



Service Level Agreement (SLA)

June 2023

Filename: GL-Hardware-Software-Service-Level-Agreement-SLA-ver-6-06-2023.doc

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Table of Contents

SECTION 1.0 DEFINITIONS	3
SECTION 2.0 PRODUCT USAGE TERMS AND CONDITIONS	5
2.1 OWNERSHIP AND COPYRIGHTS.....	5
2.2 LICENSE TERMS	6
2.2.1 GL PRODUCT LICENSING INFORMATION	6
2.2.2 AVAILABLE LICENSING SCHEMES	7
2.2.3 OWNERSHIP OF SOFTWARE / HARDWARE AND COPYRIGHTS.....	9
2.2.4 LIMITATION OF LIABILITY	10
2.2.5 LOST OR DAMAGED PHYSICAL DONGLES	10
2.2.6 TERMINATION OF THIS LICENSE AGREEMENT.....	10
2.2.7 APPLICABLE LAWS	10
SECTION 3.0 COMPREHENSIVE SUPPORT SERVICE POLICY	11
3.1 COMPREHENSIVE SUPPORT SERVICE SCOPE.....	11
3.2 CUSTOMER REQUIREMENTS	11
3.3 SERVICE PROVIDER REQUIREMENTS	12
3.4 SERVICE ASSUMPTIONS	12
3.5 SERVICE AVAILABILITY	12
3.6 SERVICE REQUESTS RESPONSE TIMES.....	12
3.7 ERROR SEVERITY LEVEL (ESL) DEFINITION.....	13
SECTION 4.0 STANDARD WARRANTY / EXTENDED WARRANTY / LEASE / COMPREHENSIVE SUPPORT	15
4.1 WARRANTY COVERAGE EXTENSION, INTERRUPTION, AND REINSTATEMENT	15
4.2 STANDARD FIRST YEAR POLICY - HARDWARE AND SOFTWARE LIMITED WARRANTY.....	16
4.2.1 HARDWARE (INCLUDES PC).....	18
4.2.2 SOFTWARE	18
4.2.3 LOST OR DAMAGED PHYSICAL DONGLES	18
4.2.4 SHIPPING TERMS	18
4.3 TROUBLESHOOTING TERMS.....	19
4.4 EXTENDED LIMITED HARDWARE AND SOFTWARE WARRANTY	19
4.5 SOFTWARE SUPPORT/UPGRADE	19
4.6 CUSTOMER SUPPORT.....	20
4.7 WARRANTY EXCLUSIONS AND LIMITATIONS.....	20
4.8 FORCE MAJEURE.....	20
4.9 GL'S RETURN POLICY.....	20



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4.10 OBTAINING SERVICE DURING AND BEYOND WARRANTY PERIOD	20
4.11 EC AND FCC COMPLIANCE AND LABELING	21
4.12 EC DECLARATION OF CONFORMITY FOR THE EC EMC DIRECTIVE (89/336/EEC)	21
4.13 GL RENTAL/LEASE PLAN	21



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Section 1.0 Definitions

As used in this Agreement, the following terms shall have the meaning as set forth below:

- “Customer” or “Purchaser” shall mean the legal entity or individual that enters into this Agreement on the Electronic Registration Form.
- “Service Provider” or “Company” shall mean GL Communications Inc.
- “Authorized Users” shall mean those employees, agents, and independent contractors of the customer who are authorized by the customer to use the Services and the Documentation.
- “Business Day” shall mean any day which is not a Saturday, Sunday, or a public holiday in the United States of America.
- “Normal Business Hours” shall mean 9:00 am to 6:00 pm Eastern Standard Time, each Business Day.
- “Customer Data” shall mean the data inputted by the customer, Authorized Users, or GL on the customer’s behalf for using the Services or facilitating the customer’s use of the services.
- “Documentation” shall mean the information made available to the Customer by GL online via <https://www.gl.com> that sets out a description of the Product and Services.
- “Effective Date” shall mean the date of this Agreement when signed or executed by the customer.
- “Services” shall mean GL’s comprehensive support services provided by GL to the customer under this agreement for the products and/or consultation services purchased by the customer. “Comprehensive Support Services Policy” shall mean GL’s policy for providing comprehensive support to the Products and Services sold to the customer.
- “Software” shall mean the online software applications provided by GL as part of the Services.
- “Virus” shall mean anything or device (including any software, code, file, or program) which may: prevent, impair or otherwise adversely affect the operation of any computer software, hardware or network, any telecommunications service, equipment or network, or any other service or device; prevent, impair or otherwise adversely affect access to or the operation of any program or data, including the reliability of any program or data (whether by re-arranging, altering or erasing the program or data in whole or part or otherwise); or adversely affect the user experience, including worms, trojan horses, viruses and other similar things or devices.



