



MAINTENANCE & SUPPORT PROGRAMS

TERMS & CONDITIONS

UPDATED: November 2ND, 2020

1. Definitions

- 1.1 Z-Band Brands: Means Product Brands and/or Product Families of the Company Z-Band Technologies.
- 1.2 Covered Products: Covered Products shall mean products that were purchased by the Customer directly from Z-BAND and that are listed on Exhibit C.
- 1.3 Customer: Shall mean the end-user operating the Covered Products as identified on the first page of this Agreement.
- 1.4 Customer Address: Shall mean the address listed on the first page of this Agreement.
- 1.5 Covered Products Price: The aggregate of the purchase prices paid by the Customer to purchase the Covered Products.
- 1.6 Service Program Price Rate: Calculated as an annual charge of a percentage of the Covered Products Price. For the Platinum Service Program twenty percent (20%), for Gold Service Program fourteen percent (14%), for the Silver Service Program ten percent (10%) per year, before any multi-year discount (where applicable). See Appendix-A for more information.
- 1.7 Service Program Level: Silver, Gold and Platinum, as above.
- 1.8 Service Program Start Date: The date that appears on the cover page. Start Date shall be the day covered Products were shipped by Z-BAND.
- 1.9 Service Program End Date: Twelve (12) calendar months after the Service Program Start Date.
- 1.10 Service Program Renewal Price Rate: Renewal of a Service Program is calculated as an annual charge of a percentage of the Covered Products Price as detailed in section 1.6 of this Agreement.
- 1.11 Services: The services described in Exhibit A.

2. Service Term

Z-BAND has agreed to provide the Services for the Covered Products for a period of one year, commencing on the Program Start Date (the "Service Term"). Customer may purchase in advance multiple one-year periods.

The Service Term will renew for an additional term after receiving a purchase order from the Customer.

3. Service Program Fee

At the beginning of the Service Term and at the beginning of each annual renewal thereof, the Customer shall pay the Annual Service Program Fee in the amount set forth on the cover page. The Annual Service Program Fee shall be equal to the Covered Products Price multiplied by the applicable Service Program Price Rate.

Upon each Renewal (hereinafter defined), the Covered Products Price shall, subject to Section 4, be adjusted to reflect (a) any Additional Product that was purchased in the preceding year, that is being added to the Renewal contract, and (b) any Deleted Product (hereinafter defined) for which Z-BAND no longer provides Services.

The paid Annual Service Program Fee is not refundable. Customers may not be able to use paid Annual Service Program Fee towards purchasing any other products or services from Z-BAND.

4. Additions and Deletions to Covered Products

4.1 Additional Products Purchased from Z-BAND or Z-BAND Brands. If a new product is purchased from Z-BAND after the Program Start Date (an "Additional Product") and Z-BAND agrees to provide the Services for the Additional Product, then Z-BAND shall add the Additional Product to the list of Covered Products on Exhibit C and the Customer shall pay an additional fee to Z-BAND for providing the Services for the Additional Product (the "Additional Fee").

The Additional Fee shall be equal to the purchase price of the Additional Product multiplied by the applicable Service Program Price Rate pro-rated on a monthly basis for each month remaining in the Service Term as of the date of the Customer's purchase of the Additional Product. For the removal of doubt, the Customer shall not have the right to decline the Services for the Additional Product and shall be obligated to pay the Additional Fee provided that Z-BAND is prepared to provide the Services for the Additional Product.

4.2 Covered Products for which Services are No Longer Provided. If Z-BAND determines in its sole discretion that it can no longer provide the Services for a Covered Product, Z-BAND shall provide at least fifteen (15) days advanced notice to the Customer and may then remove such Covered Product (the "Deleted Product") from the list of Covered Products on Exhibit C. The Annual Service Fee for period following the removal of the Deleted Product shall be reduced by an amount equal to portion of the Annual Service Fee that was attributed to the Deleted Product.

