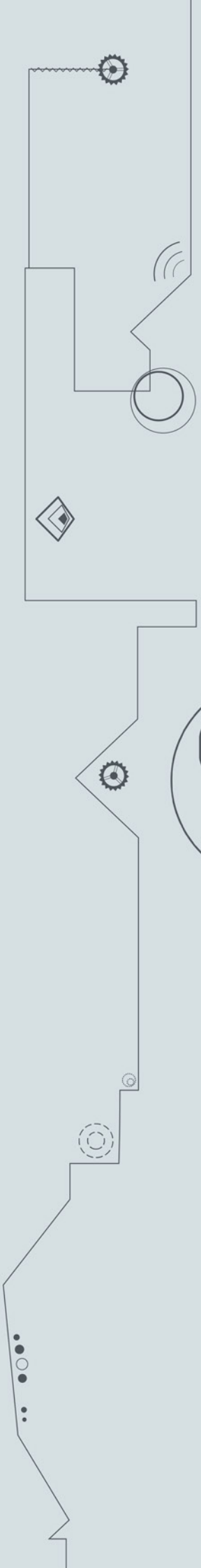




**CUBRO**  
NETWORK VISIBILITY

# CUBRO WARRANTY AND SUPPORT AGREEMENT

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## Introduction

Cubro offers Warranty and Support Agreement to cover the Cubro products purchased by the customer. This enables us to offer customers the trust and confidence they need for their systems. We recommend the customers to include these services in every purchase order of Cubro products.

Only those Cubro products listed on the invoice that you received from Cubro or our authorized reseller are covered under this Warranty and Support Agreement. The Warranty and Support are separate agreements. A Warranty Agreement is included in the purchase of the product without any extra charges. However, Warranty Agreement only covers support on (hardware) product conformance to specifications whereas a Support Agreement provides expertise, remote technical support and personal touch such as help in a software update to the customer. For instance, if a unit has any problem, the customer with only warranty will be required to ship the units for an investigation to Vienna. In such a case, the customer might end up paying more if the reason for the damage was the wrong software configuration or misuse. Cubro encourages the customer to invest in Support Agreement besides Warranty to get quick access to Cubro Technical Support.

Cubro is certified with ISO 9001 for quality management according to international standards and with ISO 14001 for managing the efforts to protect our environment.

## Warranty Agreement

Cubro's Warranty Agreement includes:

- ✓ Hardware warranty for TAPs, Network Packet Brokers, and other devices: 2 years (from the date of purchase stated on the customer's invoice)
- ✓ Hardware warranty for accessories: 1 year (from the date of purchase stated on the customer's invoice)
- ✓ Cubro warrants that the hardware products covered by this Warranty Agreement will function properly when used in accordance with normal and customary use of the products as intended by Cubro and in compliance with all instructions provided by us, subject to all of the terms and conditions of this Warranty Agreement.

## Warranty Agreement Conditions

If the product is not performing as originally intended for use, the customer should contact Cubro Technical Support team via Cubro Support Portal

<https://support.cubro.com/support/login>. If a Cubro Support Engineer confirms the error reported by the customer, then the customer is kindly asked to ship the product back to Cubro. In case, the returned units are covered by our Warranty conditions; then it will be repaired or exchanged by our discretion.



The customer is responsible for shipment to Cubro, while Cubro covers the shipment back to the customer site provided that the country of the destination is the same where the product was originally shipped.

The Warranty Agreement covers replacement or repair (at Cubro's sole discretion) in the case if a defect in material, workmanship or software arises under conditions of normal and proper use in accordance with our operating instructions (see Operation Manual). Any attempt of unauthorized repair or disassembling of products results in immediate cancellation of the Warranty for that product.

## Dead on Arrival (DOA) Policy

If the customer claims that the unit was DOA, they need to contact the Cubro Technical team under <https://support.cubro.com/support/login>. Cubro will accept DOA product from customer subject to the fulfilment of these conditions:

- ✓ Cubro Support team verifies the claim of the customer that the unit was DOA. This can happen either via remote access or according to other instructions by our support team.
- ✓ If the unit was purchased within 30 days, prior to the notification of the DOA product to Cubro.

If the above conditions are fulfilled, Cubro will ship a replacement unit to same shipment destination within 2 business days and the terms will remain the same as for the original shipment.

