



Managed Services Contract Terms and Conditions

Allied Telesis Service and Support Solutions





MANAGED SERVICES CONTRACT TERMS AND CONDITIONS

Allied Telesis Service and Support Solutions

Please refer to the relevant section below to view the terms and conditions applicable to the service program that you have purchased. The Managed Services Terms and Conditions are applicable to all the service programs, in addition to the terms and conditions for each specific program. Your right to receive the services within the program you have purchased is conditional upon acceptance of these terms.

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Managed Services Terms and Conditions

ALLIED TELESIS INC. IS WILLING TO PROVIDE ALLIED TELESIS MANAGED SERVICES TO YOU ONLY ON THE CONDITION THAT YOU ACCEPT ALL OF THESE TERMS AND CONDITIONS (THIS "AGREEMENT"). THIS AGREEMENT REPRESENTS AN OFFER FROM ALLIED TELESIS THAT YOU WILL ACCEPT BY TAKING ANY OF THE ACTIONS DESCRIBED NEXT. PLEASE READ THESE TERMS CAREFULLY BEFORE REGISTERING OR PAYING FOR YOUR ALLIED TELESIS SUPPORT SERVICES OR BY CLICKING THE "I ACCEPT" BUTTON ON THE ALLIED TELESIS WEB SITE. BY TAKING ANY OF THESE ACTIONS, YOU ACKNOWLEDGE THAT YOU HAVE READ THIS AGREEMENT, UNDERSTAND IT AND AGREE TO BE BOUND BY ITS TERMS. IF YOU DO NOT AGREE TO THESE TERMS, ALLIED TELESIS WILL NOT PROVIDE ALLIED TELESIS SUPPORT SERVICES TO YOU.

Allied Telesis Products are intended for use for professional, commercial, or other business purposes only and not for personal use by consumers, and Allied Telesis is offering the Allied Telesis Managed Services only to business users of the Products. By registering or paying for the Allied Telesis Managed Services, you represent and warrant that for the purposes of this Agreement you are not deemed a consumer under any consumer protections laws, and that you will use the Products and the Allied Telesis Managed Services for professional, commercial, or other business purposes only.

1. Definitions

Capitalized terms in this Agreement shall have the meanings set forth below or as defined elsewhere in this Agreement. References to Sections refer to Sections of this Agreement.

- a. "Allied Telesis Managed Services" is defined in Section 3 of this Agreement.
- b. "Documentation" means, with respect to each Product, the end-user materials and documentation published by Allied Telesis or its supplier that relates to the functional capabilities, installation and proper use of the product.
- c. "Emergency" means a failure that renders a Product inoperative.
- d. "Failure" means a documented and reproducible failure of a Product, other than Software, to perform in substantial conformity with its then current documentation.
- e. "License Agreement" means the agreement, if any, under which you licensed Software or purchased one or more Products from Allied Telesis.
- f. "Product" means any hardware, device or component that you purchase from Allied Telesis, as well as any

Software incorporated therein, for which you submit a Net.Assist registration form and for which Allied Telesis will provide the Allied Telesis Net.Assist Support Services.

- g. "Software" means the operating system, application or utility software that is a part of or incorporated into a Product that you purchased from Allied Telesis. Software only includes the current and immediately previous versions of the Software, as provided to you by Allied Telesis.
- h. "Update" means any new, enhanced, updated or modified version of the Software, including any release that corrects Failures or provides minor improvements, and any associated new, enhanced, updated or modified Documentation, if any, that are provided to you by Allied Telesis. OS software only includes the current and immediately previous versions. Some feature Licenses – designated by Allied Telesis as Updates – could be provided by Allied Telesis at an additional charge.

2. General

ALLIED TELESIS OFFERS SEVERAL LEVELS OF ALLIED TELESIS MANAGED SERVICES FOR YOUR PRODUCT(S). PLEASE MAKE SURE THE SERVICE LEVEL IDENTIFIED ON YOUR NETWORK ASSESSMENT IS THE SERVICE LEVEL YOU HAVE PURCHASED ("MANAGED SERVICE PLAN"). TO BEGIN RECEIVING SUCH SUPPORT, YOU MUST COMPLETE THE NETWORK ASSESSMENT PROVIDED BY ALLIED TELESIS. DUE TO CIRCUMSTANCES BEYOND THE CONTROL OF ALLIED TELESIS, SUCH AS GEOGRAPHICAL LOCATION AND CUSTOMS PROCEDURES, SOME SERVICES MAY NOT BE AVAILABLE. IN SUCH CASES ALLIED TELESIS WILL ENDEAVOR TO OFFER AN ALTERNATIVE SERVICE WHEN YOUR CONTRACT IS REGISTERED. ALLIED TELESIS MAY AMEND OR MODIFY THE SERVICES OFFERED UNDER ANY SUPPORT SERVICE PLAN FROM TIME TO TIME. ALLIED TELESIS MAY NOTIFY YOU OF MATERIAL CHANGES TO ANY SUPPORT SERVICE PLAN, BUT YOU ARE STILL RESPONSIBLE FOR REGULARLY REVIEWING THE ALLIED TELESIS WEB SITE TO OBTAIN TIMELY NOTICE OF ANY CHANGES TO ANY SUPPORT SERVICE PLAN.

