

Services

 Allied Telesis™

# Net.Cover Service Contract Terms and Conditions

 Net.Cover®

NETWORK SMARTER

# Allied Telesis Service and Support Solutions

Please refer to the relevant section below to view the terms and conditions applicable to the service program that you have purchased. Net.Cover® Support Services Terms and Conditions are applicable to all the service programs, in addition to the terms and conditions for each specific program. Your right to receive the services within the program you have purchased is conditional upon acceptance of these terms.

## Allied Telesis Service and Support Solutions

<b>Net.Cover Support Services Terms and Conditions</b> .....	3 - 9
1. Definitions .....	3
2. General .....	4
3. Allied Telesis Support Services .....	4 - 5
4. Proprietary Rights .....	5
5. Fees and Payment .....	5
6. Assistance .....	6
7. Returns .....	6
8. Warranty and Disclaimer .....	6
9. Limitation of Liability .....	7
10. Term and Termination .....	7 - 8
11. Privacy Statement .....	8
12. General Provisions .....	8
13. Software License .....	9
14. Confidentiality .....	9
15. Entire Agreement .....	9
16. Severability .....	9

## Allied Telesis Support Service Plans

<b>Section A: Net.Cover Premium</b> .....	10 - 11
Service Term and Registration .....	10
1. Services Provided .....	10
2. Service Restrictions .....	10 - 11
3. Support Entitlement .....	11
4. Services Excluded .....	11
<b>Section B: Net.Cover Advanced</b> .....	12 - 13
1. Service Term and Registration .....	12
2. Services Provided .....	12
3. Service Restrictions .....	12 - 13
4. Support Entitlement .....	13
5. Services Excluded .....	13
<b>Section C: Net.Cover Elite</b> .....	14 - 15
1. Service Term and Registration .....	14
2. Services Provided .....	14
3. Service Restrictions .....	14
4. Support Entitlement .....	15
5. Services Excluded .....	15

## Service and Support Inspection and Reinstatement

<b>Policy Statement</b> .....	16
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## Allied Telesis Software Subscription Licenses

<b>Support Policy</b> .....	17
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# Net.Cover Support Services Terms and Conditions

ALLIED TELESIS INC. IS WILLING TO PROVIDE ALLIED TELESIS SUPPORT SERVICES TO YOU ONLY ON THE CONDITION THAT YOU ACCEPT ALL OF THESE TERMS AND CONDITIONS (THIS "AGREEMENT"). THIS AGREEMENT REPRESENTS AN OFFER FROM ALLIED TELESIS THAT YOU WILL ACCEPT BY TAKING ANY OF THE ACTIONS DESCRIBED NEXT. PLEASE READ THESE TERMS CAREFULLY BEFORE REGISTERING OR PAYING FOR YOUR ALLIED TELESIS SUPPORT SERVICES OR BY CLICKING THE "I ACCEPT" BUTTON ON THE ALLIED TELESIS WEB SITE. BY TAKING ANY OF THESE ACTIONS, YOU ACKNOWLEDGE THAT YOU HAVE READ THIS AGREEMENT, UNDERSTAND IT AND AGREE TO BE BOUND BY ITS TERMS. IF YOU DO NOT AGREE TO THESE TERMS, ALLIED TELESIS WILL NOT PROVIDE ALLIED TELESIS SUPPORT SERVICES TO YOU.

Allied Telesis Products are intended for use for professional, commercial or other business purposes only and not for personal use by consumers, and Allied Telesis is offering the Allied Telesis Support Services only to business users of the Products. By registering or paying for the Allied Telesis Support Services, you represent and warrant that for the purposes of this Agreement you are not deemed a consumer under any consumer protections laws, and that you will use the Products and the Allied Telesis Support Services for professional, commercial or other business purposes only.

## I. Definitions

Capitalized terms in this Agreement shall have the meanings set forth below or as defined elsewhere in this Agreement. References to Sections refer to Sections of this Agreement.

- a. "Allied Telesis Support Services" is defined in Section 3 of this Agreement.
- b. "Documentation" means, with respect to each Product, the end-user materials and documentation published by Allied Telesis or its supplier that relates to the functional capabilities, installation and proper use of the product.
- c. "Emergency" means a failure that renders a Product inoperative.
- d. "Failure" means a documented and reproducible failure of a Product, other than Software, to perform in substantial conformity with its then current documentation.
- e. "License Agreement" means the agreement, if any, under which you licensed Software or purchased one or more Products from Allied Telesis.
- f. "Product" means any hardware, device or component that you purchase from Allied Telesis, as well as any Software incorporated therein, for which you submit a Net.Cover registration form and for which Allied Telesis will provide the Allied Telesis Support Services.
- g. "Software" means the operating system, application or utility software that is a part of or incorporated into a Product that you purchased from Allied Telesis. Software only includes the current and immediately previous versions of the Software, as provided to you by Allied Telesis.
- h. "Update" means any new, enhanced, updated or modified version of the Software, including any release that corrects Failures or provides minor improvements, and any associated new, enhanced, updated or modified Documentation, if any, that are provided to you by Allied Telesis. OS software only includes the current and immediately previous versions. Some feature Licenses — designated by Allied Telesis as Updates — could be provided by Allied Telesis at an additional charge.
- i. "Advance Replacement Services" means in the event that any Product, excluding any Software component thereof, requires repair or replacement due to a Failure, Allied Telesis will use commercially reasonable efforts to provide you with advance replacement of such Product, with shipment according to the level of support set forth in the Support Service Plan that you have selected. Allied Telesis reserves the right to ship the nearest functional equivalent unit to the customer, where an identical unit is not available.
- j. "Reinstatement Policy" means the conditions and procedures under which a fee is payable to place equipment under a Net.Cover Support Plan, where any of the following apply:
  - i. the standard warranty has ended,
  - ii. a previously purchased contract has already expired or
  - iii. there has been a transfer of product ownership

## 2. General

ALLIED TELESIS OFFERS SEVERAL LEVELS OF ALLIED TELESIS SUPPORT SERVICES FOR YOUR PRODUCT(S). PLEASE MAKE SURE THE SERVICE LEVEL IDENTIFIED ON YOUR REGISTRATION FORM IS THE SERVICE LEVEL YOU HAVE PURCHASED ("SUPPORT SERVICE PLAN"). TO BEGIN RECEIVING SUCH SUPPORT, YOU MUST ACTIVATE YOUR SUPPORT SERVICE PLAN BY FOLLOWING THE INSTRUCTIONS ON THE REGISTRATION MATERIALS PROVIDED BY ALLIED TELESIS.

