

***LifeSize® Assurance Services  
Description of Services - AMERICAS***

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## **LifeSize® Assurance Maintenance Services - Americas**

LifeSize® Assurance Maintenance Services is a comprehensive set of bundled services that allow customers to extend the life of their LifeSize hardware and software products. The LifeSize Assurance Maintenance Services package provides the highest level of investment protection for core LifeSize communication devices, available under maintenance services programs. The LifeSize Assurance Maintenance Services program includes:

- LifeSize Assurance Warranty Service
- LifeSize Assurance Advanced Replacement Service
- LifeSize Assurance Helpdesk Service

You can extend the LifeSize Assurance Maintenance Services up to three additional years from the initial date of hardware purchase. LifeSize Assurance Maintenance Services can be sold or purchased at the time of product purchase or post purchase as long as the standard warranty is still valid. Customers wishing to purchase services once the standard warranty for the device has expired will be subject to the standard LifeSize recertification fee.

Refer to the *LifeSize End User License Agreement* (EULA) for details regarding the terms and conditions of product use for all LifeSize products.

The following section provides a detailed description of each service component.

### **LifeSize Assurance Warranty Service**

#### **Software**

LifeSize warrants that the Software will substantially conform to LifeSize's published specifications for the specified maintenance period from the date of purchase to the original Licensee by LifeSize or an authorized LifeSize reseller. LifeSize does not provide any warranty whatsoever to any user of the Software subsequent to the original Licensee. LifeSize does not warrant that the Software will be error-free or operate without interruption. LifeSize or an authorized LifeSize reseller will supply, free of charge, updates, patches, bug-fixes or replacements of the Software as necessary to correct errors or malfunctions in the Software during the Software maintenance period. Any replacement will be warranted from the remainder of the maintenance agreement or (30) thirty days, whichever is longer. This warranty shall not apply to: defects other than those which result from the Software materially failing to meet LifeSize's published specifications; defects related to misuse, neglect, accident, or abuse of the Software; defects in the Software caused by or resulting from any modification of the Software; defects appearing when the Software is used in violation of this LifeSize End User License Agreement; defects in any Software that has been modified; defects appearing when Software is used in violation of this policy.

#### **Hardware**

LifeSize warrants that Hardware will be free of defects in materials and workmanship and will conform to LifeSize's published specifications for the specified maintenance period from the date of purchase to the original Licensee by LifeSize or an authorized LifeSize reseller. LifeSize does not provide any warranty whatsoever to any user of the Software subsequent to the original Licensee. During the Hardware warranty period, LifeSize or an authorized LifeSize reseller will, at its option and expense, repair, modify, or replace defective Hardware within fifteen (15) business days after LifeSize or an authorized LifeSize reseller receives the defective Hardware. Licensee must obtain from LifeSize or an authorized LifeSize reseller a Return Materials Authorization (RMA), authorizing and specifying procedures for the

return of any defective Hardware. Products returned to LifeSize or an authorized LifeSize reseller without an RMA will be returned to Licensee at Licensee's expense. All Hardware returned to LifeSize or an authorized LifeSize reseller must be properly packaged with postage prepaid. Replacement parts may contain recycled, refurbished, or remanufactured parts equivalent to new parts and are warranted for the greater of the remainder of the original Hardware maintenance period or thirty (30) days. This warranty shall not apply to (a) supplies and consumables, (b) Products with original identification marks removed or altered, (c) Products not manufactured by LifeSize, or (d) Products with defects or failures due to: disaster, accident, neglect, or misuse; failure or defect of electrical power, external electrical circuitry, air conditioning, or humidity control; use of Products with items not provided or approved in writing by LifeSize; use of the Products other than according to LifeSize's published specifications and instructions; or modifications, adjustments, repairs, or service provided by anyone other than LifeSize or its authorized service provider.

## **Assurance Advanced Replacement Services**

Assurance Advanced Replacement Services provide expedited shipment of LifeSize products under current maintenance to either the authorized LifeSize partner or designated end user when an RMA (returned merchandise authorization) has been issued by LifeSize. LifeSize products under Assurance Advanced Replacement Services ship from the designated LifeSize distribution center on the same day the RMA is issued if the RMA is issued before 2:00 PM Central Standard Time. RMAs issued after 2:00 PM central standard time will be processed the next business day. Delivery time and acceptance of goods by the authorized LifeSize partner or customer may vary depending on the customs and import process of the country in which the customer resides.