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Section 2.0 Product Usage Terms and Conditions

A **Purchase Order** ("PO") or an **Evaluation Request** executed by GL Communications Inc. or one of its subsidiaries (collectively, "GL") constitutes the entity's offer to sell the products, deliverables, and/or services described or referenced thereon (collectively, "Products") to the customer (collectively, "Purchaser") in accordance with the terms and conditions in this Agreement and any additional terms and conditions printed on the face of the PO (collectively, "GL Product and Services Terms and Conditions").

By loading, operating, or using the Software / Hardware, you agree to the terms of this Agreement. If you do not wish to agree to the mentioned terms and conditions in this document, or until you have carefully read the following terms and conditions, do not install, copy, load, operate, or use the Software / Hardware / Services and any associated components offered by GL Communications Inc.

2.1 Ownership and Copyrights

The customer or the purchaser of GL products is permitted to allow the use of products or services purchased from GL only by trained personnel employed by the purchaser or other companies working directly with the purchaser for product development or other purposes as permitted by law. GL is not responsible for any illicit use of this product and will not be held responsible for any incident or accident that results in damage to property, human injury, or loss of life by authorized or unauthorized personnel.

The accountability and responsibility shall lie with the purchaser in ensuring that the GL test product usage is not used by untrained personnel or unauthorized persons that are the direct or indirect cause of an incident or accident that results in damage to property, or human injury, or loss of life.

The title to all copies of the Software / Hardware remains with GL Communications Inc. or its suppliers. The Software is copyrighted and protected by the laws of the United States and other countries, and international treaty provisions. You may not remove any copyright notices from the Software / Hardware. You may not make changes to the software, hardware, operating system, computer time, or any other items referenced within the software during evaluation or after fully purchasing the product. In case of unauthorized usage, GL can automatically terminate licenses at any time without notice and is not obligated to support or update the Software / Hardware.

GL Communications Inc. may make changes to the Software / Hardware, or to items referenced therein, at any time without notice, but is not obligated to support or update the Software / Hardware.

Except as expressly provided, GL grants no actual or implied rights under GL Communications Inc. patents, copyrights, trademarks, or other intellectual property rights. You may transfer the Software / Hardware only if the recipient agrees to be fully bound by these terms.

In no event shall GL or its suppliers be liable for any damages whatsoever (including lost profits, business interruption, or lost information) arising out of the use of or in the ability to use this Software / Hardware.



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2.2 License Terms

- You may install the purchased GL Hardware and associated Software for your (or company) use, subject to these conditions below.
 - An appropriate quantity of licenses must be purchased per system (GL Hardware or GL Software).
 - You CANNOT copy, re-engineer, or modify the Hardware.
 - You MAY keep backup copies of the licensed GL Software and licensed installers for your (or company) use.
 - You CANNOT copy, modify, rent, sell, distribute, or transfer any part of the Software / Hardware except as approved with GL under separate agreements. You agree to take reasonable measures to prevent unauthorized copying or reengineering of the Software / Hardware.
 - You CANNOT reverse engineer, decompile, or disassemble the Software / Hardware.
 - You CANNOT sublicense or permit simultaneous use of the Software / Hardware by more than one user, except as permitted by the licensing and functionality of the Software / Hardware.

2.2.1 GL Product Licensing Information

All GL products come with licensing schemes for standard and optional software,

- Permanent licenses are perpetual i.e., they are valid for life and based on a serial # embedded in the hardware of a hardware based product.
- USB dongle based licenses (with embedded serial #) is for software and hardware based products and come as “permanent” and “timed” versions.
 - Permanent licenses – These licenses are valid for life.
 - Timed licenses for short durations – These licenses are valid for a specified period and can be extended for short durations.