3. Allied Telesis Managed Services

3.1 Services

Subject to the terms and conditions of this Agreement, including the payment of all required fees, Allied Telesis will use commercially reasonable efforts to provide you with the level of support set forth in the Managed Service Plan that you have selected and are authorized to receive in accordance with this Agreement (the "Allied Telesis Managed Services").

3.2 Protection of Password

You will be solely responsible for ensuring the security and confidentiality of all passwords provided to you by Allied Telesis as part of the Allied Telesis Managed Services, and you acknowledge that you will be fully responsible for all liabilities incurred through the use of any password (whether lawful or unlawful) and that any transactions completed under your password, will be deemed to have been lawfully completed by you. You agree to defend, indemnify and hold Allied Telesis harmless from any and all losses, costs, damages, liabilities or expenses (including, without limitation, reasonable attorneys' fees) incurred or arising from any claim arising out of the use of a password provided to you under this Agreement.

3.3 Services Not Covered

Allied Telesis Managed Services will not include:

- a. support for problems or Failures in or arising out of any equipment, software, modification, improvement or service provided by anyone other than Allied Telesis or an Allied Telesis Third Party Service Firm without prior written consent from Allied Telesis;
- b. support for custom improvements, engineering changes, or enhancements to any of the products made by or for you at your request (whether or not made by Allied Telesis) unless Allied Telesis has explicitly agreed in writing to provide that support;
- c. support for problems or Failures caused by improper installation of a product; failure to use the product in accordance with the applicable specifications and documentation; failure to use the Product within the authorized operating environment; or any other improper use of the Product;
- d. consulting services specific to the design or implementation of any of your programs, products or services;
- e. support outside of the term of this Agreement; or
- f. retrieval or recovery of any data or information that may have been corrupted or lost in connection with any problem or Failure.

3.4 Additional Managed Services

Upon your written request, Allied Telesis, in its sole discretion, may provide you with managed services that are beyond the scope of the Allied Telesis Managed Services on a time-and materials basis, at the Allied Telesis current rates for labour, travel and materials. Allied Telesis will also charge you for any support services (and any expenses related thereto) that are outside the scope of the Allied Telesis Managed Services and performed in connection with your request for Allied Telesis Managed Services on a time-and-materials basis, at the Allied Telesis current rates for labour, travel and materials.

4. Proprietary Rights

Allied Telesis considers the Software, any Updates, and any tangible work product created during or as a result of the Allied Telesis Managed Services, to be proprietary information and a trade secret of Allied Telesis, and Allied Telesis retains all right, title and interest in and to such information and work product.

You agree to treat any proprietary information of Allied Telesis that you receive under this Agreement in accord with the terms for handling Confidential Information set forth in the License Agreement. If there is no License Agreement, you agree to keep all such information in strictest confidence and not to share all or any part of such information with any third parties, other than your employees who have a need to know and are under written confidentiality obligations no less strict than those of this Section 4. You further agree not to remove, alter, obscure or destroy any proprietary notices (including copyright notices) of Allied Telesis on any of the Products. You acknowledge that "Net.Monitor", "Net.Assist", "Net. Onsite", "Net.AMF" and "Net.AWC" are trademarks of Allied Telesis.

5. Fees and Payment

5.1 Your purchase of the Allied Telesis Managed Services or extensions to any then expiring term of this Agreement will be charged at the Allied Telesis current published prices, in accordance with Section 10.

5.2 All payments of fees under this Agreement shall be made in US Dollars (unless another currency is specified by Allied Telesis in the applicable registration / invoice documentation), not less than thirty (30) days in advance of the first day of each annual renewal period; provided, however, that any amount payable for support services performed under Section 3.4 will be paid within thirty (30) days after your receipt of an invoice from Allied Telesis. Overdue amounts are subject to the lesser amount between zero point sixty-seven percent (0.67 %) per month interest charge or the maximum amount permitted by law. All fees under this Agreement are exclusive of all governmental levies and taxes including, without limitation, sales, use and value-added taxes, customs duties, import fees, or similar taxes or charges associated with this Agreement. You shall be responsible for the payment of all levies and taxes associated with this Agreement, other than taxes based on Allied Telesis' net income.

5.3 You acknowledge and agree that some or all of the Allied Telesis Managed Services may be provided by authorized Allied Telesis dealers or other designees or agents of Allied Telesis ("Third Party Service Firms").

