



Product Warranty

The following terms and conditions govern IP Infusion Inc.'s ("IPI") product warranty for hardware and software products to the end user ("Customer").

1. Warranty Start Date

The hardware warranty Start Date is the date the hardware is shipped from the manufacturing facilities of UfiSpace, Celestica, or Edgecore Networks, the Original Design Manufacturers ("ODM"). IPI's software warranty Start Date is the date the software license is activated via:

<https://ipinfusion.flexnetoperations.com/>

2. Limited Hardware Warranty

IPI warrants that for a period of one (1) year from the Start Date for UfiSpace and Celestica hardware and three (3) years from the Start Date for the Edgecore Networks hardware purchased by Customer the hardware shall be free of defects in material and workmanship under normal authorized use consistent with the hardware product instructions. This product warranty extends only to the Customer and is not transferable. Hardware Warranty period may be extended if Customer purchases an extended warranty with the initial hardware purchase or thereafter provided there is no lapse in warranty coverage. If IPI receives notice during the warranty period specifying a nonconformity of hardware product, IPI together with the applicable ODM will use commercially reasonable efforts to repair or replace the non-conforming hardware product through the RMA process described below. IPI reserves the right to refund the purchase price as its exclusive warranty remedy.

3. Limited Software Warranty

IPI warrants to Customer for a period of ninety (90) days after the Start Date ("Warranty Period"), the Software will conform in all material respects to the provided documentation. Any claims under this warranty must be in writing and must be received by IPI within the Warranty Period. If the Software fails to conform to this warranty, then IPI shall have thirty (30) days following receipt of Customer's warranty claim to make commercially reasonable efforts to repair or replace the Software at no charge to Licensee. If IPI is unable to repair or replace the Software, IPI may terminate the license and refund the amount paid. This is IPI's sole obligation and Licensee's sole remedy for any breach of this warranty. This warranty is nontransferable.

4. Warranty Restrictions

No warranty will apply if the Hardware or Software has been altered, except by IPI and the ODM; has not been installed, operated, repaired, or maintained in accordance with documentation supplied by IPI or the ODM; or has been subjected to unreasonable physical, thermal or electrical stress, misuse, negligence, or accident. Customer is solely responsible for assessing the suitability of the product for use in particular applications and backing up its programs and data to protect against loss or corruption.

5. Hardware Replacement (RMA)

Nonconforming hardware may only be returned with a Return Merchandise Authorization ("RMA") number issued by authorized IPI service personnel. Any hardware returned without an RMA, may be rejected, returned or scrapped at IPI's election.

IPI RMA process is:

- Customer must send an email to IPI Technical Assistance Center (“IPI TAC”) at IPI-TAC-Global@ipinfusion.com that includes the serial number of the product, date when the product was purchased, and a detailed description of the warranty claim.
- IPI TAC will perform remote diagnostics collecting the necessary information on the warranty claim.
- IPI TAC will open a ticket with the ODM.
- ODM will, if appropriate, issue an RMA number (30-day validity) to IPI TAC.
- IPI TAC will provide the RMA number to Customer and IPI's Logistics Partner (Distributor) will contact Customer and arrange for return shipment to an Authorized Repair Center.
- ODM will repair or replace the hardware (30 calendar days after receipt) and ship the repaired or replaced hardware product to Customer. Actual delivery times may vary depending on Customer location. ODM, will either repair the nonconforming hardware or replace the nonconforming hardware product with either equivalent to new or new hardware product.

Transportation costs, insurance, duties, fees if any, incurred in connection with the return of a non-conforming hardware to an Authorized Repair Center shall be borne by Customer. IPI and ODM shall reimburse such shipment costs and pay any transportation costs incurred with the redelivery of a repaired or replaced hardware. If IPI determines, at its sole discretion, that the allegedly nonconforming hardware is conforming or is not otherwise covered by IPI's Product Warranty, the cost of inspection, any repair by IPI or ODM, and all insurance, duties, fees and shipping expenses, shall be paid by Customer before return.

6. Disclaimer

EXCEPT AS EXPRESSLY SET FORTH ABOVE, IPI AND EACH ODM MAKES NO REPRESENTATION OR WARRANTY OF ANY KIND, EXPRESS, IMPLIED OR STATUTORY, INCLUDING BUT NOT LIMITED TO WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE OR NONINFRINGEMENT, OR WARRANTIES OR OBLIGATIONS ARISING FROM A COURSE OF DEALING, USAGE OR TRADE PRACTICE. FURTHER, IPI DOES NOT WARRANT THAT THE SOFTWARE IS ERROR FREE OR THAT CUSTOMER WILL BE ABLE TO OPERATE THE SOFTWARE WITHOUT PROBLEMS OR INTERRUPTION.

7. Limitation of Liability

IN NO EVENT WILL IPI OR ITS AFFILIATES SUPPLIERS OR ANY ODM BE LIABLE FOR ANY LOSS OF USE, INTERRUPTION OF BUSINESS, LOST PROFITS, OR LOST DATA, OR INDIRECT, SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES OF ANY KIND REGARDLESS OF THE FORM OF ACTION, WHETHER IN CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY OR OTHERWISE, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGE, AND WHETHER OR NOT ANY REMEDY PROVIDED SHOULD FAIL OF ITS ESSENTIAL PURPOSE. THE TOTAL CUMULATIVE LIABILITY TO CUSTOMER, FROM ALL CAUSES OF ACTION AND ALL THEORIES OF LIABILITY, WILL BE LIMITED TO AND WILL NOT EXCEED THE PURCHASE PRICE OF THE PRODUCT PAID BY CUSTOMER. IN ADDITION, IPI SHALL NOT BE LIABLE FOR CUSTOMER'S OR ANY THIRD PARTY'S SOFTWARE, FIRMWARE, INFORMATION, DATA, OR MEMORY DATA CONTAINED IN, STORED ON, OR INTEGRATED WITH ANY PRODUCT SOLD BY OR RETURNED, WHETHER UNDER WARRANTY OR NOT. THE PARTIES AGREE THAT THE CALIFORNIA LAW SHALL APPLY TO ANY DISPUTE AND THE EXCLUSIVE VENUE FOR ANY DISPUTE BETWEEN THEM SHALL BE IN THE FEDERAL OR STATE COURTS IN SANTA CLARA COUNTY, CALIFORNIA, AND THE PARTIES' CONSENT TO THE EXCLUSIVE JURISDICTION IN THOSE COURTS.