

# GOOGLE SEARCH APPLIANCE™ (GB-1001/GB-5005/GB-7007/GB-8008/GB-9009)

## TECHNICAL SUPPORT SERVICES GUIDELINES ("TSSG")

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### 1. Support Services.

1.1 Service Addenda. Google will provide Customer the support for the Appliance as indicated in the Ordering Document. The levels are further described below. If the Ordering Document does not identify a support level, then Google will provide Standard Support. In addition to the two available Support levels, Customer may order other, optional, support offerings as provided by Google.

Support Level	Described In:
Standard Support	<a href="#">Addendum A</a>
Premium Support	<a href="#">Addendum B</a>
Optional Support Offerings	<a href="#">Addendum C</a>

1.2 Characterization of Requests. Upon receiving a Request from a Customer Contact, Google will determine whether the request is a severity level of the Request, and whether or not a Request is a Feature Request. Google will characterize a Request in its sole discretion.

1.3 On-Site Maintenance. Google reserves the right to perform on-site maintenance of the Appliance, as deemed necessary by Google. In order to receive this on-site TSS, Customer must respond within two Business Days to any request for access by Google Technical Support Personnel, and will arrange the site visit(s) at the parties' mutual convenience.

1.4 Google Enterprise Support (GES) Site. If the URL for the GES Site or any procedure associated with the GES Site is changed in the future, Google will notify Customer Contacts via e-mail prior to making the change.

1.5 Support Hours. Google will only process Requests during Hours of Operation. Any Requests received outside the Hours of Operation will be logged and processed at the beginning of the next Business Day unless the: (a) request is a Severity 0 Request; (b) Customer is entitled to Premium Support; and (c) Customer correctly triggers Premium Support.

1.6 Software Subscription Service. Customer is entitled to receive Updates during the Support Period. Updates will be made available on the GES Site. Google Technical Support Personnel may notify Customer Contacts via e-mail when Updates for the Appliance become available.

1.7 Hardware Support Service. Google reserves the right to provide a replacement Appliance as part of an Appliance Update. Any Requests which are related to the Hardware will be handled as follows:

- a. Hardware Issue. If Google Technical Support Personnel determine that a bug, error, or malfunction is caused by the Hardware or a Hardware-related software failure, Google will

determine, in its sole discretion, whether to provide a replacement Appliance rather than repairing the Appliance.

b. Repair. If Google Technical Support Personnel decide to repair the Hardware, either Google will ship one or more replacement parts as required to repair the appliance and provide instructions to Customer to exchanged parts, or Google Technical Support Personnel will arrange a visit to the Customer site. In case a visit is arranged, the visit will be scheduled at the earliest mutual convenience of both parties.

c. Replacement. If Google deems it necessary, Google will ship a replacement Appliance with a comparable hardware configuration, and typically with the most recent Software version installed, to Customer.

d. Expedited Replacement. If Customer is experiencing Serving Downtime and Google decides a replacement Appliance is necessary, Google will use commercially reasonable means to ensure expedited delivery of the replacement Appliance to Customer.

e. Hardware Damage. TSS includes repair or replacement of Hardware that is defective or damaged when Customer receives it, as determined in Google's sole discretion. Normal wear and tear during shipment does not constitute defective or damaged Hardware.

## 2. Accessing Support.

2.1 Google Enterprise Support (GES) Site. Only Customer Contacts are entitled to access to the Enterprise support site, located at <https://support.google.com/enterprise/>, or such URL as Google may provide periodically. The GES Site contains the Documentation, FAQs, software updates, and user forums.

2.2 Google Enterprise Document Center. Documentation related to the Appliance is published publicly at <http://code.google.com/apis/searchappliance/documentation/> or such URL as Google may provide periodically.

2.3 Access to Support. Only Customer Contacts may submit Support Requests, and must do so following the instructions provided by Google at the time of purchase. In Google's sole discretion, the submission process may consist of submission of a web form through the GES Site, by e-mail, by phone, or by contact through web form, e-mail, or phone. If the instructions to open a Support Request change in the future, Google will notify the Customer Contacts via e-mail in advance of any such change.

2.4 Support Hours and Target Initial Response Times. Google will make commercially reasonable efforts to respond to Requests submitted by Customer Contacts within the target initial response times set forth in the table below.