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- Software based licenses:
 - Timed software based licenses – valid for a limited time, useful for evaluation or demo.
 - Permanent software licenses – valid for life but with the following administrative requirements.
 - Applicable for Virtual Machine environments or where customer IT restrictions prevent the use of previously discussed license methods.
 - Customer must contact GL to renew the permanent software license every six months to one year of purchase or expiration. GL will attempt to contact the customer well in advance of expiration, but customers should not rely on GL.
 - Permanent software based licenses require warranty / comprehensive support contract to be active perpetually.

2.2.2 Available Licensing Schemes

All GL Hardware and Software licenses are perpetual, and the validity of the license is for life. It is advisable to keep the license installer safe for future use. Licensing schemes are available for temporary purposes such as evaluation. Licensing methods depend on the customer needs. These schemes are explained briefly in the following sections.

2.2.2.1 Licenses for GL Hardware protected by embedded serial #

- Many GL hardware based products incorporate an embedded serial number. The software associated with the hardware products (usually residing in a PC or Server computing platform) is licensed to the hardware serial number (denoted “Hardware License”).
- The GL hardware may connect to any PC/Server which has the hardware license installed.
- Additional licenses may be added with subsequent purchases to the same hardware license.
- Application license installer comes in both 32-bit and 64-bit so that the user has the choice of use depending on the type of system.



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2.2.2.2 License protected by Software based License or USB dongle based License

GL's software based products may come with the standard software/USB dongle based license. These software based licenses may work on Virtual Machines. There are two types of licensing schemes available with software only products:

- Physical USB dongle based license.
- Software based license (without any physical dongle).

With Physical USB dongle

- The license will be tied to a physical USB dongle connected to the PC/Server with the GL application to be licensed.
- Licenses may be provided in both 32-bit and 64-bit format.
- The GL application will execute only if the USB dongle is attached to the PC and a software license is installed tying the application software to the USB dongle serial #. The license software can be installed on any number of PCs, but GL software will execute only if the USB dongle is inserted.
- If a dongle is moved to another PC, then the license must be installed on the other PC before executing GL application.

Without Physical USB dongle

- Software based licensing is available for many of GL's software only products. These are useful where restrictions of attaching a physical dongle are imposed e.g. IT security.
- In software based licensing no, physical dongle is required to be connected.
- Customer is required to send their PC/Server system information to GL on which they wish to install the software license and the application. This information will be used for sending the software based licenses.
- Our comprehensive technical support team will work with you to get the hardware signature of your system and then go through the procedure by which the respective software license will be generated and installed securely.
- Our team will need to coordinate with you and follow a few procedures in order to generate these licenses. These procedures are simple and easy to follow.
- It is required to visit our software licensing web portal on our website with the secure login credentials shared via email for generating these licenses.
- When the software key is activated, the system must maintain a connection to the Internet for periodic verification of the software key license.



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2.2.2.3 Network Key License

- NetKey license will be useful when you want a single application to be accessed by multiple users within a LAN or WAN.
- In this type of licensing a physical dongle will be connected to a single system which we call it as a license server, this will contain the licenses of all the applications purchased.
- Actual GL application can be running on different systems and application will connect to NetKey license installed on the license server through LAN.

2.2.2.4 Shared WAN Evaluation licensing (Currently available for Evaluation only)

- Shared WAN license is useful when there is a restriction of using USB dongle inside the application customer's lab due to security restrictions. This type of license is useful when single is accessed by multiple users.
- WAN connection is required for this type of licensing to work, currently it is available only while customers are evaluating our products.
- In order to enable product evaluations GL administrators, run the license generation utility to write licensing information on SWE key and to create the corresponding configuration file.
- This type of license is useful for secured environments where any external hardware is not allowed to be installed, it will help to execute any GL application on multiple systems by connecting to the GL server through a WAN connection for licensing.

