

Limited Warranty

Compunetix, Incorporated warrants to the purchaser its product is free from manufacturing defects in material and/or workmanship for a period of one year from date of original purchase, or from date of installation cutover if cutover occurs within ninety days of delivery to purchaser, when used in compliance with directions as outlined in the Manufacturers instructions, which will constitute reasonable and necessary care.

To be covered under this warranty, repairs must be made by returning the units(s) postage prepaid to Compunetix, Incorporated at the address shown above or to the address of any authorized service center. In the event of failure covered under this warranty, the repaired or replaced unit will be returned by Compunetix, Incorporated without charge. Compunetix, Incorporated reserves the right of final decision to repair or exchange with a like unit. This warranty does not cover field service.

Contact Compunetix, Incorporated or its authorized agent for instructions prior to returning any material for repair or replacement. Compunetix, Incorporated recommends that all returns be insured against shipping damage or loss.

COMPUNETIX, INCORPORATED MAKES NO WARRANTY, EXPRESS OR IMPLIED, AS TO ANY MATTER WHATSOEVER RELATING TO THE PRODUCT, INCLUDING THE CONDITION OF THE PRODUCT, ITS MERCHANTABILITY OR ITS FITNESS FOR ANY PARTICULAR PURPOSE except to the extent that a warranty is otherwise identified above.

Compunetix, Incorporated liability being expressly limited to the replacement or credit for the value of the defective material. No responsibility is assumed for incidental or consequential damages nor damage due to misuse or the use of any unauthorized attachment, nor assumption of responsibility for damage by use of an unspecified electrical circuit. Some states do not allow the exclusion or limitation of incidental or consequential damages, so the above exclusion may not apply.

Warranty is void:

1. If the product is subjected to service or installation by anyone other than Compunetix, Incorporated, or authorized personnel.
2. If unauthorized modifications are made to the equipment or software.

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Post Warranty Maintenance Services

This document outlines the Post Warranty Maintenance Services offered by Compunetix, Inc.

Standard Services

Services Provided

- Phone Support
- Hardware Repair and Return
- Advanced Replacement
- Remote Diagnostics
- Error Corrections
- On-Site Trouble-Shooting and Diagnostics
- 24 by 7 Coverage
- Minor Enhancements

Description of Services

- **Phone Support**
Compunetix will provide telephone assistance to the Customer in the use, configuration, incident analysis, hardware replacement, installation of software, and routine maintenance of the Compunetix supplied equipment. Phone support will be during normal working hours. The customer will collect any computer files, logs, or records, requested by Compunetix engineers in performance of phone support or error correction and transmit the collected files, logs, or records to Compunetix engineers in a mutually agreeable format.
- **Hardware Repair and Return**
If an error is identified and is determined by Compunetix to be in the hardware of the system, Compunetix will either repair or replace the hardware using the return material authorization procedure. New parts or parts refurbished or repaired to perform as new for error correction of the system will be furnished on an exchange basis. An exchanged part becomes owned by Compunetix.

- **Advanced Replacement**
When requested by the customer, Compunetix will send replacement parts to the customer in advance of receiving defective parts. Compunetix will invoice the customer for the list purchase price of the material advanced to the Customer, which must be paid if defective material is not returned to Compunetix within ten (10) days.
- **Remote Diagnostics**
Compunetix will have the ability to remotely access the customer's equipment by modem. The customer is responsible for providing the telephone connection and service at the customer's premises and for arranging remote access at the mutual convenience of the customer and Compunetix.
- **Error Correction**
Compunetix shall be responsible for using all reasonable diligence in correcting verifiable and reproducible errors reported to Compunetix in accordance with Compunetix' standard error reporting procedures. Compunetix shall, upon verifying that such an error is present, initiate work within one business day in a diligent manner toward development of an error correction. Following completion of the error correction, Compunetix may provide the error correction through a "temporary fix" consisting of sufficient programming or operating instructions or hardware to implement the error correction, and Compunetix will include any error correction to the software in all subsequent releases of the licensed program, as applicable. Compunetix shall not be responsible for correcting errors in any version of the licensed program other than the most recent release of the licensed program.
- **On-site Diagnostics and Troubleshooting**
In the event that telephone support and remote diagnostics cannot resolve a service affecting problem within 72 hours, Compunetix will send an engineer to the customer's location for on-site diagnostics and troubleshooting. The customer shall reimburse Compunetix for transportation expenses and for lodging and meals.
- **24 by 7 Coverage**
Compunetix will provide a twenty-four (24) hour, seven (7) day per week answering service with the intention of immediate call back by a Compunetix engineer and a guarantee of four (4) hour call back. In the event of an outage, Compunetix will begin error correction activity immediately at the time the Compunetix engineer contacts the customer. An outage is defined as any of the following:
 - Inability to initiate or receive calls or build conferences from any operator console or the Maintenance Administration Terminal (MAT).
 - Loss of greater than 25% of conference port capacity.
 - Loss of greater than 25% of operator consoles for systems having four or more installed operator consoles.

- **Minor Enhancements**

Periodically, Compunetix provides minor enhancements that add features or functionality to its conferencing products. The architecture of the CONTEX allows these enhancements to be implemented with new software for the system or subsystems. Minor enhancements are based on feedback from Compunetix' customers, on market comparisons, and on our vision of how the products will evolve to be even more useful. Minor enhancements are installed by the customer.

Optional Services

In addition to post-warranty maintenance and service contracts, Compunetix offers optional services, which can be purchased by the customer. Generally, these are services for which there is no regular requirement, but might be desired on a case-by-case basis.

Services Offered

Optional services include the following:

- Telephone support (for support outside the scope of the agreement)
- Engineering services
- On-site technical support (for support outside of diagnostics and troubleshooting)
- Major software enhancements
- Preventative maintenance service.

Description of Services

- **Engineering Services**

Compunetix offers engineering support services not covered under Original Limited Warranty or Post Warranty Maintenance Agreements; please see the price quote for pricing.

- **On-Site Technical Support**

When requested by the customer's authorized representative and upon receipt of a valid purchase order, Compunetix will send an engineer to the customer's location for on-site technical support. The customer shall reimburse Compunetix for transportation expenses and for lodging and meals. The customer shall reimburse Compunetix for field service labor at Compunetix' list prices for field service labor. A minimum of eight (8) hours labor will be charged. Compunetix will charge no more than four hours total labor for travel time. For example, on-site technical support can be purchased to relocate equipment or to assist in setting up new network configurations.

- **Major Software Enhancements (New Release)**
When available, Compunetix will offer major software enhancements to customers at its current list price for the software release. Major enhancements are installed by the customer.
- **Preventative Maintenance Service**
Compunetix checks the condition and configuration of all system components and performs cleaning and replaces components showing deterioration through normal use. Compunetix verifies power supply settings, fan operation, switch settings, and makes adjustments where necessary for best operation. Preventative maintenance is scheduled annually at the mutual convenience of the customer and Compunetix at least thirty (30) days prior to the scheduled service.

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