

Enterasys Networks

Standard Warranty

THIS WARRANTY IS GIVEN TO THE ORIGINAL PURCHASING END USER AND IS APPLICABLE ONLY TO PRODUCTS AND LICENSED MATERIALS SOLD OR DISTRIBUTED TO SUCH END USER BY AN AUTHORIZED ENTERASYS NETWORKS RESELLER (“PARTNER”) OR ENTERASYS NETWORKS (“ENTERASYS”) AND BEARING THE “ENTERASYS” BRAND NAME.

PRODUCT REGISTRATION WITHIN 30 DAYS IS REQUIRED TO VALIDATE PRODUCT WARRANTY.

1. Hardware Warranty

- A. ENTERASYS warrants to the original purchasing End User that each unit of ENTERASYS hardware products (“Hardware Products” or “Products”) will be free from defects in material and workmanship for the period specified in **Table 1 – Hardware Warranty Duration**, beginning from the date of shipment to End User.

Product Family	Total Hardware Warranty Duration
A, B, C, D, G-Series	Lifetime ¹
Dragon, NAC Appliances, NetSight Appliances	1 year
HiPath Wireless Controllers, Accessories and Access Points AP2630, AP2640 – Standalone APs AP2650, AP2660 – Outdoor APs	1 Year
HiPath Wireless Access Point Models AP2605, AP2610, AP2620, AP3610, AP3620	<i>Sold before 6/1/2009: 1 Year</i> <i>Sold after 6/1/2009: Lifetime</i>
I-Series	5 years
N, S, X-Series, Common Uplinks	1 year
RoamAbout (R2 Only)	3 years
RoamAbout (Other than R2)	1 year
Vertical Horizon (V2 Series)	<i>Sold before 1/1/2005: 1 year</i> <i>Sold after 1/1/2005: 3 years</i>

TABLE 1 – HARDWARE WARRANTY DURATION

- B. Breach of warranty will be enforceable against ENTERASYS only if written notice of such breach is received by ENTERASYS within the applicable warranty period.
- C. If a warranty claim is invalid for any reason, End User will be charged for services performed and expenses incurred by ENTERASYS in repairing, handling and shipping the returned Product.
- D. Expendable parts, such as fuses, lamps, filters, and other parts that are regularly replaced due to normal use are excluded from this warranty.
- E. As to Products repaired or replaced during the original warranty period for such Product, the warranty period on the replacement Product or the repaired Product

shall terminate thirty (30) days after shipment to End User or upon the termination of the original warranty period, whichever is longer.

- F. As to any out-of-warranty Products repaired, modified or replaced by ENTERASYS at ENTERASYS' regular charges, the warranty period with respect to the material and workmanship hereunder shall expire thirty (30) days after the date of shipment of said Product to End User.

2. Software Warranty / Firmware Warranty

- A. The only warranty ENTERASYS makes to End User in connection with ENTERASYS licensed materials, which includes ENTERASYS software, together with related documentation and the media embodying the software ("Licensed Materials"), is that the media upon which the Licensed Materials are recorded will be replaced without charge, if ENTERASYS in good faith determines that the media was defective and not subject to misuse for a period of ninety (90) days from the date of shipment to End User. Within thirty (30) days of determination of same, ENTERASYS shall use commercially reasonable efforts to replace any defective media that ENTERASYS has determined to be under warranty.
- B. Firmware
 - I. Should the ENTERASYS GTAC determine, during the course of providing support hereunder, that End User may benefit from the installation of a firmware patch or software bug fix, if and when ENTERASYS, at its sole discretion, develops and releases said firmware patch or software bug fix, ENTERASYS may make it available to End User at no charge.
 - II. For certain product families, End User is entitled to firmware releases that ENTERASYS issues from time to time. These products are defined in **Table 2 – Product Families Entitled to Firmware**. However, this warranty shall not automatically entitle customer to any feature requiring a separate license; customers must purchase a one-time license to permanently unlock these features for use. You have no right to use the firmware maintenance updates for any other product or purpose. Your use of firmware maintenance updates shall be subject to the terms and conditions, including but not limited to restrictions on transferability, set forth in ENTERASYS' License Agreement that came with the product you purchased. Your use of a firmware upgrade constitutes your acceptance of the terms and conditions of the License Agreement. Copies of the License Agreement are available upon request. Firmware updates can only be installed on products purchased through authorized resellers and channels.