6. Assistance

You agree to provide reasonable assistance as requested by Allied Telesis for the performance of the Allied Telesis

Managed Services. Such assistance shall include, without limitation, providing Allied Telesis with:

- i. a detailed description of current network and its configuration.
- ii. Prior Notification of all Network Modifications.
- iii. a detailed description of each reported problem or Failure;
- iv. reasonable access to all necessary personnel to answer questions regarding reported problems or Failures and your use of the applicable Product;
- v. any applicable configurations required for Allied Telesis to perform any Allied Telesis Managed Services;
- vi. such access, including remote access, to your facilities and equipment as is reasonably necessary for Allied Telesis to provide the Allied Telesis Managed Services.

7. Warranty and Disclaimer

All services provided by Allied Telesis will be performed with reasonable skill and care and, except as specified in these terms and conditions, all other express or implied terms, conditions or warranties including, without limitations, implied terms as to fitness for a particular purpose or satisfactory quality are excluded. You must notify Allied Telesis promptly of any claimed breach of warranty and your sole and exclusive remedy for any such breach shall be, at the sole discretion of Allied Telesis, performance of the relevant services or reimbursement of that portion of the fees paid in relation to such services.

ALLIED TELESIS DISCLAIMS ALL OTHER WARRANTIES, EXPRESS, IMPLIED OR STATUTORY, INCLUDING ALL WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE AND NONINFRINGEMENT, ARISING OUT OF OR RELATING TO THIS AGREEMENT OR THE PROVISION OF PRODUCTS OR SERVICES HEREUNDER.

8. Limitation of Liability

EXCEPT FOR CLAIMS BASED UPON GROSS NEGLIGENCE OR UNLAWFUL INTENT, ALLIED TELESIS LIABILITY ARISING OUT OF OR RELATING TO THIS AGREEMENT FROM ALL CAUSES OF ACTION IN THE AGGREGATE INCLUDING, WITHOUT LIMITATION, TORT, BREACH OF CONTRACT, AND NEGLIGENCE, WILL BE LIMITED TO THE APPLICABLE ANNUAL SUPPORT FEE PAID BY YOU FOR THE ALLIED TELESIS NET.ASSIST SUPPORT SERVICES DURING THE YEAR IN WHICH THE EVENT GIVING RISE TO THE CAUSE OF ACTION OCCURRED, OR ONE THOUSAND DOLLARS (\$1,000), WHICHEVER IS GREATER. IN NO EVENT SHALL ALLIED TELESIS BE LIABLE FOR COSTS OF PROCUREMENT OF SUBSTITUTE GOODS OR SERVICES, LOST PROFITS, OR ANY INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES.

This limitation is in addition to, and not in lieu of, the other limitations in this Agreement. Because some jurisdictions do not allow the exclusion or limitation of liability for consequential, special or incidental damages, the above limitation may not apply to you. This Agreement does not exclude, restrict or modify any liability imposed under the law that cannot, by such law, be excluded, restricted or modified.

You hereby acknowledge that the Services and deliverables and technology or direct products thereof (hereafter referred to as Products and Technology); supplied by Allied Telesis under these Terms are subject to export controls under the laws and regulations of the United States (U.S.). You agree to comply with such laws and regulations governing use, export, re-export, and transfer of Allied Telesis Products and Technology and will obtain all required U.S. and local authorizations, permits, or licenses.

Allied Telesis products/software are not authorized to be used by any "Entity list" or "DPL" list as per US export regulations. For more information refer to <https://www.bis.doc.gov/>

Nothing in these terms and conditions shall operate to exclude or restrict Allied Telesis and its suppliers' liability for the tort of deceit or for personal injury or death caused by their negligence.

9. Term and Termination

9.1 Term

This Agreement shall become effective upon the date of invoicing by Allied Telesis, for that Managed Service Contract (the "Effective Date"), and shall have an initial term equal to the Agreement Term indicated on the invoice. This Agreement shall renew for successive terms, which shall begin and end on the anniversary of the Effective Date, for as long as you continue to pay the then-applicable fee for such services not less than thirty (30) days before the end of the current contract term.

9.2 Termination

This Agreement may be terminated:

- a. by you, upon written notice to Allied Telesis of a material default of this Agreement, if the default is not cured within a period of thirty (30) days following your receipt of such notice.

If termination is effective prior to six (6) months from the Effective Date or any renewal date, you will be entitled to a pro-rated refund of any amounts that you have paid for the Allied Telesis Managed Services during the then-current one-year term, less the fair market value of the Allied Telesis Support Services provided by Allied Telesis prior to termination, based upon the Allied Telesis current rates for labor, travel and materials. If such fair market value exceeds the Support Fees, you agree that no refund will be paid by Allied Telesis; or

- b. for no cause at any time by Allied Telesis on thirty (30) days' written notice to you; provided, that upon your request, Allied Telesis will provide you a pro-rated refund of any amounts that you have paid for the terminated Allied Telesis Support Services during the then-current one-year term. You agree that if this Agreement is terminated as a result of a material default of this Agreement, you will not be entitled to any refund; or
- c. automatically in the event of any termination of a License Agreement governing any Software that is a subject of this Agreement, but only as to such Software and any Managed Services relying on such Software.

