

Aviat Networks' Product Line Support Policy for NEC Corporation Products

I. WARRANTY

A. Warranty Terms and Conditions

- 1) Aviat Networks (Aviat) warrants the materials manufactured by NEC to be free from defects in material and workmanship under normal use and service, and to substantially conform to NEC's specifications.
- 2) Aviat's liability under this warranty for its hardware products shall terminate within 12 months from date of shipment.
- 3) Aviat's liability under this warranty with respect to its system software products and their associated media shall terminate within sixty (60) days from date of shipment.
- 4) Aviat offers extended warranty plans for purchase. Contact your sales representative directly or call Aviat/NEC Support at (888) 204-4595 to discuss plan options.
- 5) Aviat shall repair or replace any of its hardware or software products (hereinafter "Item") which are defective as to workmanship or materials, provided that:
 - a. written notice of any defect is given to Aviat immediately upon discovery of the claimed defect, and such notice is given to Aviat within the warranty period specified above;
 - b. the defective Item(s) is returned to Aviat's Customer Services Department with freight prepaid by Customer via the RMA process below; and
 - c. inspection of the returned Item(s) by Aviat indicates that the defect was not caused by abuse or improper use, maintenance, repair, storage, negligent handling or alteration by other than Aviat or its authorized service agent.
- 6) Excluded from the terms of the warranty are items of characteristically indeterminate life, such as bulbs, fuses, etc.
- 7) Decision to repair or replace shall be at Aviat's option.
- 8) Any hardware repaired or replaced by Aviat, pursuant to the terms of this warranty, shall continue to be warranted for the remainder of the original warranty period or for a period of one-hundred and eighty (180) days from the date of shipment, whichever occurs last.
- 9) Any software or associated media which is repaired or replaced by Aviat, pursuant to the terms of this warranty, shall continue to be warranted the remainder of the original warranty period or for a period of thirty (30) days from the date of shipment, whichever occurs last.
- 10) Item(s) which are replaced hereunder shall automatically become the property of Aviat and their replacement shall become the property of Customer.
- 11) Aviat also warrants all supplied equipment not manufactured to Aviat's design, to the extent of the warranty obtained from supplier thereof.
- 12) In no event shall Aviat's liability under this warranty exceed the cost of repair or replacement of such defective Item.

THIS WARRANTY CONSTITUTES AVIAT'S SOLE AND EXCLUSIVE LIABILITY HEREUNDER AND CUSTOMER'S SOLE AND EXCLUSIVE REMEDY FOR DEFECTIVE OR NON-CONFORMING ITEMS AND IS IN LIEU OF ALL OTHER WARRANTIES, EXPRESSED, IMPLIED OR STATUTORY INCLUDING BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

II. CUSTOMER SERVICES

A. Telephone Support

- 1) Experienced and qualified Aviat Networks Technical Assistance Center (TAC) engineers are available to discuss technical inquiries pertaining to NEC equipment. This staff may be called by our customers at no cost to provide routine or emergency technical help and advice. Such assistance is not intended to be used as a training tool nor be unreasonable in time demands. In cases where the support is deemed excessive, Aviat reserves the right to provide the service at customer's expense.
- 2) The Aviat Networks TAC teams are primarily equipped to handle issues that deal with equipment hardware or software malfunction or failure. Customers needing assistance in other areas such as network configuration, reconfiguration and redesign, or network optimization should contact their Aviat sales team to engage appropriate levels of technical consulting and network optimization services.
- 3) Aviat TAC telephone support is available 24 hours a day, 365 days a year. Aviat requires a support contract if outside of initial 12-month warranty period. See Table 2 for coverage.
 - i) After Hour call support begins at 5 P.M CST
 - ii) Customers need to identify the level per Table 1.
 - iii) After Hour calls are for "Critical" issues. Routine calls for general operation or maintenance support will only be handled during normal business hours 9AM to 5PM CST.

Email support is also available at NECTAC@aviatnet.com, for routine or non-service affecting questions. Email inquiries will typically be responded to on the next business day.

- 4) For inquiries concerning engineering services, calls should be made to Aviat/NEC Support at (888) 204-4595.
- 5) Response to your request will be returned as stated below in Table 3: Response Times.

TABLE 1: SEVERITY LEVEL DEFINITIONS

Aviat’s Technical Assistance Center uses severity level classifications, established in accordance with defined service level requirements, to prioritize service requests. These standard classifications adhere to industry service guidelines.		
Critical	Severity Level 1	Conditions that severely affect service. (Service interruption / inability to handle expected traffic load / significant loss of user data. Meaningful work / production cannot be achieved; successful work-around is not available.)
Major	Severity Level 2	Conditions that result in degraded performance seriously affecting service. (Operations are impaired.)
Minor	Severity Level 3	Non-service affecting conditions that do not significantly impair the function of the system. (Examples are: awkward user interface, documentation errors.)

