



Conditions of rendering maintenance services.

1. POLCOM renders maintenance services upon the following rules within the maintenance package agreed upon with the Client (Maintenance Services).
2. The scope of activities of POLCOM included within Maintenance Services within the given package are described by point 1.3 below.
3. All notification associated with rendering Maintenance Services will be directed by authorised representatives of the Client, of whom POLCOM had been notified via electronic mail to the address of POLCOM's maintenance department, which address will be individual for the given contact.
4. In the case of changing the address for maintenance notifications, POLCOM will be obliged to immediately notify the Client accordingly.
5. Maintenance Services will be rendered by persons having the necessary qualifications and proper powers.
6. Within Maintenance Services, upon POLCOM's cost, all the materials, elements and spare parts, as well as the equipment necessary to provide Maintenance Services, will be delivered to the place of installation of the Devices.
7. Within Maintenance Services, POLCOM will replace the damaged parts of Devices free of charge. The disassembled damaged parts will become the property of POLCOM at the moment they are replaced.
8. Within Maintenance Services, POLCOM may conduct periodical inspections of Devices (so-called Preventive Maintenance), introduce changes to the equipment and changes to microcode, in accordance with the recommendations of the producer of the Devices. These activities will be performed from Monday through Friday, from 9 AM until 5 PM, with the exception of national holidays and non-working days.
9. Should it be necessary, the Maintenance Department may repair the Device in the place other than that of its installation. In the event when a repair of a Device takes longer than predicted for the effective standard of Maintenance Services, POLCOM will be obliged to deliver at its cost a substitute Device, for the time of performing the repair. The delivery of such a substitute Device will be agreed upon with the Client beforehand.
10. By rendering Maintenance Services, POLCOM does not accept the liability for the data included in the memory of Devices or for the accessibility of such data and programming.
11. POLCOM is not liable for loss of data.
12. POLCOM is not liable for any results of activities undertaken by the Buyer as regards the



Products or for using the programming by the Buyer, or for consequential or secondary losses.

13. The total liability of POLCOM associated with Maintenance Services, is limited to the value, resulting from the agreement, of Maintenance Services in the given settlement period.



Organization of the maintenance.

In each of the packages below, the maintenance is performed on 3 levels.

Maintenance services of levels 1 and 2 are rendered by the POLCOM maintenance centre.

Level 1

Level 1 is performed by the maintenance centre which is open 24/7. The notifications are accepted and transmitted to the proper Maintenance Engineer. After learning about the problem, the Maintenance engineer will attempt to solve it remotely. In the case of the inability to solve the problem, the notification will be transferred to Level 2.

Level 2

Level 2 is performed by the maintenance department which is open 24/7. At this level the problem is classified as:

- ^ Equipment problem,
- ^ Programming problem, or
- ^ Internal communications problem.

Depending on the problem category, it will be transferred to the suitable Maintenance Engineer. Level 2 renders the maintenance response at the Client's place.

Equipment problem

In the case of an equipment failure, the Maintenance Engineer will replace the faulty elements with new ones. The Maintenance has access to the full range of spare elements, including:

Passive elements: cables, backplane...

Active elements: controllers, discs, memory cards, FC port cards...



Programming problem

In the case of a problem with the programming of the Device, the Maintenance will have access to tools allowing the analysis of internal device logs and the updates and amendments base.

Level 2 Maintenance is authorized to install all the elements that update the programming of the Device, which are currently available.

In the case of inability to solve the problem, level 3 maintenance is used.

Internal communications problem

Level 2 Maintenance also solves the problem on the border between the Device and the external environment. The Maintenance is based on a system of certification of compatibility of the producer of the Device. In the case of problems associated with instability or unsatisfactory efficiency of cooperation, the Maintenance will have access to the knowledge base of the devices' producer.

In the case of inability to solve the problem, level 3 maintenance is used.

Level 3

Level 3 is performed within the maintenance of the producer of the equipment assisted by POLCOM, by the maintenance department of the producer of the Devices – open 24/7.

Level 3 is used in the cases of all the problems being impossible to solve by the maintenance of levels 1 and 2.

For Level 3 the guaranteed repair times don't apply if the producer of the Device does not have a ready solution to the problem (such as a programming adjustment).



Maintenance packages

Maintenance Services are rendered – based on the agreement concluded between the Client and POLCOM – within the following standard packages:

Bronze Package

Standard of accepting notifications and starting the maintenance response: 5x8.

Response time: 6h.

Guaranteed repair time:

48h for critical failures

72h for non-critical failures

Modernizations of the firmware of the devices, free of charge.

Silver Package

Standard of accepting notifications and starting the maintenance response: 7x24.

Response time: 6h.

Guaranteed repair time:

48h for critical failures

72h for non-critical failures

Modernizations of the firmware of the devices, free of charge.

Gold Package.

Standard of accepting notifications and starting the maintenance response: 7x24.

Response time: 4h.



Guaranteed repair time:

24h for critical failures

48h for non-critical failures

Modernizations of the firmware of the devices, free of charge.

Platinum Package.

Standard of accepting notifications and starting the maintenance response: 7x24.

Response time: 4h.

Guaranteed repair time:

12h for critical failures

24h for non-critical failures

Modernizations of the firmware of the devices, free of charge.

Platinum PLUS Package.

Standard of accepting notifications and starting the maintenance response: 7x24.

Response time: 2h.

Guaranteed repair time:

6h for critical failures

24h for non-critical failures

Modernizations of the firmware of the devices, free of charge.

For each of the Maintenance Services packages:

a critical failure is one which results in inaccessibility of the Device,

a non-critical failure is an event not designated as a critical failure.