The customer must return the DOA unit in its original packaging and with all the accessories (also in original packaging). The unit has to be shipped back to Cubro within 30 days as per the shipment instructions provided by Cubro. Customer will pack the unit and help with the shipment and custom clearance procedure. Return shipments are only possible from original destination address where Cubro has shipped the units.

## Warranty Agreement Limitations

In addition to all other conditions, within the Warranty Agreement, the Cubro Warranty Agreement does not cover any product that has been damaged or rendered defective as a result of:

1. Use of the product other than for its usual and customary use
2. The failure of the customer to use the product in accordance with the component user manual(s)
3. Any modification or repair of the product by the customer or any other party other than Cubro
4. Any damage due to installation of third-party products
5. Any combination of the above



If Cubro reasonably determines after receipt of the unit, that the customer reported error is not covered by the Warranty Agreement (e.g. if units are physically damaged due to customer mishandling) the repair or exchange costs will be billed to the customer. The customer will be informed about the costs before the repair is performed. Whether the customer decides to get it repaired or not, the return shipment will be charged to the customer in this specific case.

## Warranty Agreement Renewal

The Warranty Agreement for Cubro TAPs, Network Packet Brokers and other devices (excluding accessories) is for two (2) years, and it can be extended to a total of five (5) years after purchase. For this extension of the Warranty, a separate agreement needs to be in place. The extension of Warranty Agreement is only possible when the warranty is still active.

## Support Agreement

The Support Agreement covers technical support and software maintenance. The Support Agreement provides expertise, remote technical support and personal touch such as help in a software update to the customer.

In case of any error or issue, the customer may contact the Cubro Technical team under <https://support.cubro.com/support/login>. Once the tech support has confirmed that the product is covered by an active Support Agreement, they will assist the customer in addressing the error in accordance with the Support Agreement conditions.

“Normal Business Hours” are Monday through Friday, 8:00 am – 6:00 pm local time at EMEA, North America, Singapore and Japan.

For Support outside of normal business hours, please contact Cubro for special Support Agreement.

## Support Agreement Conditions

These conditions state the terms under which Cubro will deliver technical support services.

- Cubro will make every reasonable effort to correct and resolve any Software problem that customer reports.
- Customers will be entitled to receive Software Releases, and Bug Fixes during the effective period of this Support Agreement. Customers registered for updates on Cubro’s Support Portal will receive an email notification for software releases. Both the Support Portal (<https://support.cubro.com/support/login>) and Cubro website (<https://www.cubro.com/en/>) have information on the latest released software versions. If a support team engineer confirms that a customer reported an error in software, Cubro will provide the customer a workaround or instructions for downloading a software correction.



• In order for the Software problem to be quickly analyzed, the Cubro technical support must have reasonable remote access to the Cubro equipment, which is claimed faulty. Any remote access will be done with the customer permission, and Cubro staff will access only those areas authorized by the customer. Remote access will be terminated once the issue is resolved or at the end of the remote connection window. Cubro shall have no liability to customer if Cubro's ability to render support is impaired by the customer inability to provide remote access.

## Support Agreement Options

Cubro offers three options for Support Agreements.

### Silver Support

**Cubro's Silver Support option includes:**

- ✓ Telephone Support:  
Business hours from 08:00 am until 06:00 pm CET (EMEA), EDT (North America), JST (Japan) and SGT (Singapore)
- ✓ 24x7 access to technical support on the homepage
- ✓ All software updates including new standard features (excluding paid options)
- ✓ Software releases, enhancements, corrections, bug fixes and modifications made to the software
- ✓ Investigation of damaged units after return to Cubro
- ✓ Access to technical documentation such as user guides, frequently asked questions
- ✓ Live technical telephone support is provided by telephone or email
- ✓ Onsite repair may be provided by a third party and subject to parts availability and geographical restrictions against payment
- ✓ Customer may purchase supplemental services for an additional fee
- ✓ Free repair for units covered by Warranty Agreement. In the case of no warranty, a repair will be quoted.

### Gold Support

Gold Support Agreement is only possible if the product is covered under the Warranty Agreement.

