



Subscription and Support Terms

Last Modified: 2022-Jan-24

SWARM Perception Subscription (PS)

The Products of the Swarm Perception Platform are licensed to run for a certain amount of time.

During active SWARM Perception Subscription period the customer is entitled to receive all software bugfixes, updates and upgrades, which are released by Swarm Analytics for the respective product

SWARM Data Subscription (DS)

During active SWARM Data Subscription period the customer is entitled to use the Swarm data analytics and retention according to the respective limits.

As of Jan 2022 the limits are:

Type of data	Retention period for raw events	Retention period for 15min coarse-grained data
Event types (Counting Line, Origin Destination, Virtual Door & Region of interest)	1 week	3 years
License plates with ANPR feature*	Up to 1 month	-
Raw tracks	Raw tracks cannot be retrieved in Data Analytics and will not be stored. Raw tracks feature can only be used by retrieving data via MQTT	

*License plates are sensitive data and data owner must configure retention period in SWARM Perception Platform. In case retention period is set longer than 1 month, data will not be stored further in the past

SWARM Instant Replacement (IR)

Optional: Hardware Support – Instant Replacement (for hardware or hardware bundle products)

Duration

The Instant Replacement service begins on the date the Swarm Analytics product is activated and expires when the Swarm Subscription expires.

If you purchased your product directly from Swarm Analytics, Inc:

During your Instant Replacement service period, if your product fails, you should contact Swarm Analytics. We will use commercially reasonable efforts to ship a replacement product within 1 business day (for EEA only). For customers outside the EEA, we will use commercially reasonable efforts to ship a replacement product via express mail within one business day after receiving the request. Upon contacting Swarm Analytics, you must return the original product to us. We will issue a Return Material Authorization Number for you to include with the return and will require a valid credit card number or purchase order.



We will not charge you for the replacement product as long as you return the original product to us within 30 days after shipment of the replacement product. If we do not receive the original product within 30 days, we will charge your credit card or process the purchase order at the current list price for that product. Swarm Analytics will pay all shipping costs for the replacement product, provided you reside in the EEA. The customer is responsible for shipping costs back to Swarm Analytics of the covered unit.

If you purchased your product from a reseller:

During the Instant Replacement Service period, if your product fails, you should contact your Reseller. Your Reseller will coordinate the shipment of a replacement product to you within 1 business day after receiving the request (for EU only). Upon contacting your Reseller to request a replacement product, you must return the original product. Your Reseller will coordinate the issuance of a Return Material Authorization Number for you to include with the return. A valid credit card number or purchase order will be required at the time of issuing the Return Material Authorization Number. You will not be charged for the replacement product as long as you return the original product within 30 days after shipment of the replacement product. If the original product is not received within 30 days, your credit card will be charged or the purchase order will be processed at the current list price for that product. Swarm Analytics will pay all shipping costs for the replacement product, provided you reside in the EU. Alternatively, you may contact Swarm Analytics directly to coordinate the replacement and return of the original product, provided you have not already contacted your Reseller.

The Instant Replacement Service does not cover:

- External causes such as abuse, misuse or problems with electrical power
- Servicing not authorized by Swarm Analytics
- Usage that is not in accordance with product instructions
- Failure to follow the product instructions or failure to perform preventive maintenance
- Problems caused by using accessories, parts, or components not supplied by Swarm Analytics
- Products with missing or altered serial numbers
- Products for which Swarm Analytics has not received payment
- Products that have been physically damaged

SWARM Support

Standard support

To ensure high performance of your solution, Swarm Analytics offers a Standard Support plan that meet the needs of many enterprises. Standard coverage applies to both hardware and software products, since each often must work together as a total solution.

Swarm Analytics is not liable for errors in the delivery of the customer request via the selected communication channel. The categorization of the support requests is carried out by the employees of Swarm Analytics.

Standard coverage includes

- Support via Email, Phone during support times
- Remote support
- Access to the Swarm Analytics Web Knowledge Base



Premium Support

For customers with critical infrastructure we offer a special support package for our products with our service level agreement, providing you reliable service that helps you to control your costs.

Premium coverage includes

- Standard support coverage
- Critical incident: Start with problem solving within 6 hours during support times
- Moderate incident: Start with problem solving within 24 hours during support times
- General request: Response time within 24 hours during support times

Standard and Premium support does not include on-site support. Expenses (hotel and travel expenses, export/import duties and hours of work 140€/h) will be charged separately.

Support Contact

Phone: +43 (0) 664 4678233 (subject to change)
Email: support@swarm-analytics.com
Office hours: 08:00-17:00 CET on Austrian business days

Definitions and Abbreviations

<i>Perception Subscription (PS)</i>	The Products of the Swarm Perception Platform are licensed to run for a certain amount of time. During active SWARM Perception Subscription period the customer is entitled to receive all software bugfixes, updates and upgrades, which are released by Swarm Analytics for the respective product
<i>Data subscription (DS)</i>	During active SWARM Data Subscription period the customer is entitled to use the Swarm data analytics and retention according to the respective limits.
<i>Support</i>	During active SWARM Perception (Data) Subscription period the customer is entitled to contact Swarm Analytics Support according to the guidelines set forth
<i>Instant Replacement (IR)</i>	During active Instant Replacement period the customer is entitled to get hardware replacement, if it is broken.
<i>General request</i>	= The customer has general questions about the products or services of Swarm Analytics.
<i>Moderate incident</i>	= The system is still working, but the full functionality of the system is degenerated



<i>Critical incident</i>	= The application cannot be used due to a malfunction of the hard or software delivered and maintained by Swarm Analytics
<i>Communication channel</i>	= Email, Phone
<i>Support Times</i>	Austrian business days - 5 days a week 8 hours (09:00-17:00 MEZ)
<i>Response Time</i>	= Period - <i>within the support times</i> - between receipt of the customer inquiry via a communication channel and the first feedback by a support employee of the Swarm Analytics
<i>Start with problem solving within specified period</i>	= Period - <i>within the support times</i> - between receipt of the customer request via a communication channel and the time at which a support employee of Swarm Analytics begins to solve the problem.

Abbreviations:

- PS SWARM Perception Subscription
- DS SWARM Data Subscription
- IR SWARM Instant Replacement