Software Maintenance & Support Terms of Use

Description

Spectrum provides the highest quality post-sales service in the industry. Our Support Center is staffed by a dedicated team of talented, well-trained engineers committed to reducing your development effort and accelerating your time to market.

The Software Maintenance & Support packages offered by Spectrum provide additional support beyond basic product installation including:

- guaranteed response time to all inquiries
- product application expertise from knowledgeable support engineers
- reduced development time as hardware and software questions are answered promptly, professionally, and thoroughly
- Spectrum's standard in-house systems available to our Support team to reproduce customer's application development issues

Extended hardware warranty support is offered by Spectrum as part of another program. For details regarding Spectrum's extended hardware warranty program please contact: sales@spectrumsignal.com, toll free (North America): 1-800-663-8986, or +1 (604) 421-5422.

Contacting Support

Spectrum's Support Center hours of operation are Monday to Friday, 7:00 AM to 5:00 PM, Pacific Standard Time. The contact information for our Support Center is:

Phone:	1.800.663.8986 *(U.S. or Canada)* or 604.421.5422
Fax:	604.421.1764
Email:	support@spectrumsignal.com

In order to ensure prompt, efficient support, please be ready to provide the following information:

- Support ID number
- A concise description of the problem
- The name of all Spectrum hardware components
- The name and version number of all Spectrum software components and the version number of all third party software packages, including compilers and operating systems
- The minimum amount of code that demonstrates the problem

Details:

1) Support provides customers with the ability to ask technical questions (via telephone, e-mail, or the Internet) regarding development on, and/or deployment of Spectrum's SDR-3000, HCDR-10xx and other supported platforms.

2) Software Maintenance provides software upgrades that address bug fixes and minor feature enhancements to Spectrum's software. Such upgrades include new software releases as well as product platform user guide revisions as they become available. Software Maintenance does not include the addition of custom features to the software or FPGA firmware.

3) Spectrum offers three different Software Maintenance & Support packages: Advanced, Basic, and Hourly, as further described in the table below. The fees payable for the Software Maintenance & Support packages are the amounts quoted to you and accepted in an acknowledged purchase order.

	Advanced	Basic	Hourly
Target Situation	Initial Design Phase	Deployment Phase	Emergency
Duration	1 Year	1 Year	Per Incident
Total Hours of Support	Unlimited	20 hours	Minimum 5 Hours
Software Maintenance	Yes	Yes	No
Guaranteed Response Time	4 Business Hours[1]	1 Business Day	1 Business Day
Dedicated Support Manager	Yes	No	No
Prioritized Problem Resolution	Yes	No	No
Number of Customer Points of Contact	10	5	1

[1]International customers guaranteed response in 1 business day

4) Customers who purchase Spectrum's SDR-3000 or HCDR-10xx after January 1, 2004 are required to purchase the Advanced Software Maintenance & Support package when the system is purchased.

5) In order to participate in the Software Maintenance & Support program customers are required to complete and submit the *Customer Registration Form* and issue a purchase order quoting the relevant Spectrum part number which can be found on Spectrum's web site at: www.spectrumsignal.com/Support

6) The period of the Support and Maintenance package commences (a) for new projects - upon the date the project equipment ships from SSP, (b) for renewals - upon SSP receiving the Customer's PO for the services, and continues for 12 months. At this time, the Support and Maintenance package expires and must be renewed for Support and Maintenance to continue.

7) Software maintenance and support provided under the standard Basic Software Maintenance & Support package expires the earlier of: a) 20 support hours being used; or b) the end of 1 year from the date the standard Basic Software Maintenance & Support began. Software maintenance and support provided under the standard Advanced Software Maintenance & Support package expires 1 year from the date the standard Advanced Software Maintenance & Support began. Technical Support provided under the Hourly Support option expires when the ordered support hours are used. Customers wishing to continue with standard Software Maintenance & Support should renew prior to the expiry date of their program.

8) Third party software maintenance and/or support is not included in the Software Maintenance & Support program. Customers who wish to purchase the third party maintenance and support must do so directly from the third party.

9) The Software Maintenance & Support packages are provided on a per product platform, customer site and project basis. The Software Maintenance & Support packages are non-transferable to any other Spectrum product platform, customers (whether affiliated or not) or projects. Spectrum obsolete products and most third party products are not eligible for Spectrum's Software Maintenance & Support program.

10) Spectrum's total liability to customers that purchase any Software Maintenance & Support is limited to the total amount paid by the Customer for the services provided. Spectrum will not indemnify customers for any economic losses, loss of profit, special or punitive damages or attorneys fees arising out of customer's participation in the Software Maintenance & Support program.

11) Spectrum will not be responsible to offer support during the hours and within the guaranteed response time agreed to if there is a delaying cause, including, but not limited to, acts of God, delay or failure of transportation, strikes, governmental acts, fires, floods, wars, riots or other reason of a like nature not being the fault of Spectrum.

12) Spectrum will use personnel with the necessary qualifications and experience in providing Software Maintenance & Support. Except for the foregoing Spectrum makes no other representations or warranties whether express or implied with respect to Spectrum's delivery of the Software Maintenance & Support program.

13) Billable support time consists of, but is not limited to, product usage enquiry response, customer applications problem reproduction and identification, customer applications problem resolution and customer account administration.

14) Spectrum will support the latest release of a Spectrum software product. Earlier versions will not be supported 90 days after a new release is available.

15) Spectrum will use reasonable commercial efforts commensurate with its business process to provide support for obsolete products. Support for these products is available on an hourly basis subject to approval by product management at the time of purchase. Obsolete products are not eligible for the Advanced and Basic Software Maintenance & Support packages.

16) Hours included in the Software Maintenance & Support packages may not be applied to On-site Support visits. On-site Support packages must be purchased separately.