Product Families Entitled to Firmware Releases
A, B, C, D, G-Series
HiPath Wireless AP2605, AP2610, AP2620, AP3610, AP3620 (AP firmware upgrade coverage begins on the initial purchase date of the associated wireless controller and is valid for the duration of the controller hardware warranty.)
I-Series (2 years from date of purchase)

TABLE 2 - PRODUCT FAMILIES ENTITLED TO FIRMWARE

3. Entitlements During the Applicable Warranty Period

A. Telephone Support

- I. Technical telephone support shall be provided by ENTERASYS' Global Technical Assistance Center ("GTAC") to End User from 8:00 a.m. to 5:00 p.m. End User's local time Monday through Friday, excluding ENTERASYS recognized holidays. For the location, telephone numbers and fee rates of ENTERASYS' GTACs please refer to ENTERASYS' Support Web page at www.enterasys.com/support. Telephone support provided hereunder will be limited to that necessary to confirm functional operation or determine if a Product is performing in accordance with Section 1, "Hardware Warranty" above. Should further support be required, normal support charges will apply.

B. Product Replacement

I. Advance Replacement

- a. During the period beginning from the date of shipment of Hardware Products and extending as defined in "Advance Replace Time" of **Table 3 – Warranty Replacement Time Frames**, any such Hardware Product which, after reasonable diagnosis and support attempts by ENTERASYS' GTAC, is determined by ENTERASYS' GTAC to be non-functioning, shall be replaced on a commercially-reasonable efforts basis. ENTERASYS shall make a commercially-reasonable effort to meet the Advance Replace timeframes detailed in **Table 4 – Advance Replacement Delivery Times**. ENTERASYS and End User shall follow the procedures outlined in 3.B.I.a.i. herein for the return and replacement of such Hardware Product during the above referenced periods.

- i. ENTERASYS must be notified by End User prior to the return of said Product. ENTERASYS will provide End User with a valid Return Material Authorization number and the location to which End User must return the Product claimed to be defective. Transportation costs relating to the delivery of warranty claims to ENTERASYS will be borne by ENTERASYS. In no event will ENTERASYS accept any returned Product which does not have a valid Return Material Authorization number. All

Products returned to ENTERASYS must be packaged in packing materials that afford the same degree of protection from damage and electrical discharge as the original packaging materials. All Products returned to ENTERASYS should be de-configured to the configuration as originally shipped to End User by removing all add-on hardware, firmware, software or other data. Any add-on firmware or software should be backed up and stored by End User before returning Products to ENTERASYS. Add-on hardware, firmware, software or other data returned with the Products may be lost in the repair process, and ENTERASYS shall bear no responsibility for such loss.

- ii. Within ten (10) days of receipt of notice from ENTERASYS requiring return, End User shall deliver said shipment to a carrier at End User's facilities as aforesaid. Failure to ship the defective equipment to Enterasys within ten days after receiving the replacement will result in an invoice being raised for the replacement equipment. If the defective unit is subsequently returned a credit note will be issued.

Product Family	Advance Replace Time	Return to Factory Repair Time
A, B, C, D, G-Series	Lifetime	N/A
Common Uplinks, N-Series, S-Series, X-Series, RoamAbout (Other than R2), Dragon, NAC Appliances, NetSight Appliances	30 days	11 months
HiPath Wireless Controllers, Accessories and Access Points AP2630, AP2640 – Standalone APs AP2650, AP2660 – Outdoor APs	30 days	11 months
HiPath Wireless Access Point Models AP2605, AP2610, AP2620, AP3610, AP3620	Lifetime	N/A
I-Series	30 days	59 Months
RoamAbout (R2 Only)	30 days	33 months

TABLE 3 - WARRANTY REPLACEMENT TIME FRAMES

Product Family	Geography	Advance Replace Delivery Time Objective²
A, B, C-Series	North America, Western Europe, Australia	NBD ³ Delivery
A, B, C-Series	Rest of world	NBD Shipment
D, G-Series	All geographies	NBD Shipment
HiPath APs	All geographies	Advanced Exchange
Other products	All geographies	Reasonable effort