Table 2:

Technical Call/Email Support		
Initial 12 month purchased warranty	24/7 Support	
Extended technical call warranties are purchased in 12/24/36 months packages	24/7 Support	Contact Aviat for a quote

TABLE 3: RESPONSE TIMES

RESPONSE TIMES		
SERVICE	STANDARD	
Call Answer (Help Desk)	Business Hours	~ 1 min
	Emergency during non-business hours	~ 15 min
Technical Assistance Response Time (Telephone Support)	Severity Level 1 - Critical	Less than 15 min
	Severity Level 2 - Major	Less than 30 min
	Severity Level 3 - Minor	Less than 1 hour

B. Billable Service Rates

- 1) Support Engineers are available for field services. Such assistance is billable per the rates provided below.
- 2) Field Services Rate Structure:
 - a) \$2,100.00 for the first man day plus \$1,500.00 for all other consecutive man days.
 - i) Includes airfare costs.
 - ii) Includes transportation costs.
 - iii) Includes per Diem.

C. Optional Coverage Contracts

- 1) Extended warranties are available for purchase during the life of the product line. These can include all or a portion of the following components.
 - a) Extended repair services
 - b) Extended technical support services
 - c) Advance module replacement services
 - d) Training services
 - e) Cut-over turn-up support services
 - f) EMS support
 - g) Field support services
 - h) Reduced repair turnaround time
- 2) Extended warranty pricing is provided on an annual basis, and pricing is based on the value of equipment covered.
- 3) Quotations for extended warranty services can be obtained by contacting your Aviat sales representative directly or by calling Aviat/NEC Support at (888) 204-4595.

D. TRAINING

- 1) General Information
 - a) Aviat supports NEC's products with training courses to qualify personnel to operate, test and maintain our equipment.
 - b) Training course length is normally one (1) to two (2) working days depending on equipment type(s) covered.
 - c) The number of students that are assigned to any one class is limited to provide as much hands-on experience per student as possible.
 - d) Customers are requested to schedule students as early as possible and in all cases reservations should be made three (3) months in advance of the required training date. This period is necessary to maintain proper scheduling, and ensure that instructors are available to teach the class.
- 2) Training Locations
 - a) The Aviat Training Center is in San Antonio, Texas. Area information packages on hotels, restaurants, and travel accommodations are sent when reservations are made.

- 3) Pricing and Scheduling
 - a) Quotations can be obtained by contacting your Aviat sales representative directly or by calling Aviat/NEC Support at (888) 204-4595.
 - b) Training reservations can be made by calling Aviat/NEC Support at (888) 204-4595.
- 4) Installer Certification
 - a) All customers or sub-contractors installing the equipment must be certified by attending training prior to installing the equipment.

E. ENGINEERING SERVICES

- 1) Engineering services are provided by Aviat engineers on a fee basis. Quotations for such services can be obtained by contacting Aviat Engineering via Aviat/NEC Support at (888) 204-4595.

F. MODULE REPAIR SERVICES

1. Failed modules sent to Aviat for routine repair will be repaired and returned, usually within forty-five (45) calendar days or less.
2. Access to the repair shop requires either:
 - a) Under 12 month manufacture warranty given at time of sales
 - b) Extended Warranty option
 - c) Aviat will not repair equipment on item basis
3. This turnaround time does not apply to any modules that are ten (10) years old or older. If the module repair is deemed practical, turnaround time may be 90 days or longer, depending on parts availability. Aviat reserves the right to charge additional fees based on time and materials required for repair. Non-repairable items are excluded. Replacement service may not be available.
4. See Table four (4) below for standard module repair support contracts.
5. Aviat reserves the right to charge additional fees based on time and materials required for repair of abused modules.
6. Prior to shipping the defective unit(s) to Aviat for repair, please call Aviat/NEC Support at (888) 204-4595 or request a Return Material Authorization (RMA) or contact the RMA support team via e-mail: NECCustomerCare@aviatnet.com.
7. Aviat Networks will respond to RMA Requests within one business day of submission (excluding weekends and public holidays). Our response will confirm receipt of the request. If there are no issues, Aviat will accept the request for processing, issue an RMA number for tracking, and provide instructions for sending in defective unit(s).

*Note: If you send units to an Aviat Networks repair center without an RMA number or a valid PO or cash payment to cover repair costs of the units, the units will be placed into "quarantine". No activity will take place with said units until payment or a valid RMA number is provided.

8. To have an RMA request processed via email, Customers must provide the following information for each returned unit:
 - Company name and shipping/return address
 - Billing address
 - Part Number
 - Serial Number
 - Unit software load, if appropriate
 - Description of the suspected failure
 - Any special requirements
9. Upon completion of repairs, Aviat will ship the unit prepaid back to you.
10. Any carrier method you request for return of your repaired unit is considered an expediting expense and will be charged accordingly.
11. Modules found to be damaged by lightning or flood either during or after the warranty period will be designated as "Beyond Economical Repair", and a replacement unit, if required, will need to be purchased at the current unit price.
12. Aviat reserves the right to judge if the unit is not able to be repaired. If the unit is determined non-repairable, customer will be notified of the option to purchase a replacement unit. In the case of a replacement unit was sent prior to receiving a non-repairable unit, the customer will have the option to purchase the replacement.

