

Customer Support Services Terms and Conditions

These Terms and Conditions become effective upon receipt of applicable Service Fees by Niagara Networks, Inc. (“Niagara”) for Support Services related to Niagara product purchased by Customer. These Terms and Conditions will govern the rights and obligations of Niagara and Customer in relation to the Support Services described in any related Order Form(s), Statement(s) of Work, Contract(s) or other document(s) between Niagara and Customer.

Niagara Networks will provide technical support services under service tier purchased by Customer. Niagara Networks reserves the right to modify the support services offered. Please refer to the Niagara Networks Support portal for the most current support service descriptions.

SUPPORT SERVICES

Niagara Networks offers 3 tiers of post-sales support services namely, Basic, Premium and Diamond. First twelve months of Basic Support is free and is included with every new purchase. Customer may choose to upgrade to Premium or Diamond tier of Support by paying the difference. These annuity services are subscription based and can be renewed. An active support that has not expired entitles following service offerings:

Support Services	Basic	Premium	Diamond
Technical Support Availability	9-5 PST	8-6 PST	24x7x365
Warranty (12 months)	✓	✓	
Configuration Assistance	✓	✓	
General Information Assistance	✓	✓	✓
Case Management System	✓	✓	✓
Software Defect Correction	✓	✓	✓
Software Updates	✓	✓	✓
Knowledge Base	✗	✓	✓
Fast Escalations	✗	✓	✓
Advance Replacement	✗	3BD Ship*	NBD Ship**
Return for Repair	21 Days	N/A	N/A

*3 Business Day FRU Ship - Factory Configured Hardware - 7 Business Day Ship

**Next Business Day FRU Ship - Factory Configured Hardware - 3 Business Day Ship

OPTIONAL SUPPORT SERVICES

Following optional services can be added to any tier of active support services:

Optional Support Services	Benefits
Onsite Spare	For faster hardware problem resolution
Design Services	Flexible to meet Customer's exact requirements
Knowledge Transfer	Choose topics of interest for interactive knowledge transfer session

PRIORITY AND RESPONSE TIME SLAs

Case Priority is determined by the by impact. Following Service Level Agreements are monitored against each Support tier:

Priority	Description	Basic	Premium	Diamond
1	Fatal: Errors preventing all useful work from being done. A disruption to Services with no adequate backup or workaround available	2 Hours	1 Hour	1 Hour*
2	Severe Impact: Errors which disable major functions from being performed. A disruption to Services that degrades a critical business function and an adequate workaround is in place to meet all service level commitments	4 Hours	2 Hours	2 Hours*
3	Degraded Operations: Errors disabling only certain nonessential functions. A disruption to Services that degrades a non-critical business function and an adequate workaround is in place to meet all service level commitments	8 Hours	4 Hour	4 Hour
4	Minimal Impact: Includes all other Errors and Queries	Next Business Day	8 Hours	8 Hours

*24x7

- Cases created via email or Niagara Networks support portal will be classified as Priority 3
- All times are business hours per respective tier SLA

ACCESSING NIAGARA NETWORKS TAC

Following are three ways to access Niagara Networks Technical Assistance Center for support assistance:

Contact TAC via	How
Online	https://www.niagaranetworks.com/support
Call	+1-408-471-6590
Email	support@niagaranetworks.com

CASE ESCALATION

If you feel that progress on your support case or the quality of Niagara Networks support is not satisfactory, we encourage you to escalate the case. You can do this by contacting the Niagara Networks support and asking for the TAC Manager.

Time	Priority 1 (Network Down)	Priority 2 (Severe Impact)
2 Hours	TAC Manager	
8 Hours	VP Support	TAC Manager
48 Hours	CEO	VP Support
96 Hours		CEO

LIMITED WARRANTY; DISCLAIMER

Limited Warranty

For a period of twelve (12) months after shipment (or electronic delivery, as applicable) of the Niagara Networks Product (the “Warranty Period”), Niagara Networks warrants that when used as permitted under this Terms and in accordance with the applicable Documentation for such Niagara Networks Product, such Niagara Networks Product will perform substantially in accordance with the specifications in such Documentation. Niagara Networks does not warrant that Customer’s use of such Niagara Networks Product will be error-free or uninterrupted, or that it will perform in every operating environment, or that every error will be corrected. At its own expense and as its sole obligation and Customer’s exclusive remedy for any breach of this warranty, Niagara Networks will: (a) at Niagara Networks' option, correct any reproducible errors in such nonconforming Niagara Networks Product so that it conforms to the foregoing warranty or replace such nonconforming Niagara Networks Product with Niagara Networks Product that conforms to the foregoing warranty; or (b) if the options in clause (a) hereof are not commercially reasonable, as determined in Niagara Networks' sole discretion, Niagara Networks will refund to Customer the fees paid to Niagara Networks for such non-conforming Niagara Networks Product, in which case Customer’s right to use such Niagara Networks Product will terminate. Any error correction provided to Customer will not extend the original Warranty Period. Notwithstanding anything in this Terms to the contrary, Niagara Networks will have no responsibility or liability of any kind, whether for breach of warranty or otherwise arising or resulting from: (i) combination of any Niagara Networks Product with products, equipment, software, or data not supplied by Niagara Networks; (ii) any use based on unauthorized distribution or sale of such Niagara Networks Product; (iii) any use of such Niagara Networks Product other than in accordance with this Terms; (iv) any modification of such Niagara Networks Product by anyone other than Niagara Networks or contractors authorized in writing by Niagara Networks; (v) any such Niagara Networks Product rendered defective or non-conforming, in whole or in part, due to: (1) neglect, misuse, electrical or electromagnetic stress, accident, fire or other hazard, (2) improper testing, handling, storage, transportation, operation, interconnection, or installation by anyone other than Niagara Networks or contractors authorized in writing by Niagara Networks, (3) failure to continually provide a suitable installation or operation environment, or (4) any other cause beyond the range of normal use of such Niagara Networks Product; (vi) any Niagara Networks Software Trial Version.