DUE TO CIRCUMSTANCES BEYOND THE CONTROL OF ALLIED TELESIS, SUCH AS GEOGRAPHICAL LOCATION AND CUSTOMS PROCEDURES, SOME SERVICES SUCH AS ADVANCE REPLACEMENT SERVICES MAY NOT BE AVAILABLE. IN SUCH CASES ALLIED TELESIS WILL ENDEAVOR TO OFFER AN ALTERNATIVE SERVICE WHEN YOUR CONTRACT IS REGISTERED. ALLIED TELESIS MAY AMEND OR MODIFY THE SERVICES OFFERED UNDER ANY SUPPORT SERVICE PLAN FROM TIME TO TIME. ALLIED TELESIS MAY NOTIFY YOU OF MATERIAL CHANGES TO ANY SUPPORT SERVICE PLAN, BUT YOU ARE STILL RESPONSIBLE FOR REGULARLY REVIEWING THE ALLIED TELESIS WEB SITE TO OBTAIN TIMELY NOTICE OF ANY CHANGES TO ANY SUPPORT SERVICE PLAN.

## 3. Allied Telesis Support Services

### 3.1 Services

Subject to the terms and conditions of this Agreement, including the payment of all required fees, Allied Telesis will use commercially reasonable efforts to provide you with the level of support set forth in the Support Service Plan that you have selected and are authorized to receive in accordance with this Agreement (the "Allied Telesis Support Services").

### 3.2 Protection of Password

You will be solely responsible for ensuring the security and confidentiality of all passwords provided to you by Allied Telesis as part of the Allied Telesis Support Services, and you acknowledge that you will be fully responsible for all liabilities incurred through the use of any password (whether lawful or unlawful) and that any transactions completed under your password, will be deemed to have been lawfully completed by you. You agree to defend, indemnify and hold Allied Telesis harmless from any and all losses, costs, damages, liabilities or expenses (including, without limitation, reasonable attorneys' fees) incurred or arising from any claim arising out of the use of a password provided to you under this Agreement.

### 3.3 Services Not Covered

Allied Telesis Support Services will not include:

- a. support for problems or Failures in or arising out of any equipment, software, modification, improvement or service provided by anyone other than Allied Telesis or an Allied Telesis Third Party Service Firm without prior written consent from Allied Telesis;
- b. support for custom improvements, engineering changes, or enhancements to any of the products made by or for you at your request (whether or not made by Allied Telesis) unless Allied Telesis has explicitly agreed in writing to provide that support;
- c. support for problems or Failures caused by improper installation of a product; failure to use the product in accordance with the applicable specifications and documentation; failure to use the Product within the authorized operating environment; or any other improper use of the Product;
- d. consulting services specific to the design or implementation of any of your programs, products or services;
- e. support outside of the term of this Agreement; or
- f. retrieval or recovery of any data or information that may have been corrupted or lost in connection with any problem or Failure.

### **3.4 Additional Support Services**

Upon your written request, Allied Telesis, in its sole discretion, may provide you with support services that are beyond the scope of the Allied Telesis Support Services on a time-and-materials basis, at the Allied Telesis current rates for labor, travel and materials. Allied Telesis will also charge you for any support services (and any expenses related thereto) that are outside the scope of the Allied Telesis Support Services and performed in connection with your request for Allied Telesis Support Services on a time-and-materials basis, at the Allied Telesis current rates for labor, travel and materials.

## **4. Proprietary Rights**

Allied Telesis considers the Software, any Updates, and any tangible work product created during or as a result of the Allied Telesis Support Services, to be proprietary information and a trade secret of Allied Telesis, and Allied Telesis retains all right, title and interest in and to such information and work product. You agree to treat any proprietary information of Allied Telesis that you receive under this Agreement in accord with the terms for handling Confidential Information set forth in the License Agreement. If there is no License Agreement, you agree to keep all such information in strictest confidence and not to share all or any part of such information with any third parties, other than your employees who have a need to know and are under written confidentiality obligations no less strict than those of this Section 4. You further agree not to remove, alter, obscure or destroy any proprietary notices (including copyright notices) of Allied Telesis on any of the Products. You acknowledge that "Net.Cover" is a trademark of Allied Telesis.

## **5. Fees and Payment**

**5.1** Your purchase of the Allied Telesis Support Services or extensions to any then expiring term of this Agreement will be charged at the Allied Telesis current published prices, in accordance with Section 10.

**5.2** Advance Replacement Services. IF THE FAULTY PRODUCT(S) IS NOT RETURNED TO ALLIED TELESIS IN ACCORDANCE WITH SECTION 7, YOU WILL BE DEEMED TO HAVE PURCHASED THE REPLACEMENT PRODUCT(S), AND YOU AGREE TO PAY THE INVOICE FOR SUCH PRODUCTS WITHIN THIRTY (30) DAYS OF RECEIPT. Allied Telesis will only provide Allied Telesis Support Services for the replacement Products if the Support Service Plan is duly activated in accordance with Section 2. If the Product that you return for Advance Replacement Services is found to have no Failure, then Allied Telesis may also invoice you a charge of \$100 to cover shipping and administration costs.