2.2.3 Ownership Of Software / Hardware and Copyrights

- Title to all copies of the Software remains with GL Communications Inc. or its suppliers. The Software is copyrighted and protected by the laws of the United States and other countries, and international treaty provisions. You may not remove any copyright notices from the Software / Hardware. GL Communications Inc. may make changes to the Software / Hardware, or to items referenced therein, at any time without notice, but is not obligated to support or update the Software / Hardware.
- Except as expressly provided, GL Communications Inc. grants no actual or implied rights under GL Communications Inc. patents, copyrights, trademarks, or other intellectual property rights. You may transfer the Software / Hardware only if the recipient agrees to be fully bound by these terms.



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2.2.4 Limitation Of Liability

In no event shall GL or its suppliers be liable for any damages whatsoever (including lost profits, business interruption, or lost information) arising out of the use of or in the ability to use this Software / Hardware.

2.2.5 Lost or Damaged Physical Dongles

The GL USB Hardware Dongle is used to secure software licensing and it is considered as a physical hardware device protecting an otherwise software only product. The dongle is considered as the proof of purchase of the software product from GL. A software only product is an asset (or intellectual property) of GL, and the dongle or dongles is one way to protect and secure that asset from copying, duplication, reuse, and other fraud.

The dongle(s) should be handled with the same care as a physical piece of hardware – from damage, mishandling, destruction, loss, etc. If they are lost or damaged after purchase, or during transportation, or during use, due to misuse, abuse, or improper handling contrary to directions, then the customer is liable for the full price of the software. If the dongle is damaged where it is no longer operational, under certain circumstances the dongle could be replaced with the return of the damaged dongle to GL Communications.

2.2.6 Termination of this License Agreement

GL may terminate this License Agreement with the customer at any time if found violating the provisions of this Agreement. The customer or the purchaser may also, at any time before the completion of the work, by giving termination notice to GL, terminate this Agreement with regards to all or any part of the work not completed.

Upon termination, the customer must immediately destroy the Software or return Hardware, Licenses, and/or all copies of the Software back to GL. In the event of a termination notice being given any time before the completion of the Work, GL shall be entitled to be paid, to the extent that costs have been reasonably and properly incurred towards performing the task and to the extent that the customer has not already paid including the unliquidated portion of any advance payment.

Claims arising under this License Agreement shall be governed by Federal Law. You may not export the Software / Hardware in violation of applicable export laws and regulations. GL is not obligated under any other agreements unless they are in writing and signed by an authorized representative of GL.

2.2.7 Applicable Laws

Claims arising under this Agreement shall be governed by Federal Law. You may not export the Software / Hardware in violation of applicable export laws and regulations. GL is not obligated under any other agreements unless they are in writing and signed by an authorized representative of GL.



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Section 3.0 Comprehensive Support Service Policy

The following sections provide relevant details on the company's comprehensive support services scope, availability, and related components.

3.1 Comprehensive Support Service Scope

The following Comprehensive Support Services are covered by this Agreement:

- Telephone, E-mail, live help through GL Website, and IM based remote comprehensive technical support during regular business hours with prompt and courteous problem resolution.
- Assistance to the customer depending on the Error Severity Level (See [ESL Definition](#) below) to troubleshoot the purchased equipment to determine if hardware or software is defective when they are under support warranty.
 - If the software is determined to be at fault, GL will expeditiously debug and repair the software at no cost to the customer. E-mail, FTP, GL Website, and FedEx or equivalent will be used to send the repaired software to the customer.
 - If hardware is deemed to be defective, the customer will be requested to return the hardware as soon as possible (at customer expense). GL will diagnose, repair, and return the hardware (at GL's expense).
- GL will maintain problem record tracking of all customer issues.
- Software upgrades, bug fixes, and patches shall be provided at no cost to the customer during the warranty period.
- Planned or Emergency Onsite assistance (extra costs apply) depending on the Error Severity Level (See [ESL Definition](#) below).

3.2 Customer Requirements

Customer responsibilities and/or requirements to obtain quick, professional, comprehensive support from GL include:

- Payment for all comprehensive support costs at the agreed interval.
- Reasonable availability of customer representative(s) when resolving a service-related incident or request.
- Provide all necessary cooperation and all necessary access to such information as may be required by GL, to render the Services, including but not limited to customer's data, security access information, and configuration services.
- Provide primary and secondary customer representative email addresses for information distribution by GL.
- A prompt and complete description of issues when encountered, including software, hardware, or other if known.

