

Network Equipment Technologies, Inc. Warranty

Warranty Term. The term of warranty for hardware products shall be as set forth below (“Hardware Warranty Term”) and the term of warranty for the media on which software products are shipped shall be 90 days (“Software Warranty Term”); commencing, in each case, as of the date of shipment from NET’s facilities.

Product family	Hardware warranty term
Promina and NX1000	One Year
SCREAM	
VX Series	
NX5010	
Tenor CMS, Remote Management Session Server, Call Routing Server, Hybrid Gateway, Application Server, and Call Relay SP	
NET-Tenor AF, NET-Tenor AX, NET-Tenor BX, NET-Tenor DX, NET-Tenor AS, Call Relay 60	Two Years

Limited Warranty. NET warrants, for the Hardware Warranty Term, that each hardware product substantially conforms to the specifications in the documentation for the product, and for the Software Warranty Term, the media on which software is recorded shall be free from defects.

Warranty Exclusions. No warranty shall apply if the NET hardware or software product (i) has been altered other than by NET, (ii) has been subjected to unreasonable physical, thermal or electrical stress, misuse, negligence or accident, (iii) has been used improperly, such as by failure to follow NET’s operating instructions, use with incompatible equipment, or failure to implement updates and new releases of Software made available by NET, or (iv) is ordered after the formal “end-of-life last shipment date” for the product. Third-party products are covered by the warranties of their manufacturer and not the warranties set forth herein.

Warranty Remedies. Any repair or replacement of products shall be carried out in accordance with NET’s then-current procedures for returned materials authorization (RMA Procedure) as set forth on the support section of NET’s website (www.net.com). Upon return pursuant to the RMA Procedure, NET shall, in its discretion, repair or replace the product or parts to achieve compliance with the warranty; provided that NET reserves the right to refund the purchase price as its exclusive warranty remedy. Resolution of customer issues may be achieved by issuance of a later release of software or firmware, which could require upgrade of other components, the costs of which are not included in this warranty.

Exclusive Remedy. **THIS WARRANTY IS IN LIEU OF ALL OTHER WARRANTIES. NET DISCLAIMS ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, OR ARISING FROM THE COURSE OF DEALING BETWEEN THE PARTIES OR USAGE OF TRADE. NET DOES NOT WARRANT UNINTERRUPTED OR ERROR-FREE OPERATION OF THE PRODUCTS.** No other entity, including any authorized NET distributor or reseller, is authorized to make any warranty commitment, whether oral or written, binding upon NET, and any such statements are void.