I. "**Remote Technical Support**" means telephone and web-based support.
- J. "**Initial Response Time**" means the timeframe within which an issue will be logged, and investigation begin; there is no defined resolution time or time to fix.
- K. "**Services**" means AWS TechCARE 24x7 as further defined in this document.
- L. "**SLA**" means "Service Level Agreement" as described in this document.
- M. "**TechCARE Service Centre**" or "**TSC**" means technical engineering team who is performing the Services.
- N. "**TD SYNnex**" means TD SYNnex entity that accepts Your orders.