4.3 Lapse in Service. In a case of service request for equipment associated with an expired contract, renewal contract and payment will be required. The renewed contract shall start the day after the expired contract had ended. A penalty of 25% of the previous contract price shall be applied to the costs of the new contract.

5. Withholding of Services by Z-BAND

If (a) the Customer fails to pay the Additional Fee, within thirty (30) days of purchasing the Additional Product or (b) the Customer is more than 15 Days behind in payments owed to Z-BAND for any Z-BAND product or service, then Z-BAND shall have the right to withhold the Services as set forth in Section 5 until the Additional Fee is paid.

6. Terms of Payment

6.1 The Customer shall pay the full-Service Program Fee within thirty (30) days from Service Program Start Date unless otherwise stated in a multi-year contract. All payments shall be in the currency quoted by Z-BAND.

6.2 The Service Program Fee shall be paid in full, with no deductions in respect of any counterclaims from the Customer, and the Customer shall pay the Service Program Fee when due regardless of any delays in the provision of the Services.

6.3 If payment of the Service Program Fee or any other sum is not made within the agreed terms or if the Customer shall become bankrupt, enter into liquidation or has a receiver appointed, then, in addition to any other rights that Z-BAND may have, all sums outstanding shall become payable immediately and Z-BAND shall have the following rights: a) to charge interest at the rate of one and one-half percent (1 1/2%) per month or the maximum rate permitted by law, whichever is lower, b) to terminate the Service Program, without prejudice to any other remedy.

7. Force Majeure

Z-BAND will not be responsible for any loss or damage resulting from delay or failure to perform any of its contractual obligations as a result of causes reasonably beyond its control ("Force Majeure"). In the event of a Force Majeure, Z-BAND will be excused from performance during the existence of the Force Majeure and the date of performance shall be extended for a period of time equal to the impact of the delay on the schedule. When a Force Majeure occurs, Z-BAND will attempt to mitigate the effect of the Force Majeure as much as possible.

8. Limitation of Liability

UNDER NO CIRCUMSTANCES SHALL Z-BAND BE LIABLE FOR INCIDENTAL, INDIRECT, SPECIAL OR CONSEQUENTIAL DAMAGES (HOWEVER ARISING), INCLUDING, BUT NOT LIMITED TO, LOSS OF PROFIT, LOSS OF USE, LOSS OF REVENUE OR DAMAGES TO BUSINESS OR REPUTATION ARISING FROM THE PERFORMANCE OR NON-PERFORMANCE OF ANY ASPECT OF THIS AGREEMENT WHETHER OR NOT Z-BAND HAVE BEEN MADE AWARE OF THE POSSIBILITY OF SUCH LOSS.

9. Assignment

Z-BAND's obligations under the Service Programs are personal to the Customer and Z-BAND shall not be obligated to provide the Services to anyone other than the Customer or the Reseller listed at the front of this document on behalf of the Customer. Any assignment of this Service Program from the Customer to another party will not be recognized by Z-BAND.

10. Breach, Remedies

Z-BAND reserves the right to declare all sums immediately due and payable and to cancel any Services, without liability to Customer, in the event that Customer is in breach of a material obligation hereunder. If Customer is in breach, Customer shall remain liable for all unpaid sums and reimburse Z-BAND for all damages suffered or incurred by Z-BAND as a result of Customer's breach. The remedies provided herein will be in addition to all other legal means and remedies available to Z-BAND.

Exhibit A: Description of Services and Fees

1. *Repair Service*

For all Programs: Silver, Gold and Platinum Program, Z-BAND will provide the “Repair Service” referenced in the Repair and Advanced Replacement Services Rider attached as Exhibit B.

2. *Critical Security Updates*

Z-BAND strives to ensure its products meet the highest cybersecurity and IT standards. Products covered under an active Silver, Gold and Platinum Program are entitled to receive software releases that address critical security vulnerabilities and so-called “hot fixes” that Z-BAND shall generate from time to time. For Standard Warranty customers this benefit is available during the first ninety (90) days after the product/s was/were shipped from the Z-BAND warehouse. Security Updates may not include software releases that are enhancements to existing functions or updated that provide new capabilities.

