

**Hi-Care On-Site Premier Support Service Description**

XXX Project

**Huawei Technologies Co. Ltd.**

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1. Service Overview

Hi-Care On-Site Premier Support is an advanced maintenance service solution developed for customers who purchase Huawei products. Through this solution, Huawei not only provides warranty services, but also responds to customer requests for Technical Assistance Center (TAC) Support and advance hardware replacement within the shortest time. The solution also provides on-site technical support to help customers maintain an efficient, stable network, and improve network productivity.

Huawei is committed to providing professional and quality services for our customers quickly and enthusiastically.

Huawei hotline is available 24 hours a day, 7 days a week.

*Telephone: 1-877-9HUAWEI*

*Technical support mailbox:* *tac.usa@huawei.com*

*Technical support website: http://support.huawei.com/enterprise*

1. Service Description

With the purchase of Hi-Care On-Site Premier Support, Huawei shall provide the following services:

## Hi-Care On-Site Premier Service Level Objective

|  |  |  |
| --- | --- | --- |
| **No.** | **Service Item** | **Description** |
| 1 | Technical Assistance Center (TAC) Support | Available 24 hours a day, 7 days a week.For Priority 1 calls, respond within 30 minutesFor Priority 2 calls, respond within 60 minutesFor Priority 3 calls, respond within 2 hoursFor Priority 4 calls, respond within Next Business Day (NBD)Response time is from the moment the Huawei TAC engineer accepts the service request to when he or she contacts the customer for the first time to provide remote technical services. |
| 2 | Operating System (OS) Software Updates  | Provide the maintenance releases (patches and minor releases) of OS software. |
| 3 | Online Self-Help Support | Access to Huawei Knowledge Base website, product documents, and self-help tools, Smart Q&A, and more. |
| 4 | Advance Hardware Replacement | Available 24 hours a day, 7 days a week.Replacement parts will arrive within 4 hours for Priority 1 and Priority 2 calls.For Priority 3 and Priority 4 calls, parts will arrive within NBD.Delivery time is calculated from the moment Huawei deems a spare part is necessary and a Return Merchandise Authorization (RMA) number is generated to the time the replacement part arrives at the customer site. |
| 5 | On-Site Hardware Replacement | Available 24 hours a day, 7 days a week.Huawei engineers will arrive at the site within 4 hours for Priority 1 and Priority 2 calls.For Priority 3 and Priority 4 calls, parts will arrive within NBD.On-site service is from the time Huawei assigns an engineer to the time he or she arrives at the customer site. |

**Notes:**

1. Huawei will select a proper service mode based on the actual situation and the committed SLA to resolve customer problems in a timely and effective manner. Huawei reserves the right to select the specific service mode.
2. The service start and end dates are provided on the Purchase Order (PO)/contract between the customer and Huawei. If no service start date is listed on the PO/contract, the service starts on the 90th day after the product shipment date from Huawei, or the date of receiving the service request, whichever is earlier. If installation service is purchased from Huawei, then the service start date begins after Huawei Installation Service Acceptance. For renewal service sales, keep the last warranty or maintenance end date as the service start date.
3. Service delivery is based on a commercially reasonable effort.

## Technical Assistance Center Support

After receiving a service request for rectifying a network or system fault, Huawei engineers will first analyze and handle the fault remotely, and then rectify it in the shortest possible time. There are two methods of Technical Assistance Center (TAC) Support: telephone support and remote access.

**(1) Telephone Support**

After receiving a service request, Huawei engineers will respond through phone calls within the time period defined in the Service Level Agreement (SLA) to analyze and locate the problem. Then the engineers will provide a solution and guide customers in implementing the solution.

**(2) Remote Access**

If the fault or problem cannot be handled through telephone support, Huawei engineers, with the customer’s permission, will log in to the faulty equipment through a remote terminal to investigate the problem and collect data. After analyzing the causes, the engineers will propose a solution and guide the customer through implementation. If necessary, the engineers will operate the equipment remotely.

