

AudioCodes Partner Solution Support (“APSS”) Policy

1 OVERVIEW

AudioCodes is committed to providing customers and partners with the most comprehensive and qualified Customer Support. Whether you have recently deployed a new AudioCodes solution or require ongoing support for AudioCodes system-level solutions, our Global Customer Support team delivers customer-oriented technical support coverage that ensures you get the most out of the AudioCodes product you have purchased.

The intent of this document is to set forth the terms and conditions that shall be enforced for the sales of AudioCodes Technical Support packages acquired by entities, such as AudioCodes Value Added Resellers, System Integrators and Master Distributors (“Customer”). This shall not be construed to have changed any of the terms and conditions of purchase that have been previously agreed between the parties.

Services described in this document are delivered for the life of the agreement (one or more years) and the agreement is renewable annually. Details are provided below.

To receive technical support as provided by AudioCodes Global Services and described in the AudioCodes Technical Support section below, you must: (i) provide the serial number and/or other identifying entitlement information (such as contract number) and (ii) have complied with the related payment terms for the ordered support.

These Technical Support Policies are subject to change at AudioCodes discretion; however, AudioCodes policy changes will not result in a material reduction in the level of the services provided during the support period (defined below) for which fees for technical support have been paid.

2 SUPPORT TERMS

Technical Support Fees

Technical support fees are due and payable annually in advance of the support period, unless otherwise stated in the relevant order. Technical support is effective upon the date of delivery of the hardware/software, when it is installed and fully functional. AudioCodes technical support terms, including pricing, reflect typically a 12-month support period, but longer periods are available (known as the “support period”).

Once placed, your order for technical support services is non-cancelable and the sums paid non-refundable. AudioCodes is not obligated to provide technical support beyond the end of the support period. AudioCodes does not offer Time and Materials or Per Incident Support.

Matching Service Levels

Support is normally not transferrable from one unit to another unit (except in the case of AudioCodes Spares Replacement Services). When acquiring technical support, all hardware components and/or accessories plugged into the existing system as well as any add-on or upgrade software loaded on the hardware must have the same level of support purchased as the original hardware itself. In addition, APSS support (or one of AudioCodes other support programs) is a prerequisite for most add-on services.

Reinstatement of AudioCodes Technical Support and Related Services:

1. If technical support was not originally purchased with your equipment when it was ordered, the prorated annual rate will be assessed, based on the current price list, for the period that the equipment was not covered. This reinstatement cost is limited to a maximum period of 18 months.
2. If technical support or related add-on services have lapsed from a previous expiration date, the prorated annual rate will be assessed, based on the current price list, for the period that the equipment was not covered. This reinstatement cost is limited to a maximum period of 18 months.
3. If any AudioCodes annuity services were not purchased in the first place or have lapsed since the original factory product warranty for more than 180 days, a signed declaration of conformity may be required as to the good working condition of the equipment and allowing inspection of such equipment by or on behalf of AudioCodes, before coverage can be added.
4. New hardware replacement contracts (e.g., AHR) are subject to a qualification period to properly stock before replacement services can be provided under the newly purchased technical support coverage. Details are provided in section
5. Non-Covered equipment may not be eligible for support if one or more of the following conditions exist:
 - The hardware was sold more than seven (7) years ago
 - The hardware is considered EOL with no replacement options
 - The hardware has not had support coverage in 3 years or more
6. A qualification period of 30 days from the APSS purchase is required to be eligible to request Repair and Return service under the newly purchased coverage.

Product Lifecycle Support:

Contracted services for software support shall be provided only with respect to the latest available major version release (N) and the previous (N-1) major version release of the product software. Notwithstanding the above, each and every major software version will be supported for at least two years from its date of release.

1. In the event that AudioCodes declares that the software of a particular product is no longer being developed, AudioCodes will support only the last applicable major version release for that product.
2. In the event that AudioCodes declares that a particular product has reached its end-of-life and is no longer being sold by AudioCodes, AudioCodes will support the last applicable major version release for that product for two years from the effective date of such an announcement.
3. In the cases of 2) and 3) above, such software support is limited to workarounds and material bug fixes only.
4. It may become necessary as a part of AudioCodes product lifecycle to announce an End of Service Life date for certain products. AudioCodes will use commercially reasonable efforts to provide six (6) months advance notice of EOL for a specific product.
5. Hardware repair/replacement services for discontinued products will be provided for 3 years from product EOL notifications, provided that out of warranty repair services are purchased by the buyer. Software bug fixes are limited to 2 years after product EOL notification.

3 AUDIOCODES TECHNICAL SUPPORT LEVELS AND PRIORITY DEFINITIONS

AudioCodes Partner Solution Support Program (APSS)

AudioCodes Partner Solution Support customers will be entitled to full access to the AudioCodes software updates and patches for the products included in the purchased agreement.

All APSS Programs also include:

- 24x7 online (incident) ticketing in AudioCodes Help Desk
- Free access to software patches and Maintenance Releases for AudioCodes products. Does not include updates for Windows Operating Systems (e.g., on SBA or other appliances) or other third-party software
- Free access to major software version releases for AudioCodes products. Does not include upgrades for Windows Operating Systems (e.g., on SBA or other appliances) or other third-party software
- Repair and Return Service

The APSS 9x5 Program includes:

- Level 3-4 remote technical support for a 12-month period for deployed products. Available during normal business days and hours, Monday-Friday, 8:00 AM – 5:00 PM (Customer local time, Holidays excluded).

