



Vnetek Communications, LLC
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Vnetek Premium Maintenance Service Description

This Service Description explains the deliverables that are specific to this service. See the applicable regional Vnetek Service Agreement for the general terms and conditions that apply to all Vnetek maintenance services. A copy of the Vnetek Service Agreement is posted on the Vnetek website at <http://www.vnetek.com>.

Premium Maintenance Service

DESCRIPTION

Premium Maintenance Service entitles Customer to technical support for an unlimited number of incidents and advanced hardware replacement for those Products and to those sites identified in the Order. Service will be provided during the contracted hours of coverage. Any delivery of hardware will be per the service level ordered.

SUPPORT PROVIDED

During the term of the Agreement, Vnetek or its authorized representative, (The "Affiliate"), shall provide Technical Support, Equipment Replacement and Software/ Firmware Maintenance Service as described within this Supplement. Coverage will commence either upon installation or following an inspection by us of all Covered Equipment to be included under this Service Supplement and the selected coverage as described below.

- Premium Maintenance Service One (1) Year - Part Number PSER-1
 - Technical Support
 - Telephone Support
 - Email Support
 - Advanced Hardware Replacement
 - Maintenance and upgrading of the related applied software
- Premium Maintenance Service Two (2) Years - Part Number PSER-2
 - As described above, with a Term of two (2) years
- Premium Maintenance Service Three (3) Years - Part Number PSER-3
 - As described above, with a Term of three (3) years

TECHNICAL SUPPORT

Technical Support will be available from Vnetek 8:00 AM to 5:00 PM, EST, Monday through Friday, excluding Vnetek recognized holidays, via telephone and e-mail. If telephone support is requested, and a technical engineer is not immediately available, Vnetek will respond with a callback within four (4) business hours of Customer's initial request. Technical Support will include assistance in the use of the Products, as well as problem identification and resolution, including workarounds, when possible. Assistance may also include logging into Customer's system remotely for diagnosis of problems, if such access is made available to Vnetek.

ADVANCED HARDWARE REPLACEMENT

Advanced Hardware Replacement ensures that a replacement for a defective hardware Product or part will be shipped to the Customer before requiring the Customer to return the defective Product or part to Vnetek. Product or part will be shipped to arrive at Customer's site the next business day after dispatch. International Customers will receive goods based on priority shipping delivery terms. However, any requests for replacement Product received in North America after 4:00 PM EST may ship the following business day for second day delivery. "Business Day" refers to Monday – Friday, 8:00 AM to 5:00 PM, EST, excluding Vnetek recognized holidays. Vnetek will provide a Return Material Authorization number (RMA) to allow the return of the defective Product or part. All delivery costs are borne by Vnetek. A replacement Product or part may be new or reconditioned of like kind, functionality, and quality. The defective Product or part must be returned to Vnetek within thirty (30) days of receipt of the replacement product; all shipping costs are borne by Vnetek. In the event the defective Product or part is not returned within thirty (30) days, or is returned in an unacceptable condition, Customer agrees to pay the list price per Product or part per the then-current Vnetek prices. Failure to pay the price or return the defective Product or part promptly will result in the suspension of Services. On occasion, Vnetek may require the Customer to remove the Product from service and appropriately dispose of it in lieu of returning it to Vnetek for repair or disposition.

SOFTWARE

Vnetek makes every effort to release maintenance updates regularly. There is, however, no guarantee that product upgrades or enhancements will be released during the term of the agreement. Any software provided hereunder will be governed by the license agreement accompanying the original Product purchased by Customer. Customer has the right to duplicate both the software and documentation for its own internal use, provided that all copyright, trademark, and other proprietary rights notices are also reproduced in the same form and manner as on the original media.

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