3. *Minor Software / Firmware Upgrades*

Software and Firmware releases that provide incremental enhancements to the product as well as general maintenance software/firmware that addresses known limitations. Access to these updates is provided at no charge to Platinum and Gold Program Customers and at discounted rates to Silver and Bronze customers. Typically, these updates are referred to by Z-BAND as updates within the same branch of code installed on your product.

4. *Major Software / Firmware Upgrades*

Software and Firmware releases that provide major new capabilities and/or major technology enhancements and/or performance enhancements. Major releases are issued by Z-BAND several times per year per product family in accordance to Z-BAND’s roadmap as well as when customer-driven features are prioritized into the workplan. Access to these updates is provided at no charge to Platinum Customers and at discounted rates to Gold, Silver customers. Typically, these updates are referred to by Z-BAND as updates to a new branch of code compared to the one installed on your product.

5. *Advanced Replacement Service*

For the Gold and the Platinum Program, Z-BAND shall offer the “Advanced Replacement Service” referenced in Exhibit B.

6. *Phone Support*

Z-BAND standard phone support hours for eligible customers are 9AM-8PM Eastern Standard Time Monday through Friday. Platinum and Gold Customers are entitled to access the

Z-BAND support hotline and get connected with a Z-BAND support engineer to address any emergency / service interruption. Hotline service response time is detailed in the Services table below.



7. *On-Site Engineering Support*

Z-BAND offers on-site engineering support services in the case of service interruption or hardware failure that cannot be resolved using the online and/or phone support services. Available for Covered Products only.


8. *Excluded Services*

Z-BAND shall not be obligated to provide Services that are required by any of the following:

i) unauthorized modification, repairs or attempted maintenance of a Covered Product by anyone other than Z-BAND or its authorized agents; ii) failure of hardware or software not covered herein; iii) negligence, accident, or abuse, operator error, or use of the Covered Product in any manner in violation of an applicable license.

9. *Online / Remote Diagnostics and Engineering Support*

The Customer shall provide Z-BAND with "Remote Access" to the Customer's computer systems and/or Z-BAND product so that Z-BAND may run remote diagnostic programs to identify equipment problems. As part of Z-BAND's diagnostics, Z-BAND may download the status and health log files of the computer system in order to assist with the resolution of problems. Prior to establishing a connection with the Customer's system via Remote Access, Z-BAND will first obtain permission from the Customer in the manner agreed upon by Z-BAND and the Customer.



The Services are summarized in the chart below and in the descriptions that follow.

| Service / Program | Standard Warranty | Silver Program | Gold Program | Platinum Program |
|---|---------------------------------|--------------------------------|-----------------------------------|----------------------------------|
| Hardware Repair | First year only | ✓ | ✓ | ✓ |
| Advanced Replacements | - | - | Ships within 48 hours | Ships within 24 hours |
| Critical Security Updates | 90 days | ✓ | ✓ | ✓ |
| Minor Software / Firmware Updates | - | 45% discount | ✓ | ✓ |
| Major Software / Firmware Updates | - | 45% discount | 65% discount | ✓ |
| Support Inquiries via Phone | - | 9am-5pm Mon-Fri | 24/7/365 12-hour hotline response | 24/7/365 8-hour hotline response |
| Support Inquiries via Helpdesk | Response within 4 business days | Response within 1 business day | Response within 24 hours | Response within 24 hours |
| Online Remote Diagnostics and Engineering Support | - | ✓ | ✓ | ✓ |
| On-Site Engineering Support Fees (per day) | - | 30% discount + T&E | 50% discount + T&E | 70% discount + T&E |

The Fees are summarized in the chart below and in the descriptions that follow.