3.3 Service Provider Requirements

Service Provider responsibilities and/or requirements in comprehensive support of this Agreement include:

- Meeting response times associated with service-related incidents.
- Appropriate notification to customers of software upgrades and updates via Email, GL Website, and Newsletters.
- Prompt and courteous communication with the customer regarding issues faced.
- Appropriate notification to customer for all scheduled maintenance, above and beyond the normal maintenance, if required.

3.4 Service Assumptions

Assumptions related to in-scope services and/or components include:

- Changes to services will be communicated and documented to all stakeholders.

3.5 Service Availability

Coverage parameters specific to the service(s) covered in this Agreement are as follows:

- Telephone support: 9:00 A.M. to 6:00 P.M. EST Monday – Friday.
 - Calls received out of office hours will be forwarded to a mobile phone and best efforts will be made to answer / action the call, however, there may be a backup answer phone service to reach the support team.
- Email support: Monitored 9:00 A.M. to 6:00 P.M. EST Monday – Friday.
 - Emails received outside of office hours will be collected and generally monitored and best efforts are made, however contacting the customer cannot be guaranteed until the next working day.
- Onsite assistance can be arranged for issues requiring direct assistance, and training, but requires advance coordination and will involve additional costs on a per day basis with travel, travel days, lodging, and meal expenses.

3.6 Service Requests Response Times

In comprehensive support of services outlined in this agreement, the Service Provider will respond to service-related incidents and/or requests submitted by the customer within the following time frames:

- 0-8 hours (during business hours) for issues classified as **High** priority.
- Within 48 hours for issues classified as **Medium** priority.
- Within 5 working days for issues classified as **Low** priority.
- Remote assistance will be provided in line with the above timescale dependent on the priority of the support request.



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3.7 Error Severity Level (ESL) Definition

GL shall apply resources to rectify issues raised by the customer per the below guidelines.

Severity Level	Definition	Action
Level 1	Prevents usage of the System and there is no workaround (typically data corruption or crash)	Fix should be provided within 5 working days
Level 2	Prevents usage of vital parts of the System (operations may continue but are severely restricted). However, a workaround is applied to work temporarily.	The fix should be provided within 10 working days
Level 3	Normally represents some minor error or inconvenience or difficulty of use	The fix should be provided within 15 working days



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Section 4.0 Standard Warranty / Extended Warranty / Lease / Comprehensive Support

GL-branded products are covered with:

- A Standard First Year Limited Hardware and Software Warranty and Comprehensive Support (hereafter called Standard First Year Policy), or
- An Extended Limited Hardware and Software Warranty and Comprehensive Support (hereafter called Extended Policy).

The customer may renew (continue) warranty service (highly recommended) on a yearly basis and enjoy the benefits of first year service for additional years with an Extended Policy. The Extended Policy (equivalent to the Standard First Year Policy) also includes comprehensive Technical Support. This warranty can also be purchased at the time of initial purchase or can be renewed before the end of the Standard First Year Policy.

The Standard First Year Policy includes a PC/Server Warranty if it is part of the purchase. The PC/Server Warranty is normally limited to five years total from the date of purchase. It may be extended beyond five years but requires that GL evaluate the performance and condition of the PC/Server prior to such extension.

Please contact GL Communications Inc. for purchasing the Extended Policy, before the expiration of the Standard First Year Policy, else excess charges may be incurred due to lapse in coverage, or in extreme cases, Extended Policy may not be granted (read further below).

4.1 Warranty Coverage Extension, Interruption, and Reinstatement

Standard First Year Policy starts from the day the product was delivered to the recipient and expires in one year from that date. Extended Policy (beyond the First year) must be purchased by the user within the first years' service. Extended Policy extensions can continue indefinitely in this manner.

If Extended Policy is not purchased for the next period within the currently active period, Extended Policy coverage is interrupted and can be reinstated at GL's sole discretion and is subjected to the following conditions:

- GL may request equipment inspection at the user's cost. Depending on the equipment's condition GL may deny the Extended Policy. It is the sole discretion of GL to accept or deny the Extended Policy after the interruption.
- The purchaser will need to pay a Reinstatement Fee in addition to the Extended Policy fee if the coverage is expired for more than 30 days.
- The PC/Server Warranty shall be, in most cases, limited to five years. GL may extend beyond this period based on PC/Server conditions.