**Responsibility Matrix**

|  |  |  |  |
| --- | --- | --- | --- |
| **No.** | **Activity** | **Huawei Responsibility** | **Customer Responsibility** |
| 1 | Provide the channels for raising a service request.  | Owner | - |
| 2 | Respond to a service request within the SLA-defined time period. | Owner | Assistant |
| 3 | Escalate the problem to the corresponding expert support team, if necessary. | Owner | - |
| 4 | Provide the information required to locate the problem, including the serial number or bar code of the equipment, equipment location, and description of the fault as well as other information that is required to analyze the problem, such as alarms, logs, performance measurement results, and operation records. | Assistant | Owner |
| 5 | Provide a remote access channel, account, and password for temporary access. Grant Huawei engineers remote access permission. | - | Owner |
| 6 | Confirm that remote access permission has been obtained. Handle the problem through remote access if necessary. | Owner | Assistant |
| 7 | Locate and handle the problem remotely. | Owner | Assistant |
| 8 | Provide a temporary solution and restore the system to its previous state before the fault occurs, if necessary. | Owner | Assistant |
| 9 | Implement the solution and validate the effectiveness. | Assistant | Owner |
| 10 | Confirm the effectiveness of the solution and provide the status of the problem. | - | Owner |

## Operating System Software Updates

To keep the customer’s network current with the latest Operating System (OS) software features and system improvements, Huawei provides OS software updates. These include bug fixes and maintenance/minor releases. Huawei also provides the rights to new software update releases, as made generally available by Huawei. The customer will perform the software updates installation.

## Online Self-Help Support

Huawei provides technical and general information on Huawei products with product manuals, configuration guides, and network maintenance cases. After obtaining website access permission, the customer can view or download helpful documents, self-support tools, and get the latest product information. In addition, the website provides Smart Q&A service to support real-time online help.

Huawei technical support website:[http://support.huawei.com](http://support.huawei.com/enterprise/#tabname=productsupport)/enterprise

## Advance Hardware Replacement

Huawei provides advance hardware replacement services to help customers in urgent need of spare parts.

Advance hardware replacement is a service that entitles the customer to receive advance replacement of hardware. Please return the defective part to a designated Huawei site within fifteen (15) business days upon receipt of the replacement part. In the event the defective part is not received by Huawei within thirty (30) calendar days, Huawei reserves the right to charge the then-current price of the provided spare parts and to downgrade the advance hardware replacement service.

The defective part can be returned to Huawei by reusing the package that the spare part came in. The pre-paid Return Label can be found underneath the Shipping Label. It is the customer’s responsibility to remove all proprietary information from the defective part prior to returning it to Huawei.

The replacement equipment may be new or an equivalent with the same functions. If the product is no longer in production and is out of stock, Huawei will provide another type of equipment or board with performance equal to, or better than, the original.

The customer will own the replacement unit provided by Huawei, and Huawei shall own the defective unit.

If the defective part cannot be returned to Huawei due to data security, privacy, or other reasons, the customer can purchase the service for retaining the defective part.

For a product that has been replaced by Huawei, the customer is entitled to either of the following services (whichever is longer):

* + - * 1. A 90-day warranty starting from the date when the good equipment is shipped or the date when the equipment is replaced
				2. The remaining maintenance service of the original equipment

**Responsibility Matrix**

|  |  |  |  |
| --- | --- | --- | --- |
| **No**. | **Activity** | **Huawei Responsibility** | **Customer Responsibility** |
| 1 | Fill out the Service Request Form to receive hardware support services. | Assistant | Owner |
| 2 | Send the replacement equipment to a site agreed upon by the customer and Huawei. | Owner | - |
| 3 | Sign the Proof of Delivery (POD). Check whether the received equipment can operate normally and conforms to customer application. | - | Owner |
| 4 | Return the defective equipment to a warehouse designated by Huawei within the defined time frame. | - | Owner |
| 5 | Fill out a fault tag for each defective unit. | Assistant | Owner |
| 6 | Sign the POD and acceptance report after confirming that the received equipment is consistent with customer application. | Owner | - |

**Notes:**

1. When submitting a Return Material Authorization (RMA) request, fill out the fault tag and Service Request Form and then send them to Huawei through fax or email. Huawei is not responsible for any delay or other unexpected result that is caused by the customer, such as lack of information or inaccurate information provided.
2. If a piece of equipment included in the equipment list is moved to another location, notify Huawei within 30 days after moving, and Huawei will start the maintenance of the equipment within 30 days after receiving the notice.
3. If the parameters or configurations of a product are modified, including upgrading the product or modifying the configurations of the Field Replaceable Unit (FRU), notify Huawei within 5 days after modification.
4. It is highly recommended to keep the packaging (including antistatic and foam) of the returned equipment unchanged. If the original packaging cannot be used, make sure the packaging of the returned equipment meets the transportation requirements and is transported without damage.
5. Advance hardware replacement does not apply to special hardware and software, such as hardware and software customized by the customer.

