

# ExtremeWorks<sup>®</sup> Return and Replace Service

**Service:** ExtremeWorks Return and Replace Service

**Version:** 1.2

**Date:** July 2018

**Availability:** Global

**Order Code:** 97001

## 1.0 Service Overview

Extreme Networks Return and Replace Service offering provides technical support, update and/or upgrade support, and return-to-factory parts replacement for Covered Products (as defined herein). Upon diagnosis of a reported failure, the service offering covers the replacement part within the response time specified, subject to the conditions defined herein.

Extreme service offerings further grant Customers telephone and web access to Extreme Networks Global Technical Assistance Center (“GTAC”) 24 hours a day, 365 days a year (24x7) to report problems, ask product-related questions and receive assistance for Extreme Networks hardware and Operational Software.

## 2.0 Service Levels

ExtremeWorks Return and Replace Service is available with the following response times:

Service Order Code	Service Levels	Response Time*
97001	ExtremeWorks Parts Return and Replace	10 business day from receipt

\*Diagnosis and troubleshooting required to identify the faulty Field Replaceable Unit (“FRU”) to be replaced must be completed prior to requesting the replacement FRU. The response time interval starts after receipt of defective unit by Extreme Networks.

## 3.0 Availability

ExtremeWorks Return and Replace Service, contracted for a defined period, are available globally from key business locations, subject to the conditions herein. Please refer to Appendix A for additional information on availability and restrictions by geography.

## 4.0 Deliverables

ExtremeWorks Return and Replace Service offering includes the following:

- **GTAC Technical Support** –24x7 telephone support that provides technical assistance with diagnosis of defect or failures in the Extreme Networks hardware and Operational Software to conform to published documentation on Covered Products.
- **Escalation Management** – The GTAC is the escalation point for the customer for raising unsatisfactory conditions or immediate concerns associated with the service quality on Covered Products. Please see Appendix B for additional detail.
- **Return and Replace Service** – provides customers the opportunity to return their defective part to Extreme Networks. A request for a replacement FRU is validated by GTAC and a Return Material Authorization (RMA) number is assigned. Within ten (10) business days of receipt of such defective product, Extreme Networks will ship a like or equivalent part back to the customer.
- **Operational Software Updates and Upgrades** – Customer is entitled to receive any Operational Software or Operational Software upgrades that Extreme Networks may develop and generally release on Covered Products. Operational Software is defined as embedded software that is required to operate an Extreme Networks network device and is offered for sale as an inclusive component of such hardware network device product as described in Extreme Networks’ published price list applicable to such hardware product (“Covered Product”).

Operational Software updates and upgrades may be obtained through Extreme Networks' Website after establishing a web account and are only available for Covered Product that is registered and subject to Extreme's standard published product documentation and support/maintenance entitlements. Use of Operational Software updates and upgrades shall be subject to the ExtremeWorks Support Program Terms and Conditions, in addition to your applicable product license agreement and purchasing terms and conditions.

NOTE: Support for Application Software products, including subscription to include entitlement to major and minor releases of the Application Software products, if available, are not included with the ExtremeWorks Return and Replace Service. Subscription and support for Application ExtremeWorks Return and Replace Service - SDD 2 Software must be ordered separately via ExtremeWorks Software Subscription services offerings as further published for availability in accordance with Extreme Networks' then-current Price List (currently categorized as order code 97003).

## 5.0 Extreme Networks Responsibilities

Extreme Networks is responsible for:

- Assisting with fault diagnosis required to identify the FRU to be replaced and to occur prior to assignment of the RMA number.
- Assigning an RMA number to each FRU to be replaced and notifying the customer of the relevant RMA numbers.
- Extreme Networks will measure and categorize the case priority level of software problems reported by the customer based on the impact on the network and in accordance with the classification definitions contained in Appendix B. If it is not clear which priority level applies, then the priority level assigned by the customer will be used. However, if a problem clearly belongs in a given priority level, then that level will be used. Case severity and level assignment will be determined in Extreme's sole discretion.
- If Extreme Networks diagnoses that a reported problem is due to non-conformance to published specifications of a supported Operational Software version, then Extreme Networks will provide any Operational Software fix for the reported non-conformance available at the time the problem is reported, provided that customer is running on a version of Operational Software that is currently supported, as identified in the Extreme Networks Product End of Life Policy.

- Shipping a repaired or replacement FRU (feature, function and fit compatible) within 10 business days of receipt of the defective FRU at an Extreme Networks facility if the purchased service is Return and Replace. Return shipment of repaired or replaced FRU to the customer's designated location will be included with this SDD.