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4.2 Standard First Year Policy - Hardware and Software Limited Warranty

The sections below provide information on how to obtain comprehensive support services during and beyond coverage period.

GL Communications Inc. provides coverage for all its products, against defects in materials and workmanship for a period of one year from receipt of the product by the purchaser. The product list includes:

- **T1 E1 Products** – tProbe™ T1 E1 unit, tProbe™ Datacom Analyzer, Octal T1 E1 card, tScan16™ T1 E1 card, Dual PCIe Xpress card.
- **T3 E3 OC-3/12 & STM-1/4 Products** – USB T3 E3 unit, SonetExpert™ Channelized and Unchannelized Analyzer (Web Interface)
- **Voice, Video and Data Quality Testing Products** – VQT Software, Dual UTA HD, VQuad™ Probe HD
- **Ethernet /IP / VoIP Products** – PacketExpert™1G/10G/10GX, PacketCheck™, PacketScan™, PacketScan™ HD, PacketExpert™ Web based application
- **Optical Testing** – STM-1 Mux and Traffic Capture/Analysis Hardware, SONET/SDH Analysis & Emulation Tester
- **2-Wire Analog Testing** – MAPS™ APS and ALS (Analog Phone/Line Simulator), tProbe™ FXO and FXS, MAPS™ CAS on T1/E1 Card, VQuad™ Dual UTA HD FXO, VQuad™ Probe HD FXO, 24 Port VQuad™ HD Analog Phone Simulator
- **mTOP™ Platforms** – mTOP™ is a 1u or 2U rack mount enclosure, w/ or w/o Single Board Computer (SBC)
- **MAPS™ based TDM/IP Protocol Emulation software products**
- **Fax & Modem Testing Products** – GLInsight™, FaxScan™
- **Network Surveillance System** – NetSurveyorWeb™

If GL receives notice of defects during the warranty period, it will either replace or repair the products. If unable to repair or replace, GL at its cost, may upgrade the product to one of equal or greater functionality.

The Standard First Year hardware warranty is provided with the initial purchase price. The customer may renew this warranty service on a yearly basis and enjoy the benefits of first year service for the additional years. The basic and extended service includes the following:

- All hardware and software (including PC if part of original purchase from GL) is warranted for one year from the date of purchase.
- GL will assist the customer to troubleshoot the purchased equipment to determine if hardware or software is defective. If hardware is determined to be defective, the customer is required to send the defective equipment at their cost. GL will bear the return cost. Replacement equipment will be sent, if necessary, to reduce downtime to the customer.



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The Standard First Year software upgrades and comprehensive support are provided with the initial purchase price. The customer may renew this warranty service on a yearly basis and enjoy the benefits of First Year service for the additional years. The basic and extended service includes the following:

- Telephone, E-mail, live help through GL Website, remote desktop, IM, and Skype based comprehensive technical support during regular GL business hours with prompt and courteous problem resolution.
- Assistance to the customer to troubleshoot the purchased equipment to determine if hardware or software is defective. During the warranty period if software is determined to be at fault, GL will expeditiously debug and repair the software at no cost to the customer. E-mail, FTP, and FedEx or equivalent will be used to send the repaired software to the customer.
- GL will maintain problem record tracking of all customer issues.
- Software upgrades, bug fixes, and patches shall be provided at no cost to the customer during the warranty period.

Note: Extended One Year (total Two Years) PC Warranty at the time of sale for the PC Platform is available. Please contact GL Communications Inc to purchase an extended PC warranty.

The Standard First Year PC warranty is provided with the initial purchase price. The customer may renew this warranty service on a yearly basis and enjoy the benefits of First Year service for the additional years. The basic and extended service includes the following:

- The PC is warranted for one year from the date of purchase. GL will assist the customer to troubleshoot the purchased equipment to determine if the PC hardware or software is defective. If hardware is determined to be defective, the customer is required to send the defective equipment at their cost. GL will bear the return cost.
- Replacement equipment will be sent, if necessary, to reduce downtime to the customer. If PC software is determined to be defective, GL may elect to send new software and repair the unit remotely.