## On-Site Hardware Replacement

With the purchase of Huawei Hi-Care On-Site maintenance service, Huawei will first handle the problem remotely. If the problem cannot be resolved without replacing the hardware, Huawei will assign experienced technical support engineers to the customer site within the time period defined in the SLA. The engineers will replace the hardware and rectify the fault to restore the system.

**For server and storage products**,it is the customer’s responsibility to install Customer Replaceable Units (CRUs), (refer to Appendix 2 for CRU list). If a customer requests that Huawei replace these parts, the customer will be charged for the travel and labor costs of this service. For other non-CRUs, Huawei will assign experienced technical support engineers to the customer site to perform the installation.

After replacing the hardware, please return the defective parts to a designated Huawei site within fifteen (15) business days. If the defective part cannot be returned due to data security or other reasons, the customer can purchase the Device and Data Retention Service from Huawei.

**Responsibility Matrix**

|  |  |  |  |
| --- | --- | --- | --- |
| **No.** | **Activity** | **Huawei Responsibility** | **Customer Responsibility** |
| 1 | Confirm that engineers need to be assigned to replace hardware on site. | Owner | - |
| 2 | Assign engineers to the site and make preparations (for example, apply for spare parts, make travel arrangements, etc.). | Owner | - |
| 3 | Assign a qualified Operations & Maintenance (O&M) engineer to provide necessary information and assistance for Huawei engineers. | - | Owner |
| 4 | Ensure that Huawei engineers can access the site conveniently and grant Huawei engineers permission to operate the necessary equipment. Ensure that the work environment is safe for Huawei engineers. | - | Owner |
| 5 | Arrive at the site within the defined time frame and replace the hardware on site. | Owner | Assistant |
| 6 | Verify the effectiveness of the solution. | - | Owner |
| 7 | Submit the On-Site Technical Support Report, which includes information for the service request and operation records. | Owner | - |
| 8 | Sign the On-Site Technical Support Report and confirm that the service is completed. | - | Owner |

**Notes:**

For on-site service, the customer is responsible for the following:

1. In the product’s physical location, please provide an appropriate work environment (including heat, light, ventilation, electrical outlet, etc.), and reasonable access for the use of Huawei service personnel.
2. Provide Internet access or other access capabilities for the purpose of maintenance service.
3. Provide backup logs, images, and configurations on a regular schedule, and provide that information to Huawei service personnel.
4. Provide ladders that can help reach the height of the product if the products are installed above 4 feet. Please ensure that all products are installed below 10 feet.
5. Provide safety and security protection for Huawei’s personnel or its subcontractors when they are working in unmanned sites.
6. Exclusions

Huawei shall not have any obligation to provide maintenance in the following circumstances: (a) accidents caused by force majeure (e.g. fire, flood, earthquake, lightning strike, etc.); (b) poor service delivery conditions caused by civic problems (e.g. social unrest, war, strike, social disharmony, government regulation, etc.); (c) failure to deliver services due to interruption of energy supply (e.g. power supply, water supply, oil supply, etc.).

This service does not extend to any damages, malfunctions, or non-conformities caused by (a) force majeure, such as fire, flood, earthquake, war, etc.; (b) abnormal physical or electrical stress (power surges, power outages, etc.); abnormal environmental conditions, misuse, negligence, virus infection, or accident; (c) failure to follow installation, operation, or maintenance instructions supplied by Huawei with regard to the product; (d) software, parts, or supplies not supplied by Huawei; (e) combination, modification, or service by anyone without the authorization of Huawei or its authorized representatives; (f) normal wear due to product use including, but not limited to, product cosmetics and display scratches; (g) ) For server products only, any solid-state drive (SSD) the usage of which has reached its write endurance limit. This does not apply to Storage products for example, it excludes the SSD in Dorado storage product.

