



Service Level Agreement (SLA)

December 2018

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

TABLE OF CONTENTS

TABLE OF CONTENTS 2

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 TERMINATION OF THIS LICENSE AGREEMENT..... 6

SECTION 3.0 SUPPORT SERVICE POLICY 7

3.1 SUPPORT SERVICE SCOPE..... 7

3.2 CUSTOMER REQUIREMENTS 7

3.3 SERVICE PROVIDER REQUIREMENTS 7

3.4 SERVICE ASSUMPTIONS 7

3.5 SERVICE AVAILABILITY 8

3.6 SERVICE REQUESTS..... 8

3.7 ERROR SEVERITY LEVEL (ESL) DEFINITION..... 8

SECTION 4.0 WARRANTY / LEASE / SUPPORT 9

4.1 WARRANTY COVERAGE INTERRUPTION AND REINSTATEMENT 9

4.2 STANDARD ONE YEAR HARDWARE AND SOFTWARE LIMITED WARRANTY 9

 4.2.1 HARDWARE (INCLUDES PC) 9

 4.2.2 SOFTWARE 10

 4.2.3 SHIPPING TERMS 10

 4.2.4 TROUBLESHOOTING TERMS 11

4.3 EXTENDED LIMITED HARDWARE AND SOFTWARE WARRANTY 11

4.4 SOFTWARE SUPPORT/UPGRADE 11

4.5 CUSTOMER SUPPORT 12

4.6 WARRANTY EXCLUSIONS AND LIMITATIONS..... 12

4.7 GL’S RETURN POLICY..... 12

4.8 EC AND FCC COMPLIANCE AND LABELING 12

4.9 EC DECLARATION OF CONFORMITY FOR THE EC EMC DIRECTIVE (89/336/EEC) 13

4.10 GL RENTAL/LEASE PLAN 13



GL Communications Inc.

818 West Diamond Avenue - Third Floor, Gaithersburg, MD 20878

Phone: (301) 670-4784 Fax: (301) 670-9187 Email: info@gl.com Web: <http://www.gl.com>

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 the 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 8:00am to 6:00pm 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 <http://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 Customer.
- “Services” shall mean GL’s support services provided by GL to the Customer under this Agreement for the products and/or consultation services purchased by the customer. “Support Services Policy” shall mean GL’s policy for providing support in relation 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.



GL Communications Inc.

818 West Diamond Avenue - Third Floor, Gaithersburg, MD 20878

Phone: (301) 670-4784 Fax: (301) 670-9187 Email: info@gl.com Web: <http://www.gl.com>

(Intentional Blank Page)



GL Communications Inc.

818 West Diamond Avenue - Third Floor, Gaithersburg, MD 20878

Phone: (301) 670-4784 Fax: (301) 670-9187 Email: info@gl.com Web: <http://www.gl.com>

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 that the entity's offer to sell the products, deliverables, and/or services described or referenced thereon (collectively, "Products") to 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 product, 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, human injury or loss of life.

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 to 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.



GL Communications Inc.

818 West Diamond Avenue - Third Floor, Gaithersburg, MD 20878

Phone: (301) 670-4784 Fax: (301) 670-9187 Email: info@gl.com Web:<http://www.gl.com>

2.2 License Terms

- You may install the purchased GL Hardware and associated Software for your (or company) use, subject to these conditions below.
 - 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 back-up copies of the licensed GL Software for your (or company) use.
 - You may not 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 may not reverse engineer, decompile, or disassemble the Software / Hardware.
 - You may not sublicense or permit simultaneous use of the Software / Hardware by more than one user, except as permitted by the functionality of the Software / Hardware.

2.2.1 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 prior to 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 prior to the completion of the Work, GL shall be entitled to be paid, to the extent that costs that have been reasonably and properly incurred towards performing 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 the laws of Maryland. 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.

Section 3.0 Support Service Policy

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

3.1 Support Service Scope

The following Support Services are covered by this Agreement;

- Telephone, e-mail, and IM based remote 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. 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 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.
- 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 in support of this Agreement include:

- Payment for all 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 Data, security access information and configuration services

3.3 Service Provider Requirements

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

- Meeting response times associated with service related incidents.
- Appropriate notification to Customer for all scheduled maintenance.

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 5:00 P.M. 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 will be a backup answer phone service
- Email support: Monitored 9:00 A.M. to 5:00 P.M. Monday – Friday
 - Emails received outside of office hours will be collected, however no action can be guaranteed until the next working day
- Onsite assistance guaranteed within 72 hours during the business week

3.6 Service Requests

In 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 timescales dependent on the priority of the support request.

