

Limited Warranty

Hardware

Aperto® Networks Inc. ("Aperto" or the "Company") warrants to the end-user ("Client") that this hardware product will conform in all material respects to the published specifications provided with the hardware and will be free from defects in workmanship and materials, under normal use and service, for a period of 1 year from the date of original shipment by Aperto. During the first ninety (90) days of the warranty period, all repairs traceable to faulty modules will be shipped on an advanced-replacement basis; next business day after determination and identification of product fault. The foregoing warranty will not apply if the identified defects were caused by accident, abuse, neglect, alteration or use inconsistent with the specifications provided with the hardware.

Aperto's sole obligation under this limited warranty shall be, at Aperto's option, to repair the defective product or part, deliver to the client an equivalent product or part to replace the defective item, or if neither of the two foregoing options is reasonably possible, a refund will be provided to the client for the purchase price paid for the defective product. All products that are replaced will become the property of Aperto.

Replacement products may be new or reconditioned. Aperto's obligations hereunder are conditioned upon the returned of affected articles in accordance with Aperto's Return Material Authorization (RMA) procedures.

The above warranty will apply to any replaced or repaired product, or part for 90 days from shipment -- or the remainder of the initial warranty period, whichever is longer.

Software

Aperto warrants to the client that each software program licensed from it will perform substantially in conformance to its published specifications, for a period of ninety (90) days after original shipment by Aperto. Aperto warrants the media on which the software is furnished will be free of defects in materials and workmanship under normal use during the warranty period. This limited warranty extends only to the original licensee of the software. Client's sole and exclusive remedy and the entire liability of Aperto and its suppliers under this limited warranty will be at Aperto's option, to repair or replace the software. Aperto does not warrant that the software is error free, that the client will be able to operate the software without problems or interruptions or that the software or any equipment, system or network on which the software is used will be free of vulnerability to intrusion or attack.

Obtaining Warranty Service

The client must contact the company to obtain warranty service authorization. Date of proof of purchase from Aperto will be required.

Products returned to Aperto must be pre-authorized by Aperto with a Return Material Authorization (RMA) number and sent prepaid and packaged appropriately for safe shipment. Risk of loss in return shipment will be borne by the client, and it is recommended that returned goods be insured and/or sent by a method that provides for tracking of the package. Responsibility for loss or damage does not transfer to Aperto until Aperto receives the returned item.

Provided that Aperto determines that the item is actually defective, the repaired or replaced item will be shipped to the client, at Aperto's expense, (1) not later than thirty (30) days after Aperto receives the defective product or (2) subject to the terms of a separate written agreement with Aperto.

Dead- or Defective-on-Arrival. In the event a product becomes entirely inoperable within the first forty-eight (48) hours of the initial installation of the product, and such installation takes place within ninety (90) days after the date of purchase from Aperto, upon verification of the condition by Aperto, it will be considered dead- or defective-on-arrival

(DOA) and a replacement shall be provided by advance replacement. The replacement product will be shipped by the next business day after Aperto's verification of the DOA product, subject to availability and other shipping restrictions. The shipment of advance replacement products is subject to local legal requirements and may not be available in all locations. When an advance replacement is provided and the client fails to return the original product to Aperto within thirty (30) days after shipment of the replacement, Aperto will invoice the client for the replacement product, at list price.

WARRANTIES EXCLUSIVE

THE FOREGOING WARRANTY CONSTITUTES COMPANY'S EXCLUSIVE LIABILITY, AND THE EXCLUSIVE REMEDY OF THE CLIENT, FOR ANY BREACH OF WARRANTY OR OTHER NONCONFORMITY OF GOODS. THIS WARRANTY IS EXCLUSIVE, AND IN LIEU OF ALL OTHER WARRANTIES. COMPANY MAKES NO OTHER WARRANTIES, EXPRESS, IMPLIED OR STATUTORY, INCLUDING WITHOUT LIMITATION ANY WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. THE SOLE AND EXCLUSIVE REMEDY FOR ANY BREACH OF THIS WARRANTY SHALL BE AS EXPRESSLY PROVIDED HEREIN.

LIMITATION OF LIABILITY

NOTWITHSTANDING ANYTHING TO THE CONTRARY CONTAINED HEREIN OR IN ANY OTHER DOCUMENT CLIENT'S EXCLUSIVE REMEDY FOR ANY CLAIMS RELATED TO PRODUCTS PURCHASED FROM THE COMPANY SHALL BE AS SET FORTH IN THE ABOVE WARRANTY. THE COMPANY SHALL NOT BE LIABLE TO THE OTHER FOR DAMAGES OF ANY KIND, INCLUDING INCIDENTAL OR CONSEQUENTIAL DAMAGES.

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