## 6.0 Customer Responsibilities

The Customer is responsible for:

- Advising Extreme Networks, in writing, of any change of location for Covered Products to ensure proper dispatch and delivery.
- Ensuring that all covered hardware is operational and up to the currently supported revision level before this service plan goes into effect. Failure to do so will exclude that hardware from coverage.
- Ensuring that the products are used and maintained in accordance with the applicable product documentation.
- Providing, at Customer's expense, reasonable access to the Product through the Internet or via modem to establish a data communication link between Customer and the Extreme Networks GTAC engineer. In addition, customer must provide systems' passwords so that problems may be diagnosed and, where possible, corrected remotely.
- Requesting technical assistance from Extreme Networks in diagnosing a fault prior to requesting parts replacement.
- Using all reasonable efforts to maintain Operational Software products major releases installed at sites at the most current release level.
- Using the versions of Operational Software currently supported by Extreme Networks. If the Operational Software is a version other than that which is currently supported, as identified in the Extreme Networks Product End of Life and Support Plan End of Life Policy, the customer is required to purchase the required versions of the product to obtain support. Support for Application Software must be purchased separately under Software Subscription as defined in Extreme's then-current Price List, if available.

## 7.0 Assumptions

The following assumptions govern the delivery of ExtremeWorks Return and Replace service:

- Acknowledging that the customer's right to use the Operational Software releases is subject to the software licensing terms of the applicable purchasing/licensing agreement under which the customer purchased/licensed its products from Extreme Networks, and any associated terms and conditions contained therein.
- Extreme Networks will make commercially reasonable efforts to ship, at its expense, a replaceable hardware FRU to arrive at the customer's designated location within the specified time frame and based on the parameters indicated in Appendix A. In certain geographies, the customer may be responsible for the cost of importing replacement product, including customs and duty fees. Please consult with Extreme Networks or your authorized Extreme Networks Services Partner to learn whether your location is included.
- For the purpose of providing support services, Extreme Networks will have the right at any time to audit a contracted site through software, remote polling or other reasonable means to verify the site's in-service inventory against the contracted equipment, to conform to the customer's network size and/or to verify the software eligibility status, except as otherwise may be prohibited by applicable law.
- If the customer's Operational Software is a version that is not currently supported, and the non-conformance is corrected in a supported version, then the customer will be advised to upgrade to obtain assistance. Extreme Networks will not incorporate software fixes or corrections into versions of Operational Software other than those currently supported in accordance with Extreme Networks' Product End of Life and Support Plan End of Life Policy. Extreme Networks does not represent or warrant that all nonconformance of the Operational Software can be corrected.
- Parts Repair and FRU delivery is subject to the hours of coverage and response times as identified in Appendix A.
- Operational Software products major releases and upgrades are provided for distribution only to the customer for use on or with the Extreme Networks-supplied products on which they operate, in accordance with the Extreme Networks published specifications.

- Operational Software upgrades may be obtained through Extreme Networks' Web site after establishing a web account and are only available for the Covered Product that is registered. Use of Operational Software upgrades shall be subject to the terms and conditions of said software.
- Customer will maintain and backup all configuration data.
- The [terms and conditions](#) of Extreme's performance of support and services are as posted [here](#). In the event of any conflict between the language in this Service Description Document and Extreme Networks published terms and conditions, Extreme Networks published terms and conditions shall govern.
- Unless required for operational reasons and elsewhere agreed between the customer and Extreme Networks, the replacement FRU will be at the then-current minimum hardware, software and software release levels as published by Extreme Networks.
- When the hardware or software is part of the same system, it must carry consistent service level coverage. This includes the chassis, modules, circuit packs, software and all other supportable components within the system configuration.

## 8.0 Exclusions

The following are completely out of the scope of ExtremeWorks Return and Replace Service entitlements and are not included herein. Professional Services offerings may be available for purchase and Extreme reserves the right to change for any costs incurred with performance of services affected by any of the following factors below.

- Extreme Networks is not required to provide any services for problems arising out of: (i) Company's failure to implement all Updates issued under the Services; (ii) alterations of or additions to the Products performed by parties other than Extreme; (iii) accident, natural disasters, terrorism, negligence, or misuse of the Products (such as, without limitation, fire, flood, water, wind, lightening or other acts of God, operation outside of environmental specifications or in a manner for which the Products were not designed); (iv) interconnection of the Products with other products not supplied by Extreme, or (v) certain components, including but not limited to the following: spare fan trays, blank panels, cables, cable kits, rack mount kits, brackets, antennas and consumable items.