Support Level	Standard Support	Premium Support
24x7 Pager Support for Sev0 Request	Not available	Included 1 Hour
Severity 0 First Response: Phone (During Telephone Support Hours)	2 Business Hours	1 Business Hour

Severity 0 First Response: Web/Email	2 Business Hours	2 Business Hours
Severity 1 First Response	1 Business Day	1 Business Day
Severity 2 First Response	1 Business Day	1 Business Day
Severity 3 (Feature Request) First Response	3 Business Days	3 Business Days

### 3. Customer Obligations.

3.1 First Level Support; Escalation. Customer Contacts will provide initial support to the end-users of a Customer Appliance. Prior to making a request to Google, Customer Contacts will make reasonable efforts to resolve the issue using the Documentation and other material provided by Google.

3.2 Customer Contacts. If Customer wants to change the Customer Contacts, Customer will notify Google via support Request at least five Business Days prior to the date upon which Customer desires the change to take effect.

3.3 Diagnostic Information. When making each Request, Customer will provide at least the following diagnostic information: (i) unique appliance identification number (e.g. S5-.../C5-.../T1-.../T2-.../U1-...); (ii) a description of the problem, the configuration, and Customer's network; (iii) data or logs as requested by Google; (iv) a detailed description of the attempted troubleshooting steps; and (v) timely responses and follow-up communication, via e-mail or telephone, to answer questions and make reasonable effort to assist Google Technical Support Personnel as requested.

3.4 Internet Access. Customer Contacts may be required to download Updates located on the Internet in order to provide a Fix to resolve a Request.

#### 3.5 Remote Support Access.

a. Required. Customer will provide Remote Support Access to Google. Customer will set up and verify the preferred Remote Support Access connection method as part of the initial installation of the Appliance.

b. Use. If Google determines that Remote Support Access is required to resolve a Request, Google Technical Support Personnel will connect to the Appliance via Customer's designated Remote Support Access method. Google Technical Support Personnel will not access the Appliance via any other means other than as set forth in these TSSG.

c. Exception. Customers who have purchased the Disconnected Support option, described in Addendum C, "Optional Support Offerings," do not have to provide Remote Support Access.

#### 3.6 Physical Access to the Appliance at the Customer site.

a. Might be Required. Customer agrees to provide Google Technical Support Personnel with full and timely physical access to the Search Appliance. If Google determines, in its sole discretion, physical access to the Appliance is necessary to resolve a Request, Google will request physical access to the Appliance. For GB-5005 and GB-8008, physical access requires twenty four inch clearance on both sides of the Appliance.

b. Scheduling. Google will make commercially reasonable efforts to schedule a site visit at the earliest mutual convenience of both parties. If Customer cannot provide the required access within ten Business Days of Google's request, the Google Technical Support Personnel will close the Request.

c. Because of Disconnected Support. If physical access is required due to Customer's selection of Disconnected Support, as defined in Addendum C, Customer will be responsible for all costs associated with any site visits, including and not limited to materials, actual travel, and out-of-pocket expenses.

3.7 Installation of Updates. Customer will use the current Software version and Connector Software version during the Support Period. If a Fix is required to resolve a Request, Google Technical Support Personnel may require Customer to download and install the most recent Update (within one release of the most current Software version or Connector Software version).

3.8 Return of Replaced Unit. If Google ships a replacement Appliance to Customer, Customer must ship the replaced Appliance back to Google or to Google's designated recipient for receipt within forty-five days of the date Google shipped the replacement unit to Customer. Customer will follow instructions for return as provided by Google Technical Support Personnel. If Customer and Google mutually agree in writing that Customer will not return the replaced Appliance, Customer shall follow the Hardware Replacement Procedure for Non-Return Units then in effect and available from Google upon request.

3.9 Installation and Configuration of Hot Back-Up Failover Appliance. Premium Support orders (See Addendum B) include a Failover Appliance. Customer must install the Failover Appliance, synchronize its configuration with the primary (production) Appliance, and operate the Failover Appliance in the same production environment and in such a way that it is available for immediate failover purposes. 24x7 support may be refused if Severity 0 requests are made without deployment of the Failover Appliance as set forth in this section.

4. Additional Services. Support services not included in these Guidelines must be purchased from Google, or from one of Google's partners. These additional support services are subject to availability and will be purchased pursuant to a separate agreement. Requests for assistance with XSL coding, other than basic variable changes, are not included in Google Technical Support Services.

Support Level	Standard Support	Premium Support
Installation Service and Transfer of Knowledge for GB-5005 and GB-8008 Appliances	Included (if applicable)	Included (if applicable)
Remote Support by approved VPN	Included	Included
Remote Support by approved desktop connection	Purchase Separately as Collaborative Support package	Purchase Separately as Collaborative Support package
Disconnected Support	Included with purchase of DIS appliance SKU only	Included with purchase of DIS appliance SKU only

5. Definitions. Capitalized terms not defined here have the meaning set forth in the Agreement.

"Admin Console" means the web based administrative console through which Customer can configure and administer the Appliance, and link to Google's online help center.

