



SPECTRA/SPECTRA2

Support & Maintenance Policy



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NETSCOUT reserves the right, at its sole discretion, to make changes at any time in its technical information, specifications, service, and support programs.

NETSCOUT SYSTEMS, INC.

3033 W President George Bush Highway

Plano, TX 75075 USA

469-330-4000 (voice)

<http://www.netscout.com/product/enterprise/test-optimization/test-tools-for-lab-and-production> (URL)

Contacting Customer Support for Upgrades and Decodes

For additional information about this release, upgrades, or to request decodes, contact:

Technical Assistance Center (TAC) – Plano, Texas USA

Serves North America, South America, Latin America, Asia, UK, Europe, Middle East, Pacific Rim and Africa.

469-330-4580 (Customer Support voice)

469-330-4617 (Customer Support fax)

nd-tac-us@netscout.com (Customer Support e-mail)

Table of Contents

1	Service & Maintenance Policy	3
1.1	Overview	3
1.2	Problem Reporting	4
1.3	SPR Classification & Response Times	4
1.4	Service Offerings	4
1.1.1	Premium	4
1.1.2	Standard	5
1.1.3	Time & Material	5
1.5	Support Services – Hardware & Software	5
1.1.4	Parts Repair & Replacement	5
1.1.5	Software Support	6
1.1.6	Support Communication Methods	6
1.1.7	Documentation	6
1.6	System Configuration Changes	7
1.7	Customer Responsibilities	7
1.8	Policy Terms	7
2	Appendix 1 – Product Lifecycle	9
3	Appendix 2 – Warrantable Parts	11

1 Service & Maintenance Policy

1.1 Overview

This Policy establishes the responsibilities of the parties with respect to support of NETSCOUT Systems, Spectra, Spectra2, and Spectra2|SE2 products and services. Three service offering options are available to the Customer:

- Premium
- Standard
- Time & Material

All newly purchased systems are delivered with a 1-year Premium warranty. Warranty period begins at the date of shipment from the NETSCOUT Systems USA location. Support and Maintenance renewal purchases are valid from the date of expiration.

1.2 Problem Reporting

Initial report of a problem shall be relayed to NETSCOUT by sending an e-mail to nd-tac-us@netscout.com or by calling the Technical Assistance Center (TAC) number at 1-469-330-4580 Option 1.

Acknowledgement of a customer report will be provided with a Case Number within one (1) business day US Central Standard time. Upon customer communication, TAC will open a System Problem Report (SPR) or System Product Enhancement (SPE) to document the reported anomaly if needed. For an SPR, TAC and the Customer will determine the priority of the reported problem or failure and classify the SPR as Critical, Major or Minor.

1.3 SPR Classification & Response Times

Critical – An anomaly or impairment that causes the NETSCOUT diagnostic product to become inoperable and where no “workaround” currently exists other than restoring a previous release or providing a new patch or release. The problem affects the Customer’s operations in a manner that requires immediate attention. Within one (1) business day, NETSCOUT will communicate a plan of intent of how we will resolve the issue. Actual resolution time will vary based on scale of work needed to resolve the issue.

Major – An anomaly or impairment that causes a subsystem of the NETSCOUT product to become inoperable but where there exists an acceptable “workaround” so that normal operations can continue without immediate resolution. Within seven (7) business days, NETSCOUT will communicate a plan of intent of how we will resolve the issue. Actual resolution time will vary based on scale of work needed to resolve the issue.

Minor – An anomaly or impairment that causes a negligible feature or function of the NETSCOUT product to be impaired or disabled. The result to the Customer is minimal or no impact to operations. Within seven (7) business days, NETSCOUT will communicate a plan of intent of how we will resolve the issue. Actual resolution time will vary based on scale of work needed to resolve the issue.

