Hardware Warranty Program Effective April 1, 2013 Revision 1.1

APPLIED VOICE & SPEECH TECHNOLOGIES, INC. HARDWARE WARRANTY PROGRAM

THE AVST ADVANTAGE

AVST works in partnership with third-party suppliers to administer manufacturer-provided hardware warranties for the products we sell. While the manufacturer's warranty is always passed through to the Value Added Reseller (VAR), AVST has created programs that enrich the manufacturer's warranty. These programs are designed to help VARs be more responsive to their customers' mission-critical systems. Some of the AVST hardware warranty programs are included, at no charge, with the purchase of an item. Other programs are available for an additional charge. Program availability and pricing vary depending on the items purchased. The hardware warranty programs described below are separate from XpressCare, which applies only to AVST software.

GENERAL PROGRAM DESCRIPTIONS

All servers, boards, and accessories sold by AVST are covered by one or more of the following Hardware Warranty Programs:

- ADVANCE PARTS REPLACEMENT (APR) entitles the VAR to order a replacement board, component or accessory before the defective item is returned for repair. A one-year APR warranty is included, at no charge, with the purchase of all voice boards, Dialogic fax boards, and accessories. Brooktrout fax boards purchased from AVST include a 30-day APR warranty. Components shipped as advance replacement parts may be new or refurbished. Replacement components assume the remainder of the original item's APR warranty or 90 days, whichever is greater. APR warranty claims are initiated by opening an incident with AVST Technical Support. A purchase order is required before the advance replacement part will be shipped. An RMA number is issued for return of the defective component. Once received, the VARs account is credited for APR component(s). Standard outbound freight charges are paid by AVST.
- MANUFACTURER'S ON-SITE SERVICE (MOS) entitles the end-user/customer (or VAR on the end-user's behalf) to receive on-site support from the server manufacturer. A three-year, business-hours MOS warranty is included with the purchase of any Dell server. The Dell MOS SLA depends on the support level. See the Dell server warranty and support documentation for details on the Dell MOS SLA. The manufacturer sends a factory trained technician to the customer's site during normal business hours to resolve any hardware problem with the server. New or refurbished components may be used by the manufacturer's field technician to facilitate repairs. Replaced components assume the original term of the MOS warranty. Initiate a MOS claim by contacting AVST Technical Support, who then assists with isolating the problem to the server. Once a server hardware problem is confirmed, the customer or VAR contacts the manufacturer to arrange an on-site service call. Once the server is repaired, the VAR is responsible for restoring the AVST application. A purchase order is not required for standard MOS. If certain that the issue is HW related, for Dell servers, the end-user/customer (or VAR on the end-user's behalf) may call the Dell Technical Support directly.
- ADVANCE SERVER REPLACEMENT (ASR) is always a fee-based warranty enhancement that can be purchased, on an as-needed basis, for any server that is still covered by an AVST MOS or APR hardware warranty program. ASR enables the VAR to temporarily purchase a complete replacement server in lieu of exercising standard MOS or APR options. All software, including the operating system and licenses, must be provided by the VAR or customer. The VAR is responsible for re-installation of boards/accessories and restoration of the AVST application. At AVST's discretion, ASR servers will be functionally equivalent or better than the server being replaced. They can be new or refurbished. The replacement server assumes the remaining MOS or APR warranty of the defective server or 90 days, whichever is greater. The ASR process is initiated by contacting AVST Technical Support. A purchase order is required prior to shipment. AVST issues an RMA number when an ASR is ordered so the defective server can be returned for credit. Once the defective server is returned to AVST (in the same packing materials used to ship the ASR server), and the Dell record of ownership transferred back

to AVST, the VAR's account is credited for the cost of the replacement server and standard outbound freight charges. No credit is given for the ASR fee.

HARDWARE WARRANTY EXTENSIONS

APR coverage can be extended beyond the initial one-year term. Hardware Warranty extensions (providing up to 5 years of coverage from date of shipment) can be purchased at point of sale, up to 1 year after shipment, and renewed up to 2 years after shipment as long the component is still under warranty. Several variables are taken into consideration when pricing an Extended Hardware Warranty and extensions are not available on all products. Hardware Warranty extensions cannot be purchased for items more than 2 years old or for any item on which the initial or extended Hardware Warranty has already expired. Please see the Maintenance and Support Plans section of your AVST price catalog for more details.

