

ARRIS Technical Services Terms and Conditions

The following Technical Services Terms and Conditions shall apply to Support, Repair, and Professional services provided by ARRIS to Customer.

- Service Contracts.** ARRIS will provide to Customer Service Contracts for Products based on the fees set forth in an applicable Schedule. In the event ARRIS determines that the parties do not need to execute a Schedule for such Services Contracts then the fees for the Service Contracts shall be set forth in ARRIS's valid quotation for such Service Contracts. Service Contracts do not include support for any third-party equipment or software that has not been provided by ARRIS, even if such third party equipment or software are used in conjunction with the Products and has been recommended by ARRIS for use with the Products. ARRIS may also require certification for Products prior to any provision of Support and Repair in the event of any of the following: (a) Customer installed or reinstalled the Products without ARRIS's direct involvement or assistance (b) the Products have not been under continuous Support Services with ARRIS; (c) Customer has relocated ARRIS-installed Products without ARRIS's assistance or (d) Customer obtained support for the Products from any entity other than ARRIS.
- Service Contracts Term.** The initial term for Service Contracts for Products shall commence upon the date of invoice the Products or upon acceptance depending on the Customer's Products Terms and Conditions. Upon expiration of any initial Service Contracts term, such Service Contracts will automatically renew for additional terms of one (1) year each unless either party has given the other party written notice of its intent to terminate Service Contracts at least sixty (60) days prior to the expiration of the current term. ARRIS will provide Customer with a quote for the renewal term and Customer shall have thirty (30) days from the date of the quote to pay for such renewal term. Fees for any renewal term shall be as set forth in the applicable Schedule (or ARRIS's valid quotation for such Products purchased without a Schedule, as determined by ARRIS). Fees for the current term or any renewal term may be adjusted at any time pursuant to an addendum to the applicable Schedule and/or a Customer purchase order for any changes, including but not limited to, new Hardware, software, licenses, configuration changes, number of licensed units (e.g. users, channels, devices, subscribers, etc), use of Products, and additional Products.
- Reactivation of Service Contracts.** If Customer chooses not to renew Service Contracts, Customer may subsequently reactivate such Service Contracts at any time upon execution of a new Schedule and/or payment of the fees for the new term, plus an amount equal to the Service Contracts fees that Customer would have paid to date if Customer had remained under continuous Service Contracts with ARRIS.
- ARRIS Installation of Hardware and/or Software or Firmware Products.** If ARRIS is to install Hardware and/or Software or Firmware Products at Customer's site, ARRIS shall prepare a Statement of Work (SOW) to the Products Schedule. Customer shall be responsible for conforming and maintaining Customer's site to the requirements set forth in the SOW, including any modifications or additions to the site, or the acquisition, installation and configuration of any specified third party equipment, software, or services. Customer

shall be solely responsible for all costs related to preparing and maintaining its site. Prior to installation of the Products, ARRIS shall inspect the site to determine the site's readiness. ARRIS shall promptly report to Customer any non-conformities or additional site requirements, and installation of any Products and delivery of any related implementation Services shall be conditioned on Customer's prior completion of all such preparation requirements and ARRIS's certification of such site preparation. Site preparation and certification shall apply each time such Products are moved to a new site, and in certain situations, may require additional implementation Services pursuant to a separate SOW.

5. **Software Updates and Upgrades.**

Emergency Software Update* or "ESUP" means a release of software, the intent of which is to resolve an ARRIS product defect that is severely impacting ongoing Customer business operations.

Maintenance Software Update* or "MSUP" means a scheduled release of software, the intent of which is to resolve a number of ARRIS product deficiencies that may be causing minor impact to ongoing Customer business operations.

New Feature Software Release* means any release of software that contains new features and is not an Optional Software Feature.

Optional Software Release* means a new software release that increases the functionality of the Software and is available at an extra cost. Optional Software Releases are not included with the purchase of a technical support contract.

*ARRIS supports the current New Feature Software Release as well as the previous two New Feature Software Releases. Releases older than 5 (five) years, except during the active lifecycle of the product, will not be supported even if they are one of the previous two.

6. **Technical Support Services:**

6.1 Technical Support Reporting Procedures. ARRIS will respond to questions regarding use of the Products through the following reporting procedures outlined in the ARRIS Technical Services Statement of Work which provides specific details about ARRIS technical support locations and policies around the world.