"Agreement" means the license agreement for the Google Search Appliance, and the applicable Ordering Document, which references these Guidelines.

"Business Day" means any day other than a Saturday, Sunday or a regional holiday as listed on the GES Site. For: (a) Appliances located in Europe, Middle East and Africa, refer to the Google Enterprise Support Holidays in EMEA; or (b) Appliances located in Japan, refer to the Google Enterprise Support Holidays in Asia Pacific; and (c) Appliances located in all other countries, refer to the Google Enterprise Support Holidays in the Americas.

"Business Hour" means a time period of one hour within the Hours of Operation.

"Connector Software" means certain proprietary computer programs in binary executable and script form only, as well as proprietary software data, as such may be modified from time to time, that is made available to Customer to be installed on separate hardware. Connector Software includes the components "Google Connector Manager for Google Search Appliance", "Google Sharepoint Connector for Enterprise Search Appliance", "Google Documentum Connector for Enterprise Search Appliance", "Google Filenet Connector for Enterprise Search Appliance", "Google Open Text Livelink Connector for Enterprise Search Appliance".

"Customer Contacts" means up to two search system administrators or technical employees designated by Customer in writing who are allowed to contact Google for technical support.

"Documentation" means Google proprietary documentation in the form generally made available by Google to its customers for use with the Appliance, including documentation provided via the Admin Console help center.

"Failover Appliance" means a secondary Appliance deployed by Customer as described below in "Addendum B: Premium Support." A Failover Appliance is only considered to be in production when it is in use as a failover device for a Production Appliance.

"Feature Request" means any suggestion made by Customer to Google Technical Support Personnel that is unique to a Customer Contact and is unrelated to a Fix, Severity 2 Request, Severity 1 Request, or a Severity 0 Request. These include Requests by Customer Contact to incorporate a new feature or enhance an existing feature of the Software, Connector Software, or Hardware. Feature Requests are categorized as Severity 3 Requests.

"Fix" means a correction, fix, alteration, Update, or workaround that solves a Severity 2 Request, Severity 1 Request, or a Severity 0 Request.

"Google Enterprise Support Site" (or "GES Site") means the site provided by Google to secure site and online support portal provided by Google for use by its Customers, and which includes Documentation and online knowledge base (currently at <https://support.google.com/enterprise/>, or such other URL as may be updated by Google from time to time), and related public content hosted elsewhere and directly linked from the URL provided.

"Google Enterprise Support Telephone" (or "GES Telephone") means the telephone number provided by Google to Customer for reporting Severity 0 Requests (or such other telephone number as may be updated by Google from time to time).

"Google Technical Support Personnel" means the Google representative responsible for handling technical support requests.

"Hardware" means the tangible physical components of the Appliance, including the media on which the Software is pre-loaded (but excludes the modem available upon request to be shipped by Google for remote access to the Appliance).

"Hours of Operation" means either: (a) for Appliances located in Europe, Middle East and Africa, 7:00 to 17:00 Greenwich Mean Time (GMT) on Business Days; (b) for Appliances located in Japan, Australia, New Zealand, and Southern/Eastern Asia, 7:00 to 17:00 Japan Time; or (c) for Appliances located in all other countries regions, 6:00 a.m. to 5:00 p.m. Pacific Time on Business Days.

"Ordering Document" means a Google order form, or a Google quote, either of which will contain at least the type of support services provided, as well as the Support Period.

"Production Appliance" means an Appliance that is used in a production scenario (serving results to Customer's end-users).

"Remote Support Access" means a Customer-enabled remote network connection to the Appliance for use by Google to diagnose or correct, or both, a Severity 2 Request, Severity 1 Request, or Severity 0 Request from Customer, as described below in "Customer Obligations."

"Request" means a Feature Request, Severity 2 Request, Severity 1 Request, or a Severity 0 Request.

"Serving Downtime" means a failure of the Appliance to provide any search results to Customer and its end-users.

"Severity 0 Request" means any error, bug or malfunction that causes a failure or imminent failure of a Production Appliance resulting in the appliance to be largely unusable for its intended purpose.

"Severity 1 Request" means an error, bug, or malfunction that causes significant system degradation, without causing a Severity 0 issue, of a Production Appliance. A Severity 1 Request results in the appliance being usable but impaired.

"Severity 2 Request" means an error, bug, or malfunction that affects use of the Appliance but is not: (a) a Severity 1 Request; (b) a Severity 0 Request; or (c) a single question regarding features of the Hardware or Software or Connector Software, excluding Feature Requests. A Severity 2 Request can be filed regarding either a Production or a Failover Appliance.