1.4 Service Offerings

1.1.1 Premium

Premium support offering includes the following support services:

1. Hardware Support – includes hardware technical support and may include shipping advance parts for replacement of warrantable interface cards and chassis. Should a warrantable part be diagnosed defective, NETSCOUT will replace this part under the terms of warranty with a comparable part as expediently as the information or diagnosis will allow
2. Software Support – includes technical support and software upgrades
3. Documentation – documentation is provided in the form of Release Notes
4. Telephone Support – 5x8 telephone support for hardware and software issues

1.1.2 Standard

Standard support offering includes the following support services:

1. Software Support – includes technical support and software upgrades
2. Documentation – documentation is provided in the form of Release Notes
3. Telephone Support – 5x8 telephone support for hardware and software issues

1.1.3 Time & Material

Time and Material support offering includes technical support, supporting problem identification. Software or Hardware upgrades are NOT available under the Time and Materials service offering. Should an update be desired, a Support and Maintenance Policy service offering must be purchased.

1.5 Support Services – Hardware & Software

Hardware and Software support services includes the tracking of all Customer calls, problem diagnosis and cause isolation, including required troubleshooting activities. Once a problem has been diagnosed, NETSCOUT will recommend a corrective action or a “workaround” for the problem, which may include a new Software revision release.

1.1.4 Parts Repair & Replacement

1.1.4.1 Premium

A Returned Material Authorization (RMA) number based upon diagnosis and quality assessment process will be assigned. An RMA form with instructions will be provided to the customer. The Customer is responsible for all costs of insuring and shipping the equipment to NETSCOUT including any Customs Clearance if applicable. NETSCOUT will pay for and insure the returned shipment to the Customer.

NETSCOUT may ship (pre-paid) an advanced assembly/component from receipt of Customer’s notification and assignment of an RMA number based upon diagnosis and quality assessment process. Any advanced replacement requirement will be documented during the call and resolved during TAC normal business hours. If TAC does not receive the failed assembly or component within thirty (30) days of the sending of the replacement assembly or component, NETSCOUT will invoice the Customer at the then- current list price for the replacement assembly or component.

1.1.4.2 Standard

Not applicable; Time and Material apply.

1.1.4.3 Time & Material

Failed parts will be repaired or replaced following receipt of the failed part by NETSCOUT. A ninety (90) day Warranty is provided on the repaired or replaced hardware. Warranty period begins at the date of shipment from the NETSCOUT Plano, Texas USA location. The Customer is responsible for costs of insuring and shipping the equipment to NETSCOUT including any Customs Clearance if applicable. The Customer will be billed for return shipment or the Customer may provide preferred shipper account information prior to return.

1.1.5 Software Support

1.1.5.1 Software Technical Support Limitations

NETSCOUT software development support is routinely available for the current and the immediately prior major software release. Technical telephone support will be provided for operational questions or problems for all software releases. A solution for software issues with release versions outside of these parameters may require an upgrade to the current software release.

1.1.5.2 Software Upgrades

Software upgrade support is available to migrate from a previous version software release to the most current version release. For the Premium, and Standard Customer, the Customer may receive the software upgrades upon request submitted to TAC. The Customer is responsible for ensuring that their product meets the minimum hardware requirements for an upgrade release being requested. For any software upgrade release that requires additional hardware, the Customer must purchase the additional hardware. Only the features that are part of the installed baseline of the product will be upgraded at no cost.

1.1.6 Support Communication Methods

TAC will provide telephone or email assistance to resolve both hardware and software issues Monday through Friday during normal business hours (7AM to 5PM US Central Standard Time) fifty-two weeks per year, excluding NETSCOUT holidays, a list of which will be provided on request.

1.1.7 Documentation

NETSCOUT will make available, as applicable, release notes and/or other documentation associated with a software release prior to an upgrade installation. The Customer may review the notes prior to electing to proceed with an upgrade release.

1.6 System Configuration Changes

Systems shipped warranty as configured. Should a customer attempt to reconfigure systems on their own, will automatically void any current warranty on their product.

