

1. BRONZE REMOTE TECHNICAL SUPPORT PACKAGE

Coverage Hours Options:

- **Bronze Standard** 8am – 6pm EST Monday through Friday, except holidays
- **Bronze Plus** 24 hours per day, 7 days per week, 365 days per year *

A. Telephone Assistance

DZS's Technical Assistance Center (TAC) is available to the Customer Monday through Friday 8am – 6pm EST. DZS's TAC is staffed by trained technical experts capable of answering technical questions, diagnosing and resolving DZS system problems and providing work-arounds where necessary.

Phone Support includes the following:

- Telephone assistance for bug fixes, patch management consultation, and consultation during initial patch loading for supported and authorized Software.
- Technical support for bug reporting and troubleshooting hardware failures.
- Configuration, upgrade and general technical support issues.
- Emergency TAC 24 X 7 support for all service affecting outages and critical issues with prioritized response.

DZS Professional Services are available at an additional charge to provide services beyond those covered in the Technical Support Packages such as Training, Network Health Check, Remote Configuration and Turn up, Installation Services, Installation/Management of software upgrades.

B. E-Mail Access to TAC

The Customer has access to DZS's web site to send detailed messages to DZS's technical support personnel.

C. Latest Software and Firmware Updates

DZS will provide the Customer with online access to current software and firmware releases. DZS TAC experts are available to answer questions regarding the upgrade process.

D. Product Release Notes

DZS will provide Customer with online access to DZS's Product Release Notes.

E. Documentation Updates

DZS will provide Customer with online access to technical documentation for new releases of system software and firmware. This documentation may be reproduced for use by other Customer employees, as well as for Customer in-house training.

F. E-Mail Notification of Major Software and Firmware Releases

DZS will take the guesswork out of knowing when new releases are available for the Customer, and what is included in the release. Customer will be automatically notified of major releases.

2. OPTIONAL EXTENDED HARDWARE SUPPORT PACKAGES

SILVER REMOTE TECHNICAL SUPPORT PACKAGE (Extended Hardware Warranty)

Coverage Hours Options:

- **Silver Standard** 8am – 6pm EST Monday through Friday, except holidays
- **Silver Plus** 24 hours per day, 7 days per week, 365 days per year *

This package includes all the services provided in the **BRONZE** Remote Technical Support Package detailed above plus:

DZS shall extend the “return-to-factory” warranty terms and conditions for the selected term of the agreement as set forth in Section 1 of the Master Service Agreement.

GOLD REMOTE TECHNICAL SUPPORT PACKAGE (with Advanced Replacement)

Coverage Hours Options:

- 24 hours per day, 7 days per week, 365 days per year*

This package includes all the services provided in the **SILVER** Remote Technical Support Package detailed above plus:

In the event of hardware failure, this support package provides a hardware replacement unit shipped within one (1) business day of receiving the request. DZS shall ship a replacement within one (1) business day.

If the product(s) covered are not returned to DZS within 30 days after an advanced replacement is provided by DZS, the Customer shall be deemed to have purchased the product(s) at Customer’s then current contracted price and DZS will invoice the Customer for the price of the product(s). The Customer agrees to pay such price, and any applicable taxes, within thirty (30) days of the invoice date.

3. CUSTOMER RESPONSIBILITY

It will be the Customer’s responsibility to:

A. Access to Customer Systems

Customer must take all reasonable steps to ensure access to systems by DZS TAC or their representative (e.g., DZS Authorized Service Provider personnel). This may include, but not be limited to, a high-speed modem, a dedicated telephone line for dial-up access, and an operator ID and password. Should on-site access be required, Customer shall ensure DZS personnel have physical site access where necessary.

B. Connections to DZS Systems

Customer must take all reasonable and prudent precautions to ensure that equipment connected to the DZS Systems conforms to necessary electrical and environmental standards, and that all interfaces to DZS Systems (power, telco, DTE, etc.) employ appropriate protection measures to ensure a stable operating environment. If, in the opinion of DZS technical support personnel, additional measures should be taken at a particular remote site, the Customer will take reasonable and necessary steps to implement such measures.

C. Authorized Personnel to Contact the TAC

Customer must ensure that all contact with DZS TAC personnel be initiated only by Customer personnel that have been trained on DZS equipment.