6.2 Errors:

(a) Error means any nonconformity in the Product, other than any errors or problems arising under Section 11 of these Service Contracts Terms and Conditions.

(b) Error Correction means a modification or addition that, when made or added to the Product, corrects the Error, or a procedure or routine that, when observed in the regular operation of the Product, avoids the adverse effect of such Error. ARRIS will provide Error Corrections for Errors which are verifiable and reproducible in the current version supported by ARRIS, running on an appropriate Hardware and operating system configuration. Error Corrections, including workarounds and fixes, are considered Software or Firmware Products for purposes of this Technical Services Terms and Conditions and shall be subject to its terms and conditions.

(c) Error Classifications means the following severity levels:

Priority E1 Error(s) in the Product causes the Network to become inoperative or causes a major business disruption

Priority E2 Error(s) in the Product causes significant restrictions in the use of the Product. There may be intermittent loss of connectivity, or a serious software problem causing impact on business operations. Work around may be available but is awkward to implement

Priority E3 An individual feature of the Product is not performing properly. There is no network outage. There may be a configuration/management issue and a work-around may be available

Priority E4 There is no network outage. There may be a nuisance problem or a design or documentation problem that does not have a substantial impact on the functionality of the Product

(d) ARRIS will provide Error Corrections for Priority E1 Errors in the Products on a seven (7) day week/ twenty-four (24) hour basis reported by Customer in accordance with ARRIS's standard reporting procedures and such Errors will be categorized according to their criticality and impact upon Customer's business operations. ARRIS will use commercially diligent efforts to resolve such Errors within the following target timeframes:

Priority	Error Description	ARRIS Response Level to Error
E1	Network inoperative, major business disruption	Immediate and continuous
E2	Intermittent loss of connectivity, or a serious software problem causing impact on business operations. Work around may be available but is awkward to implement	Resolved in days time frame
E3	No Network outage,	Resolved in weeks

	Configuration/Management issue, work around available	time frame
E4 (No Network outage, nuisance problem	Resolved in months time frame

e

- (e) Error Correction, when completed, may be provided in the form of a temporary fix, consisting of sufficient programming and operating instructions to implement the Error Correction. Such fixes will be distributed to Customer, using a method chosen by ARRIS (mail, fax, bulletin board, Internet and/or electronic mail).
- (f) Customer shall be responsible for any Errors in the Products which are proven to be caused by errors or malfunctions in equipment or software that have not been supplied by ARRIS under this Agreement. ARRIS retains the right to charge Customer for the total verifiable number of hours that ARRIS personnel spends in the troubleshooting and diagnosis of errors or malfunctions in non-ARRIS supplied equipment or software at ARRIS's then current hourly rate plus any applicable expenses.

7. **On-site Support.** ARRIS will provide on-site Support for the Products if ARRIS determines, in its reasonable discretion, that an on-site visit is required to resolve the specific Product issue. Customer shall provide ARRIS with (i) safe access to the Products, (ii) adequate working space, and (iii) access to Customer facilities and personnel as reasonably necessary for ARRIS to service the Products. If ARRIS determines the cause of the problem was not the Product(s), Customer shall reimburse ARRIS for all charges reasonably incurred, including engineering time at ARRIS standard rate, as well as reasonable lodging and travel expenses of ARRIS personnel while traveling and at Customer's site.

8. **Shipment and Replacement of Defective Hardware Products.**

8.1 In the event of a Hardware failure, Customer shall notify ARRIS and ARRIS will provide Customer with a Return Material Authorization (RMA) number. Hardware failures will be replaced per the table below.

DOA: Hardware fails within the first 30 calendar days of being shipped from ARRIS to the customer.

In-Warranty: Hardware fails after the first 30 calendar days of being shipped from ARRIS to the customer but before the expiration of the Hardware warranty.

Out-of-Warranty: Hardware fails after the expiration of the Hardware warranty.