Disclaimer of Warranties

EXCEPT FOR THE LIMITED WARRANTY SET FORTH ABOVE, THE NIAGARA NETWORKS PRODCUT AND DOCUMENTATION ARE PROVIDED TO CUSTOMER ON AN “AS-IS” BASIS. NO WARRANTIES OR REPRESENTATIONS ARE MADE OR GIVEN UNDER THIS TERMS WITH RESPECT TO NIAGARA NETWORKS SOFTWARE, THE DOCUMENTATION, OR NIAGARA NETWORKS HARDWARE. CUSTOMER ASSUMES ALL RESPONSIBILITIES FOR SELECTION OF THE NIAGARA NETWORKS PRODUCTS TO ACHIEVE ITS INTENDED RESULTS, AND FOR THE INSTALLATION OF, USE OF, AND RESULTS OBTAINED. NIAGARA NETWORKS DISCLAIMS ALL EXPRESS, IMPLIED AND/OR STATUTORY WARRANTIES RELATING TO THE NIAGARA NETWORKS SOFTWARE, HARDWARE AND DOCUMENTATION, INCLUDING MERCHANTABILITY, QUALITY, ACCURACY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, NON-INTERFERENCE, AND NON-INFRINGEMENT. NIAGARA NETWORKS DOES NOT WARRANT THAT USE OF THE NIAGARA NETWORKS PRODUCT WILL BE SECURE, UNINTERRUPTED, OR ERROR- FREE, OR THAT DEFECTS WILL BE CORRECTED, OR THAT THE NIAGARA NETWORKS SOFTWARE IS FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS.

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Application of Limitations and Disclaimers to Consumers

Certain states and/or jurisdictions do not allow the exclusion of implied warranties or limitation of liability for incidental or consequential damages with respect to consumers (i.e., a person acquiring goods otherwise than in the course of a business), so the exclusions set forth above may not apply to Customer if Customer is a consumer. The limitations or exclusions of warranties and liability contained in this Terms do not affect or prejudice the statutory rights of a consumer. The limitations or exclusions of warranties and remedies contained in this Terms shall apply to consumer Customers only to the extent such limitations or exclusions and remedies are permitted under the laws of the jurisdiction where such Customer is located.

NIAGARA NETWORKS RESPONSIBILITIES

Niagara Networks shall have following responsibilities based on the Customer's selection of Support tier:

BASIC

- Provide access to Niagara Networks Technical Assistance Center (TAC) via telephone for solution or product support during the times specified for the Niagara Networks Support Services purchased by Customer
- Cases created via email or Niagara Networks Support portal will be classified as non-critical
- Provide access to Niagara Networks Support portal for online case management, latest software, release notes, and technical documentation
- Offer support for all non End-of-Support Feature and Maintenance releases
- Provide work around or correct software defects in the currently supported Maintenance release using reasonable commercial effort
- Provide Return for Repair (RFR) service for hardware defect

Premium

Premium tier support includes all of the support services described under Basic tier plus the following:

- Respond to cases according to Niagara Networks Response Time and Priority level guidelines mentioned in the table “Priority and Response Time SLAs”
- Escalate case based on response and priority
- Niagara Networks will use commercially reasonable efforts to ensure that the Niagara Networks Support portal is available 24x7
- Provide advance replacement for hardware defects
 - o 3 Business Day FRU Ship
 - o Factory Configured Hardware - 7 Business Day Ship

Diamond

Diamond tier support includes all of the support services described under Basic and Premium tiers plus the following:

- Technical Support is available 24x7x365
- Provide advance replacement for hardware defects
 - o Next Business Day FRU Ship
 - o Factory Configured Hardware - 3 Business Day Ship

HARDWARE RETURN AND REPLACEMENT

Customer must contact Niagara Networks support prior to returning hardware. If a hardware defect or failure has been determined to be the cause of network operations problem, a unique Return Materials Authorization (RMA) number is created and linked to the case. Upon isolation of defect, repair or replacement will be offered at a FRU level. Niagara Networks’ contractual ship time starts when Niagara Networks support engineer creates an RMA. Customer must not return any equipment until an RMA number has been issued. Customers located outside of the US will be responsible for any taxes, duties or other charges assessed in connection with importing the hardware into Customer’s destination country. Destination country importation, compliance with export controls and customs processes may condition actual delivery times.