3.7 Error Severity Level (ESL) Definition

Severity Level	Definition	Action
Level 1	Prevents usage of the System and there is no work-around (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 work-around is applied to work temporarily.	Fix should be provided within 10 working days
Level 3	Normally represents some minor error or inconvenience or difficulty of use	Fix should be provided within 15 working days

The ‘final acceptance’ corollary to this is as follows: Successful final acceptance means that no Level 1 error and no more than 5 (five) Level 2 errors are found in the delivered system. Number of Level 3 errors is not considered from acceptance point of view.

Section 4.0 Warranty / Lease / Support

GL-branded products come with either a **Standard 1-year Limited Hardware and Software Warranty**, or an **Extended Limited Hardware and Software Warranty**.

The Standard 1-year Limited Warranty, including Comprehensive Support, and PC Warranty is provided with the initial purchase order. The customer may renew this warranty service on a yearly basis and enjoy the benefits of first year service for the additional years with an Extended Limited Hardware and Software Warranty. This includes Comprehensive Technical Support. This warranty can also be purchased at the time of sale or can be renewed before the end of Standard 1-year Limited Hardware and Software Warranty. Please contact GL Communications Inc. for purchasing the Extended Warranty.

4.1 Warranty Coverage Interruption and Reinstatement

One-year warranty periods start from the day the product was delivered to the recipient. Initially Extended Warranty must be purchased by the user within a year from the date of the equipment delivery. Subsequently Extended Warranty can be purchased for the next year period before expiration of the current warranty period. If the Extended Warranty is not purchased for the next warranty period within the currently active period, warranty coverage is interrupted and can be reinstated at GL sole discretion and subjected to the following conditions:

- a) GL may request equipment inspection at users cost. Depending on the equipment condition GL may deny Extended Warranty. It is solely decision of GL to accept or deny extended warranty after the interruption.
- b) Warranty Purchaser may need to pay Reinstatement Fee in addition to the Extended Warranty fee if the warranty coverage is expired for more than 30 days.

4.2 Standard One Year Hardware and Software Limited Warranty

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

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 1-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.

The "PC Warranty" is not applicable to international purchasers outside the United States.

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 1-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 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 customer 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 damages during the shipment.

During the **Active Warranty** period, if GL receives notice of defects in the purchased product, GL will assist the customer to troubleshoot the purchased equipment to determine if hardware or software is defective. The hardware is expected to function as per the manufacturer specs (not beyond).

If software is determined to be defective, GL will expeditiously debug or update the software and its dependencies within a reasonable period (after receipt of information about the defect from the customer) at no cost to the customer

If hardware is determined to be defective, the customer is required to ship the defective equipment to GL main office at their cost. GL will pay for return shipping cost only if defective hardware is under Warranty. GL will repair the hardware and its components OR will ship a new replacement unit as deemed fit by GL technicians. 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 and assists customer in troubleshooting and is unable to repair or replace the hardware (after receipt of the defective product from the customer) within a reasonable period, the customer shall be entitled for refund.

During **Out-of-Warranty** period, if GL receives notice of defects in the hardware, GL will prepare a cost estimation for the repair plus the shipping charges and send the quote to Customer or Purchaser. GL will assist the customer in troubleshooting and pay for return shipping cost on completion of payment towards this new support in full. The customer is required to ship the defective equipment to GL main office at their cost.



GL Communications Inc.

818 West Diamond Avenue - Third Floor, Gaithersburg, MD 20878

Phone: (301) 670-4784 Fax: (301) 670-9187 Email: info@gl.com Web: <http://www.gl.com>

4.2.4 Troubleshooting Terms

During the **Active Warranty** period, the 'Standard 1-Year Warranty' includes the following:

- Telephone, e-mail, IM, and Skype based 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 and assist customer 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.

4.3 Extended Limited Hardware and Software Warranty

The 'Standard 1-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.

All other terms and conditions for troubleshooting and shipping will remain same as mentioned above under 'Standard 1-Year Warranty' section.

4.4 Software Support/Upgrade

The GL software will be upgraded on a periodic timeframe (usually once every three months). However, the 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 web site (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 upgrade.



GL Communications Inc.

818 West Diamond Avenue - Third Floor, Gaithersburg, MD 20878

Phone: (301) 670-4784 Fax: (301) 670-9187 Email: info@gl.com Web: <http://www.gl.com>

4.5 Customer Support

GL Communications provides quality 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

4.6 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.

4.7 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.

4.8 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.

4.9 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.

4.10 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 payment is 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 return shipment by the customer.



GL Communications Inc.

818 West Diamond Avenue - Third Floor, Gaithersburg, MD 20878

Phone: (301) 670-4784 Fax: (301) 670-9187 Email: info@gl.com Web: <http://www.gl.com>