**5.3** All payments of fees under this Agreement shall be made in US Dollars (unless another currency is specified by Allied Telesis in the applicable registration / invoice documentation), not less than thirty (30) days in advance of the first day of each annual renewal period; provided, however, that any amount payable for support services performed under Section 3.4 will be paid within thirty (30) days after your receipt of an invoice from Allied Telesis. Overdue amounts are subject to the lesser amount between zero point sixty-seven percent (0.67 %) per month interest charge or the maximum amount permitted by law. All fees under this Agreement are exclusive of all governmental levies and taxes including, without limitation, sales, use and value-added taxes, customs duties, import fees, or similar taxes or charges associated with this Agreement. You shall be responsible for the payment of all levies and taxes associated with this Agreement, other than taxes based on Allied Telesis' net income.

**5.4** You acknowledge and agree that some or all of the Allied Telesis Support Services may be provided by authorized Allied Telesis dealers or other designees or agents of Allied Telesis ("Third Party Service Firms").

## 6. Assistance

You agree to provide reasonable assistance as requested by Allied Telesis for the performance of the Allied Telesis Support Services. Such assistance shall include, without limitation, providing Allied Telesis with:

- i) a detailed description of each reported problem or Failure;
- ii) reasonable access to all necessary personnel to answer questions regarding reported problems or Failures and your use of the applicable Product;
- iii) any applicable configurations required for Allied Telesis to perform any Allied Telesis Support Services;
- iv) such access, including remote access, to your facilities and equipment as is reasonably necessary for Allied Telesis to provide the Allied Telesis Support Services.

## 7. Returns

All returns of Products to Allied Telesis under this Agreement must be made under a Return Material Authorization ("RMA") number. Allied Telesis will issue an RMA number for return of the Product upon your request, and will authorize shipment of the replacement or refurbished Product, as appropriate. You have thirty (30) days after issuance of the RMA number to return the Product to the authorized return address provided by Allied Telesis; if you do not do so, then you will be deemed to have purchased the replacement Product in accordance with Section 5.2. Where Allied Telesis provides a replacement Product as part of the Allied Telesis Support Services, Allied Telesis will bear the costs of delivering the replacement Product to you. You may use an Allied Telesis chosen courier, at the expense of Allied Telesis, in accordance with the instructions provided to you by Allied Telesis at the time the RMA is issued. You agree to pay for all other costs of returning Products, as well as any other packaging, shipping and insurance costs incurred by Allied Telesis, for which payment is not provided by Allied Telesis under this Section 7.

## 8. Warranty and Disclaimer

All services provided by Allied Telesis will be performed with reasonable skill and care and, except as specified in these terms and conditions, all other express or implied terms, conditions or warranties including, without limitations, implied terms as to fitness for a particular purpose or satisfactory quality are excluded. You must notify Allied Telesis promptly of any claimed breach of warranty and your sole and exclusive remedy for any such breach shall be, at the sole discretion of Allied Telesis, re-performance of the relevant services or reimbursement of that portion of the fees paid in relation to such services.

Allied Telesis warrants that any replacement parts used in the performance of Allied Telesis Support Services for you shall be free from defects in material and workmanship for a period of ninety (90) days after the date of delivery to you (or, if installed by Allied Telesis, from the date of such installation). Allied Telesis will, at its option and as its sole obligation and your sole and exclusive remedy under this Section 8, repair or replace any part or Product that contains a defect or Failure at no charge. Any replacement parts of Products shall be new or refurbished.

ALLIED TELESIS DISCLAIMS ALL OTHER WARRANTIES, EXPRESS, IMPLIED OR STATUTORY, INCLUDING ALL WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE AND NONINFRINGEMENT, ARISING OUT OF OR RELATING TO THIS AGREEMENT OR THE PROVISION OF PRODUCTS OR SERVICES HEREUNDER.

In addition Allied Telesis will have no obligation with respect to replacement parts or Products, which have been modified or altered without the prior written approval of Allied Telesis.

## 9. Limitation of Liability

EXCEPT FOR CLAIMS BASED UPON GROSS NEGLIGENCE OR UNLAWFUL INTENT, ALLIED TELESIS LIABILITY ARISING OUT OF OR RELATING TO THIS AGREEMENT FROM ALL CAUSES OF ACTION IN THE AGGREGATE INCLUDING, WITHOUT LIMITATION, TORT, BREACH OF CONTRACT, AND NEGLIGENCE, WILL BE LIMITED TO THE APPLICABLE ANNUAL SUPPORT FEE PAID BY YOU FOR THE ALLIED TELESIS SUPPORT SERVICES DURING THE YEAR IN WHICH THE EVENT GIVING RISE TO THE CAUSE OF ACTION OCCURRED, OR ONE THOUSAND DOLLARS (\$1,000), WHICHEVER IS GREATER. IN NO EVENT SHALL ALLIED TELESIS BE LIABLE FOR COSTS OF PROCUREMENT OF SUBSTITUTE GOODS OR SERVICES, LOST PROFITS, OR ANY INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES.

This limitation is in addition to, and not in lieu of, the other limitations in this Agreement. Because some jurisdictions do not allow the exclusion or limitation of liability for consequential, special or incidental damages, the above limitation may not apply to you. This Agreement does not exclude, restrict or modify any liability imposed under the law that cannot, by such law, be excluded, restricted or modified.

You hereby acknowledge that the Services and deliverables and technology or direct products thereof (hereafter referred to as Products and Technology); supplied by Allied Telesis under these Terms are subject to export controls under the laws and regulations of the United States (U.S.). You agree to comply with such laws and regulations governing use, export, re-export, and transfer of Allied Telesis Products and Technology and will obtain all required U.S. and local authorizations, permits, or licenses. Allied Telesis and you each agree to provide the other such information and assistance as may reasonably be required by the other in connection with securing such authorizations or licenses, and to take timely action to obtain all required support documents. You agree to maintain a record of exports, re-exports, and transfers of the Products and Technology according to U.S. and local laws.