D. Supported Release of System Software or Firmware

Customer is not required to install every new release of System software or Firmware as it becomes available from DZS; however, Customer must maintain a supported release of System Software or Firmware on all Systems at all times. Software Support is provided for the Production and Active Releases. Each release falls into one of three categories: Production, Active, or Retired. When a new software release becomes generally

available, it is referred to as the Production Release until the next release is generally available. When a new release becomes generally available, the previous Production Release is frozen at the then current release and is designated as an Active Release. Technical support is provided to resolve Critical, Major, and Minor SRs for Production & Active Releases. A Retired Release is not recommended for use. Technical support is limited to emergency outage situations only. Fixes will not be provided on Retired Releases. Customer may be required to upgrade to latest release to overcome any problem not fixed in prior releases.

E. Training of System Managers

Customer must designate a reasonable number of technical personnel to be trained and certified in understanding and managing DZS Systems.

F. Uniform Service Coverage

All sites in the Customer network must be covered by this Agreement. Additionally, all DZS Systems at each site must be covered, including any additions made to the Customer network during the Agreement period. For each item of equipment for which Customer orders a Maintenance Program following a gap in coverage, or in the event that the equipment has never had maintenance or warranty coverage at Customer, Customer certifies that such Equipment is in good operating condition at current specified revision levels as of the date of the order ("Functional") and that excess, un-repaired product will not be entered into this program

G. Software or Firmware Upgrades

Customer shall be responsible for upgrading Customer sites with the latest software or firmware upgrade. Hardware upgrades necessary to accommodate Software or Firmware upgrades are the responsibility of the Customer.

H. Coverage of New Hardware and/or Software

Remote Technical Support for all products will begin immediately upon shipment and is only available on a customer-wide basis. For Customers purchasing equipment through Resellers, the Customer must provide the following information on a quarterly basis via Appendix A which shall be submitted no later than ten (10) days after the last day of the calendar quarter: DZS model number, DZS serial#, sale date, of equipment.

4. DEFINITIONS

A. Critical, Major, and Incident Severity Level

Technical Severity definitions follow GR-929::

- Critical/Network Down: system or service platform has a complete or partial failure resulting in a critical impact to end user services. DZS will work around the clock (7x24) to resolve the problem.
- Major: system or service platform has a severe service interruption, loss of functionality, or maintenance visibility issue affecting normal use.
- Minor: minimal impact to system performance or functionality or customer requires information on the capabilities of the DZS product.

B. Resolution of Service Requests

The type of severity determines how DZS will attempt to resolve the problem.

I. Critical service requests ("SR") are deemed resolved when DZS:

- (a) restores the system/service to pre-incident status;
- (b) opens a follow-up SR to determine the cause of the outage; and
- (c) to the extent that the Critical SR relates only to DZS Hardware and Software, implement reasonable measures to prevent reoccurrence of the Critical SR. If the Critical SR relates

to DZS Hardware or Software and other vendor hardware and software, the Parties shall discuss resolution measures to prevent a reoccurrence.

II. Major and Minor SRs are deemed resolved when DZS provides:

- (a) an update or revision of the affected element which corrects the fault or problem; or
- (b) a temporary bypass of the affected Hardware and/or Software and corrected in a later Regular Software Update Release (RSUP) or Special Software Update Packages (SSUP); or
- (c) a statement that the fault or problem is not of sufficient magnitude to warrant immediate correction but that it will be corrected in a later Software Release (DZS may provide an advance application of the correction at Customer’s request, the charge for which will be in addition to amounts otherwise payable under this Agreement and as specified by DZS); or
- (d) a Software Release which corrects the fault or problem; or
- (e) a statement, with supporting documentation, that the System operation meets design intent and/or an item will be considered for implementation as an improvement incorporated in a future Software Release; or
- (f) a statement that the fault or problem is not due to a defect in the System and identifying the source of the fault or problem where possible; or
- (g) in the case of SRs considered as minor degradation of system or service performance, a statement that the problem will not be corrected.