9.3 Effect of Termination

Upon termination of this Agreement, Allied Telesis will stop rendering Allied Telesis Managed Services immediately. Any further managed services shall be provided by Allied Telesis, in its sole discretion, as set forth in Section 3.4. Sections 1, 3.4, 4.5.2, 5.3, 7, 8, 9.3, 10.3 and 11 will survive termination of this Agreement for any reason.

10. Privacy Statement

10.1 You acknowledge and agree that some or all of the Allied Telesis Support Services may be provided by authorized Allied Telesis dealers or other designees or agents of Allied Telesis ("Third Party Service Firms").

10.2 Allied Telesis and its subsidiaries will process contact information relating to your employees and pass such information to Third Party Service Firms in order to perform the Allied Telesis Support Services and for management and statistical purposes. Where you provide employee details to us, you agree to advise the employee that you have done this and forward the employee a copy of this privacy statement in this Section.

10.3 You agree that Allied Telesis may advise you about new products or services from time to time by mail, phone, email and fax and that Allied Telesis may pass on your details to third parties who have products/services which we believe to be of interest to you. If you prefer not to receive such information at any time, please write to the email address for questions below.

10.4 Allied Telesis may collect and use technical information gathered as part of its maintenance, support and training for the purpose of improving its products and services and proposing these improved products and services for the customer's deployment.

11. General Provisions

Allied Telesis shall not be liable for any loss, damage or penalty to you resulting from acts of God or other causes beyond Allied Telesis' control. THIS AGREEMENT SHALL BE INTERPRETED IN ITS NATIVE LANGUAGE AND GOVERNED BY THE LAWS OF THE UNITED STATES

OF AMERICA, WITHOUT GIVING EFFECT TO CONFLICT OF LAWS PRINCIPLES. THE COURTS LOCATED IN SAN JOSE, CALIFORNIA, USA, SHALL HAVE EXCLUSIVE JURISDICTION OVER ANY DISPUTES ARISING UNDER THIS AGREEMENT, AND YOU CONSENT TO PROPER JURISDICTION OF AND VENUE IN SUCH COURTS.

This Agreement will not be governed by the United Nations Convention on Contracts for the International Sale of Goods, the application of which is expressly excluded. If any provision of this Agreement is held to be unenforceable, the remaining provisions will continue in full force and effect. The failure to enforce any term of this Agreement on one occasion shall not prevent enforcement on any other occasion or the enforcement of any other term. You may not transfer or assign this Agreement or the Allied Telesis Support Services in whole or in part without the prior written approval of Allied Telesis. Allied Telesis may transfer or assign this Agreement at any time. Any purported assignment other than as provided above shall be void and of no effect. This Agreement shall inure to the benefit of and be binding upon the parties hereto and their respective successors and assigns. This Agreement supersedes and cancels all prior or contemporaneous agreements, understandings and communications, whether written or oral, other than the License Agreement and any other written license agreements for the Software that are executed by you and Allied Telesis in writing. In the event of a conflict between this Agreement and the License Agreement, this Agreement shall control as to the provision of Allied Telesis Support Services; in all other respects, the License Agreement shall control.

12. Software License

Any software downloaded from Allied Telesis Software Download Center is licensed under the same terms and conditions as the Software License that comes with the product you purchased (such terms are also available on the Software Download Center). You are licensed to use downloaded software only on hardware registered to receive support.

13. Confidentiality

You acknowledge that, in the course of receiving support, you may obtain information relating to Allied Telesis which is of a confidential and proprietary nature ("Proprietary Information"). Such Proprietary Information may include, but is not limited to, trade secrets, know how, invention techniques, processes, programs, schematics, software source documents, data, financial information, and sales and marketing plans. You shall at all times, both during the term of receiving support and for a period of at least three (3) years after support is terminated, keep in trust and confidence all such Proprietary Information, and shall not use such Proprietary Information other than as authorized under these terms and conditions, nor shall you disclose any such Proprietary Information without the prior written consent of Allied Telesis. You further agree to immediately return to Allied Telesis any

Proprietary Information (including copies thereof) in your possession, custody, or control upon termination of support. You will indemnify Allied Telesis for any misuse of Proprietary Information.

14. Entire Agreement

The contract letter and terms and conditions provided with this service contract contain all the terms between you and Allied Telesis regarding their subject matter and supersede any prior agreement, understanding or arrangement, whether oral or in writing. No representation, undertaking or promise shall be taken to have been given or be implied from anything said or written in negotiations whether by Allied Telesis or by

an Allied Telesis reseller prior to your purchase of Allied Telesis services except as expressly stated here. You shall not have any remedy in respect of any untrue statement made and upon which you relied in entering into this service contract (unless such untrue statement was made fraudulently) and your only remedies shall be for breach of contract as provided here.