Allied Telesis products /software are not authorized to be used in any embargoed countries (as of December 2016: Iran, North Korea, North Sudan and Syria).

Allied Telesis products/software are not authorized to be used by any "Entity list" or "DPL" list as per US export regulations. For more information refer to <http://www.bis.doc.gov>

Nothing in these terms and conditions shall operate to exclude or restrict Allied Telesis and its suppliers' liability for the tort of deceit or for personal injury or death caused by their negligence.

## 10. Term and Termination

### 10.1 Term

This Agreement shall become effective as to each applicable Product thirty (30) days from the date of invoicing by Allied Telesis, for that Service Contract (the "Effective Date"), and shall have an initial term equal to the Agreement Term indicated on the Service Contract Registration form. This Agreement shall renew, as to that Product, for successive terms, which shall begin and end on the anniversary of the Effective Date, for as long as you continue to pay the then-applicable fee for such services not less than thirty (30) days before the end of the current contract term.

### 10.2 Termination

This Agreement may be terminated:

- a. by you, upon written notice to Allied Telesis of a material default of this Agreement, if the default is not cured within a period of thirty (30) days following your receipt of such notice. If termination is effective prior to six (6) months from the Effective Date or any renewal date, you will be entitled to a pro-rated refund of any amounts that you have paid for the Allied Telesis Support Services during the then-current one-year term, less the fair market value of the Allied Telesis Support Services provided by Allied Telesis prior to termination, based upon the Allied Telesis current rates for labor, travel and materials. If such fair market value exceeds the Support Fees, you agree that no refund will be paid by Allied Telesis; or

- b. at any time by Allied Telesis on thirty (30) days' written notice to you; provided, that upon your request, Allied Telesis will provide you a pro-rated refund of any amounts that you have paid for the terminated Allied Telesis Support Services during the then-current one-year term. You agree that if this Agreement is terminated as a result of a material default of this Agreement, you will not be entitled to any refund; or
- c. automatically in the event of any termination of a License Agreement governing any Software that is a subject of this Agreement, but only as to such Software and any Products containing such Software.

### **10.3 Effect of Termination**

Upon termination of this Agreement, Allied Telesis will stop rendering Allied Telesis Support Services immediately. Any further support services shall be provided by Allied Telesis, in its sole discretion, as set forth in Section 3.4. Sections 1, 3.4, 4, 5.2, 5.3, 8, 9, 10.3, 11.3 and 12 will survive termination of this Agreement for any reason.

## **11. Privacy Statement**

**11.1** You acknowledge and agree that some or all of the Allied Telesis Support Services may be provided by authorized Allied Telesis dealers or other designees or agents of Allied Telesis ("Third Party Service Firms").

**11.2** Allied Telesis and its subsidiaries will process contact information relating to your employees and pass such information to Third Party Service Firms in order to perform the Allied Telesis Support Services and for management and statistical purposes. Where you provide employee details to us, you agree to advise the employee that you have done this and forward the employee a copy of this privacy statement in this Section 11.

**11.3** You agree that Allied Telesis may advise you about new products or services from time to time by mail, phone, email and fax and that Allied Telesis may pass on your details to third parties who have products/services which we believe to be of interest to you. If you prefer not to receive such information at any time, please write to the email address for questions below.

## **12. General Provisions**

Allied Telesis shall not be liable for any loss, damage or penalty to you resulting from acts of God or other causes beyond Allied Telesis' control. THIS AGREEMENT SHALL BE INTERPRETED IN ITS NATIVE LANGUAGE AND GOVERNED BY THE LAWS OF THE UNITED STATES OF AMERICA, WITHOUT GIVING EFFECT TO CONFLICT OF LAWS PRINCIPLES. THE COURTS LOCATED IN SAN JOSE, CALIFORNIA, USA, SHALL HAVE EXCLUSIVE JURISDICTION OVER ANY DISPUTES ARISING UNDER THIS AGREEMENT, AND YOU CONSENT TO PROPER JURISDICTION OF AND VENUE IN SUCH COURTS. This Agreement will not be governed by the United Nations Convention on Contracts for the International Sale of Goods, the application of which is expressly excluded. If any provision of this Agreement is held to be unenforceable, the remaining provisions will continue in full force and effect. The failure to enforce any term of this Agreement on one occasion shall not prevent enforcement on any other occasion or the enforcement of any other term. You may not transfer or assign this Agreement or the Allied Telesis Support Services in whole or in part without the prior written approval of Allied Telesis. Allied Telesis may transfer or assign this Agreement at any time. Any purported assignment other than as provided above shall be void and of no effect. This Agreement shall inure to the benefit of and be binding upon the parties hereto and their respective successors and assigns. This Agreement supersedes and cancels all prior or contemporaneous agreements, understandings and communications, whether written or oral, other than the License Agreement and any other written license agreements for the Software that are executed by you and Allied Telesis in writing. In the event of a conflict between this Agreement and the License Agreement, this Agreement shall control as to the provision of Allied Telesis Support Services; in all other respects, the License Agreement shall control.

### **13. Software License**

Any software downloaded from Allied Telesis Software Download Center is licensed under the same terms and conditions as the Software License that comes with the product you purchased (such terms are also available on the Software Download Center). You are licensed to use downloaded software only on hardware registered to receive support.

### **14. Confidentiality**

You acknowledge that, in the course of receiving support, you may obtain information relating to Allied Telesis which is of a confidential and proprietary nature ("Proprietary Information"). Such Proprietary Information may include, but is not limited to, trade secrets, know how, invention techniques, processes, programs, schematics, software source documents, data, financial information, and sales and marketing plans. You shall at all times, both during the term of receiving support and for a period of at least three (3) years after support is terminated, keep in trust and confidence all such Proprietary Information, and shall not use such Proprietary Information other than as authorized under these terms and conditions, nor shall you disclose any such Proprietary Information without the prior written consent of Allied Telesis. You further agree to immediately return to Allied Telesis any Proprietary Information (including copies thereof) in your possession, custody, or control upon termination of support. You will indemnify Allied Telesis for any misuse of Proprietary Information.