TABLE 4- ADVANCE REPLACEMENT DELIVERY TIMES

II. Return to Factory Repair

a. During the remainder of the hardware warranty, for the period defined in the “Return to Factory Repair” time in **Table 3 – Warranty Replacement Time Frames**, if Products under warranty are claimed to be defective, any such Hardware Product which, after reasonable diagnosis and support attempts by ENTERASYS’ GTAC, is determined by ENTERASYS’ GTAC to be non-functioning, shall be replaced on a commercially-reasonable efforts basis. ENTERASYS and End User shall follow the procedures outlined in 3.B.II.a.i. through 3.B.II.a.iv. herein for the return and replacement of such Hardware Product during the above referenced periods.

i. ENTERASYS must be notified by End User prior to the return of said Product. ENTERASYS will provide End User with a valid Return Material Authorization number and the location to which End User must return the Product claimed to be defective. Transportation costs relating to the delivery of warranty claims to ENTERASYS will be borne by ENTERASYS. In no event will ENTERASYS accept any returned Product which does not have a valid Return Material Authorization number. All Products returned to ENTERASYS must be packaged in packing materials that afford the same degree of protection from damage and electrical discharge as the original packaging materials. All Products returned to ENTERASYS should be de-configured to the configuration as originally shipped to End User by removing all add-on hardware, firmware, software or other data. Any add-on firmware or software should be backed up and stored by End User before returning Products to ENTERASYS. Add-on hardware, firmware, software or other data returned with the Products may be lost in the repair process, and ENTERASYS shall bear no responsibility for such loss.

- ii. Within ten (10) days of receipt of notice from ENTERASYS requiring return, End User shall deliver said shipment to a carrier at End User's facilities as aforesaid.
- iii. Within thirty (30) days of receipt of same, ENTERASYS shall use commercially reasonable efforts to fix or replace, at its option, any defective Product that ENTERASYS has determined to be under warranty.
- iv. If no warranty repair or replacement was required, all transportation costs will be borne by End User. "Emergency" transportation costs shall be borne by End User.

C. Integrated Component Coverage

- I. For certain product families, as detailed in **Table 5 – Integrated Component Coverage** ENTERASYS warrants to the End User that any power supplies, fans, and cables provided with any Product covered under the Warranty will be free from defects in material and workmanship. Components excluded as noted in **Table 5 – Integrated Component Coverage** have their own warranty, the terms of which are included with the product/component.

Product Family	Cables	Fans	Power Supplies	I/O Modules	Uplinks
A, B, C-Series	No	Yes	Yes	Yes	No ⁴
D, G-Series	No	Yes	1 yr	Yes	No ⁴
I-Series	Yes	N/A	3 yrs	Yes	No ⁴

TABLE 5 – INTEGRATED COMPONENT COVERAGE

4. General

- A. The warranties set forth in Sections 1 and 2 above, and the entitlements set forth in Section 3 above, are for the benefit of and shall apply only to End User.
- B. ENTERASYS' warranties shall not apply to any Product or Licensed Material which has been damaged as a result of, or subjected to, accident, neglect, misuse, abuse, vandalism, riot, war, acts of terrorism, negligence in transportation or handling, failure of or surges in electric power, improper operating environment (including lack of proper temperature, humidity, ventilation or air quality control), flood, water, fire or smoke and heat damage, causes other than ordinary use, acts of God, or causes beyond ENTERASYS' control, or if the Product or Licensed Material was not properly maintained by End User during the warranty period.
- C. There shall be no warranty or liability for any Products or Licensed Materials that have been modified by End User without ENTERASYS' prior written approval.
- D. Replacement Products or Licensed Materials outside the scope of this warranty or with respect to Product(s) or Licensed Materials out-of-warranty will be furnished at the established charges of ENTERASYS then in effect.