"Software" means certain proprietary computer programs in binary executable and script form only, as well as proprietary software data, as such may be modified from time to time, that is installed on the Hardware.

"Support Period" means two years from the date of shipment of the Appliance by Google, unless otherwise specified in the Agreement.

"Telephone Support Hours" means 6:00 a.m. to 5:00 p.m. Pacific Time on Business Days for Appliances located in the U.S., or 9:00 a.m. to 5:00 p.m. GMT for Appliances located in the United Kingdom.

"Update" means minor enhancements to functionality and modifications to the Software or Connector Software that are made generally available to customers as part of Technical Support Services during

the Support Period.

## **Addendum A: Standard Support**

Standard Support consists of:

1. Google Enterprise Support (GES) Site access
2. Software Subscription Service (Software Update)
3. Hardware Support Service
4. Standard Response
5. Installation Services for GB-5005 and GB-8008 (where applicable)
6. Transfer of Knowledge Services for GB-5005 and GB-8008
7. Remote Support Access via Standard VPN Connect

1. Standard Response.

1.1 Severity 0 Requests. Google will make reasonable commercial effort to respond to Severity 0 requests within two business hours. Google Technical Support Personnel may require Remote Support Access to conduct diagnostic tests to determine how the Severity 0 Requests may be resolved, and will make commercially reasonable efforts to provide a Fix for the Severity 0 Request.

1.2 Severity 1 Requests. Google will make reasonable commercial effort to respond to Severity 1 Requests by the next Business Day. Google Technical Support Personnel may require Remote Support Access to conduct diagnostic tests to determine how the Severity 1 Requests may be resolved, and will make commercially reasonable efforts to provide a Fix for the Severity 1 Request.

1.3 Severity 2 Requests. Google will make reasonable commercial effort to respond to Severity 2 Requests by the next Business Day. Google Technical Support Personnel will conduct diagnostic tests to determine how the Severity 2 Request shall be resolved, and will make commercially reasonable efforts to provide a Fix for each Severity 2 Request.

2. Installation Services for GB-5005 and GB-8008 Appliances.

2.1 Installation by Google. Installation of the Appliance will be conducted solely by Google Technical Support Personnel or Google's authorized representatives. Google will provide up to one day of on-site support, including the knowledge transfer session described below, to assist in the installation of the Appliance. Current information on technical details and procedures regarding the Appliance will be available at the GES Site.

2.2 Knowledge Transfer. As part of these installation services, Google will provide up to four hours of knowledge transfer at a location in the proximate locale of the installation site (e.g., within 10 miles of the installation location). The knowledge transfer session will be provided either immediately preceding or immediately following the installation.

2.3 Installation Not by Google. If the Appliance is not installed as set forth in these TSSG, or Customer transfers the Appliance to a location different from the original installation location, Customer will be liable for any recertification costs and additional support costs to continue receiving Technical Support Services. The fees for these costs will be billed at Google's then current rates. Google will invoice Customer, and Customer will pay, Google for the additional support, plus materials, actual travel, out-of-pocket expenses incurred, and taxes, which are not included in the rates and will be invoiced separately, if applicable.

3. Standard VPN Connect. Standard VPN Connect support requires Customer-purchased and Google-approved software with 24x7 accessibility to the Appliance. Customer must request Google's approval of any specific Customer VPN solution for purposes of Remote Support Access under these guidelines.

## **Addendum B: Premium Support**

Premium Support consists of:

1. Google Enterprise Support (GES) Site access
2. Software Subscription Service (Software Update)
3. Hardware Support Service
4. Premium Response
5. 24x7 Pager Support for Severity 0 Request
6. Installation Services for GB-5005 and GB-8008
7. Transfer of Knowledge Services for GB-5005 and GB-8008
8. Remote Support Access via Standard VPN Connect
9. Failover Appliance (Premium Support orders completed after July 1st 2007 only)

1. Premium Response.

- 1.1 Severity 0 Requests. Google will make reasonable commercial effort to respond to Severity 0 Requests within one hour during Telephone Support Hours if the Request is reported to Google Enterprise Support Telephone or within two hours during Hours of Operation for all other Requests. Google Technical Support Personnel may require Remote Support Access to conduct diagnostic tests to determine how the Severity 0 Requests may be resolved.

- 1.2 Severity 1 Requests. Google will make reasonable commercial effort to respond to Severity 1 Requests within one Business Day. Google Technical Support Personnel may require Remote Support Access to conduct diagnostic tests to determine how the Severity 1 Requests may be resolved, and will make commercially reasonable efforts to provide a Fix for the Severity 1 Request.