**Note:** RMA requests must be processed through the authorized LifeSize partner products where purchased from within Asia, Europe, South America, and Latin America.

## **Assurance Helpdesk Services**

LifeSize Assurance Helpdesk Services includes access to the LifeSize Technical Services and support centers globally, including phone support and ticket processing. Assurance Helpdesk Services operates Monday through Friday 8 AM to 8 PM Central Standard Time for phone and email support, as well as 24/7 knowledgebase access. LifeSize offers 2 levels of support:

### **Partner Branded Assurance Helpdesk Services – Americas**

LifeSize Authorized Expert, Professional or Registered partners as the primary point of contact for customer calls and direct end user support calls and technical phone assistance with LifeSize providing tier 3 engineering support to partners and customers indirectly.

Note: Partner must be a certified LifeSize Expert Professional or Registered partner to qualify for partner branded services. Please contact your local LifeSize channel primary point of contact for more information regarding the LifeSize Americas Expert partner program.

### **LifeSize Branded Assurance Helpdesk Services – Americas**

LifeSize as the primary point of contact for direct end user support calls and technical phone assistance with LifeSize providing tier 3 engineering phone support to partners and customers directly.

### **Scope of LifeSize Branded Helpdesk Services**

LifeSize will utilize commercially reasonable efforts to provide resolution to problems by providing electronic and telephone assistance to the point of contact designated, including:

- Information gathering
- Log file analysis
- Research, including reproducing LifeSize specific issues
- Acquiring additional information during the troubleshooting process
- Providing a resolution or steps towards a resolution
- Configuration change recommendations
- Escalation of reported errors to engineering and product groups within LifeSize

### **Customer Responsibilities**

To receive support, customers are responsible for complying with the following conditions:

- The situation presented to the LifeSize support representative is reproducible on a single system.
- The LifeSize product is on the most current released software version.
- The system, including software and hardware, is accessible and available to the partner or customer representative requesting assistance without limit during any telephone discussions.
- The representative will follow the instructions and suggestions of LifeSize's support personnel.

Assurance HelpDesk Service does not include the following:

- Support when compatibility of the software is in question or the configuration is invalid according to the published specifications for the LifeSize product.
- Third party peripherals such as displays or control device support.
- Support for products being utilized outside the country from which they were purchased.
- Support for versions of product older than the most current published LifeSize release (support on older versions is on a commercially reasonable basis).
- Remote or on-site training services.
- Command line interface integration or scripting.
- Product keys for activation.
- Recovery of lost passwords or end customer data.
- Support due to accidental or intentional damage by the end customer.
- Any activities not expressly described in this section of the service description.

## **Additional Assurance Services Information**

### **Returned Goods**

When defective Hardware or Software is returned to LifeSize pursuant to a limited maintenance claim, the LifeSize Authorized Partner or LifeSize will pay or ensure the payment of all shipping, duties, taxes, and related costs for such shipment to LifeSize and shall bear the risk of loss or damage to such Hardware or Software during shipping to and from LifeSize within the continental US or the European Union. Customers within the continental USA or the European Union (EU) shall receive services call tags (return equipment tags), which allow for the return of product.

**Software Updates**

The LifeSize Assurance Maintenance Services covers all base system software maintenance and upgrades, including all point and major releases of *base* functionality within the given LifeSize product if the product is under current maintenance. For example: Coverage includes upgrades from LifeSize software version 1.1 to 1.2 or from 1.2 to 2.0. Customers under warranty when a major software update is released will receive hot fixes issued under that major release. Major releases are defined as the primary octet and the secondary octet in release software. For example, 4.0 and 4.5 are major releases; 4.0.1 is a minor hot fix release.

**Note:** The standard LifeSize 90 day software warranty of fitness does not cover an upgrade of base system capability to more advanced capability beyond standard hot fixes. For example, 4.0 and 4.5 are major releases; 4.0.1 is a minor hot fix release. Partners without Assurance Maintenance Services can only upgrade to the available hot fix for that minor version during the base 90 day period.

**Out of Warranty Repair/Exchange**

LifeSize products for which the maintenance period has expired beyond 30 days can be returned for repair or exchange of the product (Out of Warranty Repair/Exchange) for a fee (refer to the LifeSize price list) if the product is broken or defective.

Items replaced under the Out of Warranty Repair/Exchange pricing have a standard 30 day warranty upon receipt (see standard warranty terms). A customer who purchase Out of Warranty repair must also purchase a LifeSize Assurance Maintenance Services package.