- E. End User shall ensure that ENTERASYS will have full and free access to the Products and Licensed Materials at End User's site, if required.
- F. ENTERASYS shall not be responsible for failure to repair or replace Products or Licensed Materials due to causes beyond its control. ENTERASYS shall not be required to replace any Product or Licensed Material if it would be impractical for ENTERASYS personnel to do so because of unauthorized alterations to the Products or Licensed Materials or its unauthorized connection by mechanical or electrical means to another system or device.
- G. Enterasys reserves the right to replace any defective Product with different or refurbished product with substantially the same functionality.
- H. Enterasys Products and Licensed Materials may include or be bundled with third-party products and software. Any warranties set forth herein do not apply to any such third-party products or software.

5. Limitation of Liability

- A. THESE WARRANTIES AND ENTERASYS' AND ITS AFFILIATES' LIABILITY AND END USER'S REMEDIES WITH RESPECT THERETO, AS SET FORTH HEREIN, ARE EXCLUSIVE AND EXPRESSLY IN LIEU OF ALL OTHER WARRANTIES, LIABILITIES, REMEDIES, EXPRESS OR IMPLIED, INCLUDING ANY OBLIGATION, LIABILITY, RIGHT, CLAIM, OR REMEDY IN TORT, WHETHER OR NOT ARISING FROM NEGLIGENCE OF ENTERASYS OR ITS AFFILIATES, ACTUAL OR IMPUTED, AND NO WARRANTIES, EXPRESS OR IMPLIED REPRESENTATIONS, PROMISES OR STATEMENTS HAVE BEEN MADE BY ENTERASYS OR ITS AFFILIATES UNLESS CONTAINED IN THIS AGREEMENT. NO WARRANTY, EXPRESS OR IMPLIED, IS MADE HEREIN THAT THE LICENSED MATERIALS, PRODUCTS OR ANY PARTS ARE MERCHANTABLE, OR FIT OR SUITABLE FOR THE PARTICULAR PURPOSES FOR WHICH THE LICENSED MATERIALS, PRODUCTS OR PARTS MAY BE ACQUIRED BY END USER. IN NO EVENT SHALL ENTERASYS OR ITS AFFILIATES BE LIABLE TO END USER FOR ANY INDIRECT, INCIDENTAL, OR CONSEQUENTIAL DAMAGES INCLUDING WITHOUT LIMITATION, LOSS OF DATA, OR PROFITS, WHETHER CLAIMED BY REASON OF BREACH OF WARRANTY OR OTHERWISE, AND WITHOUT REGARD TO THE FORM OF ACTION IN WHICH SUCH CLAIM IS MADE.
- B. The Products and Licensed Materials are not specifically developed, or licensed for use in any nuclear, aviation, mass transit, or medical applications or in any other inherently dangerous applications.
- C. End User hereby agrees that ENTERASYS shall not be liable for any claims or damages arising from such use if End User uses the Products and/or Licensed Materials for such applications.
- D. End User agrees to indemnify and hold ENTERASYS harmless from any claims for losses, costs, damages, or liability arising out of or in connection with the use of the Products and/or Licensed Materials in such applications.

- E. Notwithstanding anything contained herein to the contrary, the total maximum liability of ENTERASYS and its Affiliates under this warranty for the affected Product(s) and Licensed Materials is limited, at the option of ENTERASYS, to either:
1. ENTERASYS' use of reasonable efforts to repair any Product or Licensed Materials; or
 2. ENTERASYS' use of reasonable efforts to replace any Product or Licensed Materials, or any shipment as to which any defect is claimed by End User and duly verified by ENTERASYS; or
 3. The refund of the purchase price or license fee paid depreciated on a straight-line basis over a three (3) year period.
- F. Notwithstanding anything to the contrary herein, with respect to any applicable Lifetime Warranty, in the event of an epidemic failure of the covered product, arising from reasonably unforeseeable factors outside of Enterasys' immediate control, Enterasys reserves the right to modify its warranty obligations in a commercially reasonable manner, balancing customer needs and Enterasys' practical financial and logistical considerations.

¹ *Lifetime is defined as End of Sale plus 5 years*

² *Actual delivery times may vary depending on specific End User location*

³ *NBD means Next Business Day*

⁴ *Common uplinks carry their own warranty. See details in Table 1 – Hardware Warranty Duration*