- Extreme Networks shall only be obligated to support the then-current revision of the Products and the immediately prior revision. Support for any earlier versions or for other problems not covered under the Services may be obtained at then-current rates for special technical services and on Extreme Networks then-current terms and conditions for such services, subject to acceptance by Extreme Networks.
- Extreme Networks will have no liability or obligations for failure of the products to conform to published specifications resulting from the combination of the products with any third-party hardware or software not authorized in Extreme Networks published documentation or when caused by customer's inability to use the products if the products are operating substantially in accordance with published specifications.
- Service availability is subject to geographical limitations, as advised by Extreme Networks upon request. Extreme Networks will have no obligation to meet the response times outlined in the Appendix A if the customer's site is outside of the geographical zone of service availability. If the customer purchases this service for locations outside Extreme Networks advised geographical limitations, Extreme Networks will be required only to use commercially reasonable efforts to replace FRUs as soon as practical after receipt of a defective product from the customer.
- Services such as upgrades to hardware are excluded from the scope of this SDD and should be ordered separately.
- Labor charges for reinstalling the customer's system Operational Software (operational or application) or enduser configuration software, other than what is provided in the customer's backup copy, are not included within the scope of this service. This is a separately charged and scheduled activity. This service does not include support and maintenance of any third party software or hardware not provided by Extreme Networks.
- This service offering and any subsequent service renewals are subject to the terms and conditions of Extreme Networks Product End of Life and Support Plan End of Life policies.
- New releases and upgrades for Application Software, or software releases, updates or upgrades otherwise out-of-scope as defined herein.
- Unless elsewhere agreed in writing between the customer and Extreme Networks in a separate contract, this service does not include root-cause analysis, the provision of fault reports or lead-time/performance metrics.

## Appendix A

### Return and Replace Deliverables

Extreme Networks will make commercially reasonable efforts, at its expense (excluding any and all duties, taxes or government imposed fees if applicable) to see that the replacement hardware FRU arrives at the customer's designated location within the specified time period based upon the system's Response Service Level following completion of diagnostics and the assignment of an RMA Number. Extreme Networks will have no obligation to meet the response times outlined in the appropriate ExtremeWorks Service Description if the customer's site is outside the geographical zone of service availability. Extreme Networks is not responsible for any delays related to import/export or customs regulations or processes, or uncontrollable transportation issues including inability of the customer to allow the actual delivery. A current list of Extreme authorized servicing depots that correspond to the defined ExtremeWorks services offerings, including expected delivery response, defined herein is available on Extreme Networks website.

For Products covered with Return and Replace level of service, the customer pays for the return freight of the product to Extreme Networks, including any applicable taxes, duties and custom fees. Extreme Networks pays the freight of the unit shipped to the customer, excluding any applicable taxes, duties and custom fees.

## Appendix B

### Case Severity and Escalation Guidelines

Extreme Networks will measure and categorize the case priority level of hardware/software problems reported by the customer based on the impact on the network and in accordance with the classification in the table below. If it is not clear which case priority level applies, then the

case priority level assigned by the customer will initially be used. However, if a problem clearly belongs in a given case priority level as defined below, then that level will be used. Notwithstanding the foregoing, case severity and level assignment will be determined in Extreme's sole discretion.

### Service Level Objectives Matrix

Case Priority	Response Time	Restore Time (Software Fix or Workaround)	Update Frequency
C1: Customer's network segment or management application is down or experiencing a consistent, measurable performance impact with no immediate resolution available	15 Minutes	4 Hours	Up to 4 hours
C2: Customer's network is experiencing intermittent failure or degradation of network or management application.	1 Hour	1 Day	Daily
C3: Customer has issues that do not affect normal network or management application operation and/or questions concerning product function or use.	8 Hours	10 Days	5 Days
C4: Submission of a product enhancement /new feature request	Immediate Acknowledgement	N/A	N/A

If you do not believe that your support issue is being addressed to meet your business needs you may escalate your request by asking for the GTAC manager on duty.

Additional information on GTAC processes and procedures can be found at the Services tab from the Extreme Networks home page.

### Support Life Cycle Communication Matrix

Notification Levels	C1 - Critical	C2 - High Priority	C3 - Medium Priority
Support Engineer	Immediate	Immediate	Immediate
GTAC Manager	Immediate	Immediate	10 Days
Director, Global Technical Services	Immediate	48 Hours	10 Days
Vice President, Global Technical Services	2 Hours	72 Hours	20 Days
Executive Management (CTO/EVP Eng)	4 Hours	None	None



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