TABLE 4: STANDARD MODULE REPAIR SUPPORT CONTRACTS

Warranty/Contract Services	Services covered	Comments
12 Month Manufacture Warranty	Module Repair and Emergency Module Replacement	Included in equipment sales
Extended Repair Warranty	Module Repair and Emergency Replacement	Contact Aviat for a quote. Requires repair warranty to be in place
Quick Turn Around – Advance Replacement	< 5 days on repairs	Contact Aviat for a quote. Requires Repair warranty to be in place

G. EMERGENCY MODULE REPLACEMENT SERVICES

- 1) Emergency Module Replacement service is provided on a Next Business Day basis subject to availability and is provided at no cost to the customer during the warranty period for limited emergency failures that results in;
 - a) a traffic affecting outage
 - b) an imminent outage (system operating on protect only)
 - c) loss of telemetry visibility
- 2) Aviat TAC and RMA teams will make every effort to provide a suitable emergency replacement to restore the customer's system based on our current availability.
- 3) The emergency module replacement service operates as described below:
 - a) Have available the part number, manufacture date, serial number, name, type of equipment that the module comes from, applicable frequency information.
 - b) Call Aviat/NEC Support at (888) 204-4595 and ask for Emergency Module Replacement Service if the criteria are met. Give the requested information from 3)a) above, and Aviat will ship a replacement module to you Next Business Day based on availability. This unit will be either a new or used unit at our sole discretion.
 - c) On receipt of the emergency replacement module, promptly ship the failed unit, prepaid, with completed Return Material Authorization (RMA) form to our repair facility.
 - d) All emergency replacements are on a permanent basis unless otherwise requested by you. Therefore, the failed unit, once repaired will remain at Aviat.
 - e) The Emergency Module Replacement Service is provided under the conditions that the failed module must be promptly returned to Aviat for repair and return to Aviat stock.
 - f) If we do not receive the failed module within thirty (30) days from the date the emergency replacement has been shipped, we will invoice you at the full, new unit replacement price, plus a 20% restocking charge.

NOTE: Customers who have purchased spare modules have priority on this service.

H. ADVANCE MODULE REPLACEMENT SERVICES

- 1) Advance Module Replacement Service is provided on seventy-two (72) hours turnaround basis subject to availability.
- 2) Aviat TAC and RMA teams will make every effort to provide a suitable advance module replacement based on our current availability.
- 3) Any carrier method that you request for shipment of an advance module replacement is considered an expediting expense and will be charged accordingly.
- 4) The advance module replacement service operates as described below:
 - a) Have available the part number, manufacture date, serial number, name, type of equipment that the module comes from, applicable frequency information
 - b) Call Aviat/NEC Support at (888) 204-4595 and ask for Advance Module Replacement Service. Give the requested information from 4)a) above, and Aviat will ship a replacement module to you within seventy-two (72) hours, based on availability. This unit will be either a new or used unit at our sole discretion.

- 5) On receipt of the advance replacement module, promptly ship the failed unit, prepaid, with completed Return Material Authorization (RMA) form to our repair facility.
- 6) All advance replacements are on a permanent basis unless otherwise requested by you. Therefore, the failed unit, once repaired will remain at Aviat.
- 7) The Advance Module Replacement Service is provided under the conditions that the failed module must be promptly returned to Aviat for repair and return to Aviat stock.
- 8) If we do not receive the failed module within thirty (30) days from the date the emergency replacement has been shipped, we will invoice you at the full, new unit replacement price, plus a 20% restocking charge.

NOTE: Customers who have purchased spare modules have priority on this service.

I. EQUIPMENT MANUAL SUPPORT

- 1) Equipment manuals are provided to customers at the request of the Aviat Project Engineer, Territory Manager or Program Manager.

J. End-of Life (EOL) Policy

- 1) When demand for older Aviat/NEC Networks products decreases to a point where it becomes impractical to continue regular production, or when regulatory or technological changes affect a product that renders regular production unfeasible, Aviat Networks will reclassify that product from Active Production Status (product currently offered for sale) to Maintenance Only (MO) or Manufacture Discontinue (MD). Both MO and MD status fall under Aviat Networks' End-of-Life (EOL) product policy. MO or MD status is defined as:
 - Repair and Return (R&R) service available dependent on component availability
 - Limited Technical Support
 - Limited Software Support
 - Product/Spare production no longer available
- 2) Aviat Networks' standard policy is that for a period of five (5) years from the date of Aviat/NEC notice that the equipment has been discontinued and subject to continued availability of components, hardware defect repair and replacement services will be available, including the repair and/or replacement of component parts. However, such services shall only be provided if customer has extended and converted its standard warranty coverage to an AviatCare Extended Warranty or Warranty Plus support. Both AviatCare Extended Warranty and Warranty Plus are available for NEC products.
- 3) Special Technical and Engineering Services
 - a) In the event of product discontinuance, Aviat, upon request, at then current rates, will provide technical assistance and engineering services for reconditioning, renovation and if necessary, relocation of such equipment within the customer's network.