### **15. Entire Agreement**

The contract letter, registration guidelines and terms and conditions provided with this service contract contain all the terms between you and Allied Telesis regarding their subject matter and supersede any prior agreement, understanding or arrangement, whether oral or in writing. No representation, undertaking or promise shall be taken to have been given or be implied from anything said or written in negotiations whether by Allied Telesis or by an Allied Telesis reseller prior to your purchase of Allied Telesis services except as expressly stated here. You shall not have any remedy in respect of any untrue statement made and upon which you relied in entering into this service contract (unless such untrue statement was made fraudulently) and your only remedies shall be for breach of contract as provided here.

### **16. Severability**

In the event that any of the terms of this service contract become or are declared to be illegal or otherwise unenforceable by a court of competent jurisdiction, such terms shall be null and void but all remaining terms shall remain in full force and effect.

Should you have any questions concerning this Agreement, please contact: EMENA - [netcover\\_europe@alliedtelesis.com](mailto:netcover_europe@alliedtelesis.com)  
NA -  
CSA - [netcover\\_europe@alliedtelesis.com](mailto:netcover_europe@alliedtelesis.com)  
APAC - [netcover\\_apac@alliedtelesis.com](mailto:netcover_apac@alliedtelesis.com)

# Allied Telesis Support Service Plans

## Section A Net.Cover Premium

### I. Service Term and Registration

Allied Telesis Net.Cover services must be purchased within ninety (90) days of the purchase of the Allied Telesis product to which they will be applied, or there may be a service inspection and reinstatement fee. The services are provided for twelve (12), thirty-six (36) or sixty (60) months, commencing thirty (30) days from the date of invoice by Allied Telesis. IMPORTANT NOTE: To ensure that you receive the full benefits of your Allied Telesis Net.Cover Service, you must register your contract on the Net.Cover Registration Section of the Allied Telesis Website. This Agreement shall renew, as to that Product, for successive terms, which shall begin and end on the anniversary of the Effective Date, for as long as you continue to pay the then-applicable fee for such services not less than thirty (30) days before the end of each current term.

### 2. Services Provided

- a. Allied Telesis will provide access to the Allied Telesis Technical Assistance Center (TAC), twelve (12) hours a day, to assist with product use, configuration and troubleshooting. Allied Telesis will use reasonable efforts to respond within one (1) hour for all calls during Normal Business Hours. For calls received outside our Normal Business Hours, Allied Telesis will use reasonable efforts to respond no later than its next business day.
- b. Allied Telesis will use reasonable efforts to generate solutions to software problems by providing a workaround in the first instance, and a software patch or upgrade to resolve the issue within a commercially reasonable timeframe. Allied Telesis will provide support for the current and immediately previous software release.
- c. Allied Telesis will allow access to our Software Download Center, which provides new releases of software and/or documentation on-line.

- d. In the event of a hardware failure, and only upon authorization by the Allied Telesis RMA team, faulty Allied Telesis products should be shipped by the customer to an Allied Telesis Repair Center (EMEA; Rozenburg, Netherlands and US; San Jose, California) for a Repair and Return service. Allied Telesis will endeavour to repair or to replace the device within thirty (30) calendar days. You may use an Allied Telesis chosen courier, at the expense of Allied Telesis, in accordance with the instructions provided to you by Allied Telesis at the time the RMA is issued. You agree to pay for all other costs of returning Products, as well as any other packaging, shipping and insurance costs incurred by Allied Telesis. Allied Telesis will bear the costs of delivering the replacement Product to you. Allied Telesis shall have the right to replace the product with the nearest functional equivalent, with written agreement between the parties. Replacement hardware may be either new or refurbished units which have been thoroughly tested.

### 3. Service Restrictions

In order to receive services, the following conditions must be observed:

- a. A separate support fee must be paid for each product to be covered by a Net.Cover service contract.
- b. Net.Cover service is not available in certain countries. Allied Telesis reserves the right to refuse requests for service (including shipment of replacement hardware) in such countries.
- c. Custom requirements necessary for importation of the hardware replacement, including (i) payment of import duties, taxes, and fees (including storage) where applicable and (ii) securing any import documentation required (i.e., import permits, licenses) must be met or agreed by the customer prior to requesting a hardware replacement.
- d. A more current release of software may be required for Allied Telesis to be able to support the product under service. Such a software upgrade may require a hardware upgrade at an additional cost.

- e. It is the customer's responsibility to ensure the latest configuration is available in case it cannot be downloaded from the faulty device. Reverse engineering a new configuration from the beginning is not included in this service and any such service provided will be charged additionally, based on the then current time and material rates.
- f. A priority level will be assigned for all calls placed with Allied Telesis, according to the following definitions:
  - » Priority 1: An existing network is down or there is a critical impact to your business operation.
  - » Priority 2: Operation of an existing network is severely degraded, or significant aspects of your business operation are being negatively impacted by unacceptable network performance.
  - » Priority 3: Operational performance of the network is impaired while most business operations remain functional.
  - » Priority 4: Information or assistance is required on Allied Telesis product capabilities, installation, or configuration. There is clearly little or no impact to your business operation.
- g. You must provide reasonable access to the product through the Internet or a modem, so that Allied Telesis may attempt to correct or diagnose problems through remote access.
- h. When Allied Telesis ships replacement hardware, the receiver is responsible for identifying any damage incurred during transit.
- i. Any return product shipments to Allied Telesis must comply with the return shipment instructions provided by Allied Telesis when the RMA number is issued.

#### **4. Support Entitlement**

You are entitled to receive support on a product only if you have paid a separate support fee for such product and have registered such product's serial number with Allied Telesis. If there is any indication that support is being received on product for which the above requirements have not been met, Allied Telesis reserves the right, upon reasonable advance notice, to charge you on time and material as appropriate support fee. Any services provided for products which have not been duly registered, will be made on a best efforts basis and at the discretion of Allied Telesis.