This warranty does not cover the items namely, problems arising from abuse, screen burn-in, power surges, or computer viruses.

During the support/warranty period if for some reason (e.g., parts unavailability), the product cannot be repaired then it will be replaced with the new product/hardware/software at no additional cost. The customer shall send the old unit for replacement at the customer's cost; GL shall send the new, backward compatible.



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4.2.1 Hardware (Includes PC)

GL Communications Inc. warrants all the hardware products, including PC, purchased in the order, against defects in material and workmanship for a period of one year from the date of receipt of the product to the recipient.

The above 'Standard First Year Warranty for Hardware' shall not apply to defects resulting from improper operation, inadequate maintenance, shipping damage, power surge, power outage, or unauthorized use or modification by the customer of the product.

4.2.2 Software

GL Communications Inc. warrants the licensed software products to perform in substantial conformance to the applicable GL software specifications for a period of one year from the date of receipt of the product to the recipient.

The above 'Standard First Year Warranty for Software' shall not apply to issues resulting from improper operation, inadequate maintenance, power surge, power outage, or unauthorized use or modification by the customer of the product.

4.2.3 Lost or Damaged Physical Dongles

The GL USB Hardware Dongle is used to secure software licensing and it is considered as a physical hardware device protecting an otherwise software only product. The dongle is considered as the proof of purchase of the software product from GL. A software only product is an asset (or intellectual property) of GL, and the dongle or dongles is one way to protect and secure that asset from copying, duplication, reuse, and other fraud.

The dongle(s) should be handled with the same care as a physical piece of hardware – from damage, mishandling, destruction, loss, etc. If they are lost or damaged after purchase, or during transportation, or during use, due to misuse, abuse, or improper handling contrary to directions, then the customer is liable for the full price of the software. If the dongle is damaged where it is no longer operational, under certain circumstances the dongle could be replaced with the return of the damaged dongle to GL Communications.

4.2.4 Shipping Terms

On receiving Purchase Order ("PO") requiring physical shipment of GL hardware, software or licensing dongle, the shipping cost includes handling and insurance charges as quoted in the Purchase Order. The terms and conditions of insurance are subject to the freight forwarder, please refer to the respective terms. If customers opt to use their own choice of freight forwarder, it is the responsibility of the customer to review the terms and conditions of the insurance with their freight forwarder accordingly. In this case, GL is not obligated towards any damage during the shipment.



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4.3 Troubleshooting Terms

During the **Active Warranty** period, the 'Standard First Year Warranty' includes the following:

- Telephone, E-mail, IM, and Skype based comprehensive technical support during regular GL business hours with prompt and courteous problem resolution.
- The customer understands and agrees that the company in its sole discretion reserves the right to accept or reject issues raised and that the customer shall not challenge or dispute any action or decision taken by GL.
- If GL accepts to assist customers in troubleshooting, GL will expeditiously repair hardware or debug software within a reasonable period (after receipt of information about the defect from the customer) at no cost to the customer.
- E-mail, FTP, and priority FedEx or equivalent will be used to send the repaired software to the customer.
- GL will maintain problem record tracking of all customer issues.
- Software upgrades, bug fixes, and patches shall be provided at no cost to the customer during the warranty period.

4.4 Extended Limited Hardware and Software Warranty

The Standard First Year Warranty for software upgrades, hardware warranty, and comprehensive support is provided with the initial purchase price. The customer may renew this warranty service on a yearly basis as 'Extended Warranty' and enjoy the benefits of First Year service for the purchased year at a nominal price for all our products.

The above 'Extended Warranty' shall not apply to defects resulting from improper operation, inadequate maintenance, shipping damage, power surge, or unauthorized use or modification by the customer of the product.

Note that PC warranties can only be extended based on the sole discretion of GL depending on the current state of the PC.

All other terms and conditions for troubleshooting and shipping will remain same as mentioned above under 'Standard First Year Warranty' section.

4.5 Software Support/Upgrade

The GL software will be upgraded on a periodic timeframe (usually once every three months). However, interim software releases may also be available on a routine basis. Please contact customer support for information concerning interim software releases.

