

Hardware Support Terms and Conditions

InfoVista and Client agree that the following terms and conditions shall govern the Hardware Support Services provided by InfoVista to Client with regard to the Hardware. Client is required to purchase one (1) year of Support Services with its initial license purchase. Hardware Support Services are only available for clients with a valid support contract. Software installed on and bundled with the Hardware shall be support in accordance with InfoVista Software Support Terms.

1. Definitions

“**Terms and Conditions**” shall mean this terms and conditions including the Annexes, being the terms and conditions for the supply of Hardware Support Services

“**Day**” shall mean business day of the country in which the Support Service Center is located

“**Delivery**” shall mean the delivery as per the Incoterms 2000 FOB shipping point

“**Client**” shall mean the company, corporation or other entity that purchased the Hardware Support Services

“**Hardware**” shall mean the computer hardware supplied by InfoVista or any of its authorized partners

“**Appliances**” shall mean computer hardware bundled with installed InfoVista software

“**Accessories**”: Hardware other than Appliances

“**Hardware Support Services**” shall mean the support services described in the Terms and Conditions and are comprised of Standard Hardware Support Services and, if elected, Premium Hardware Support Services.

“**InfoVista**” shall mean InfoVista SA or any of its affiliates

“**Non-Covered Hardware**” shall mean Hardware that is not currently covered by these under the Terms and Conditions, is no longer under warranty or is no longer supported “**Return Material Authorization**” or “**RMA**” shall mean InfoVista formal approval to return Hardware

“**Return Material Authorization Form**” or “**RMA Form**” shall mean the document that shall be filled out by Client prior any return shipment in the form of the template attached in Annex 1

“**Return Material Authorization Number**” or “**RMA Number**” shall mean the tracking number provided by InfoVista to Client for the return of Hardware to an InfoVista Support Service Center. RMA number will be used as a reference between Client and InfoVista for any repair or replacement operation.

“**Support Service Center**” shall mean an InfoVista support service center located as indicated in Annex 2

2. Hardware Warranty

During twelve (12) months form the Delivery of the Hardware, InfoVista warrants that the Hardware is free from defects in material and workmanship under normal use. Client remedies under this section shall be limited, at InfoVista’s sole option, to (a) repair or (b) replacement of the defective Hardware without charge to Client.



Replacement Hardware may be new or refurbished but replacement Hardware will be at least equivalent in functionality as the original Hardware and will be warranted for the remainder of the original warranty.

During the warranty period, Client shall respect the Return Material Authorization Procedure defined below.

3. Scope of the Hardware Support Services

Upon payment of the related annual Appliance Support Services fees, InfoVista will provide to Client Standard Hardware Support Services and Software Support Services in accordance with InfoVista Software Support Terms. The Client has the option to subscribe for Premium Hardware Support Service as set forth below.

Client may also subscribe for Standard Hardware Support Services for Accessories (Premium Hardware Support Services are not available for Accessories). Should Client not subscribe and pay for such Services, Accessories shall only be covered by the manufacturer warranty (Client shall contact directly the manufacturer).

3.1. Standard Hardware Support Service

Standard Support Service entitles Client to receive a repaired Hardware product after receipt by InfoVista of the defective Hardware.

Upon receipt of the RMA Number, Client will ship the defective Hardware to the Support Service Center located in its geographical area.

Within ten (10) Days from receipt of the defective Hardware at the Support Service Center, InfoVista will use commercially reasonable efforts to repair and ship back the Hardware to Client. InfoVista may dispatch replacement Hardware with the same or equivalent functionality.

3.2. Premium Hardware Support Service*

Premium Support Service entitles Client to receive replacement hardware product before the defective Hardware is received at the Support Service Center.

InfoVista will use commercially reasonable efforts to ship the replacement Hardware to Client site within two (2) Days from the issuance of a RMA Number by InfoVista.

Within ten (10) Days from the receipt of the replacement Hardware, Client shall pack the defective Hardware (in accordance with as described in Article 5.3.1) and make it available for pick-up by InfoVista's carrier. In the event that the defective Hardware is not properly packed and available for pick in due time, InfoVista reserves the right to charge Client for the price of the replacement Hardware at InfoVista's then current list price.