#### **5. Services Excluded**

- a. Any customization or installation of software, or any on-site support.
- b. Support or replacement of product that is altered, modified, mishandled, destroyed, damaged by natural causes or damaged due to a negligent or willful act or omission by the customer or use other than as specified in the Allied Telesis-supplied documentation, or resolution of software or hardware problems resulting from third party products or other causes beyond the control of Allied Telesis.
- c. Services for non-Allied Telesis software installed on any Allied Telesis product.
- d. Any hardware upgrade required to run new or updated software.

# Allied Telesis Support Service Plans

## Section B Net.Cover Advanced

### I. Service Term and Registration

Allied Telesis Net.Cover services must be purchased within ninety (90) days of the purchase of the Allied Telesis product to which they will be applied, or there may be a service inspection and reinstatement fee. The services are provided for twelve (12), thirty-six (36) or sixty (60) months, commencing thirty (30) days from the date of invoice by Allied Telesis. IMPORTANT NOTE: To ensure that you receive the full benefits of your Allied Telesis Net.Cover Service, you must register your contract on the Net.Cover Registration Section of the Allied Telesis Website. This Agreement shall renew, as to that Product, for successive terms, which shall begin and end on the anniversary of the Effective Date, for as long as you continue to pay the then-applicable fee for such services not less than thirty (30) days before the end of each current term.

### 2. Services Provided

- a. Allied Telesis will provide access to Allied Telesis Technical Assistance Center (TAC), twenty-four (24) hours per day, Monday through Friday to assist you with product use, configuration and troubleshooting. Allied Telesis will use reasonable efforts to respond within one (1) hour for all calls received within Normal Business Hours. For calls received outside our Normal Business Hours, Allied Telesis will use reasonable efforts to respond no later than its next business day.
- b. Allied Telesis will use reasonable efforts to generate solutions to software problems by providing a workaround and a software patch or upgrade afterwards. Allied Telesis will provide support for the current and immediately previous software release.
- c. Allied Telesis will provide access to our Software Download Site, which will also provide you with new releases of software and/or documentation on-line.
- d. In the event of a hardware failure, and only upon authorization by Allied Telesis' RMA team, Allied Telesis will provide a next business day\* shipment Advance Hardware Replacement as part of the Allied Telesis Support Services. Allied Telesis will bear the costs of delivering the replacement product to you. Where Allied Telesis offers you Advance Replacement Services, you may use an Allied Telesis chosen courier, at the expense of Allied Telesis, in accordance with the instructions provided to you by Allied Telesis at the time the RMA is issued. You agree to pay for all other costs of returning Products, as well as any other packaging, shipping and insurance costs incurred by Allied Telesis. Allied Telesis shall have the right to replace the product with the nearest functional equivalent, with written agreement between the parties. Replacement hardware may be either new or refurbished units which have been thoroughly tested.

The replacement hardware will be shipped on an express delivery service, the arrival time is subject to geographical location and the destination country's importation and customs processes.

\* Business day is defined as Monday to Friday, excluding statutory national holidays.

### 3. Service Restrictions

In order to receive services, the following conditions must be observed:

- a. A separate support fee must be paid for each product to be covered by a Net.Cover service contract.
- b. Net.Cover service is not available in certain countries. Allied Telesis reserves the right to refuse requests for service (including shipment of replacement hardware) in such countries.
- c. Custom requirements necessary for importation of the hardware replacement, including (i) payment of import duties, taxes, and fees (including storage) where applicable and (ii) securing any import documentation required (i.e., import permits, licenses) must be met or agreed by the customer prior to requesting a hardware replacement.

- d. A more current release of software may be required for Allied Telesis to be able to support the product under service. Such a software upgrade may require a hardware upgrade at an additional cost.
- e. It is the customer's responsibility to ensure the latest configuration is available in case it cannot be downloaded from the faulty device. Reverse engineering a new configuration from the beginning is not included in this service and any such service provided will be charged additionally, based on the then current time and material rates.
- f. A priority level will be assigned for all calls placed for all calls placed with Allied Telesis, according to the following definitions:
  - » Priority 1: An existing network is down or there is a critical impact to your business operation.
  - » Priority 2: Operation of an existing network is severely degraded, or significant aspects of your business operation are being negatively impacted by unacceptable network performance.
  - » Priority 3: Operational performance of the network is impaired while most business operations remain functional.
  - » Priority 4: Information or assistance is required on Allied Telesis product capabilities, installation, or configuration. There is clearly little or no impact to your business operation.
- g. You must provide reasonable access to the product through the Internet or a modem, so that Allied Telesis may attempt to correct or diagnose problems through remote access.
- h. When Allied Telesis ships replacement hardware, the receiver is responsible for identifying any damage incurred during transit.
- i. Any return product shipments to Allied Telesis, must comply with the return shipment instructions provided by Allied Telesis when the RMA number is issued.

#### **4. Support Entitlement**

You are entitled to receive support on a product only if you have paid a separate support fee for such product and have registered such product's serial number with Allied Telesis. If there is any indication that support is being received on product for which the above requirements have not been met, Allied Telesis reserves the right, upon reasonable advance notice, to charge you on time and material as appropriate support fee. Any services provided for products which have not been duly registered, will be made on a best efforts basis and at the discretion of Allied Telesis.