Failure Type	Replacement Shipped	Replacement Fee
DOA	After RMA assigned, w/in two business days	none
In-Warranty	After RMA assigned, w/in 30 days of ARRIS's receipt of the defective unit	none
Out-of-Warranty	After RMA assigned, w/in 30 days of ARRIS's receipt of the defective unit	Priced per-repair or by repair contract

- 8.2 If Hardware is replaced under a DOA or Advanced Replacement Repair Contract, Customer must return the defective Hardware Product unit to ARRIS within forty-eight (48) hours of receipt of the replacement unit.

If the defective Hardware is not returned within the required time frame, Customer will be obligated to provide a purchase order for the list price of the equipment and may be placed on RMA hold.

- 8.3 During the warranty period, ARRIS will provide the customer with the following return and repair services per the descriptions and procedures below.

Note: The standard warranty does not apply to items normally consumed in operation, such as lamps, and fuses, or to missing parts. ARRIS' sole obligation and the customer's exclusive remedy under this contract are limited to the replacement or repair, at ARRIS' option and expense, of the defective hardware. Such obligation and remedy is conditional upon the hardware not having been defaced, altered (other than as a result of customary installation) or repaired by any party other than ARRIS without the written consent of ARRIS, and the defect not being the result of mishandling, abuse, misuse or improper storage, installation, operation, or maintenance, or other causes not attributable to ARRIS and upon the hardware not having been damaged by fire, explosion, power failure, or any act of God, nature or public enemy. The removal of date code labels, identification labels or the breaking of warranty seals voids the coverage.

- (a) ARRIS customers may return defective hardware to ARRIS for replacement. Replacement hardware may be new, or at ARRIS' option, reconditioned to perform as new. Hardware is replaced on a "like-for-like" basis, meaning the customer's actual defective unit will not be repaired and returned. Rather, a "like" unit will be returned. Items normally consumed in operation such as lamps or fuses and hardware upgrades (except mandatory ones) will not be replaced.

- (b) Prior to the return of ARRIS equipment, the customer will request a Return Material Authorization (RMA) number. ARRIS will not be obligated to ship replacement hardware and the customer will not return hardware to ARRIS without reference to a valid ARRIS RMA number. RMA requests may be made to ARRIS via telephone or email per the Repair Services Contacts that follow.
- (c) The customer will bear the freight and insurance charges for the shipment to ARRIS of the defective hardware, and the customer shall bear risk of loss or damage until ARRIS receives the defective hardware.
- (d) ARRIS will bear the freight and insurance charges for the shipment to the customer of the replacement hardware, and ARRIS shall bear risk of loss or damage until the customer receives the replacement hardware.
- (e) The customer shall bear any customs duties and taxes associated with the shipment of replacement hardware to the customer.
- (f) Clear and unencumbered title to the defective hardware will pass to ARRIS upon receipt of the hardware by ARRIS.
- (g) Defective units will be screened upon arrival at the ARRIS Repair Facility. Units found to be not defective, or No Problem Found (NPF), may be subject to a percentage-based fee, if the number of NPFs rises above 15%.
- (h) Repaired units come with a 90-day warranty from the date of the replacement hardware shipment from ARRIS or with the remaining original warranty, whichever is longer.
- (i) Replacement hardware will be shipped from an ARRIS site within a target response time of 30 calendar days from the receipt of reasonable quantities of the defective unit at the designated ARRIS location. Due to factors outside of ARRIS' control (e.g., local customs requirements), the shipment arrival date at the customer site cannot be defined.
- (j) Customer shall place the RMA number on the outside of the package for identification purposes. Customer is responsible for proper packaging and for inbound shipping charges. If Customer fails to adhere to these instructions, Customer will be obligated to provide a purchase order for the list price of the equipment and may be placed on RMA hold.

9. Customer Responsibilities.

- 9.1 Customer must notify ARRIS of any defects or Errors in the Products by reporting the defect or Error to ARRIS's Technical Support team. If the problem is related to a Hardware Product, the notification must include the description of the defective part

and the serial number of the unit and software revision. If the problem is related to a Software Product, Customer must provide the name of the Software Product and the version number when reporting the performance issue. Customer shall reasonably cooperate with ARRIS to reproduce any Errors or defects, shall provide ARRIS with reasonable access to the site and all applicable systems, and shall provide such supporting documentation, print outs and downloads as ARRIS reasonably requests to reproduce and troubleshoot the reported Error or defect.