| Service / Program | Standard Warranty | Silver Program | Gold Program | Platinum Program |
|---|--------------------------------------|----------------------------|----------------------------|----------------------------|
| Annual Program Rate | First year included in product price | 10% | 14% | 20% |
| 3-year Multi Year Purchase Discount** | - | 5% of Annual Program Rate | 5% of Annual Program Rate | 5% of Annual Program Rate |
| 5-year Multi Year Purchase Discount** | - | 10% of Annual Program Rate | 10% of Annual Program Rate | 10% of Annual Program Rate |
| On-Site Engineering Support Fees (per day, excluding T&E) | - | \$2,100 | \$1,500 | \$900 |

** Requires a blanket purchase order for the payment of the multi-year period.

Exhibit B: Repair and Advanced Replacement Services Rider

A. DEFINITIONS

For the purposes of this Exhibit B, the following terms shall have these respective meanings:

“Product”

A Covered Product under a Z-BAND Service Program

“Third Party Products”

A Product that which is not Z-BAND's software or hardware product.

“Seller”

Z-BAND

“Seller’s Address”

Shall mean the local Z-BAND office from which you purchased your Product.

“Customer”

Shall mean a party who has purchased a Product from the Seller as a so-called “end-user” and without the express intent to resell or distribute the Product.

“RMA Approval”

Shall mean the issue of an RMA number by the Seller via the Helpdesk in confirmation of the Return Material Authorization

“Defective Product”

Shall mean a Product for which the Seller has provided RMA Approval to the Customer.

“Repaired Product”

Shall mean a repaired Defective Product.

“Replacement Product”

Shall mean a Product provided to the Customer in exchange for a Defective Product. The Replacement Product shall be of the same type and of a compatible version as the Defective Product that fully complies with the functional specifications of the Seller.

“Date of Customer Purchase”

Shall mean the date that appears on the invoice shipped with the Product to the Customer.

Repair Service”

Shall mean the repair or replacement of a Defective Product by the Seller after receipt by the Seller of the Defective Product.

“Advanced Replacement Service”

Shall mean the replacement of a Defective Product by the Seller in advance of receipt by the Seller of the Defective Product.

“Effective Date”

Shall mean the Date of the Service Program Start Date of an applicable Z-BAND Service Program.

“Repair Service Period”

Shall mean the Service Term of a Platinum Level, Gold Level, Silver or Level Z-BAND Service Program.

“Advanced Replacement Service Period” or “DOA Period”

Shall mean the Service Term of a Platinum or Gold Level Z-BAND Service Program.

“Out of Warranty Charge”

Shall mean the price listed for a product as “Out of Warranty Charge” in the Warranty Section of the Seller’s most recently issued CPL.

“Seller Helpdesk”

Seller’s online Support at support.z-band.com

B. SERVICES

1. Services Provided

- 1.1 During the Repair Service Period, the Seller shall provide the Customer with Repair Service, as described in Section 3 below.
- 1.2 During the Advanced Replacement Service Period, the Seller shall provide the Customer with Advanced Replacement Service, as described in Section 5 below.

2. Exclusions

- 2.1 This Repair and Advance Replacement Services Rider does not provide coverage for:
 - (a) Loss or damage caused by fire, theft, disappearance, misplacement, reckless, abusive, willful or intentional conduct, computer viruses or damage or loss caused during shipment;
 - (b) A Product that has been subject to any abnormal electrical, mechanical, or environmental abuse, or shows signs of modification by an unauthorized person;
 - (c) A Product with altered, modified, or removed serial numbers or a broken Warranty Void seal;
 - (d) Damage resulting from the use of the Product in a manner for which it was not intended;
 - (e) Equipment or components that were not included in the Product as originally sold by the Seller and;
 - (f) Cosmetic damage, minor imperfections within design specifications and/or other damage that does not affect functionality;
 - (g) Z-BAND may, at its sole discretion, exclude from coverage any third-party hardware.
- 2.2 The Products which are not Z-BAND Software or Hardware Products are warranted, to the extent expressly provided in the warranty agreements or software agreements accompanying such hardware or software.

