

# SWAP Service Level Agreement

## 1. Introduction

- 1.1. This SLA establishes the terms and conditions of the transducer SWAP Service between the "Client" and "Auditdata".

## 2. Definitions

- 1.1. "Client" refers to end-user customer.
- 1.2. "SWAP Service" refers to the service provided by Auditdata to replace out-of-calibration transducers with newly calibrated ones.
- 1.3. "Out-of-calibration transducer" refers to the transducer subject for replacement.
- 1.4. "Refurbished transducer" refers to the transducer shipped to the client, to replace the out-of-calibration transducers.

## 3. Transducer Ownership

- 3.1. The client is the owner of the transducer.

## 4. Transducer Calibration and SWAP Service – Timeline and Deadlines

- 4.1. The calibration period begins upon the first use of the headset when it is activated by the client in the Auditdata fitting software.
- 4.2. The client is responsible for contacting Auditdata to initiate the replacement of an out-of-calibration transducer.
- 4.3. The client is responsible for providing the correct ship-to address and full contact information including name and phone number so that the replacement transducer can be shipped effectively.
- 4.4. Auditdata will ship SWAP replacement transducers within five business days from the receipt of the shipping address confirmation.
- 4.5. Upon receiving the newly calibrated transducer, the client is responsible for replacing the out-of-calibration transducer with the new one.
- 4.6. The client is responsible for returning the out-of-calibration transducers to Auditdata for inspection, cleaning, and re-calibration processes.
- 4.7. The client is responsible for shipping the old transducer to Auditdata.
- 4.8. The transducer to be replaced should arrive at Auditdata no later than 30 business days after the SWAP invoice date.
- 4.9. If the transducer to be replaced has not arrived at Auditdata within 30 days after the SWAP invoice date, an invoice covering the full cost of a new corresponding transducer will be sent to the customer.

- 4.10. The SWAP Service ensures that refurbished transducers are verified to work as new ones.
- 4.11. Auditdata will create service reports for the returned transducers.

## 5. Warranty and Returns

- 5.1. Warranty for SWAP Transducers: Refurbished SWAP transducers are covered by the same warranty as new transducers (three months).

## 6. SWAP transducer returns

- 6.1. All replacement transducers will be shipped with a printed calibration certificate.
- 6.2. Defect Return Replacement
  - If a transducer refurbishment is possible, Auditdata will cover the cost of the refurbishment and any spare parts needed.
  - Refurbish parts that are covered by Auditdata are: Cables, headbands, foam parts, and ear hooks.
  - A transducer refurbishment will be performed on transducers with normal wear and tear, which is the gradual deterioration of the transducer due to regular use over time. This includes, but is not limited to, cosmetic damage, scratches, scuffs, fading, or any other signs of wear that do not affect the functionality of the product/service.
  - Refurbishment will NOT be performed on a transducer if the transducer has been used in a manner inconsistent with its intended purpose or if it has been tampered with, mishandled, altered in any way, or if any unauthorized repairs or modifications have been performed.
  - Auditdata will notify the client if any of the returned transducers cannot be refurbished.
  - If a transducer cannot be refurbished, the client will be invoiced the cost of a new corresponding transducer.
  - If the driver of the transducer needs to be replaced, there will be a repair cost.

## 7. Pricing Terms

- 7.1. Contact support@auditdata or the corresponding Key Account Manager for details about pricing.
- 7.2. Price Adjustments: In the event of any price increases, Auditdata will provide a 3-month notice to the client.
- 7.3. Exclusivity of Value Added Tax: Prices listed do not include VAT.

## 8. Shipping Terms & Costs

- 8.1. The package containing the replacement transducer should be used by the client for returning the out-of-calibration transducer. The same type and number of transducers should be returned as were received by the client.

- 8.2. The available shipping terms are described in the Shipment Terms document available at [www.auditdata.com](http://www.auditdata.com).
- 8.3. The shipment cost may vary depending on selected shipment terms.
- 8.4. A return label and packing/shipping instructions will be included with the replacement unit for returning the old one.
  
- 8.5. If there are issues with handling the return of out-of-calibration transducers to Auditdata, please contact [service@auditdata.com](mailto:service@auditdata.com).

## 9. Governing Law and Jurisdiction

- 9.1. This Agreement shall be governed by Auditdata published [terms and conditions](#)

## Appendix 1: SWAP Transducers

### 1. Supported Transducers

Auditdata Part No.	Description
90.3004	Real Ear REM Probe*
90.3003	Real Ear Insert
90.3008	B71 Bone Conductor
90.3017	TDH39 Headphone**
90.3012	DD45 Headphone
90.3043	DD45 w RE-7 headband
90.3024	HDA300 Headphone**
90.3038	DD65v2 Headphone
90.3037	DD450 Headphone
90.3014	E-A-RTONE 3A Insert**
90.3042	ER-3C Insert
90.3031	Real Ear REM Probe Flex*
91.0404	Reference Mic for HIT***
91.0711	Coupler Mic for HIT***

\* Does not include bag of 20pcs REM Probe Tubes.

\*\* Transducer is End-of-Life; replacement will be refurbished units,

\*\*\*The HIT Reference Microphone and Coupler Microphone are considered and priced together as a single transducer.

### 2. Repairs not Covered by Auditdata:

Description	Type
B71 Bone, transducer driver defect	
DD45 and TDH39, left or right transducer driver	side
HDA300, left or right transducer driver	side