Dell MOS coverage can be extended beyond the initial three-year term. Hardware Warranty extensions (providing up to 5 years of coverage from date of shipment) must be purchased at point of sale. Upgrades to Dell 4 Hour ProSupport warranty level are also available at point of sale. Dell warranty extensions or upgrades are not available via AVST at any point after point of sale. Please see the Maintenance and Support Plans section of your AVST price catalog for more details.

TABLE 1: AVST Hardware Warranty Programs at a Glance

	APR	MOS (Dell)	ASR
Initial Term	12 months from date of shipment	36 months from date of shipment	N/A - sold per incident
Initial Cost	Included in purchase price	Included in purchase price	\$600/incident
Extendable ¹	Yes	Yes	No
Outbound Freight	Paid by AVST	N/A	Paid by AVST
Standard Outbound Freight	FedEx Priority Overnight	N/A	FedEx Economy
RMA Issued by AVST	Yes	No	Yes
Return Freight Paid By	VAR	N/A	VAR
RMA Expires ²	30 days after APR ship date	N/A	30 days after ASR ship date
Credit on RMA Completion	Dealer Net for all components plus standard outbound freight	N/A	Dealer Net for server plus standard outbound freight
Available for Dell Servers	No	Yes	Yes
PO Required 3	Yes	No	Yes
Response Target ⁴	Orders placed by 11:00 AM PT ship same business day	Technician on site next business day (normal business hours)	Orders placed by 11:00 AM PT ship same business day
Initiated by ⁵	VAR contacts AVST Technical Support	VAR or Customer contacts Dell ⁶	VAR contacts AVST Technical Support

¹ See AVST catalog for availability and pricing.

⁶ AVST recommends the AVST-certified technician contact AVST Technical Support to confirm a server hardware fault before scheduling onsite service with the manufacturer.



² RMAs received after their expiration date are returned to VAR and no credit will be processed.

³ VAR's account must be in good standing before any order is processed.

⁴ Subject to availability of stock. The PO must reference the Tech Support Incident Number and be received by AVST Fulfillment by the deadline for same day shipment.

⁵ AVST technical certification and valid XpressCare coverage for the site are required to contact AVST Technical Support. Normal Tech Support hours are 5:00 AM to 5:00 PM Pacific Time, Monday through Friday, excluding holidays: Emergency callback support is available to AVST-certified technicians outside of normal hours for recovery of down systems only.

DOA SHIPMENTS (DEFECTIVE PRODUCT WITHIN 30 DAYS OF SHIPMENT)

AVST's hardware fulfillment partners use components and processes designed to ensure the equipment you receive is of the highest quality and in working order. On rare occasions, a shipment may be "Dead On Arrival" (DOA). If you believe a shipment or component is DOA, contact AVST Technical Support within 30 days of the shipment date. AVST will replace the DOA component(s) with new (not refurbished) assemblies. Replacements will be shipped FedEx Priority One. A purchase order is required prior to shipment, which will include an RMA number. In the event of a DOA, the VAR's account is credited for all components, outbound freight, and return freight charges when the RMA is completed.

FREIGHT UPGRADES

Standard outbound freight charges for APR and ASR shipments are paid by AVST. Freight can be upgraded to FedEx Priority One or Counter-to-Counter if requested on the purchase order. However, the VAR will receive RMA credit for standard freight only in all cases except DOA recovery.

RETURN SHIPMENTS

All warranty returns are subject to a receiving inspection. If the returned component has sustained physical damage prior to packaging or during shipment, no credit is given. To protect against physical damage, VAR's should use the same APR/ASR outbound shipment packaging when returning defective components for credit. The serial number of the returned component must match the serial number of the component reported as defective. Be sure to include all component parts in the return shipment. No credit is given for mismatched serial numbers or missing items.