3. Repair Service

- 3.1 The Repair Service obligates the Seller to repair or replace a Defective Product once the Defective Product has been delivered to the Seller. The Customer may request Repair Service for a Product that a Customer believes is defective by submitting an "RMA Request" with the Seller Helpdesk.
- 3.2 After reviewing the RMA Request, the Seller will make a preliminary decision, at its sole discretion, whether the Product is defective and, if so, whether the Product can be repaired remotely (for instance, but not limited to, updating the software or firmware), or whether the Product must be returned to the Seller for repair.
- 3.3 If the Seller determines that the Product must be returned for repair and has received the RMA Request during the Repair Service Period, the Seller shall promptly issue an RMA Approval to the Customer. Once the Customer receives the RMA Approval, the Customer may ship the Defective Product to the Seller for repair within 30 days of the Customer's receipt of the RMA Approval. The Customer's shipment must include a printout of the RMA Approval from the Helpdesk.
- 3.4 The Seller shall examine the Defective Product to confirm that it is eligible for Repair Service. If the Seller reasonably determines that Section 2 excludes the Defective Product from the Repair Service, the Seller shall either (a) return the Defective Product to the Customer or (b) repair the Defective Product and charge the Customer the "Out of Warranty Charge" for the Product.

- 3.5 If the Seller determines that the Defective Product is eligible for Repair Service, the shall, at its sole discretion, either (a) repair the Defective Product or (b) replace the Defective Product with a new or refurbished Replacement Product. The cost of the or the Replacement Product, whichever is applicable, shall be paid by the Seller.
- 3.6 The Seller shall return the Repaired Product or the Replacement Product no later than ten (10) business days after the Seller's receipt of a Defective Product or as soon as is reasonably possible.

4. Repair Service: Shipping Conditions and Costs

- 4.1 The Customer shall deliver all Defective Products for Repair Service to the Seller's Address, unless otherwise instructed by the Seller. The Customer shall assume all shipping costs and fees, including, without limitation, any freight, insurance, or customs charges related to the transport of the Defective Product from the Customer to the Seller.
- 4.2 The Seller shall ship the Repaired Product or Replacement Product to the Customer's Address. The Seller shall assume all costs and fees related to the transport of the Repaired Product or Replacement Product from the Seller to the Customer. Customer may request the Repaired Product or Replacement Product to be sent to an alternate address, in which case Customer shall assume all shipping costs and fees related to the transport of the Repaired Product or Replacement Product to the alternate address
- 4.3 If the Seller returns a Defective Product to the Customer in accordance with Section 3.4, the Customer shall assume all costs and fees related to the return of the Defective Product from the Seller to the Customer.
- 4.4 All risk of loss or damage for any Repaired Product or Replacement Product shall pass to Customer upon delivery by Seller to the freight carrier, Customer, or Customer's agent for delivery, whichever occurs first.
- 4.5 Each party shall be responsible for customs clearance in its country.

