



# Support Services Premium Support with Advance Replacement Agreement (SVC-1020)

**Name**

**Contract Number:**  
**PO Number:**  
**Account:**  
**Start Date:**  
**Expiration Date:**

**Thank you for purchasing Spirent Communications' Premium Support with Advance Replacement. The specific hardware and software listed in Appendix A shall be entitled to the following support for the term of the agreement:**

- **Advance Replacement of any hardware failure** to minimize down-time and inconveniences of obtaining a Purchase Order in the event hardware repairs are required. All repair fees are included under this Agreement. This Agreement does not apply to failures caused by neglect, accident, misuse, improper installation, improper repair, fire, flood, lightning, power surges, earthquake, or alteration. Advance replacements may be new or like new condition. Hardware is to be returned to Spirent's factory referencing a return authorization number (RMA #), freight prepaid by the Customer. Spirent will ship advance replacement products, freight prepaid, to Customer.
- **Escalation of service requests** by our technical support engineers.
- **Telephone support** from technical support engineers during regular local business hours.
- **Software and Firmware updates** for the software listed in Appendix A to ensure your system remains current with evolving industry standards (excludes discontinued and obsolete products).
- **Access To Computer Based Training Materials** to help you get the most from using your Spirent products
- **Access to our software download center** on our exclusive online Customer Service Center at <http://support.spirentcom.com> to take advantage of Spirent's continual product improvements.
- **Automatic email notification** of major software releases so you can quickly take advantage of the software fixes and enhancements implemented in the release for increased productivity.
- **Access to latest product documentation** to help you effectively utilize your investment.

**Contact our Customer Service team, or your local distributor, for any support related to this service agreement.** Your serial number is required on all service requests. It is strongly recommended that all individuals associated with this service agreement go to our support website at <http://support.spirentcom.com> and obtain a Customer Service Center (CSC) user account. Further information on the terms and deliverables of this agreement can be found on the

<b>Americas</b> 27349 Agoura Road Calabasas CA, 91301	<b>India</b>	<b>Europe - Middle East - Africa</b> Spirent Communications	<b>Asia Pacific</b> Room 1302, Shining Tower, No.35
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<p>1-800-SPIRENT  (1-800-774-7368)  1-818-676-2616  Support Hours: 8:30AM  ET - 6:00PM PT  Email:  <a href="mailto:support@spirent.com">support@spirent.com</a></p>	<p>Spirent Communications (India) Pvt. Ltd  9th Floor, Umiya Business Bay, Tower-1 Cessna  Business Park, Kadubeesanahalli  Marath halli – Sarjapur Outer Ring Road  Bangalore - India 560 037  1 800 419 2111 Direct +91 80 67023400  Support Hours: 9:00AM - 6:00PM GMT + 5:30  Email: <a href="mailto:support@spirent.com">support@spirent.com</a></p>	<p>Gaia, 9 Parc Ariane,  Boulevard des Chênes,  78280 Guyancourt,  France  +33 1 6137 2270  0800-111-4363 (UK only)  Support Hours: 9:00AM -  6:00PM GMT +1  Email:  <a href="mailto:support@spirent.com">support@spirent.com</a></p>	<p>Xueyuan Road,Haidian  District  Beijing,100191,China  +400-810-9529  (Mainland)  +86-400-810-9529 (Rest  of APAC)  Support Hours: 9:00AM -  6:00PM GMT +8  Email:  <a href="mailto:support@spirent.com">support@spirent.com</a></p>
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CSC website.

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\* Response time is defined as the time when a customer has been informed or attempts have been made to inform the customer that the issue has a specific owner assigned to be responsible to drive the SR to resolution.

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# Support Services Premium Support with Advance Replacement Agreement

Contract Number:

**Contact our Customer Service team, or your local distributor,** for any support related to this service agreement. Your serial number is required on all service requests. It is strongly recommended that all individuals associated with this service agreement go to our support website at <http://support.spirentcom.com> and obtain a Customer Service Center (CSC) user account. Further information on the terms and deliverables of this agreement can be found on the CSC website.

**Terms of service response time with Premium Support are as follows:** Additional response times to issue submissions are targeted to be within the following guidelines based on regional Support center hours of operation in which each product is supported.