- Returned systems for warranty work will first be inspected to ensure system is to original configuration
- Differences found will be presented to Customer for approval of Time and Material work
- The only exception of the above noted policy is if Customer Support has provided written authorization (e.g. email) of approval to move or replace any hardware item in a system
 - The written approval must be logged in the NETSCOUT support database. Approval will at minimum contain the following information:
 - Date and time of approval
 - Party approved (e.g. NETSCOUT TAC, Customer with customer representative and title)
 - Equipment and serial number of approved items for move or replacement

1.7 Customer Responsibilities

In order for NETSCOUT to maintain the equipment in an effective and efficient manner, the following Customer responsibilities are mandatory. The Customer shall:

- Ensure that those individuals reporting problems to NETSCOUT have read all applicable manuals and documentation for proper use and application of the Hardware and Software.
- Should always treat the Spectra systems as instruments versus standard computer system in terms of power cycling. Spectra systems contain purpose built hardware modules that need to be handled as recommended in User Guide.
- Return all RMAs to TAC using appropriate shipping containers and proper packing materials (anti-static, ESD approved, etc.) to prevent hardware damage during shipment.
 - RMA shipments should be insured for damage during shipping. NETSCOUT will pay for and insure the returned shipment to the Customer
 - For non-warranty customers, the Customer will be billed for return RMA shipment
 - Additional responsibilities and information are in the RMA form that is provided when the Customer RMA number is assigned
 - The repair center for NETSCOUT is located in Plano, Texas USA.

1.8 Policy Terms

The term "Order" as used in this Policy shall mean Customer's Purchase Order or any other request submitted by Customer to NETSCOUT for maintenance and support services. This Support and Maintenance Policy is automatically incorporated by reference and made a part of Customer's Order upon NETSCOUT written acceptance of the Order. Order terms that are in addition to or that conflict with those contained in this Policy shall not apply unless expressly agreed to by both parties under separate correspondence. Upon Customer's receipt of NETSCOUT acceptance of the Order, Customer has ten (10) working days to notify NETSCOUT of any objections to the Policy. Customer's non-response after ten (10) working days shall be deemed to be Customer's concurrence with the Policy terms and conditions and NETSCOUT will commence performance in accordance with the Order.

NETSCOUT obligation to provide support is strictly limited to those obligations specifically contained in this Policy. NETSCOUT may modify the support services offerings specified above at any time. All modifications shall become effective at the next annual renewal date.

Both parties agree that any technical, business or financial information provided to the other party during performance of support service hereunder shall be held in confidence. The parties shall not disclose such information to any third party and/or copy, merge, modify or reverse engineer the other party's software. The parties shall treat all confidential information and software disclosed hereunder with the same degree of care as it does its own similar information and software and shall use such only for the purposes of performance hereunder. The disclosing party shall cooperate in prosecuting any claims against third parties for unauthorized use and shall bear the costs of pursuing those claims. The party whose confidential information has been disclosed is entitled to obtain an injunction prohibiting the further breach of this Agreement.

NETSCOUT SUPPORT FOR THIRD PARTY PRODUCTS, EXCEPT AS PROVIDED HEREIN TO THE CONTRARY, SHALL BE LIMITED TO THAT THIRD PARTY EQUIPMENT AND SOFTWARE SUPPORT WHICH IS LEGALLY ASSIGNABLE BY NETSCOUT TO THE CUSTOMER. EXCEPT AND TO THE EXTENT EXPRESSLY PROVIDED IN THIS POLICY, THERE ARE NO WARRANTIES, EXPRESSED OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. NETSCOUT EXPRESSLY DISCLAIMS ALL WARRANTIES NOT EXPRESSLY STATED HEREIN.

NETSCOUT specifically denies any liability for incidental, special, indirect or consequential damages, expenses, lost profits, lost savings, interruption of business or other damages of any kind or character whatsoever resulting from NETSCOUT products and services hereunder. Customer shall have no remedy, and NETSCOUT shall have no liability, other than as expressly agreed to in writing. NETSCOUT maximum liability for an Order placed hereunder is limited to the amount paid by Customer for the Order less the pro-rated amount based on service time beginning after the effective date of the Order but prior to the claim. No action, regardless of form, arising out of or related to the Order may be brought by either party more than one (1) year after the injured party has knowledge of the occurrence that gave rise to the cause of such action.

Either party may terminate the Order if the other party fails to perform any material obligation required under the Order. In such event, the non-breaching party shall deliver written notice of such breach to the breaching party allowing thirty (30) days to cure such breach. In such case, termination of the Order shall become effective if the breaching party ceases its good faith attempt to cure the breach, or if the breach is not cured within ninety (90) days from written notice of such breach.