#### **5. Services Excluded**

- a. Any customization or installation of software, or any visits to your site.
- b. Support or replacement of product that is altered, modified, mishandled, destroyed, damaged by natural causes or damaged due to a negligent or willful act or omission by you or use other than as specified in the Allied Telesis-supplied documentation, or resolution of software or hardware problems resulting from third party products or causes beyond the control of Allied Telesis.
- c. Services for non-Allied Telesis software installed on any Allied Telesis product.
- d. Any hardware upgrade required to run new or updated software.
- e. Allied Telesis Advance Replacement Services are not designed to accommodate batch returns of more than two units of the same product type on a single RMA request. Instances of faulty hardware should be reported to Allied Telesis immediately to qualify for the Advance Replacement Services. RMA requests for more than two units of the same product type may be subject to a change in service level, at the discretion of Allied Telesis and this will be notified to the customer clearly in writing at the time of the request.

# Allied Telesis Support Service Plans

## Section C Net.Cover Elite

### I. Service Term and Registration

Allied Telesis Net.Cover services must be purchased within ninety (90) days of the purchase of the Allied Telesis product to which they will be applied, or there may be a service inspection and reinstatement fee. The services are provided for twelve (12), thirty six (36) or sixty (60) months, commencing thirty (30) days from the date of invoice by Allied Telesis. IMPORTANT NOTE: To ensure that you receive the full benefits of your Allied Telesis Net.Cover Service, you must register your contract on the Net.Cover Registration Section of the Allied Telesis website. This Agreement shall renew, as to that Product, for successive terms, which shall begin and end on the anniversary of the Effective Date, for as long as you continue to pay the then-applicable fee for such services not less than thirty (30) days before the end of each current term.

### 2. Services Provided

- a. Allied Telesis will provide access to Allied Telesis Technical Assistance Center (TAC), twenty-four (24) hours a day, seven (7) days a week, to assist you with product use, configuration and troubleshooting. Allied Telesis will use reasonable efforts to respond within one (1) hour for all calls during Normal Business Hours. For calls received outside our Normal Business Hours, Allied Telesis will use reasonable efforts to respond no later than its next business day.
- b. Allied Telesis will use reasonable efforts to generate solutions to software problems by providing a workaround and a software patch or upgrade afterwards. Allied Telesis will provide support for the current and immediately previous software release.
- c. Allied Telesis will provide access to our Software Download Site, which provides online access to new releases of software and documentation.

- d. In the event of a hardware failure, and only upon authorization by Allied Telesis RMA team, Allied Telesis will provide a next business day\* shipment Advanced Hardware Replacement as part of the Allied Telesis Support Services. Allied Telesis will bear the costs of delivering the replacement Product to you. Where Allied Telesis offers you Advance Replacement Services, you may use an Allied Telesis chosen courier; at the expense of Allied Telesis, in accordance with the instructions provided to you by Allied Telesis at the time the RMA is issued. You agree to pay for all other costs of returning Products, as well as any other packaging, shipping and insurance costs incurred by Allied Telesis. Allied Telesis shall have the right to replace the product with the nearest functional equivalent, with at least the same feature set and with a written agreement between the parties. Replacement hardware may be either new or refurbished units which have been thoroughly tested.

The replacement hardware will be shipped on an express delivery service, their arrival time is subject to geographical location and the destination country's importation and customs processes.

\* Business day is defined as Monday to Friday, excluding statutory national holidays.

### 3. Service Restrictions

In order to receive services, the following conditions must be observed:

- a. A separate support fee must be paid for each product to be covered by a Net.Cover service contract.
- b. Net.Cover service is not available in certain countries. Allied Telesis reserves the right to refuse requests for service (including shipment of replacement hardware) in such countries.
- c. Custom requirements necessary for importation of the hardware replacement, including (i) payment of import duties, taxes, and fees (including storage) where applicable and (ii) securing any import documentation required (i.e., import permits, licenses) must be met or agreed by the customer prior to requesting a hardware replacement.

- d. A more current release of software may be required for Allied Telesis to be able to support the product under service. Such a software upgrade may require a hardware upgrade at an additional cost.
- e. It is the customer's responsibility to ensure the latest configuration is available in case it cannot be downloaded from the faulty device. Reverse engineering a new configuration from the beginning is not included in this service and any such service provided will be charged additionally, based on the then current time and material rates.
- f. A priority level will be assigned for all calls placed for all calls placed with Allied Telesis, according to the following definitions:
  - » Priority 1: An existing network is down or there is a critical impact to your business operation.
  - » Priority 2: Operation of an existing network is severely degraded, or significant aspects of your business operation are being negatively impacted by unacceptable network performance.
  - » Priority 3: Operational performance of the network is impaired while most business operations remain functional.
  - » Priority 4: Information or assistance is required on Allied Telesis product capabilities, installation, or configuration. There is clearly little or no impact to your business operation.
- g. You must provide reasonable access to the product through the Internet or a modem, so that Allied Telesis may attempt to correct or diagnose problems through remote access.
- h. When Allied Telesis ships replacement hardware, the receiver is responsible for identifying any damage incurred during transit.
- i. Any return product shipments to Allied Telesis, must comply with the return shipment instructions provided by Allied Telesis when the RMA number is issued.

#### **4. Support Entitlement**

You are entitled to receive support on a product only if you have paid a separate support fee for such product and have registered such product's serial number with Allied Telesis. If there is any indication that support is being received on product for which the above requirements have not been met, Allied Telesis reserves the right, upon reasonable advance notice, to charge you on time and material as appropriate support fee. Any services provided for products which have not been duly registered, will be made on a best efforts basis and at the discretion of Allied Telesis.

#### **5. Services Excluded**

- a. Any customization or installation of software, or any visits to your site other than those scheduled as part of the Direct Account Services.
- b. Support or replacement of product that is altered, modified, mishandled, destroyed, damaged by natural causes or damaged due to a negligent or willful act or omission by you or use other than as specified in the Allied Telesis-supplied documentation, or resolution of software or hardware problems resulting from third party products or causes beyond the control of Allied Telesis.
- c. Services for non-Allied Telesis software installed on any Allied Telesis product.
- d. Any hardware upgrade required to run new or updated software.
- e. Net.Cover is not designed to accommodate batch returns of more than two units of the same product type on a single RMA request. Instances of faulty hardware should be reported to Allied Telesis immediately to qualify for the Advanced Hardware replacement service. RMA requests for more than two units of the same product type may be subject to a change in service level, at the discretion of Allied Telesis and this will be notified to the customer clearly in writing at the time of the request.