Issue Severity	Description	Response Time
Critical	System is inoperable or not usable as a result of hardware or software malfunction. No known workaround available. Follow up communications are once per day until a resolution plan is established	4 Hours
Urgent	System is providing limited functionality. The software or product is malfunctioning and/or has restricted functionality. No known workaround is available. Follow up communications are a minimum once every two days until a resolution plan is established	8 Hours
Normal	System is providing all functionalities but consistently or randomly generates wrong results. Problem is being worked to resolution via the application or configuration details, or a workaround is available. Follow up communications are a minimum once every 3 business days until a resolution plan is established	12 Hours



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**Additional terms of Premium Support with Advance Replacement are as follows:**

1. A customer requiring support in connection with the equipment covered by this agreement should contact Spirent Technical Support. Once Technical Support has determined that the hardware is faulty, a new or refurbished replacement unit will be processed to ship within a forty-eight (48) hour time period. Time of delivery is contingent upon factors such as customs requirements which vary globally.
2. Our customer service representative will also issue an RMA # with instructions for return of the defective product. Customer agrees that the defective product will be returned to Spirent within thirty (30) days from receipt of the advance replacement unit.
3. Should a defective Product not be returned within thirty (30) days of the shipment of the Advance Replacement Product, Spirent will invoice Customer for defects not returned (DNR) prior to 30 days from shipment of the Advance Replacement. Charges for defects not returned will be based on Spirent's list price of the Advance Replacement Product.
4. All repair charges are covered under this agreement.
5. The standard terms of Spirent's hardware and software warranty are applicable to this service agreement unless where specifically stated otherwise in this agreement.
6. This agreement is non-transferable and services will only be provided to employees and/or agent of the account listed on this certificate.
7. Software and firmware updates are restricted to only the ones listed in Appendix A and only for the chassis or modules in which it is licensed per our software license agreement.
8. Applicable taxes or duties are not covered under this agreement and are the responsibility of the customer
9. Spirent shall be under no obligation to release a specific version or any number of versions of the software covered under the Support Services Plans. Customer shall be under no obligation to utilize the newest version and may

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continue to utilize prior versions.

10. In cases where Customer does not upgrade to the latest or prior release, Spirent will not recreate or consider any bug fixes optional features or enhancements.

11. This agreement does not cover hardware products which have been designated as "obsolete" as defined by Spirent's Advanced Lifecycle Management policy which can be found on Spirent's website.

12. This agreement may be renewed prior to the expiration date of the current term. 8. Applicable taxes or duties are not covered under this agreement and are the responsibility of the customer.

13. Defective Products and Software under a service agreement shall be, at Spirent's discretion, repaired, replaced, or updated with current software based on the service agreement terms and conditions. Provided that: (a) Such hardware product is returned to Spirent after first obtaining a return authorization number and shipping instructions, freight prepaid, to Spirent's location in the United States; (b) Customer provides a written explanation of the Hardware defect or Software failure claimed by Customer; and (c) The claimed failure can be validated by Spirent and was not caused by neglect, accident, misuse, improper installation, improper repair, fire, flood, lightning, power surges, earthquake, or alteration.

14. Repair Return - It is the customer's responsibility to pre-pay shipping to Spirent. Additionally, the customer is responsible to ensure the equipment is packed in containers which meet the same specification as when they were shipped from Spirent. When contacting Spirent for such returns, shipping container standards will be provided upon request. Any damage caused in shipping due to improper packing is not covered by Spirent warranty or any service agreement. Damages due to shipping will be immediately brought to the customer's attention and a quote for repair provided upon request.

Spirent reserves the right to deny service delivery, or charge Customer for repair at Spirent's then-current prevailing rates, should any of the above conditions caused the failure.

Note: Spirent is returning your copy of the service agreement in electronic format. We retain all original agreements in our corporate office. Upon request, Spirent will send an original copy of the agreement. Please be sure to designate a specific addressee in your request.

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**Support Services  
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Contract Number:

**Appendix A  
Products Covered under this Support Services Program**

Part Number	Product Name	Chassis ID or S/N	Host ID
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