*This service may not be available in some countries.

3.3 Exclusions

Hardware Support Services does not include installation or configuration assistance or data uploading on the Hardware.

InfoVista shall have no obligation to provide support services for Hardware over five (5) years old. In such event, the parties shall endeavor to cooperate on commercial terms for the replacement of such Hardware.

Hardware Support Services shall not be available for Hardware determined to be altered, or damaged by accident, misuse, or unauthorized modification, repair or installation.

Delays to repair or replace the Hardware do not include costs for shipment. Any additional transit time due to international customs clearance is not attributable to InfoVista or its responsibility and InfoVista shall not be liable for any damages due to such delays.

4. Dead on Arrival Service (“DOA”)

For up to thirty (30) days from Delivery, InfoVista will provide expedited replacement of Hardware that fail to operate within forty eight (48) hours of initial installation. For the purpose of DOA Service, "fail to operate" shall mean a material failure to substantially perform in accordance with the Hardware's technical specifications and shall not include deficiencies that do not materially affect Hardware performance.

Within two (2) Days from the issuance of a RMA Number, InfoVista will use commercially reasonable efforts to ship a replacement Hardware to Client.

Client shall return the defective Hardware to InfoVista Support Service Center within thirty (30) Days of issuance of the RMA. InfoVista reserves the right to invoice Client for the price of the Hardware at InfoVista's then current price list if Client delays in its obligation to return such Hardware.

5. Hardware Return Procedure

This Hardware Return Procedure shall apply in all respects to the Hardware Support Services, Dead on Arrival Service and to the Warranty. Failure by Client to respect the Hardware Return Procedure will relieve InfoVista of its obligations in this Agreement.

5.1 Return Material Authorization

Should the Hardware be classified by InfoVista Support Service engineer as defective, Client will receive a RMA Number for its reference. Client is responsible for contacting its Support Service Center to obtain a RMA Number before returning any Hardware to InfoVista.

Client may place a RMA Number request to its Support Services Center by email or by phone. Client shall communicate its Hardware Support contract number together with any information that may be reasonably requested by InfoVista.

All defective Hardware returned to InfoVista must reference a RMA Number.

5.2 Troubleshooting

InfoVista reserves the right to perform a troubleshooting procedure remotely before issuing a RMA Number. Client shall give to InfoVista all reasonable information requested to allow InfoVista to conduct such procedure. If the troubleshooting confirms that the Hardware is defective, InfoVista will communicate a RMA Number to Client.

5.3 Return Shipment

5.3.1 Packaging

Original packaging under Standard Hardware Support Services and packaging provided by InfoVista under Premium Hardware Support Services shall be used to minimize the risk of damage to the Hardware during shipment. Client shall ensure that parts are placed in waterproofed ESD bags. Client shall pad corners of the chassis and any boards, components and any other fragile parts of the Hardware with foam or paper.

If Hardware is damaged during return shipment due to improper packaging, InfoVista may charge Client for the price of the Hardware at InfoVista's then current list price.

The RMA Form duly completed by Client shall accompany the return of the defective Hardware and the RMA Number shall prominently be displayed on the shipping container.

InfoVista reserves the right to reject and return to Client, at Client's cost, any Hardware for which no RMA Form and/or RMA Number appears on the shipping container.

5.3.2 Shipment

Client shall send the defective Hardware to the Support Service Center located in its geographical area as indicated in Annex 2. InfoVista shall ship the Hardware to Client site as indicated in the RMA Form

All Hardware shall be sent via traceable means.

5.3.3 Shipment Charges

Under Standard Support Services and under the Hardware Warranty, Client is responsible for the payment of all charges related to shipment to its InfoVista Support Service Center to the address indicated in Appendix 2. InfoVista will pay for the shipment of the replacement Hardware to Client.

Under Premium Support Service, InfoVista shall bear all costs related to shipment.

6. Non-Covered Hardware

For Non-Covered Hardware, InfoVista may provide a quote to Client for the repair or replacement of the Hardware.