15. Severability

In the event that any of the terms of this service contract become or are declared to be illegal or otherwise unenforceable by a court of competent jurisdiction, such terms shall be null and void but all remaining terms shall remain in full force and effect.

Allied Telesis Managed Service Plans

Interdependence of Plans

Overview of Managed Service Components

The various offerings under Allied Telesis' Managed Services banner build one upon another.

The ground floor is the Allied Telesis Net.Cover support offering which provides access to the latest software and technical support when you encounter issues.

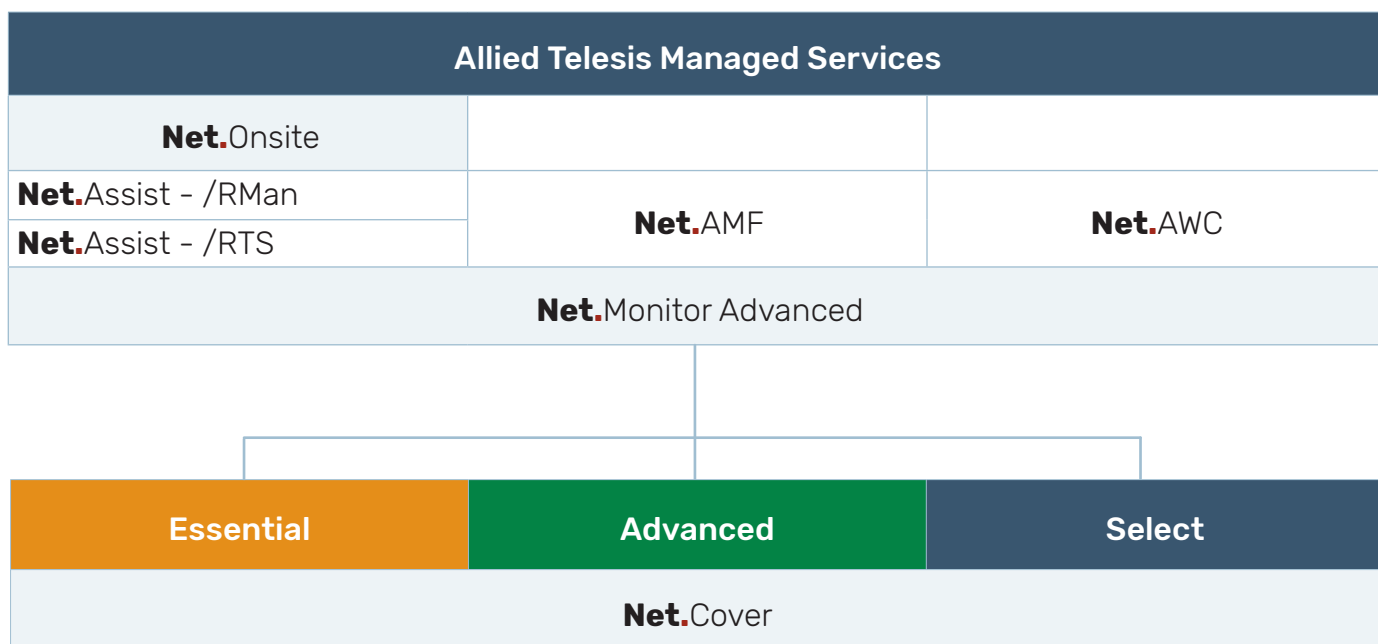
Building upon Net.Cover – is the Net.Monitor Service which provides 24x7 surveillance of the Network and its components. This service gathers information regarding the performance of the devices in the network and ensures that failures are detected and that you are notified appropriately.

Net.Assist extends the Net.Monitor Service to include issue resolution and remote management of the network – reducing your workload– so that you can focus on needs of the business.

Net.OnSite takes Net.Assist and adds a physical presence on the customer site – which enables you to completely delegate to Allied Telesis the responsibility for keeping their networks running at peak performance.

Overview of Software as a Managed Service Components

The release of Net.AMF and Net.AWC provide cloud based management tools that in co-ordination with Net.Monitor, provide you with the tools to understand what is going on in your network and tools to configure and manage your network.



Section A Net.Monitor

1. Service Term

This Agreement shall commence upon the date of Invoice by Allied Telesis.

This Agreement shall renew for successive terms, which shall begin and end on the anniversary of the Effective Date, for as long as you continue to pay the then-applicable fee for such services not less than thirty (30) days before the end of each current term.

2. Services Provided

a. Allied Telesis will provide 24x7 remote monitoring of the condition of devices within the IT infrastructure. This is primarily focused on networking gear but can also include servers and edge devices such as Cameras and printers. The status of the network can be seen on the customer dashboard – and/or as a summary in the regularly delivered reports. There are two levels of service offered – Basic and Advanced.