- 1.3 Severity 2 Requests. Google will make reasonable commercial efforts to respond to Severity 2 Requests within one Business Day. Google Technical Support Personnel will conduct diagnostic tests to determine how the Severity 2 Request may be resolved, and will make commercially reasonable efforts to provide a Fix for each Severity 2 Request.

- 1.4 24x7 Pager for Severity 0 Requests only.

- a. Requirements; Response. This service can only be used for Severity 0 Requests. 24x7 Pager for Severity 0 Requests service requires Remote Support Access, which has been previously established and successfully tested, to the affected appliance(s). Eligibility for 24x7 Premium Support requires pre-launch deployment of the provided Failover Appliance in a redundant configuration with the Production Appliance. Google will make reasonable commercial efforts to respond to Severity 0 Request pages within sixty minutes.

- b. Definition; Instructions. A Severity 0 outage in this case specifically means an issue affecting both the Production and Failover Appliances, making the production search application effectively unusable at the time support is requested. Specific instructions for issuing a Severity 0 Request via 24x7 Pager are provided by Google at time of sale, and may be updated from time to time thereafter by notification to Customer Contacts.

2. Standard VPN Connect. Standard VPN Connect support requires Customer-purchased and Google-approved software with 24x7 accessibility to the Appliance. Approval of any specific Customer VPN solution for purposes of Remote Support Access under these guidelines will be requested by contact with Google.

## **Addendum C: Optional Support Offerings**

Customer may elect to purchase additional Google Technical Support offerings, which are described below.

1. Collaborative Support. Collaborative Support offers Remote Support Access using GoToAssist™, made available from Citrix Systems, Inc. Google Technical Support Personnel will work with the Customer Contact to schedule a collaborative support session. At a mutually agreed upon time, Google Technical Support Personnel will direct the Customer Contact to login to a web portal. The Customer Contact will be asked to download the GoToAssist thin-client while logged into the web portal. If the Customer Contact does so, Google Technical Support Personnel will then be able to begin a remote-support session with the Customer Contact.
2. Disconnected Support.
  - 2.1 Generally. When providing only Disconnected Support, Google will not have remote access to the Search Appliance for technical support services during the Term of the Agreement, unless the remote access is requested by Customer. Google will use commercially reasonable efforts to provide support via e-mail and online support methods only.
  - 2.2 Onsite Support. If Google determines, in its sole discretion, that an on-site visit is required to resolve Customer's Support Request, Customer may then request on-site support. On-site support will be scheduled by Google, subject to Google's resource availability and Google's standard terms for such services. Customer will be responsible for all costs associated with on-site support at Google's then current rates. In order to receive on-site support, Customer must provide Google with full and timely access to the Search Appliance at reasonable times. Failure to provide this access will relieve Google of any obligation to provide on-site support.
  - 2.3 Hardware Replacement Procedure for Non-Return Units. Under the Disconnected Support model, all Hardware replacements will be handled via the following Hardware Replacement Procedure for Non-Return Units:
    - a. Certifying Software Removal. If Google notifies Customer the Hardware needs to be replaced, Customer will erase the Software from its Appliance in compliance with the removal process provided by Google. Customer will certify, in the form requested by Google or, if applicable, the removal of the Software within thirty Business Days of Google's notification.
    - b. Hard Drive Destruction. Google will determine, in its sole discretion, whether the hard drive of an Appliance slated for replacement should be destroyed. If required to do so by Google, Customer will destroy the hard drive of the Appliance to be replaced. Google may also require Customer to: (i) allow a Google engineer to inspect the interior of the Appliance to be replaced to determine which components were responsible for the defective performance; and (ii) then to observe the physical destruction of the hard drive contained therein. Once Google decides an Appliance must be replaced, Customer will not use it further, and Customer's use of the Appliance in violation of this restriction is at Customer's sole risk.
    - c. Replacement Appliances and License Keys. Google will ship to Customer a replacement

Appliance with only a temporary use license. Upon Google's receipt of certification that the Software has been erased as required, Google will issue Customer a license key that enables the Software for use with the replacement Appliance for the remaining Term of the license granted pursuant to the Agreement.

d. Hardware Replaced Due to Customer's Breach. If Google determines, in its sole discretion, that the Hardware must be replaced due to Customer's use of the Appliance in violation of the Agreement, Customer will be responsible for the costs of the replacement Hardware, as well as all costs associated with the support and destruction of the existing Hardware in Customer's possession. All such costs will be at Google's then current rates.