# Service and Support Inspection and Reinstatement

## Policy Statement

Allied Telesis Inc. ("Allied Telesis") requires that when:

- a. the standard warranty has ended,
- b. a previously purchased contract has already expired or
- c. there has been a transfer of product ownership,

the Allied Telesis equipment must be inspected by Allied Telesis or an Allied Telesis authorized inspector; product inspections performed by Allied Telesis will be chargeable.

A reinstatement fee will be applied, the fees that would have been payable for Services for the period during which such Services lapsed, prior to placing such equipment under a new Net.Cover support contract. The reinstatement fee is equal to the fee for one (1) year, of the then current Net.Cover Premium (AT-NCPI) Support Program. The reinstatement fee will apply for each year the Net.Cover contract has lapsed. The equipment will be eligible for any Net.Cover Support Program with the exception of Net.Cover Software, found on the then current price list, subject to regional availability and product status.

The inspection and reinstatement fees are non-refundable and are not included as part of the Net.Cover support contract fee.

Allied Telesis requires that when a support contract has lapsed for a period of less than one (1) year, the new support contract will begin on the anniversary of the previous contract's effective date (the day following its expiration).

In the event the support contract on equipment has lapsed for a period of more than one (1) year, the new Net.Cover support contract will begin as per the contract term dates referenced on the Allied Telesis quotation.

Allied Telesis requires an inspection and a reinstatement fee for all products that were not originally purchased, by the then current owner of the equipment, from Allied Telesis or any Authorized Allied Telesis Partner. Additionally, Allied Telesis software is only licensed to the original purchaser and the license is not transferable. A registration fee is required to allow the legal use of the Allied Telesis software. Please check the registration fee pricing on the then current Allied Telesis Price List. The combination of the inspection or reinstatement fee with the registration fee will allow the equipment to be eligible for a support contract and to receive such services from Allied Telesis.

The product inspection is conducted to check that the equipment has been maintained in adherence to the support services procedures detailed in the product technical documentation, supplied with the equipment upon initial sale and the software installed is a currently supported release. All equipment must be inspected and deemed to be in good operating condition before it will be eligible for coverage on an Allied Telesis support contract.

Products that have reached End of Life (EOL) are not eligible for the purchase of a new support contract.

Prior to scheduling a product inspection, Allied Telesis will require that customers provide the following:

- a. an inventory of hardware and software;
- b. serial numbers of whole installed based, such as chassis, controller and line cards;
- c. a purchase order for reinstatement and software re-license;

Please note that any replacement of defective hardware, update or upgrade of software, and software license fees are not included as part of the inspection and reinstatement support contract process.

# Allied Telesis Software Subscription Licenses

## Support Policy

Allied Telesis will provide the following Net.Cover services, for all Software Subscription Licenses, installed on Product(s) registered under a valid Net.Cover, Premium, Advanced or Elite service plan. Software Subscription Licenses installed on Product(s) not covered by one of the Net.Cover service plans mentioned will not be deemed eligible to receive these support services.

### 1. Service Term and Registration

Allied Telesis Net.Cover services for Software Subscription Licenses, will commence upon registration of the Allied Telesis Product on which they are installed, under a valid Net.Cover service plan.

The services are provided for twelve (12), thirty-six (36) or sixty (60) months, according to the term of the Net.Cover service plan purchased.

**IMPORTANT NOTE:** To ensure that you receive the full benefits of your Allied Telesis Net.Cover Service, you must register your contract on the Net.Cover Registration Section of the Allied Telesis Website. This Agreement shall renew, as to that Product, for successive terms, which shall begin and end on the anniversary of the Effective Date, for as long as you continue to pay the then-applicable fee for such services not less than thirty (30) days before the end of each current term.

### 2. Services Provided

a. Allied Telesis will provide access to the Allied Telesis Technical Assistance Center (TAC), in accordance with the Net.Cover service plan – Premium, Advanced or Elite - purchased for the Product on which the Software Subscription License is installed, to assist with product use, configuration and troubleshooting. Allied Telesis will use reasonable efforts to respond within one (1) hour for all calls during Normal Business Hours. For calls received outside our Normal Business Hours, Allied Telesis will use reasonable efforts to respond no later than its next business day.

- b. Allied Telesis will use reasonable efforts to generate solutions to software problems by providing a workaround in the first instance, and a software patch or upgrade to resolve the issue within a commercially reasonable timeframe. Allied Telesis will provide support for the current and immediately previous software release.
- c. Allied Telesis will allow access to our Software Download Center, which provides new releases of software and/or documentation on-line.

Please refer to the relevant section above to view the terms and conditions applicable to the service program that you have purchased.

### 3. Service Restrictions

In order to receive services, the following conditions must be observed:

- a. Products running Software Subscription Licenses must be covered by one of the following Allied Telesis Net.Cover service plans: Premium, Advanced or Elite.
- a. A more current release of software may be required for Allied Telesis to be able to support the product under service. Such a software upgrade may require a hardware upgrade at an additional cost.

## About Allied Telesis

For 30 years, Allied Telesis has been delivering reliable, intelligent connectivity for everything from enterprise organizations to complex, critical infrastructure projects around the globe.

In a world moving toward Smart Cities and the Internet of Things, networks must evolve rapidly to meet new challenges. Allied Telesis smart technologies, such as Allied Telesis Management Framework™ (AMF) and Enterprise SDN, ensure that network evolution can keep pace, and deliver efficient and secure solutions for people, organizations, and “things”—both now and into the future.

Allied Telesis is recognized for innovating the way in which services and applications are delivered and managed, resulting in increased value and lower operating costs.

Visit us online at [alliedtelesis.com](http://alliedtelesis.com)



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