

1. ANNUAL CUSTOMER TECHNICAL SUPPORT PROGRAM (ACTS)

The ACTS 9x5 Program includes:

- Level 2-4 remote technical support for a 12 month period for deployed products. Available during normal business days and hours, Monday-Friday, 9:00 AM – 5:00 PM (Customer local time, Holidays excluded).

The ACTS 24X7 Program includes:

- Level 2-4 remote technical support for a 12 month period for deployed products. Available 24x7 (24 hours a day, 7 days a week) only for problems of Urgent Priority Level and during normal business days and hours, Monday-Friday, 9:00 AM – 5:00 PM (Customer local time, Holidays excluded), for all other priority level problems.

Both ACTS Programs also include:

- Free software patches and Maintenance Releases for Nuera products. Does not include updates for Windows Operating Systems (e.g., on SBA or other appliances) or other third-party software.
- Free software upgrades - Major Version Releases for Nuera products. Does not include upgrades for Windows Operating Systems (e.g., on SBA or other appliances) or other third-party software.
- Repair and Return Service

Note: The above Software Support Services are applicable only to installed and fully functional products. Support for installation, configuration and provisioning related activities are available from Nuera and can be purchased separately.

2. PRIORITY LEVELS

The priority level given to a service request (support call) is based on the information provided by the customer in the **Priority** field and is defined as follows:

Priority Level - Service Impact

Urgent

- System is down or service is unavailable or severely degraded
- Safety issue
- No work around exists

High

- Service affected
- Ability to administer the product is lost
- No work around exists

Medium

- Ability to administer the product is affected and work around exists

Low

- Not affecting service or performance
- General questions, information documentation or firmware request

3. SUPPORT RESPONSIBILITIES

Customer

Level 1 (Operational Support)

- Perform installation, configuration and provisioning related activities (support from Nuera for such activities is available and can be purchased separately).
- Make the best effort to solve the problem.
- For problems that cannot be resolved, initiate requests for service using Nuera iSupport ticketing system and assist in collection of all required relevant data, logs, traces and files about the problem.
- Perform on-site support activities when necessary.
- If necessary, perform hardware replacement and send RMA requests to Nuera for defective equipment (per Nuera prevailing RMA procedure).
- Distribute and implement software patches, fixes, updates and major releases only for contracted equipment (i.e., equipment that is covered by contracted services).
- Back up configurations and certificates on a regular basis and provide them to Nuera personnel, in order to restore the device.

Nuera

Level 2-3 (Product Support)

- Handle and resolve remotely product related problems that cannot be resolved by Customer (excluding installation, configuration and provisioning related activities; support from Nuera for such activities is available and can be purchased separately)
- Perform analysis of logs, traces and processor dumps
- Provide status updates to Customer. Follow up status until problem is closed

Level 4 (Engineering Support)

- Development, test and release of S/W and firmware corrections
- Provide Permanent Solution

4. REPAIR AND RETURN (R&R) SERVICE

Nuera provides Repair and Return service relating to hardware of properly used Contracted Equipment for the contract period of this Program so that they conform to the hardware specifications. The typical repair turnaround time is 10 business days (max 30 calendar days). The repair warranty is for the contract period of this Program or 90 days from the date of shipment of the repaired product, whichever date is later. To the extent the Program does not immediately follow on from the expiry of either the original factory hardware warranty or other HW maintenance service, the following conditions apply: Customers may be requested to sign a declaration as to the good working condition of the equipment; they are subject to a qualification period of 30 days from purchase to be eligible to request Repair and Return service under the newly purchased coverage; they should allow for it to be inspected; and they may be required to pay a reinstatement fee. The Program may be subject to a maximum extension/ renewal period. The detailed and applicable RMA procedure and terms are available on Nuera's website.

5. ADVANCE HARDWARE REPLACEMENT (AHR) SERVICE (OPTIONAL)

Nuera offers, in selected locations, Advance Hardware Replacement (AHR) service for commonly used FRUs (Field Replaceable Units). This service is an add-on service to the Programs and is priced separately. To the extent the AHR relates to a Program that does not immediately follow on from the expiry of either the original factory hardware warranty or other HW maintenance service, the following conditions apply: Customers may be requested to sign a declaration as to the good working condition of the equipment; they are subject to a qualification period of 30 days from service purchase to be eligible to request Repair and Return service under the newly purchased coverage; they should allow for it to be inspected; and they may be required to pay a reinstatement fee.

- Replacement part will be shipped out to Customer by a time period specifically agreed upon when ordering such service, depending on the time during the day when an RMA request is received, the location of the supplying Nuera warehouse and other parameters. In North America or the EU, in case RMA is received by 1:00 PM ET/CET, replacement part will be shipped out to Customer overnight. In case RMA is received after 1:00 PM ET/CET, replacement part will be shipped out on the next business day.
- Nuera may invoice Customer for shipping costs in case Customer requests to ship the replacement part to a location, other than the Customer main address.
- Replacement parts/Products may be reconditioned or previously repaired parts/Products.
- The warranty for the replacement part is for the contracted period of this Program or 90 days from the date of shipment of the replacement part/product, whichever date is later.
- Customer shall return the faulty FRU within 15 days to Nuera.
- In case faulty FRU is not returned to Nuera within 30 days, Nuera shall invoice Customer for the FRU full purchase price.
- Advance Hardware Replacement (AHR) service may be subject to a maximum extension/renewal period.
- The full RMA procedure and terms are available on the Nuera website.

6. ON-SITE MANAGED SPARES REPLACEMENT (MGSP) SERVICE (OPTIONAL)

Nuera offers on-site Managed Spares hardware replacement service on a global basis, subject to prior approval of the Customer site address. This service is an add-on service to the ACTS Programs and is priced separately. Following Nuera Customer Service diagnosis of a reported problem, Nuera can assign and dispatch a local in-country field technician, who will arrive at the site with a Field Replacement Unit (FRU) to the Customer site and will replace it. The field technician will remove the replaced unit. FRUs are

stored at strategically placed depots throughout the world, in order to provide a 7x24x4 response time (SLA confirmed based upon site address verification). The MGSP service assumes an annual contract in

advance. To the extent the MGSP relates to an ACTS Program that does not immediately follow on from the expiry of either the original factory hardware warranty or other HW maintenance service, the following conditions apply: Customers may be requested to sign a declaration as to the good working condition of the equipment; they are subject to a qualification period of 30 days from ACTS purchase to be eligible to request Repair and Return service under the newly purchased coverage; they should allow for it to be inspected; and they may be required to pay a reinstatement fee. Expected time of service delivery is 4 hours following diagnosis of the problem, assuming the customer provided information is received in advance as specified below.

- Customer must provide valid and applicable serial numbers for all Products covered by MGSP contract, as well as current shipment contact information, such as: contact name, title, address, telephone number, e-mail address, and fax number.
- Additional costs may apply in case Customer requests to provide the service at a location, other than the pre-agreed Customer site address. In this case, the actual SLA may differ than the pre-agreed timeframe, as well.
- Replacement parts/Products may be reconditioned or previously repaired parts/Products.
- It is the customer's responsibility to back up configurations and certificates on a regular basis and provide them to Nuera personnel, for the purpose of restoring the device.
- The warranty for the replacement part is for the contracted period of this program or 90 days from the date of shipment of the replacement part/Product, whichever date is later.
- Managed Spares service may be subject to a minimum purchase commitment per year, as well as maximum extension/renewal period.