



PRODUCT WARRANTY

BASE RELIF SERVICE COVERAGE

Warranty Definition

Product warranties may vary depending on the specific GVS products purchased. Equipment is warranted to be free from defects in workmanship or material for the applicable warranty period. GVS Solutions are warranted to conform to published specifications for a period of ninety (90) days from date of delivery. GVS does not warrant that (1) operation of any of the hardware or software will be uninterrupted or error-free, or (2) that functions contained in the hardware or software will operate in combinations that may be selected for use by the authorized person or meet the customers requirements. These warranties extend only to the customer as an original purchaser.

The customer's exclusive remedy and Maintenance Services' entire liability under these warranties will be (1) with respect to equipment, the repairor, at Services' option, replacement and (2) with respect to software and hardware, using reasonable efforts to correct such Software as soon as possible after licensee has notified GVS of such non-conformance. If such repair, replacement, or correction is not reasonably achievable, GVS will refund the purchase price or license fee. Unless the customer has executed an on-site service agreement, repair or replacement of equipment will be undertaken at a service location authorized GVS. All software customization is provided "AS IS" without a warranty of any kind.

No GVS warranty shall apply to any product that is modified without GVS's written consent, or which has been misused, altered, repaired, or used with equipment or software not supplied by GVS.

GVS reserves the right to change these warranties at anytime upon notice and without liability to the customer or any third party.

EXCEPT AS SPECIFIED HEREIN, ALL EXPRESSED OR IMPLIED REPRESENTATIONS AND WARRANTIES, INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR NON-INFRINGEMENT, ARE HEREBY DISCLAIMED.



Warranty Services Provided

1. Confirmation of Warranty Service Request

- Warranty service response begins at time of the initial service request, during business hours.
- Reasonable efforts will be made to respond to and acknowledge requests within eight (8) business hours.

2. Software Installation Support Response and Delivery Method (Media/Phone)

- A reasonable effort to respond with a fault diagnosis and to initiate a resolution within eight (8) business hours.
- An explanation or clarification of GVS documentation regarding installation and configuration of GVS products.
- Replacement of 1) defective media, 2) missing or unusable documentation or 3) software license certificates.

3. Hardware Repair Response and Delivery Method for Return-to-GVS Distribution Center

- A reasonable effort to deliver a repaired or replacement part within fifteen (15) business days.
- Fault isolation to the defective part, GVS field-replaceable unit (FRU) or customer replaceable-unit (CRU).
- An option to return the entire system or customer-replaceable unit (CRU) to a designated GVS repair location if it is determined by GVS that the hardware malfunction cannot be diagnosed over the telephone. At that time the customer will be provided with an estimated time to repair the unit.
- Parts-only services are available for some selective products not carrying GVS' extended warranty plan (On-Site labor and travel charges may apply).

4. Hardware Repair Response and Delivery Method for On-Site Services (Optional)

- Warranty repair services will be performed by GVS-authorized service personnel at the customer site.
- Product installation and onsite services are provided by GVS for some products (varies by product and location).
- A reasonable effort to respond within the repair response timeframe (varies by product). This is 4, 8, or 24 business hours for Same Day, Next Day, and Second Day onsite services, respectively (unless stated otherwise).

Eligibility/Entitlement

- Warranty deliverables are valid within the country-of-purchase only.
- These warranties extend only to the customer as an original purchaser from Grande Vitesse Systems.
- GVS will provide customers with warranty services, upon verification of warranty eligibility.

Service Availability

- The warranty period begins upon system installation, or 90 days after shipment, whichever is sooner.



- Business hours are 9:00 A.M. and 5:00 P.M., local time, Monday through Friday (excluding GVS holidays).
- Service delivery method for warranty services may vary depending on product, purchase site and installation site.

Service Options

- The product warranty can be uplifted to higher service levels through GVS service support program.
- Enhanced services may be available through the GVS service program or as a separate product option.
- Warranty is valid upon full product registration with GVS and customer commitment to 1 year full maintenance contract (see maintenance schedule for minimum requirement)

Initiation and Delivery of Warranty Services (United States)

1. Preparation Prior to the Service Request

- Description of problem and/or system configuration.
- Customer name, address, and contact information.
- Product Identification: Product Number, Model Number, Part Number.
- P.O. Number and/or Date-of-Purchase (software) and Serial Number (hardware).
- Purchase Agreement Number .

2. Contact GVS

- Telephone: 1 415 777 0320 .
- Online Service Request: available to GVS Service customers.
- The warranty service call is logged, a Service Order Number is assigned (as the service reference number).
- Return-Material Authorization Number (RMA#) will be assigned for parts-exchange, if appropriate.
- Next-step instructions will be provided, including estimated response times, if available.

3. Customer Responsibilities for Return-to-GVS

- The customer is responsible to remove the defective part from the system or assembly.
- Ship-back information and instructions will be delivered with the exchange part. The part should be prepared for shipping or for courier pickup at the designated site.
- If the part is exchangeable, the customer should prepare the defective part for return using the packaging of the exchange part. The package should be labeled with shipping information, including company name, telephone number, address, RMA number, weight of package, appropriate signatures, including the GVS address.
- Replacement components are provided on an exchange basis. The customer is responsible for returning to GVS exchanged parts within five business days from the date of receipt of the replaced component. The customer agrees to purchase at GVS' s then prevailing standard list price any parts not returned to GVS within the five business day period.
- For follow-up and assistance, contact the GVS Customer Desk at 1 415 777 0320 .

Warranty Deliverables

Maintenance Services will, upon verification of warranty eligibility ,provide customers with the following warranty services:



Software Warranty Services

- Telephone assistance from the GVS Customer Service Desk between 8:00A.M. and 5:00P.M., local time, Monday through Friday(excluding G V S Services holidays). Reasonable efforts will be made to respond to requests within eight business hours.
- An explanation or clarification of GVS documentation regarding installation and/or configuration of GVS turn-key products.
- Replacement of defective media, missing or unusable documentation.
- The ability to report urgent or serious software problems.
- A reasonable efforts workaround and delivery of available patches.
- Acceptance and recording enhancement requests.

Hardware Warranty Services

GVS Installable Systems

- Telephone assistance from the GVS Customer Service Desk between 8:00A.M. and 5:00P.M., local time, Monday through Friday (excluding GVS S ervices holidays).
- A reasonable effort to respond on-site within two business days if s ervices performed the installation.
- An explanation or clarification of GVS documentation regarding installation and/or configuration of GVS products.

Customer Installable Systems

- Telephone assistance from the between 9:00A.M. and 5:00P.M., PST , Monday through Friday(excluding GVS services holidays). Reasonable efforts will be made to respond to requests within eight business hours (First 90 days following installation)
- An explanation or clarification of G V S documentation regarding installation and/or configuration of G V S products or fault isolation to the defective part or field-replaceable unit (FRU).
- An option to return the entire system or customer-replaceable unit to a designated services repair facility if it is determined by GVS Services that the hardware malfunction cannot be diagnosed over the telephone. At that time the customer will be provided with an estimated time to repair the unit.
- A replacement part to be received within three business days after GVS Services has received the request for the part. The customer replaces the defective part with the part received and if the part is exchangeable, prepares the defective part for return to G V S Service using the packaging in which the replacement part was shipped.

General Note(s)

- Travel time will be charged in one hour increments when travel exceeds 50 miles.
- Travel will be charged as actual expenses for time, travel, meals, lodging and other related expenses when travel exceeds 100 miles from GVS' service office.