The APSS 24X7 Program includes:

- Level 3-4 remote technical support for a 12-month period for deployed products. Available 24x7 (24 hours a day, 7 days a week) for incidents of Urgent Priority Level and Monday-Friday, 8:00 AM – 5:00 PM (Customer local time, Holidays excluded), for all other incident priority levels.

Note: The above Software Support Services are applicable only to installed and fully functional products. The APSS Program may be subject to a maximum extension/renewal period. Support for installation, configuration and provisioning related activities are available from AudioCodes and can be purchased separately.

Support Responsibilities

Customer - Level 1-2 (Operational Support)

- First contact to accept the End Customer call.
- Make the best effort to solve the problem, including gathering all relevant data, logs, traces and files concerning the problem.
- Escalate to Microsoft (or Microsoft Partner) for Lync/Skype for Business software and Operating System-related issues.
- For problems requiring resolution Levels 3 or 4, initiate support tickets for service using AudioCodes ticketing system and assist in collection of all required relevant data, logs, traces and files about the ticket.
- Perform on-site support activities, such as installation, as well as configuration and provisioning related activities (services for such activities are available from AudioCodes and can be purchased separately).
- If necessary, perform hardware replacement and send RMA requests to AudioCodes for defective equipment (per AudioCodes prevailing RMA procedure – for more details see Repair and Return Service below).
- Distribute and implement software patches, fixes, updates and major releases only for contracted equipment (i.e., equipment that is covered by contracted services).
- Provide status updates to the End Customer. Follow up status until problem is closed
- Back up configurations and certificates on a regular basis and provide them to AudioCodes personnel, in order to restore the device.

AudioCodes - Level 3 (Product Support)

- Handle and resolve remotely product related problems that cannot be resolved by Customer (excluding installation, configuration and provisioning related activities; support from AudioCodes for such activities is available and can be purchased separately)
- Perform analysis of logs, traces and processor dumps
- Provide status updates to Customer. Follow up status until problem is closed

Level 4 (Engineering Support)

- Development, test and release of S/W and firmware corrections
- Provide Permanent Solution

Support Ticket Handling

PRIORITY LEVELS

The priority level given to a support ticket is based on the information provided by the customer in the Priority field and is defined as follows:

Urgent

- System is down or service is unavailable or severely degraded
- Safety issue
- No work around exists

High

- Service affected
- Ability to administer the product is lost
- No work around exists

Medium

- Ability to administer the product is affected and work around exists

Low

- Not affecting service or performance
- General questions, information documentation or firmware request

Repair and Return (R&R) Service

AudioCodes provides Repair and Return service relating to hardware of properly used Contracted Equipment for the contract period of this APSS Program so that they conform to the hardware specifications. The typical repair turnaround time is 10 business days (max 30 calendar days). The repair warranty is for the contract period of this APSS Program or 90 days from the date of shipment of the repaired product, whichever date is later. The APSS Program may be subject to a maximum extension/renewal period. The detailed and applicable RMA procedure and terms are available on AudioCodes' website ([RMA-Procedure-and-Terms](#)).

It is the customer's responsibility to ship the defective unit back to AudioCodes and AudioCodes' responsibility to return the repaired unit back to the customer. Shipment terms are DAP (Incoterms 2010) to AUDIOCODES WAREHOUSE according to the local office instructions using a traceable carrier.

Notes:

1. The Repair and Return service assumes an annual APSS contract in advance. To the extent the APSS Program does not immediately follow the expiry of the original factory hardware warranty or other hardware maintenance service, support service must be ordered for the period that the equipment was not covered (see Reinstatement Conditions above).

4 ADDITIONAL SUPPORT SERVICES AVAILABLE FOR PURCHASE

ADVANCE HARDWARE REPLACEMENT (AHR) SERVICE (Optional)

AHR is an add-on service to APSS that provides a replacement unit to the customer before the defective hardware is sent back to AudioCodes. Once the defective hardware is validated by the AudioCodes support team, the replacement unit will ship either the same or next business day. In the EU, in case an RMA is received by 1:00 PM CEST, the replacement part will be shipped out overnight. In case RMA is received after 1:00 PM CEST, replacement part will be shipped out on the next business day. For other destinations shipments may take more than one business day and further delays should be expected due to customs and other import clearance issues. Purchase of AHR service is subject to an activation period of up to 30 days to have stock available in local warehouses. For IP-Phone products this service only applies for AHR bundles for IP-Phone in USA and EU. Contact your AudioCodes sales representative to verify.

AudioCodes may invoice Customer for shipping costs in case Customer requests to ship the replacement part to a location, other than the Customer's pre-registered address.

It is the customer's responsibility to return the original defective product when the advance replacement is received. Customer should ship the defective product back to AudioCodes according to DAP (Delivered at Place) Incoterms 2010. If it is not returned for any reason, after fifteen (15) days AudioCodes shall invoice Customer for the product full purchase price. For US and EU-based customers, a prepaid return label will be provided for convenience.

All replaced products and parts shall become the property of AudioCodes upon receipt. Title and risk of loss to replacement parts/products shall pass to Customer upon shipment by AudioCodes (DAP Incoterms 2010).

Note: The AHR service assumes an annual contract in advance. To the extent the AHR relates to an APSS Program that does not immediately follow the expiry of the original factory hardware warranty, Customers may be requested to sign a declaration as to the good working condition of the equipment, are subject to a qualification period of 30 days from AHR purchase to be eligible to request advance replacement service under the newly purchased coverage.

5 CONTACT INFORMATION:

- Phone numbers and contact information can be found here: <https://www.audiocodes.com/corporate/offices-worldwide>
- Information for all AudioCodes Services can be found at: <https://www.audiocodes.com/services-support>

Thank you for Choosing AudioCodes Global Services

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