The Net.Monitorsm service unifies fault, availability, and performance management by providing:

Net.Monitor Service	Basic	Advanced
Expert 24 x 7 x 365 Network Surveillance	Yes	Yes
Monitor all devices to ensure functional (Ping Level baseline)	Yes	Yes
Monitor extended attributes for all devices to ensure functioning within pre-defined performance parameters. (Available for SNMP Manageable Devices Only)		Yes
Customer Notification of alarms	Yes	Yes
Managed Escalation of alarms in accordance with priority level		Yes
Customer account on Net.Monitor Dashboard		Yes
Regular Device Availability Reporting	Quarterly	Monthly
Detailed Network Performance Monitoring and select reporting		Yes
Review with SE of Detailed Network Performance Data		Bi-Annually

3. Technical Conditions

For the Network to qualify for the Net.Monitor Managed Service, the following requirements must be met:

- The Net.Monitor Probe must be hosted on site – and allow remote access by Allied Telesis technical staff.
- For equipment to be monitored beyond the basic Ping availability, SNMP must be enabled.
- Proper network documentation must be provided by customer to ATI. ATI can provide network documentation on a time and material basis at then current professional services rates if requested.
- The environment must have current licensed, up-to-date and Vendor-supported software or service contract.
- Allied Telesis reserves the right to suppress alarms for devices that have triggered alarms repeatedly, but for which no remediation activity has been performed to address the alarm condition.
- Allied Telesis reserves the right to limit the total number of alarms on a monthly basis for any one site in order to ensure the integrity of the alarms received and the stability of the Net.Monitoring system.

Costs required to bring Customer's environment up to these Minimum Standards are not included and will be charged separately.

4. Services Excluded

- Any issue resolution, remote management, or on-site support.
- Support for monitoring of product that is altered, modified, mishandled, destroyed, damaged by natural causes, or damaged due to a negligent or wilful act or omission by the customer or other causes beyond the control of Allied Telesis.

5. Service availability

ATI uses commercially reasonable efforts to maintain availability of Services and System twenty-four (24) hours per day, seven (7) days per week, in accordance with ATI policies

6. Alarm definition, notifications type, and response levels

The following table details alarm types, and targets of response times for each priority level:

Alarm Level and Definition	Notification Type	Response Time	Response Hours
Critical Incident - Core Nodes not available. Risk of Service not available (many users and functions unavailable). Example: Core node Down	Email and Phone	15 Minutes	24 x 7
Major Incident - Significant degradation of service (number of users or business critical functions affected). Example: Edge Switch or Access Point down	Email Only	15 Minutes	24 x 7
Minor Incident - Limited degradation of service (limited number of users or functions affected, business process can continue). Example: Threshold breached, Environmental Alarm, Edge device down (Camera etc.)	Email Only	15 Minutes	24 x 7
Informational Incident - Small service degradation (business process can continue, one user affected). Example, network traffic higher than usual baseline	Email Only	15 Minutes	24 x 7

Section B Net.Assist

1. Service Term

This Agreement shall commence upon the date of Invoice by Allied Telesis.

This Agreement shall renew for successive terms, which shall begin and end on the anniversary of the Effective Date, for as long as you continue to pay the then-applicable fee for such services not less than thirty (30) days before the end of each current term.

2. Services Provided

- Allied Telesis staffs the Technical Support function 24x7 and will provide remote triage, diagnosis and resolution of network and IT Infrastructure issues. The timeframe for this activity is driven by the underlying Net.Cover support contract and the severity of the issue. High impact issues can be addressed as they occur.
- Allied Telesis will provide remote management for the network and IT Infrastructure. Ensuring that the Network is secure and up to date – and support the network evolution as business needs change.

The Net.Assistsm service unifies fault, availability, and performance management by providing:

Net.Assist Service	RTS	RMan
Remote Technical Support Coverage (Based on underlying Net.Cover Contract – 12x5, 24x5 or 24x7)	Yes	
Issue Isolation, Analysis and Resolution - Remote access to Network. May require directed assistance from Customer	Yes	
Issue Notification Escalation within Customer Organization	Yes	
Issue Escalation Management within Allied Telesis Support Group	Yes	
Issue Escalation Management with supporting Vendor	Yes	
Monthly Reports summarizing Alarms and recommendations and Corrective actions	Yes	
Implementation of Configuration Modifications triggered by resolution of Alarm conditions		Yes
Device Configuration Management - Configuration Changes as Network Evolves - Backups and Restores of Configuration files		Yes
Device Firmware Management - Selection of appropriate Upgrades and Patches (target twice/yr) - Upgrade of devices during Maintenance Window		Yes
Network Performance Monitoring - Review of Monitoring Statistics Quarterly - Identify Pre-Emptive Changes required to maintain network		Yes
Monthly Reporting of Work accomplished and Work in Progress		Yes

3. Service Dependencies

- a. All Allied Telesis nodes covered by Net.Assist must also be covered by Net.Monitor AND Net.Cover.
- b. All Non Allied Telesis nodes to be covered must also be covered by Net.Monitor AND a vendor specific support plan. Support for Non-Allied Telesis Devices must be agreed in writing so that Allied Telesis can ensure that the technical staff is adequately trained to support those devices.

