

General EOL Policy



- Definitions

Business Hours [BH]	Means any time of the week between 9:00 and 17:00 local time except weekends and local public holidays (official bank holidays) at the Regional Support Centre or other holidays as published on the Newtec website.
Customer	Means Newtec's direct customer for the product at stake. If Newtec's direct customer is an OEM, the OEM's own customers cannot be considered customers of Newtec and the OEM shall be solely responsible for the EOL process vis-à-vis its own customers (to the exclusion of Newtec).
Hardware	Means physical components and electronic circuitry.
EOL	Means the end of life for the product at stake.
End of Engineering	Means the last day where software related bugs may be notified and bug fixes requested from Newtec.
End of Sales	Means the last day where a customer or an OEM may order the EOL product from Newtec.
End of Support	Means the last day where Newtec shall provide support for the product at stake.
OEM	Original Equipment Manufacturers are manufacturers who resell another company's product under their own name and branding. While an OEM is similar to a value-added reseller, it refers specifically to the act of a company rebranding a product to its own name and offering its own warranty, support and licensing of the product.
Newtec	Means Newtec Cy NV, with registered offices at Laarstraat 5, 9100 Sint-Niklaas (Belgium).
RMA	Means Newtec's then applicable Return Material Authorization policy.
RSC	Stands for Regional Support Centre and means any regional staff of Newtec support engineers.
Software	Means all or any part of the specific collection of application programs developed, sold and/or licensed by Newtec.

- General end of life policy

- (i) The EOL process begins with the announcement of the planned EOL of a given product. Such announcement will be accompanied by a timeline describing the product phase out plan. Additionally, to the extent relevant, Newtec shall also provide recommendations and alternatives for the EOL product transition.
- (ii) Material EOL announcements, timelines and information shall be made available on Newtec's dedicated website at <http://www.newtec.eu/library/legacy-products>. Newtec may at its discretion decide to send direct EOL announcements and information, by e-mail or otherwise, to Customers.
- (iii) Newtec shall exercise commercially reasonable efforts to give a 6 (six) month notice prior to the effective End of Sales date, when announcing a proposed EOL.
- (iv) Newtec shall exercise commercially reasonable efforts to provide bug fixes (software maintenance) for a period of 1 (one) year from the End of Sales date.

Corporate Headquarters

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- (v) Newtec shall exercise commercially reasonable efforts to provide access to its service desk for technical support (during the Business Hours) for a period of 2 (two) years as from the End of Sales date and for a period of 1 (one) year as from the End of Engineering date.
- (vi) Newtec shall exercise commercially reasonable efforts to provide repairs or replacement (spare parts) for the EOL product for a period of 3 (three) years from the End of Sale date (and for a period of 1 (one) year as from the End of Support date). Newtec will provide spares parts in accordance with its RMA procedure.

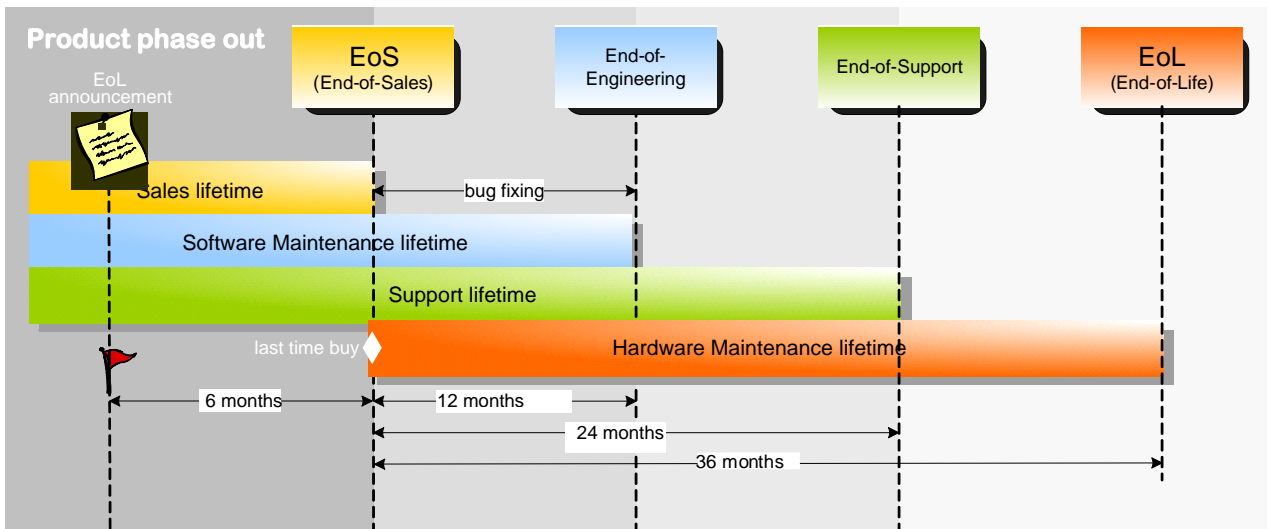


Figure 1 Product phase out timeline

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