Maintenance service does not apply to the following products or components: consumables, accessories, structural parts (for example, cabinet structural parts, bracket, frames, shield, carts, desks, and chairs), and terminals (HG series access terminals, wireless terminals, Thin Client terminals, etc.). Huawei will not provide on-site services for terminal products and product accessories (including but not limited to IVS cameras, coders and decoders, IP phones, IADs [excluding IAD1224], EGW, etc.). The application software service does not apply to hardware products, third-party software, or general operating systems.

The items to which the Hi-Care services do not apply include, but are not limited to: a) recovery of general operating systems and other software and data; b) testing for the operation of applications or other tests required by the customer; c) rectification of equipment faults associated with interconnectivity or compatibility; d) services requested because the customer did not install the software or patches provided by Huawei for system recovery, repair, and modification; e) services requested because the customer did not take the preventive measures recommended by Huawei.

1. Limitation of Liability

Huawei is not obligated to provide any implicit or explicit business or technical assurance not included in this document. In all cases, Huawei shall not assume responsibility for any direct or indirect financial losses to a customer caused by the content of this document. The maximum compensation amount claimed by a customer against Huawei for the losses caused by Huawei shall not exceed the price paid by the customer for the product or service.

Huawei may take proper measures to protect the security of a customer’s information, but Huawei shall not be liable for any direct or indirect liabilities incurred when Huawei obtains and processes the information during service delivery.

Huawei will only access and process related information and data that is needed to locate and resolve problems after obtaining permission from the customer. If the customer grants the service, the customer permits Huawei to access and gather the information and data that was needed to locate and resolve problems while providing the service. Consequently, the customer shall guarantee that all the necessary permits and authorizations have been obtained or retained for Huawei to provide the service, as per all applicable laws, so that Huawei does not violate the applicable laws, privacy policies, or customer agreements with users when providing the service.

The customer shall be solely responsible for removal of any confidential, proprietary, or personal information stored on the defective unit before it is returned to Huawei and further indemnify, defend, and hold Huawei harmless from, against, and in respect of, any and all claims, liabilities, obligations, costs, expenses, penalties, fines, forfeitures, and judgments (at equity or at law) imposed by any governmental authority or claim by a third party, whenever arising or incurred from, or relating to, any failure to comply with all applicable laws in the transfer or disposal of the above-mentioned information. If the customer returns hardware to Huawei, it indicates that the customer has made backup copies of information and removed all above-mentioned information stored in the hardware, and grants Huawei the right to transfer it to a Huawei repair center in any country for repair.

In the event of a dispute regarding any of these services, the parties shall first attempt to resolve a dispute within ten (10) business days through meetings between the respective project managers and any other representatives deemed necessary for these discussions. If unsuccessful, the parties agree to conduct face-to-face negotiations between senior executive officers of both parties. If unsuccessful, or if fifteen (15) business days have passed since the parties submitted the dispute to the senior executive officers, the parties may submit the dispute to the appropriate court in California. The rights and obligations herein shall be construed pursuant to the laws of the State of California, United States, excluding its conflicts of law provisions. Each Party waives its right to a jury trial in any court action arising among the parties, whether made by claim, counterclaim, third-party claim, or otherwise.

Appendix 1: Priority Level Definition

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| --- | --- |
| **Priority Level** | **Definition** |
| Priority 1 (P1) | There is a critical impact on the customer’s business operations. |
| Priority 2 (P2) | Significant aspects of the customer’s business operations are negatively impacted; the customer is able to perform business operations, but performance of business operations are degraded or severely limited. |
| Priority 3 (P3) | These are faults that have limited impact on business operations, while most business operations remain functional. |
| Priority 4 (P4) | There is little or no impact on the customer’s business operations; includes information or assistance with Huawei product functionality, operation, or configuration and other inquiries/questions. |

Appendix 2: CRU Parts List

Please refer to the following Customer Replaceable Unit (CRU) parts list link:

<http://support.huawei.com/enterprise/NewsReadAction.action?contentId=NEWS1000004847>