4. Technical Conditions

For an existing environment to qualify for Allied Telesis Managed Services, the following requirements must be met:

- a. The environment must have current licensed, up-to-date and Vendor-supported software or service contract;
- b. All server software, including operating systems, applications, and antivirus software is to be provided by the customer;
- c. The environment must have a Hardware Firewall between the Internal Network and the Internet;
- d. Proper network documentation must be provided by customer to ATI. ATI can provide network documentation on a time and material basis at then current professional services rates if requested by the customer;
- e. Allied Telesis equipment must be deployed by certified engineers and comply with product specifications
- f. The network must be in a maintainable state – this means that it must comply with Allied Telesis Best Practices for a managed network deployment. Allied Telesis can bring a network into compliance on a time and material basis at then current professional services rates if requested.
- g. Allied Telesis reserves the right to suppress alarms for devices that have triggered alarms repeatedly, but for which no remediation activity has been performed to address the alarm condition.

Costs required to bring Customer's environment up to these Minimum Standards are not included and will be charged separately.

5. Services Excluded

- a. Any customization of software, or any on-site support.
- b. Support of product that is altered, modified, mishandled, destroyed, damaged by natural causes or damaged due to a negligent or wilful act or omission by the customer or used other than as specified in the Allied Telesis-supplied documentation, or resolution of software or hardware problems resulting from third party products or other causes beyond the control of Allied Telesis.
- c. Services for non-Allied Telesis software installed on any Allied Telesis product.

- d. Any hardware upgrade required to run new or updated software or provide new services.

6. Service availability

ATI uses commercially reasonable efforts to maintain availability of Services and System twenty-four (24) hours per day, seven (7) days per week, in accordance with ATI policies.

Section C Net.OnSite

1. Service Term

This Agreement shall commence upon the date of Invoice by Allied Telesis.

This Agreement shall renew for successive terms, which shall begin and end on the anniversary of the Effective Date, for as long as you continue to pay the then-applicable fee for such services not less than thirty (30) days before the end of each current term.

2. Services Provided

- a. Allied Telesis Network engineers are available to provide onsite issue resolution and maintenance of the Network and associated IT Infrastructure. Allied Telesis Field Engineer will perform restore and replace operations according to standard operating procedures. Allied Telesis response to a service request will be consistent with the nature of the problem, and may include on-site, on-line diagnosis and telephone assistance.
- b. Allied Telesis onsite maintenance response time not subject to an SLA. Allied Telesis will use reasonable effort to dispatch a Field Engineer as soon as possible and in general within Next Business day from when the dispatch request is received. Response time means the time in which Allied Telesis is required to be at the Customer Location to perform Services. Response Time is measured only during the Principal Period of Maintenance (PPM) from the time Allied Telesis receives a call or appropriate electronic communication from the designated Customer contact(s) to the time Allied Telesis arrives at the Customer Location. PPM is defined as normal business hour 08.00-17.00 Monday to Friday local.
- c. Allied Telesis onsite maintenance response time subject to an SLA can be negotiated, but is subject to the location and Allied Telesis staff availability.
- d. Unless specifically negotiated, "standard Professional Services Rates" are those defined under the AT-PS-IMPLEMENT SKU in the MSRP Pricebook.
- e. For Scheduled services, Allied Telesis will provide best effort onsite response for NBD on site. To be in compliance, Allied Telesis must receive the on-site request from Client prior to 1500 EST for the technician to be on site the following day by 1700 EST. Allied

Telesis will attempt to confirm the call the same day but it will be handled as Best Effort. Allied Telesis will invoice using standard Professional Services Rates for Travel Time to/from site (@50%), Time on Site (Normal Working Hours(8:30am-5:00pm local)@100%, After hours (5:01pm-8:29am local) and Weekends @ 150%)

- f. For 24x7 Onsite Support Allied Telesis will invoice using standard Professional Services Rate for Travel Time to/from site (@50%), Time on Site (Normal Working Hours(8:30am-5:00pm)@100%, After hours (5:01pm-8:29am) and Weekends @ 150%) and Holidays(Nationally Observed@200%).

3. Service Dependencies

- a. All Allied Telesis nodes covered by Net.OnSite must also be covered by Net.Assist.
- b. All Non Allied Telesis nodes to be covered must also be covered by Net.Assist.