DELL WARRANTIES

All current Dell Service Descriptions are available for review at www.Dell.com/ServiceContracts.

Dell Basic Next Business Day (Basic NBD) server warranty includes:

- Phone based support during local business hours, excludes holidays
- Technical support services available through instant online chat and email
- Support is provided next business day on- site. Generally, calls received by Dell before 5:00 pm local time
 qualifies for next-business day service, however, regional differences apply. Please contact Dell to determine
 the deadline for your location.
- Please check the Dell Basic Support documentation for more details on the warranty and support services, and
 to understand any conditions and limitations that may apply based on site specifics such as location, etc. Also
 note that the Dell provided warranty support documentation takes precedence to above support plan
 highlights.

Dell ProSupport 4 hours On-site (Pro/4hr) server warranty includes:

- Phone based support 24/7, including holidays with Dell Escalation Manager intervention if remote diagnosis has not been determined within ninety (90) minutes of contact
- Technical support services available through instant online chat and email
- On-site Service: Dell technician arrives on-site within 4 hours after the completion of the telephone-based troubleshooting
- Please check the Dell ProSupport documentation for more details on the warranty and support services, and to
 understand any conditions and limitations that may apply based on-site specifics such as location, etc. Also
 note that the Dell provided warranty support documentation takes precedence to above support plan
 highlights

All server warranties are serviced by Dell. Should a server problem be suspected, call Dell Technical support number. Local Dell telephone support numbers are available at www.support.dell.com. Before contacting Dell, please have the following available:

- Service Tag, Express Service Code, and Model Number of the Server
- Physical access to the server
- A description of the problem and any troubleshooting steps taken prior to calling Dell
- The case number if one has already been assigned through prior contact with Dell



Ē

EXCLUSIONS

AVST Hardware Warranties do not cover the following:

- Damage due to abuse, misuse, neglect, customer modifications, accident, or natural disaster
- Improper handling, wiring, repairing, splicing, alteration, installation, storage, or maintenance
- Used in a manner not in accordance with AVST or its supplier's specifications or operating instructions
- Problems arising from shipping, moving or relocating the hardware
- Modification of installed line cards or other hardware due to changes in government or regulatory codes
- Failure of customer to apply previously applicable vendor modifications or corrections
- Problems with electrical power
- Servicing not authorized by AVST
- Usage not in accordance with product instructions
- Failure to perform required preventive maintenance
- Problems caused by the use of parts and components not supplied by AVST
- Products that have had serial numbers or month and year of manufacture removed or altered

SPARE PARTS

AVST strongly recommends VARS keep adequate replacement parts on hand (refer to section 3.2 of Dealer Agreement). These warranty programs are designed to enhance VAR responsiveness. They are not a substitute for having spare parts on hand for emergencies.

OUT-OF-WARRANTY REPAIRS

Out-of-warranty voice and fax boards can frequently be repaired by Dialogic on a *Depot Repair* basis. A Dialogic RMA can be requested at http://rma.dialogic.com. This link is provided for your information. The Dialogic RMA is a transaction between the VAR and Dialogic. AVST does not administer the Dialogic repair and return program.

FOR MORE INFORMATION

For any pre-sale questions regarding the CX-Series of applications, please contact AVST Sales Engineering at 949.699.2300 or email <u>SalesEngineering@avst.com</u>. For questions regarding installation and implementation, please contact AVST Technical Support:

CX-E and CX-S support: via phone 800.777.2403 or email CXsupport@avst.com Repartee® support: via phone 800.284.3575 or email ReparteeSupport@avst.com International support: via phone +44.870.444.8408 or email EuroTS@avst.com

© 2013 Applied Voice & Speech Technologies, Inc. (AVST). No part of this publication may be reproduced, transmitted, transcribed, stored in a retrieval system, adapted, or translated into any language in any form by any means without the written permission of AVST. Trademarks, service marks, products names, company names or logos of AVST are protected by trademark and other laws of the United States, as well as international conventions and the laws of other countries. Other such properties that are not owned by AVST may not be used without the express permission from their owners.