C. DZS Internal Escalation Process

Severity / Notification	Minor	Major	Critical
Support Manager Notified	4 hours	60 minutes	Immediate
Account Manager/SE Notified *	As required	2 hours	30 minutes
VP GSS, VP Eng, and VP Sales Notified *	As necessary	4 hours	60 minutes
CEO, CTO Notified *	As necessary	Same day	4 hours

D. DZS Support Package Response Commitments

PROGRAM DESCRIPTION	BRONZE	SILVER	PLUS UPGRADE*	GOLD*
Support for Minor incidents				

Support Window TAC Support Engineer Response Progress Update (as required) Resolution Target	8am x 6pm (EST) 1 Business day 5 Business days Next or future GA release	8am x 6pm (EST) 1 Business day 3 Business days Next or future GA release	8am x 6pm (EST) 1 Business day 2 Business days Next or future GA release	8am x 6pm (EST) 1 Business day 2 Business days Next or future GA release
Support for Major Incidents Support Window TAC Support Engineer Response Progress Update (as required) Resolution Target	8am x 6pm (EST) 12 hours 3 Business days Next maintenance release	8am x 6pm (EST) 8 hours 1 Business days Next maintenance release	7x24 4 hours 8 hours Next maintenance release or engineering build	7x24 4 hours 8 hours Next maintenance release or engineering build
Support for Critical Incidents (Network Down) Support Window TAC Support Engineer Response Progress Update (as required) Resolution Target	7x24 1 hour 8 hours Next maintenance release	7x24 1 hour 4 hours Next maintenance release	7x24 30 min 2 hours Next maintenance release or engineering build	7x24 30 min 2 hours Next maintenance release or engineering build

5. PRICING

The price of such Service(s) will be at DZS's standard published rate or special custom quote as attached. Service requested by Customer outside the scope of this Agreement shall be billable at DZS's standard Time & Material rates. If Customer desires any Time and Material Service, which occurs during after hours warranty coverage, DZS requires written authorization from Customer to proceed. Reference the Master Service Agreement for additional billing terms. Pay-per-use incremental Services are only available to customers with an existing and active Service Agreement.

Service Contract Customer Pay-per-Use Chart for Out of Scope Billing			
Out of Scope	Monday –Friday 8:00 am – 6:00 pm	Monday –Friday 6:00 pm – 8:00 am	All weekend days and holidays
	US\$ 330 per hour	US\$ 430 per hour	US\$ 530 per hour
	Minimum 3 hours with 1 hour increment	Minimum 3 hours with 1 hour increment	Minimum 3 hours with 1 hour increment

6. SELECT ONE REMOTE TECHNICAL SUPPORT PACKAGE WITH ONE COVERAGE HOURS OPTION

- BRONZE REMOTE TECHNICAL SUPPORT PACKAGE**
 - BRONZE STANDARD 8am – 6pm EST Monday through Friday, except holidays
 - BRONZE PLUS 24 hours per day, 7 days per week, 365 days per year
- SILVER REMOTE TECHNICAL SUPPORT PACKAGE (with Extended Warranty)**
 - SILVER STANDARD 8am – 6pm EST Monday through Friday, except holidays
 - SILVER PLUS 24 hours per day, 7 days per week, 365 days per year
- GOLD REMOTE TECHNICAL SUPPORT PACKAGE (with Advanced Replacement)**
 - 24 hours per day, 7 days per week, 365 days per year

7. SERVICE ACCESS DETAILS:

Access to DZS Services: <http://DZSi.com/support/>

Access to Firmware download: <http://DZSi.com/support/>

Access to Documentation: <http://DZSi.com/support/>

Software and Remote Telephone support – TAC

For	Access
Technical Assistance Center TAC	1-877-946-6320 1-510-777-7133
Emergency Technical Assistance Center TAC	1-877-946-6320 1-510-777-7133
DZS Web Site	http://DZSi.com/support/ select "Submit Service Request"

Hardware Return and Replacement Support

Request an RMA

<http://DZSi.com/support/>
select the correct "RMA Portal" depending on the product type

Customer will be provided with an RMA authorization# via email which includes the return shipping address & instructions for return.

CUSTOMER NAME:

By: _____
Printed Name: _____
Title: _____
Date: _____

DZS, Inc.

By: _____
Printed Name: _____
Title: _____
Date: _____

RETURN AGREEMENT TO:
DZS, Inc.
Attn: Michelle Spinney
7340 Bryan Dairy Rd. Suite 150
Seminole, FL 33777

OR FAX AGREEMENT TO:
786-431-2509

OR EMAIL TO:
support-contracts@DZSi.com