Neither party shall be deemed to be in breach of its obligations under the Order or be liable to the other party for any failure or delay caused by force majeure including but not limited to unforeseen events beyond its reasonable control such as fire, flood, natural disaster, or war. Should any event of force majeure prevent performance hereunder for a period of more than sixty (60) days, the parties' shall be entitled by notice to reschedule the work to be performed under the Order, to terminate the Order or to put it on hold until the condition is cured.

General Obligations of the Parties

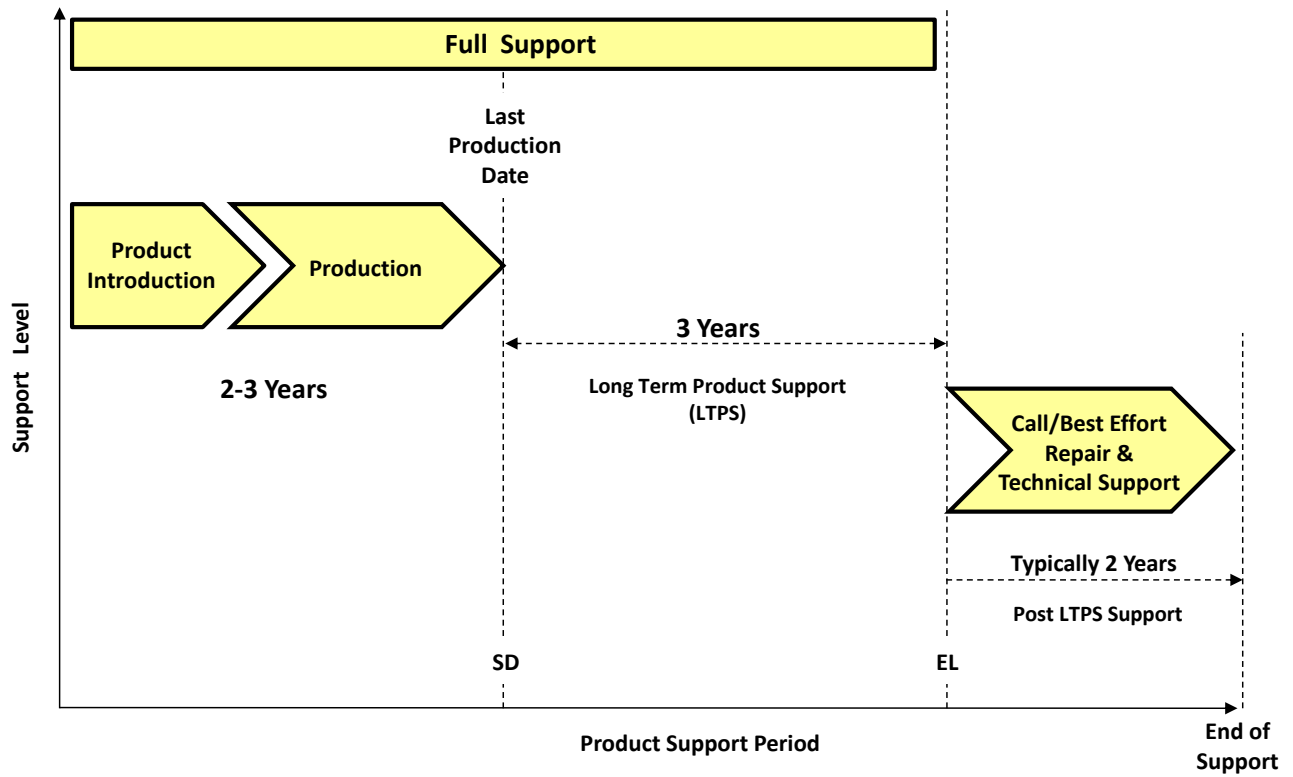
- Customer shall give NETSCOUT personnel or its subcontractors reasonable access to facilities to allow performance hereunder
- Both parties shall act as independent contractors in the performance of their respective duties hereunder
- Neither party shall directly solicit employees of the other party for hire during the term of the Order or any renewal term thereof

The rights and obligations of the parties shall be governed by and construed in accordance with the laws of the State of Texas, United States of America, without regard to conflict of law principles, except as to copyright and trademark matters, which are covered by United States copyright laws.

