

# Advance Hardware Replacement Service

## Description

Advance Hardware Replacement is a Service that entitles the client to receive advance replacement of the hardware product prior to Aperto® receiving the faulty item. Hardware will be shipped next business day after determination and identification of product failure from Aperto to client's site upon request. Within thirty (30) calendar days of the issuance of a Return Material

Authorization (RMA) or Service Repair Order (SRO), the client must return the inoperable unit or subassembly to Aperto. In the event the unit or subassembly is not returned in the above period, or is returned in an unacceptable condition, as defined in the terms and conditions of the sales agreement, the client must pay the list price per unit as stated in the current Aperto price list.

The client's failure to pay the price or return equipment promptly will result in the suspension of services by Aperto.

For equipment under warranty Aperto charges 50% of the standard repair price should the returned "defective" unit was found to have no fault found. The intent of this charge is to discourage clients from abdicating their troubleshooting responsibilities and return good units to Aperto. In order to achieve this intent jointly with the client, Aperto is to review the No Trouble Found (NTF) rates on a 6-month basis. If the rate for any 6-month period is higher than 10% of all the returns from the client, Aperto reserves the right to start the NTF charge in the next 6 months period until such rate goes below 10% average for 6 months. Aperto will provide written notification to the client in the event it intends to apply the fee identified in this paragraph.

## Service Responsibility at Start Date

- Provide the client with a welcome package with instructions on how to contact Aperto to obtain advance hardware replacement.

## Service Responsibility During the Service Period

- When the client requests advance hardware replacement, Aperto will ship the hardware within next business day.
- Aperto will deliver hardware to the site location provided on the Client Information Document. All delivery costs are borne by Aperto.
- Aperto will provide a Return Material Authorization (RMA) number or Service Repair Order (SRO) to allow the client to return the faulty product.
- Equivalent product will be shipped

## Obligations of Clients

- Unless instructed otherwise by Aperto, complete a "Client Information Document " for each site location, which requires service. Notify Aperto when contact information has changed.
- When technical phone support is required, notify Aperto per the instructions provided in the Aperto welcome package.
- Return to Aperto the original defective equipment within thirty (30) days from receipt of the replacement equipment.

## Term

Advance replacement can be purchased for Aperto equipment at any time during the standard product warranty period. Both single and multi-year terms are available.

## Limitation

The service is available to the client during the following hours: 8am to 5pm Pacific Time (-7GMT) Monday through Friday, business hours.

598 Gibraltar Drive • Milpitas, California 95035 • Phone 408.719.9977 • Fax 408.719.9970 • [www.apertonet.com](http://www.apertonet.com)

Aperto and PacketWave are registered trademarks of Aperto Networks. All other trademarks are the property of their respective owners.

©Copyright 2003 Aperto Networks 9/03 Rev. 1