7. Parties Responsibilities

7.1 Client's responsibilities:

Client shall:

- maintain accurate and up to date records of the number, location and serial numbers of all Hardware supplied to Client under a license contract or InfoVista global license terms.
- cooperate with InfoVista support engineers in the diagnosis of any defect in the Hardware reported by Client through the RMA Procedure.

- make available to InfoVista all reasonable information and access required by InfoVista in order to perform the Hardware Support Service.
- install Hardware as per documentation
- make weekly back up of the configuration and Data
- re-install its configuration on the replacement Hardware

7.2 InfoVista's Responsibilities:

InfoVista shall:

- Use its reasonable commercial efforts to ensure that the Hardware Support Service will be performed with reasonable skill and care, using appropriately trained and qualified personnel.

Annex 1 Return Material Authorization Form



Return Material Autorization

Customer Information

Customer: _____
 Contact: _____
 Address: _____

 Zip Code: _____
 City: _____
 Country: _____
 Phone: _____
 Email : _____

Delivery Address

Société : **INFOVISTA**
 A l'attention de : See Annex2
 Adresse : See Annex2

 Code Postal : See Annex 2
 Ville : See Annex 2
 Téléphone : See Annex 2
 Fax : _____

Filled in by Infovista

Creation date: _____
 RMA Number: _____

***Form to be sticked
outside the box***

Problem description (Fields filled in by Infovista)

Item	Réf.	Désignation	Qty

Comments: _____

Annex 2 InfoVista Support Service Centers

EMEA

For Network performance Management Products this Center covers Europe, Middle East and Africa.

Location	France, Les Ulis
Online services	www.infovista.com
Support Number	+ 33 1 64 86 79 11
Main Number	+ 33 1 64 86 79 00
Support Fax Number	+ 33 1 64 86 79 79
Email address	support@infovista.com
Support Hours (*)	8:00 am to 7:00pm Central European Time, Monday to Friday except public Holidays
Postal Address	InfoVista S.A. 6, rue de la Terre de Feu 91952 Courtaboeuf, France

For Application Performance Management products (5View Products)

Support number: + 33 2.47.74.74.14,

Email address: support.5view@infovista.com

AMERICAS

For Network performance Management Products this Center covers North America, Central America, South America and The Caribbean.

Location	Unites States, Herndon
Online services	www.infovista.com
Support Number	1 703-435-5571
Main Number	1 703-435-2435
Support Fax Number	1 703-435-5122
Email address	support@infovista.com
Support Hours (*)	9:00 am to 8:00 pm Eastern Standard Time, Monday to Friday except public holidays
Postal Address	InfoVista Corporation 12950 Worldgate Drive, Suite 250 Herndon, VA 20170 ,USA

For Application Performance Management products (5View Products)

Support number: + 33 2.47.74.74.14,

Email address: support.5view@infovista.com

ASIA

For Network performance Management Products this center covers Asia and Pacific regions (*).

Location	Singapore
Online services	www.infovista.com
Support Number	+ 65 6243 3763
Main Number	+ 65 6449 7641
Support Fax Number	+ 65 6449 3054
Email address	support@infovista.com
Support Hours (*)	09:00 am to 6:00pm (Singapore Time), Monday to Friday, except public Holidays
Postal Address	750C Chai Chee Road, Unit#03-16/17, Technopark, Singapore 469003

(*) Client may be required to contact the Australian Support Center

For Application Performance Management products (5View Products)

Support number: + 33 2.47.74.74.14,

Email address: support.5view@infovista.com

Annex 3 Responsibilities of the Parties

1. Standard Support Services

Step	Task Description	Owner
1	Troubleshoot Hardware failure	InfoVista
2	Confirm Hardware failure	InfoVista
3	RMA Form send to Client	InfoVista
4	Ship Hardware to InfoVista Support Center	Client
5	Repair or replace the Hardware	InfoVista
6	Ship working Hardware to Client site	InfoVista

2. Premium Support Services

Step	Task Description	Owner
1	Troubleshoot Hardware failure	InfoVista
2	Confirm Hardware failure	InfoVista
3	RMA attribute to customer	InfoVista
4	Ship replacement appliance to Customer	InfoVista
5	Ship damaged appliance to InfoVista Support Center	Client