2 Appendix 1 - Product Lifecycle

From purchase to retirement, from installation through upgrades, you can rely on NETSCOUT for comprehensive support throughout the lifecycle of your product. Most of our products remain in production for a period of two to three years, followed by a long-term product support (LTPS) period of three years in post-production. Some of our products are even readily supported after that time. Additional services vary by product and support capacity.

Product Portfolio – Service Capability



Legend

GA	Generally Available	MD	Manufacture Discontinue
LS	Limited Supply	EL	End of Life
SD	Supply Depleted		

3 Appendix 2 – Warrantable Parts

Chassis		Software							Cards														Support & Maintenance										
		Spectra2				Spectra		Spectra2 LTE	IPSMi			TSMi		SNI	WTi				STi		NSI	DSP	Spectra2 / Spectra			Spectra2 LTE							
Model	Lifecycle Status	8.6 SP2	8.6	8.5	8.4	5.5	<= 5.4	5.0	1G Gen2	10G Gen2	1Ge	10Ge	T1/E1	OC3	SNIv3	GigE - Copper	T1-E1	RTP	OC-3	D5-3	Fast Ethernet	FE / 4x T1E1	NSI	DSP	XL3 Premium	Premium	Standard	Time & Material	Premium	Standard			
XL3	GA	Y	Y	Y	Y	N	N	N	Y	Y	Y	N	N	N	N	N	N	N	N	N	N	N	N	N	N	Y	NO	NO	NO	NO	NO	NO	
3U	GA	Y	Y	Y	Y	N	N	N	Y	Y	Y	Y	Y	Y	N	N	N	N	N	N	N	N	N	N	N	NO	YES	YES	YES	NO	NO	NO	
3U - LTE	GA	N	N	N	N	N	N	Y	N	N	Y	Y	N	N	N	N	N	N	N	N	N	N	N	N	N	NO	NO	NO	NO	YES	YES	NO	
PCle-1	EOL	Y	Y	Y	Y	N	N	N	N	N	N	N	Y	N	N	N	N	N	N	N	N	N	N	N	N	NO	NO	YES	YES	NO	NO	NO	
2U	EOL	Y	Y	Y	Y	Y	N	N	N	N	N	N	N	N	Y	Y	Y	Y	Y	Y	Y	Y	N	Y	Y	NO	NO	YES	YES	NO	NO	NO	
XL2	MD	Y	Y	Y	Y	Y	N	N	N	N	N	N	N	N	Y	Y	Y	Y	Y	Y	-	Y	Y	Y	Y	NO	YES	YES	YES	NO	NO	NO	
XL	EOL	Y	Y	Y	Y	Y	N	N	N	N	N	N	N	N	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	NO	NO	YES	YES	NO	NO	NO	
P4 2.4 Ghz Rackmount	EOL	Y	Y	Y	Y	Y	Y	N	N	N	N	N	N	N	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	NO	NO	YES	YES	NO	NO	NO	
P4 2.4 Ghz Portable	EOL	Y	Y	Y	Y	Y	Y	N	N	N	N	N	N	N	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	NO	NO	YES	YES	NO	NO	NO	
Lifecycle Status		GA	GA	MD	MD	LS	MD	GA	GA	GA	LS	GA	GA	GA	EOL	EOL	EOL	EOL	EOL	EOL	EOL	EOL	EOL	GA	EOL								
Introduced in S2 SW Release:									8.1	8.1	8.0	8.0	8.0	8.0																			
Introduced in S2 LTE SW Release:									5.0	5.0																							
Upgrade Path		-	8.6 SP2	8.6 SP2	8.5 SP2	-	5.5	NA																									



Once a system has gone off of a Premium Support & Maintenance policy, the system CANNOT be placed back under Premium Support & Maintenance. The only option available for that system is to be placed under a Standard Support & Maintenance policy or to purchase Time & Material.

LEGEND

GA	Generally Available
LS	Limited Supply (available for purchase but limited hardware is available)
SD	Supply Depleted (hardware no longer available for new purchases)
MD	Manufacture Discontinue (only replacement option is to upgrade)
EOL	End of Life
Dev	In Development