4. Technical Conditions

For Customer's existing environment to qualify for Allied Telesis Managed Services, it must provide a suitable safe working environment to include:

- a. Sufficient rack space and work clearance for equipment
- b. Appropriate network connectivity
- c. Adequate power, lighting, and cabling
- d. Desk space and LAN connectivity for Allied Telesis, Inc. personnel
- e. Operating and accessible elevators in multi-floor facilities

5. Services Excluded

- a. Running of Cables or Power other than via patch chords.
- b. Site Construction/Renovation to include
 - i. Bringing existing cables up to code
 - ii. Sealing or fire stopping existing penetrations/pathways not used for new cabling
 - iii. Demo of existing cabling
 - iv. Wall or ceiling drilling, cutting, patching and/or painting
 - v. Installation of new in-building conduit systems
 - vi. Installation of any required power systems
- c. Support of product that is altered, modified, mishandled, destroyed, damaged by natural causes or damaged due to a negligent or wilful act or omission by the customer or used other than as specified in the Allied Telesis-supplied documentation, or resolution of software or hardware problems resulting from third party products or other causes beyond the control of Allied Telesis.

6. Service availability

Net.OnSite availability is by default Next Business Day. Planned operations are available at a mutually agreed upon date.

Section D Net.AMF

1. Service Term

This Agreement shall commence upon the date of Invoice by Allied Telesis.

This Agreement shall renew for successive terms, which shall begin and end on the anniversary of the Effective Date, for as long as you continue to pay the then-applicable fee for such services not less than thirty (30) days before the end of each current term.

2. Services Provided

- a. Allied Telesis provides a private account on a multi-tenanted, cloud hosted Allied Telesis Vista Manager and Autonomous Management Framework(AMF) solution. This account will support simultaneous access by up to 10 users – and is available anywhere internet access is available.
- b. Allied Telesis will activate, configure and support this software ensuring that it is available 24x7 and up to date with the latest software releases and fixes.
- c. Allied Telesis will provide access to the Allied Telesis Technical Assistance Center (TAC) to assist with the software use Allied Telesis will use reasonable efforts to respond within one (1) hour for all calls during Normal Business Hours. For Calls received outside of our Normal business hours, Allied Telesis will use reasonable efforts to respond no later than the next Business Day.

3. Service Dependencies

- a. All nodes covered by Net.AMF must also be covered by Net.Monitor Advanced and Net.Cover.

4. Technical Conditions

- a. For the Net.AMF service to function correctly, the installation must have an AR-4050 Router in place.
- b. The AR-4050 Router must be covered via Net.Cover at a minimum.
- c. While Allied Telesis can ensure availability of the Net.AMF solution 24x7, Allied Telesis is unable to guarantee network connectivity between the user and the Cloud Instance or between the Cloud instance and the Customer Site.

5. Services Excluded

- a. Net.AMF is only able to manage Allied Telesis AlliedWare Plus devices.

6. Service availability

ATI uses commercially reasonable efforts to maintain availability of Services and System twenty-four (24) hours per day, seven (7) days per week, in accordance with ATI policies.

Section E Net.AWC

1. Service Term

This Agreement shall commence upon the date of Invoice by Allied Telesis.

This Agreement shall renew for successive terms, which shall begin and end on the anniversary of the Effective Date, for as long as you continue to pay the then-applicable fee for such services not less than thirty (30) days before the end of each current term.

2. Services Provided

- a. AWC is an extension of the Allied Telesis Vista Manager installation that enables the customer to manage all supported Allied Telesis Access Points ensuring that configuration options are optimized for the best wireless coverage and performance.
- b. Allied Telesis will activate, configure and support this software ensuring that it is available 24x7 and up to date with the latest sw releases and fixes.
- c. Allied Telesis will provide access to the Allied Telesis Technical Assistance Center (TAC) to assist with the

software use Allied Telesis will use reasonable efforts to respond within one (1) hour for all calls during Normal Business Hours. For Calls received outside of our Normal business hours, Allied Telesis will use reasonable efforts to respond no later than the next Business Day.

3. Service Dependencies

- a. All nodes covered by Net.AWC must also be covered by Net.Monitor Advanced and Net.Cover.
- b. Net.AWC is an extension to the Net.AMF installation – as such Net.AMF for a minimum number of nodes must be included.

4. Technical Conditions

- a. While Allied Telesis can ensure availability of the Net.AWC solution 24x7, Allied Telesis is unable to guarantee network connectivity between the user and the Cloud Instance or between the Cloud instance and the Customer Site.

5. Services Excluded

- a. Net.AWC is only able to manage Allied Telesis Access Points that are supported by AWC.

6. Service availability

ATI uses commercially reasonable efforts to maintain availability of Services and System twenty-four (24) hours per day, seven (7) days per week, in accordance with ATI policies.

About Allied Telesis

For over 30 years, Allied Telesis has been delivering reliable, intelligent connectivity for everything from enterprise organizations to complex, critical infrastructure projects around the globe.

In a world moving toward Smart Cities and the Internet of Things, networks must evolve rapidly to meet new challenges. Allied Telesis smart technologies, such as Allied Telesis Autonomous Management Framework™ (AMF) and Enterprise SDN, ensure that network evolution can keep pace, and deliver efficient and secure solutions for people, organizations, and “things”—both now and into the future.

Allied Telesis is recognized for innovating the way in which services and applications are delivered and managed, resulting in increased value and lower operating costs.

Visit us online at alliedtelesis.com