9.2 Customer shall provide ARRIS with approved remote VPN access to certain ARRIS Products. ARRIS must be given appropriate levels of security and access to accomplish, by way of example and not limitation, the following:

- (a) Ability to perform diagnosis, change system configuration settings, etc;
- (b) Allow ARRIS to run monitoring scripts;
- (c) Capture system logs, view configuration files, etc;
- (d) Determine Software Product versions; or
- (e) System access to audit license compliance, etc.

9.3 Customer is responsible for procuring, installing and maintaining all telephone lines, communications interfaces, and other equipment necessary to operate the Products.

9.4 Customer shall establish and maintain, and shall be solely responsible for the accuracy and effectiveness of back-up and recovery procedures that are external to the Products for reconstruction of lost or altered files, data, or programs.

9.5 Customer agrees to perform routine preventative maintenance and cleaning and to comply with ARRIS's operating and troubleshooting instructions, in each case in accordance with the "ARRIS Technical Services Statement of Work" or the instructions in the product documentation.

9.6 Customer is specifically required to notify ARRIS of any changes made by Customer or its agents to the Products.

10. **Out-of-Scope Support.**

10.1 Relocation or Reconfiguration of Products

- (a) **ARRIS On-Site Assistance.** When ARRIS on-site assistance is required to support the relocation or reconfiguration of ARRIS Products, Customer agrees to (a) give ARRIS 30 days written notice prior to moving or reconfiguring any Products, (b) allow ARRIS to supervise the de-installation and reinstallation or reconfiguration of the Products at ARRIS's then current rates and charges, and (c) pay charges for labor, transportation, freight insurance and site preparation associated with any relocation, and reimburse ARRIS for all of ARRIS's reasonable travel and living expenses incurred by ARRIS personnel to make any on-site visits.

- (b) ARRIS Remote Assistance. When ARRIS is not required to be on-site to support the relocation or reconfiguration of the ARRIS Products but is needed to provide remote telephone support, Customer agrees to (a) give ARRIS 72 hours advance notice prior to moving or reconfiguring any Products and (b) pay ARRIS's then standard rates for the telephone support services provided.
- (c) If Customer elects to move or reconfigure the Products without ARRIS supervision or telephone support, then Customer will be obligated to provide a purchase order per ARRIS's quote for any Services or replacement parts necessary to put the Products in operational condition and recertify the installation. The availability of resources to provide these necessary services to return the Products to an operational condition shall be at ARRIS's sole discretion.
- (d) Products shall continue to be covered under Service Contracts provided (a) that the new site and/or new configuration has been certified by ARRIS, and (b) Customer has paid for all Services associated with the Product move or reconfiguration.

10.2 Any other Services requested by Customer which are beyond the scope of Service Contracts under this Agreement may be provided at ARRIS's sole discretion per ARRIS's quote and Customer's purchase order, subject to parts, resource and Service availability. Any out of scope Services agreed to by ARRIS shall be provided under the Professional Service Terms and Conditions hereunder. Other examples of out of scope Services include, and are not limited to, modification of Products, support or installation for modified Products or custom developed code including Software Product interfaces, even if developed or provided by ARRIS.

11. **General Exclusions to Service Contracts.** ARRIS's provision of Service Contracts is contingent upon Customer's proper use and care of the Products. ARRIS shall have no obligation to provide Service Contracts in the event of:

- (i) Errors in any version of the Software Product which have been resolved by a generally released Update to such Software Product;
- (ii) alterations, modifications, customizations, unauthorized repairs, or any additions or changes to functionality or configuration not certified by ARRIS;
- (iii) misuse, accident, damage resulting from acts of nature, or neglect; failure to follow prescribed maintenance procedures;
- (iv) attachment of third party Hardware or software not certified by ARRIS, or use of the Products in combination with any third party software, Hardware or other systems not certified by ARRIS or under industry standards such as DOCSIS;
- (v) failure to maintain the specified environmental operating conditions for the Products;

- (vi) relocation of certain Products, unless otherwise agreed in writing, including but not limited to Products which have been relocated to a public exhibition hall or trade show facility;
- (vii) failure to maintain a minimum configuration or the Software Product version currently supported by ARRIS, including any failure to install any mandatory Software Product Updates provided by ARRIS;
- (viii) failure to maintain proper backup and recovery procedures;
- (ix) any errors arising in connection with data conversion or importation; or
- (x) any act of Force Majeure as described in the General Terms and Conditions.