All software upgrades are available on the GL Communications website (www.gl.com). Download the latest upgrade (available if products are covered under warranty). If additional licenses are required, contact GL Communications (using voice or email). **Please note that before upgrading any GL software, the existing installation directory should be backed-up to another location.** This will allow the user to revert to the previous software in case a problem arises during an upgrade.



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4.6 Customer Support

GL Communications provides quality comprehensive support for all users of the GL software. If you require technical assistance or have problems getting started with the software, please contact our support team using the following:

GL Communications Inc.
818 West Diamond Avenue - Third Floor
Gaithersburg, MD 20878
Voice 301-670-4784
Fax 301-670-9187
Web page: <http://www.gl.com/>
E-mail: info@gl.com

4.7 Warranty Exclusions and Limitations

The above warranty shall not apply to defects resulting from improper operation, inadequate maintenance, or unauthorized use or modification by the customer of the GL hardware or software. The warranty services and services beyond the warranty period described herein are the customer's sole remedies. In no event GL shall be liable for any direct or indirect or consequential damages.

4.8 Force Majeure

Neither party shall be held liable or responsible to the other party nor be deemed to have defaulted under or breached this Agreement for failure or delay in fulfilling or performing any term of this Agreement to the extent, and for so long as, such failure or delay is caused by or results from causes beyond the reasonable control of the affected party including but not limited to pandemics, fire, floods, embargoes, war, acts of war (whether war be declared or not), acts of terrorism, insurrections, riots, civil commotions, strikes, lockouts or other labor disturbances, acts of God or acts, omissions or delays in acting by any governmental authority or the other party.

4.9 GL's Return Policy

GL Communications Inc. accepts returns or exchanges within 30 days from the original purchase. All returns and exchanges must be in original condition and include all accessories. All returns, exchanges and price adjustments will be made in the country of original purchase. GL Communications Inc. reserves the right to request identification and to deny any return.

4.10 Obtaining Service During and Beyond Warranty Period

To obtain warranty service, the customer shall return the GL product to GL Communications with proof of purchase and an explanation of the problem. The customer shall pay for shipping charges and GL shall pay for return shipping. For service beyond the warranty period, contact GL for details of available service.



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4.11 EC and FCC Compliance and Labeling

The GL hardware have been verified as complying with the Class A limits, and as such the following statements, special note, and warning are mandatory.

This device complies with Part 15 of the FCC Rules. Operation is subject to the following two conditions: (1) This device may not cause harmful interference, and (2) this device must accept any interference received, including interference that may cause undesired operation.

NOTE: This equipment has been tested and found to comply with the limits for a Class A digital device, pursuant to Part 15 of FCC Rules. These limits are designed to provide reasonable protection against harmful interference when the equipment is operated in a commercial environment.

This equipment generates, uses, and can radiate radio frequency energy and, if not installed and used in accordance with the instruction manual, may cause harmful interference to radio communications. Operation of this equipment in a residential area is likely to cause Interference in which case the user will be required to correct the interference at his/her own expense.

WARNING: GL hardware is a Class A product. In a domestic environment this product may cause radio interference in which case the user may be required to take adequate measures.

4.12 EC Declaration of Conformity for the EC EMC Directive (89/336/EEC)

The GL hardware complies with the requirements for a Class A device under the provisions of EN55022, Harmonized European Norm EN55022: 1994 known as Limits and Methods of Measurement of Radio Disturbance Characteristics of Information Technology Equipment.

The GL hardware complies with the requirements of EN50082-1: 1992 known as Electromagnetic Compatibility - Generic Immunity Standard Part 1. Residential, Commercial and Light Industry

All measurements were performed at Washington Laboratories, Ltd., test center in Gaithersburg, MD, USA.

4.13 GL Rental/Lease Plan

GL equipment can be rented or leased. GL requires a two-month minimum. The monthly charge for Months 1 through 6 is 20% of the value of the equipment selected. The 7th and last month's payments are 10% of the value of the equipment. After the 7th payment, ownership transfers to the renter/lessee. 75% of cumulative payments are applicable towards outright purchase at any stage. Shipment to the customer is borne by GL and returned to the shipment by the customer.



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