**Cubro's Gold Support option includes:**

- ✓ Everything covered under Silver Support
- ✓ In advance unit replacement (AUR), shipment within two (2) working days

After a customer reports the error in hardware and is qualified for AUR by a Cubro Support Team Engineer, Cubro will arrange delivery of the unit to the customer location. For all AUR shipments, Cubro will pay for freight to the customer's location. Customer will pay all taxes, duties, fees or other charges incurred in connection with the import of



the AUR, if applicable. Customer must return the suspect hardware to Cubro within 30 days after receiving the AUR. The customer is responsible for the payment of the return shipment. The unit claimed to be defective must be returned in the same packaging in which the AUR was provided. Cubro will not be responsible for any damage to the unit that occurs during the return shipment to Cubro. In the case the customer doesn't fulfill the obligation to return the unit, the customer will be billed with the then published list price of the AUR.

## Gold Support with 24/7

Gold Support with 24/7 Agreement is only possible if the product is covered under the Warranty Agreement.

### **Cubro's Gold Support with 24/7 option includes:**

- ✓ Everything covered under Gold Support
- ✓ 24/7 telephone and email support

## Support Agreement Limitations

### **The Support Agreement will not cover the following:**

- Cubro shall have no support obligations with respect to any hardware of third-party software product.
- Customer shall be solely responsible for the compatibility and functioning of non-qualified Products with the Software.
- The main operators of the product must be qualified and have previous knowledge of operating a similar product.
- Cubro shall in no event be liable for any incidental or consequential damages, nor recreation of data lost for any reason. It shall be the customer's responsibility to maintain current, usable backups of all data files and configurations of the unit.

## Support Agreement Renewal

The Support Agreement starts from the time of delivery. Support always needs to cover the entire period starting from delivery. This implies that if you decide to buy the Support Agreement for a product after four (4) years of its purchase, you would be required to pay for the previous years since the time of delivery.

Unless otherwise agreed to, by the parties in writing, the initial term for Gold Support and Silver Support will be the number of months specified in Cubro's quote. The support can be renewed for a maximum of five (5) years from the time of purchase. The Support Agreement will not be cancelled during the applicable term.

Customer can only renew the Support option which was originally purchased. If a customer wants to upgrade the option, contact Cubro [sales@cubro.com](mailto:sales@cubro.com).





## General Terms & Conditions

- 1. Invoicing, Fees, and Pricing** – Standard payment terms are valid for the fees for all support services. Payments are non-refundable. Expired Gold and Silver Support coverages may be subject to a reinstatement fee. Fees for Gold and Silver Support are stated on the price list or provided by the Cubro Sales team on the quotation.
- 2. Continuing Availability** – Discontinuation of a product will not have any influence on active Support Agreements.
- 3. Substitutions: Software Updates** – Cubro reserves the right to substitute functionally compatible products not affecting network configurations. Updates include all bug fixes and enhancements which become elements of the standard product.
- 4. Limitations and Exclusions** – Cubro is not obligated to provide updates containing additional features and enhancements other than defect corrections, or to provide Gold or Silver Support on software beyond one release back from the current version. Cubro is not liable for delays caused by third parties. Geographical restrictions or limitations may apply to the repair or support services described herein, and such services may not be available in all areas. If the customer has a party other than Cubro that makes repairs to the Cubro products, such acts will void any warranty related to the products. Cubro is not obligated to provide Warranty and/or Support with respect to claims resulting from the fault or negligence of the customer or a third party; improper or unauthorized use of the products; repair of products by a party other than Cubro or its authorized agreement or; any causes external to the products in combination with equipment or software not supplied by Cubro or recommended in the product documentation.

Functional upgrades such as faster processors, increased memory/flash, etc. are not covered under Gold or Silver Support and are separately chargeable at the then-current list price.

- 5. Repairs** – A Return Material Authorization ('RMA') number must be obtained by opening a support ticket under <https://support.cubro.com/support/login> prior to the return of defective Products for repair or replacement. If Cubro receives Products without a valid or correct RMA number or delivery note identified on the outside of the packaging of such products, Cubro will have no obligation to provide Gold or Silver Support with respect to such products. Prior to returning defective products to Cubro for repair or replacement, the customer must remove any confidential proprietary, or personal information, including without limitation, personal health information or personally identifiable information, as such is defined under applicable local law, regulation or directive, including without limitation.

Cubro is not responsible for any of customer's confidential, propriety, or personal information or removal thereof; lost or corrupted data; unit configuration or damaged or lost removable media. Unless otherwise agreed to by Cubro, (a) Cubro reserves the right to invoice the customer for customer's failure to return products under an RMA and (b) such invoice will be due and payable in accordance to agreed payment terms.