Supplies and accessories, such as media, and unsupported options, releases or configurations are also not covered under Service Contracts.

12. **Discontinued (EOL) Hardware Products.** ARRIS, in its sole discretion, shall have the right to discontinue Products at any time during the term of this Agreement, provided that ARRIS gives Customer one hundred twenty (120) days prior written notice. ARRIS shall use reasonable commercial efforts to continue to provide replacement parts and technical, support for any discontinued Hardware Product for a period of five (5) years from the date such notice to Customer.

PROFESSIONAL SERVICES TERMS AND CONDITIONS

The following Professional Services Terms and Conditions shall apply to Professional Services provided by ARRIS to Customer under Schedules which have been executed by the parties.

1. **Professional Services.** ARRIS will provide to Customer the Professional Services described in a Statement of Work for the fees set forth in such Statement of Work. Each party agrees to appoint a representative to coordinate its respective activities for Professional Services under each Schedule. Customer agrees to provide ARRIS with all cooperation, materials, access, information and personnel necessary or desirable to implement the Professional Services for Customer. Any change requested by either party to the scope of Professional Services must first be set forth in a change order and executed by the parties prior to the commencement of such changes. Each change order will reflect the agreed upon changes and any adjustment in the schedules and fees.

2. **Ownership of Work Product.**
 - 2.1 "Work Product" shall mean all deliverables created, modified, developed and/or provided by ARRIS pursuant to a Schedule. Unless otherwise expressly agreed to in writing by the parties in an executed Schedule, all Work Product provided by ARRIS under a Schedule, including by way of example and not limitation, products, tools, manuals, software programs, documentation, algorithms, methodologies, notes, reports, records, drawings, data, processes, techniques or know how, shall be the sole and exclusive property of ARRIS.

 - 2.2 Title to and ownership in the Work Product does not extend to Customer materials that may be incorporated into the Work Product. "Customer Materials" shall mean any Intellectual Property owned or licensed by Customer in existence prior to the date of the applicable Schedule. Customer Materials shall remain the sole and exclusive property of Customer or its licensors.

 - 2.3 Provided Customer has paid all fees as set forth in an applicable Schedule for Work Product, Customer shall have a royalty free, nonexclusive, nontransferable right and license to use the Work Product for Customer's internal use to the extent necessary to enable Customer to exercise its rights under the applicable Schedule and to any applicable Products and Software provided to Customer under this Master Agreement. Customer may make one copy of the Work Product for archival or backup purposes only and shall include all existing copyright and other proprietary notices in such copy. All right, title to and ownership of all applicable intellectual property rights in the Work Product, including but not limited to patents, copyrights and trade secrets shall remain with ARRIS, and Customer agrees not to attempt to acquire any other rights or transfer any ownership rights in the Work Product. The above rights extend to any accompanying printed materials and online or electronic documentation and any authorized copies of the above materials. Customer shall not modify, create derivative works, reverse engineer, decompile or

disassemble the Work Product, in whole or in part. Customer shall not use, copy, modify, lend, lease, rent, timeshare, assign, sub-license, distribute or transfer the Work Product or any copies thereof, in whole or in part, except as otherwise expressly agreed to in writing by ARRIS. Customer further agrees not to publish or disclose any benchmark tests run on the Work Product. All rights not expressly granted hereunder are reserved by ARRIS. Work Product is also subject to the Export provision in this Master Agreement.

- 2.4 In the event Customer wants ARRIS, in the performance of Professional Services hereunder, to use software licensed to Customer by a third party, Customer shall ensure that Customer has the right to provide ARRIS with access to and use of such third party software.

3. **Termination.** Customer may terminate any Schedule upon a minimum of thirty (30) days prior written notice to ARRIS. Customer shall remain obligated to pay all Professional Services fees performed under such Schedule through the date of such notice, and shall not be entitled to any refund or return of payment. In the event Customer provides ARRIS will less than thirty (30) days written notice, then Customer shall pay a cancellation fee to ARRIS as follows:
 - (a) Less than 15 days notice: 50% of estimated Professional Services Fees

 - (b) Between 15 and 29 days notice: 25% of estimated Professional Services Fees