

Warranty Information

The company ("Seller") from whom you have purchased the enclosed Alcatel-Lucent Enterprise Solutions Division ("Alcatel-Lucent") product (the "Product") provides a warranty on the terms and conditions indicated below. The warranty is provided by Seller only, and all warranty services must be obtained through Seller. Neither Seller nor the manufacturer, licensor or any intermediate reseller of the Products (collectively, "Providers") provides any additional warranties not expressly described below.

Programs include:

- **Software Warranty** – Seller warrants to you, the original purchaser, that for a period of ninety (90) days from the date the software Products ("Software") were first shipped to you (the "Date of Purchase") (a) the media on which Software is furnished will be free of defects in materials and workmanship under normal use and (b) Software will substantially conform to the licensor's published specifications. Seller does not warrant that operation of Software will be uninterrupted or error-free, or that functions contained in Software will operate to meet your requirements.
- **Hardware Warranty** – Seller warrants to you, the original purchaser, that the hardware Products ("Hardware") shall be free from material manufacturing and materials defects under conditions of normal use for a period of (i) one (1) year from the Date of Purchase, or (ii) fifteen (15) months from the date of manufacture, whichever is less. This warranty applies to all components in the primary unit of the Product. Hardware add-on products are not included, and may carry a warranty that is different from that of the primary unit. All returns under this warranty shall be obtained through Seller's standard return procedure, which requires that you obtain a Return Merchandise Authorization ("RMA") directly from Seller. Proof of purchase will be required. You will bear the cost of freight and insurance to deliver the defective Product to Seller or its authorized service center, and Seller will bear the cost of freight and insurance for repaired Products which are shipped to you by Seller. All returned Products must be in the original, or substantially similar, packaging and container and shall conspicuously bear the RMA number obtained from Seller prior to return. Seller will ship the repaired Product within fourteen (14) business days of receipt at an Alcatel-Lucent Enterprise Solutions Division authorized repair facility. The warranty with respect to such repaired Products will continue for a period of twelve (12) months from the date of shipment to you. During the warranty period, Seller will offer expedited advanced replacement of the Product within one (1) business day following the date listed on the RMA request form upon receipt by Seller of a non-refundable expedite fee. The price for such expedite fee will be quoted to you at the time the RMA is obtained. If the defective Hardware is not received at Seller's location within thirty (30) days of shipment of the replacement Hardware to you, or if it is subsequently determined by Seller that the returned Hardware is not subject to warranty coverage, you will be charged the current list price for Hardware delivered to you as an advanced replacement.
- **Dead On Arrival (DOA)** – Products received by you which are dead on arrival ("DOA") are defined as Products that fail to function substantially in accordance with published specifications due to defects in manufacturing or materials during the first ninety (90) days from the Date of Purchase, or during the first one hundred and eighty (180) days from the date of manufacture,

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whichever is less (the “DOA Period”). Proof of purchase of the DOA Product satisfactory to Seller will be required. In the event a Product is DOA, you are required to do the following: (i) notify Seller within the DOA Period that the Product is DOA (including a description of the circumstances thereof); (ii) return the DOA Product to Seller within thirty (30) days of reporting the DOA; (iii) deliver to Seller within the DOA Period proof acceptable to Seller indicating that the Product is DOA; (iv) provide Seller with all documentation and information that Seller requests; and (v) follow Seller’s standard DOA return procedure by obtaining an RMA directly from Seller. Subject to your satisfaction of these requirements, Seller shall have the following obligations with respect to DOA Products: (a) upon receipt of notification from you of the DOA Product, Seller will attempt to remotely validate the failure of the Product; (b) upon validation of the DOA, an RMA number will be created, and based on availability Seller will endeavor to ship the replacement Product from Seller’s nearest location within one business day following validation that the Product is DOA, provided that the RMA request form is received by 2:00 p.m. Pacific Standard Time; (c) upon receipt of the DOA Product, Seller or manufacturer will subject the DOA Product to hands-on diagnostic confirmation of the failure by technical support engineers. If Seller determines that the Product is not DOA, or if the DOA Product is not received at Seller’s location within the thirty (30) day period for returning the DOA Product following notification as set forth above, you will be charged the current list price for the Product shipped to you.

- **Limited Lifetime Hardware Warranty (LLW)**– Limited Lifetime Warranty applies only to specific hardware products (the “LLW Product”), as indicated on the Alcatel-Lucent Worldwide Price List (the “Price List”), from Alcatel-Lucent Enterprise Solutions Division, and allows for advanced replacement (rather than repair and return) of product within 5 days of the date of request for replacement. The Limited Lifetime Warranty program does not include access to a TAC engineer or software upgrades.

For all LLW Products, the following terms and conditions apply.

Alcatel-Lucent Enterprise Solutions Division’s Hardware Warranty is to the original end-user of the LLW Product. Should the LLW Product be subsequently resold, transferred, or assigned to a third party, the Limited Lifetime Warranty shall expire upon the date of resale, transfer, or assignment. In the event that Alcatel-Lucent Enterprise Solutions Division discontinues manufacture of the LLW Product, warranty support to you will be limited to five (5) years from the date Alcatel-Lucent Enterprise Solutions Division announces such discontinuance.

Indemnification Against Infringement – Alcatel-Lucent Enterprise Solutions Division will defend any action brought against you to the extent based on a claim that a Product supplied by Seller, when used for any of the purposes contemplated by Seller, directly infringes a third party United States patent or United States copyright. Alcatel-Lucent Enterprise Solutions Division will pay any award against you, or settlement entered into on your behalf, based on such infringement only if you notify Seller promptly in writing of the claim, provide reasonable assistance in connection with the defense and/or settlement thereof, at Alcatel-Lucent Enterprise Solutions Division’s expense, and permit Alcatel-Lucent Enterprise Solutions Division to control the defense and/or settlement thereof. Providers shall have no liability if the alleged infringement is caused by (i) use of other than the then-most-recent version of such Product

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provided by Seller to you hereunder, (ii) use of a Product for which Alcatel-Lucent Enterprise Solutions Division or Seller has provided you with modifications or substitute Products pursuant to this indemnity, if use of such modifications or substitute Products would have prevented the claim, or (iii) any combination of a Product with your product or other non-Seller equipment, programs or data, where Seller's Product alone would not have given rise to the claim.

In the event of an infringement action against you with respect to a Product supplied by Seller, or in the event Seller believes such a claim is likely, Seller shall be entitled, at its option but without obligation or additional cost to you, to (i) appropriately modify such Products, or substitute other Products which, in Seller's opinion, do not infringe any third party intellectual property rights; provided, that such modifications or substitutions shall not materially affect the fit or function of such Products; (ii) obtain a license with respect to the applicable third party intellectual property rights; or (iii) if neither (i) nor (ii) is commercially practicable, terminate your licenses hereunder.

Notwithstanding anything contained herein, this indemnity contains Providers' entire liability and responsibility for actual or alleged infringement of intellectual property rights.

General Terms – Except as expressly provided above, all Products are provided "As Is" with no further warranty (express or implied of any nature whatsoever). The exclusive remedy and Seller's entire liability under the above warranties will be (1) with respect to Hardware, at Seller's discretion, its repair or replacement with a functionally equivalent Product and (2) with respect to Software, using reasonable efforts to correct such Software as soon as practical after discovery of the non-conformance with published specifications, or a software maintenance release, patch or workaround to correct the non-conformance.