Return the defective hardware back to Niagara Networks at:

Niagara Networks
Asset Recovery
RMA # (issued RMA #)
150 East Brokaw Road
SAN JOSE, CA 95112-4203
USA

DOA

- Hardware products that fail as a result of a significant defect in parts or workmanship within 30 days of arrival at customer site are considered dead on arrival (DOA)
- It is recommended to unpack and inspect within thirty (30) days of delivery to avoid a Dead on Arrival (DOA) product
- An RMA number will be issued upon replacement authorization
- Niagara Networks will ship a new replacement product within ten (10) business days

Return for Repair (RFR)

Return for Repair (RFR) is available for Support Customer with Basic tier of Support:

- RMA must be approved before 1pm PST (M-F)
- Niagara Networks will determine the feasibility to repair or replace
- Niagara Networks will use commercially reasonable efforts to repair failed hardware and ship repaired or replacement product to customer within 21 days from receipt of failed hardware
- Niagara Networks will pay for shipping costs for customer with Basic Support
- For RFR under warranty, customer will be responsible for all shipping costs incurred in returning the product
- Customer is responsible for taxes, customs, and other fees
- Destination country importation, compliance with export controls and customs processes may condition actual delivery times

Advance Replacement

Advance Replacement is available for Customer with Premium or Diamond tier of Support:

- RMA must be approved before 1pm PST (M-F)
- Replacement offered at FRU level where applicable
- Factory Configured products can take up to 7 Business Days to ship
- Defective product must be returned to Niagara Networks within fifteen (15) business days after the date of Customer's receipt of the replacement hardware otherwise Customer will be charged current list price of the replacement hardware
- Niagara Networks pays for Freight, Customer pays for Customs and Duties
- Destination country importation, export controls and customs processes may condition actual delivery times

OPTIONAL SUPPORT SERVICES

Onsite Spare

Onsite Spare optional service is available for Customer with all tiers of Support Services:

- Onsite spares are offered for faster hardware problem resolution
- In the event of hardware failure, Niagara Networks TAC will remotely assist quick migration
- Customer must unpack and inspect within thirty (30) days of delivery to avoid a Dead on Arrival (DOA) spare

Design Services

Design Services are available for Customer with all tiers of Support Services. Design service is flexible to meet Customer's exact requirements, typical deliverables include:

- Customer Requirements validation
- Acceptance Test Plan Development
- Customer Acceptance Test Execution
- Readiness Assessment
- Implementation Plan Development
- Detail Design Development
- Deployment Assistance (remote)

Knowledge Transfer

Knowledge Transfer and Training service is available for Customer with all tiers of Support Services:

- Knowledge Transfer service is flexible to meet Customer's exact requirements
- Customer may choose topics of interest for interactive knowledge transfer session
- Sessions are catered towards customer's IT staff for system administration, operation and troubleshooting

CUSTOMER RESPONSIBILITIES

During the term of this Agreement, Customer shall:

- Provide a priority level as described in the "Priority and Response Time SLAs" table above for all the cases
- Product serial number
- Detailed information about the Product configuration and problem(s) encountered
- Operate at the then-current Maintenance release
- Use reasonable efforts to isolate, collect all relevant data to enable Niagara Networks TAC to troubleshoot and diagnose
- Provide secure access to the Niagara Networks TAC engineer through the Internet and relevant passwords so that problems may be diagnosed and, where possible, corrected remotely
- Assist Niagara Networks in troubleshooting failed hardware down to the FRU level prior to initiating the RMA procedure
- Unpack and test all Hardware Product for operation within seven (7) days of receipt, even if the Hardware Product is not yet scheduled deployment
- In the event of dead on arrival ("DOA") Hardware Product, Customer shall follow the RMA procedures specified herein in order to receive a replacement device

Where Design or Knowledge Transfer service is purchased:

- Customer must designate a senior member of the architecture or support team to coordinate with Niagara Networks support
- Provide detailed design requirements and current state, including configurations, network topology, upcoming enhancements and modifications
- Provide topics of interest and help facilitate logistics and scheduling around knowledge transfer session



About Niagara

Niagara Networks provides high performance network visibility solutions for seamless administration of security solutions, performance management and network monitoring. Niagara Networks products provide advantages in terms of network operation expenses, downtime, and total cost of ownership.

A former division of Interface Masters, Niagara Networks provides all the building blocks for an advanced Visibility Adaptation Layer at all data rates up to 100Gb, including Taps, bypass elements, packet brokers and a unified management layer. Thanks to its integrated in-house capabilities and tailor-made development cycle, Niagara Networks are agile in responding to market trends and in meeting the customized needs of service providers, enterprise, data centers, and government agencies.

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