- 6. Confidential Information** – All technical and business information, including without limitation all software and updates provided by Cubro, contain valuable trade secrets of Cubro and constitute





confidential information. Customer agrees to protect the confidentiality of such information with the same degree of by which it protects its own such confidential information, but no less than reasonable. Customers may not provide access to or disclose confidential information to any third party without the prior written consent of Cubro.

7. Limitation of Liability – Cubro will not be liable to the customer for any special, consequential, indirect, or incidental damages of any kind resulting from the provision of products or support services hereunder. In no event will Cubro’s total liability to the customer for any other damages exceed the amount paid or payable for the product or support services giving rise to the claim.

### Outline of Customer’s Responsibilities

- Access to Products – Customer will grant the Cubro engineer remote access to Cubro’s products and any related system, networks or equipment reasonably necessary to enable the engineer to provide support.
- Access to information – Customer will cooperate and provide us with all relevant information related to the problem or issue which triggers the support so that Cubro technical support can provide adequate support.
- Software updates - Customer should make software updates based on the instructions provided by the Cubro Support team.
- Before shipping any hardware in accordance with the Warranty Agreement, the customer must back up the data on any hard drive(s) or any other storage device(s) in that hardware, remove any confidential, proprietary, or personal information (collectively, “Confidential Information”).

### Description

#### Warranty and Support Description

Service Options Info	Warranty	Silver Support	Gold Support	Gold Support with 24/7
Hardware telephone support CET, EDT, JST, SGT 08:00 AM - 06:00 PM	Yes	Yes	Yes	Yes
Software telephone support CET, EDT, JST, SGT 08:00 AM - 06:00 PM	No	Yes	Yes	Yes
Support platform with ticket system 24/7, <a href="https://support.cubro.com/support/login">https://support.cubro.com/support/login</a>	Yes	Yes	Yes	Yes
Software Bugfixes	Yes	Yes	Yes	Yes
Software feature Upgrades and Updates	No	Yes	Yes	Yes
In Advance replacement of Hardware, shipment within two (2) working day	No	No	Yes	Yes



Service Options Info	Warranty	Silver Support	Gold Support	Gold Support with 24/7
Unit repair cost, except misuse	Free of charge	Quote	Free of charge	Free of charge
24/7 telephone and email support	No	No	No	Yes

## Service Level Agreement (SLA) Response and Resolution Time

Description	Response Time	Time Call to Start Restore	Time Call to Temp Fix	Time Call to Permanent Fix
Error with service impact	2h	3h	1d	3d
Error without service impact	2h	3h	5d	10d

The above- mentioned SLA times are only for software (SW) related errors and are valid if Cubro technical team has remote access to the products. The time and days are for business hours and working days.

## Contact

Cubro customers receive a robust level of support from our expert technical team. Whether you have how-to questions, technical issues, or need ongoing information regarding an application; we give you fast, expert assistance. Amongst several of surveyed customers, Cubro Support is consistently ranked above the industry average in customer satisfaction. Meeting customer’s need is our primary goal. Our business strives to build healthy relationships with our customers by identifying their needs and providing the best possible solutions to them.

**Cubro Network Visibility**  
 Ghegastraße 3, 1030 Vienna  
 Austria  
 Tel.: +43 1 29826660  
 Fax: +43 1 2982666399  
 Email: [support@cubro.com](mailto:support@cubro.com)  
 Business Hours: 8:00 AM – 6:00 PM

**Cubro North America**  
 105 Strowger Blvd  
 Brockville, Ontario,  
 Canada, K6V 5K1  
 Tel.:613-213-0222  
 Email: [support@cubro.com](mailto:support@cubro.com)  
 Business Hours: 8:00 AM – 6:00 PM

**Cubro Asia Pacific**  
 8, UBI Road 2 #04-12  
 Zervex, Singapore - 408538  
 Tel.: +65-97255386  
 Email: [jl@cubro.com](mailto:jl@cubro.com)  
 Business Hours: 8:00 AM – 6:00 PM

**Cubro Japan**  
 8-11-10-3F, Nishishinjuku, Shinjuku  
 Tokyo, 160-0023 Japan  
 Tel.: +81-3-6403-5233  
 Email: [japan@cubro.com](mailto:japan@cubro.com)  
 Business Hours: 8:00 AM – 6:00 PM