5. Advanced Replacement Service (Platinum and Gold Level Service Programs Only)

- 5.1 Hardware furnished under this Agreement is eligible for exchange replacement (as applicable); components replaced become the property of Z-BAND. Replacement Hardware under Platinum service will be shipped, at Seller's expense, on the first calendar day following Z-BAND's issuance of the RMA Approval to the Customer. For Gold Customer Replacement Hardware will be shipped, at Seller's expense, on the second calendar day following Z-BAND's issuance of the RMA Approval to the Customer. Only new or equivalent quality parts that are at the latest revision level compatible with Customer's installed Hardware shall be shipped as replacements. This provision for exchange does not alleviate Customer's responsibility to stock on-site spares, or configure Hardware for redundancy, for critical applications.
- 5.2 The Customer may request Advanced Replacement Service for a product that the Customer believes is defective by (a) submitting an "RMA Request" via the Seller's Helpdesk or (b) by calling the Seller's customer support phone line. Provided that the Seller receives the RMA Request during the Advanced Replacement Service Period or the Extended Advanced Replacement Service Period (hereinafter defined), the Seller shall promptly issue an RMA Approval to the Customer upon receipt of the RMA Request.
- 5.3 The Customer shall ship the Defective Product to the Seller within forty-five (45) days of the Seller's issuance of the RMA Approval with a printout of the RMA Approval from the Helpdesk. If Customer fails to return the Defective Product within forty-five (45) days from day of receiving the Replacement Product, Seller shall issue an invoice to the Customer for the full price of the Replacement Product and any amounts due for the replacement. Customer shall pay such invoice to Seller within thirty (30) days of receiving the invoice.

- 5.4 Upon receipt of the Defective Product, the Seller shall examine the Defective Product to confirm that it is eligible for Advanced Replacement Service. If the Seller reasonably determines that Section 2 excludes the Defective Product from the Advanced Replacement Service, the Seller shall return the Defective Product to the Customer and issue an invoice to the Customer for the full price of the Replacement Product and any amounts due for the replacement. Customer shall pay such invoice to Seller within thirty (30) days of receiving the invoice.

6. Shipping Conditions and Costs for Advanced Replacement Service

- 6.1 The Seller shall ship the Repaired Product or Replacement Product to the Customer's Address, in the country the Defective Product originally shipped to. The Seller shall assume all costs and fees related to the transport of the Repaired Product or Replacement Product from the Seller to the Customer. Customer may request the Repaired Product or Replacement Product to be sent to an alternate address, in which case Customer shall assume all shipping costs and fees related to the transport of the Repaired Product or Replacement Product to the alternate address.
- 6.2 The Customer shall return the Defective Product replaced by through the Advanced Replacement Service to the Seller's Address, unless otherwise instructed by the Seller. The Customer shall assume all shipping costs and fees, including, without limitation, any freight, insurance, or customs charges related to the return of the Defective Product from the Customer to the Seller.
- 6.3 If the Seller returns a Defective Product to the Customer in accordance with Section 5.4, the Seller shall assume all costs and fees related to the return of the Defective Product from the Seller to the Customer.
- 6.4 All risk of loss or damage for any Repaired Product or Replacement Product shall pass to Customer upon delivery by Seller to the freight carrier, Customer, or Customer's agent for delivery, whichever occurs first.
- 6.5 Each party shall be responsible for custom clearance in its country.

7. Services for Repaired Products or Replacement Products

- 7.1 The Seller shall provide the following services for Repaired Products and Replacement Products delivered to the Customer in accordance with the Repair Service or the Advanced Replacement Service:
- (a) Advanced Replacement Service shall be provided until the end of the Advanced Replacement Service Period or any Extended Advanced Replacement Service Period of the Defective Product.
 - (b) Repair Service shall be provided until the later of (a) ninety (90) days following the shipment of the Repaired Product or Replacement Product to the Customer and (b) the end of the Repair Service Period of the Defective Product.

8. Disclaimers

Except for this Repair and Advance Replacement Services Rider and the Limited Warranty accompanying the purchase of the Product, the Seller makes and Customer receives no warranties on the Product, whether express, implied, statutory or in any other provision of this Agreement or communication with Customer, including, without limitation, any implied warranty of merchantability or of fitness to any particular purpose and Seller specifically disclaims any implied warranty or condition of merchantability or fitness for a particular purpose. To the extent allowable by law, in no event shall Seller be liable to Customer or any third party for any damages, including loss of profits, or incidental, or consequential damages, arising out of the use or inability to use the Products. Seller reserves the right to change or alter, at any time and without notice, the terms and/or conditions and/or price of any service program. Service Program Start Date and Service Program End Date shall determine the service program terms in effect.