



## **Limited Hardware and Software Warranty**

The following terms and conditions govern the Limited Warranty for Hardware and Software products (collectively, “Products”) provided by GigalO Networks, Inc. (“GigalO”). This Limited Warranty extends only to the original purchaser of a Product (“Customer”) and is effective as of the date of purchase of such Product. For future purchases, please download the current warranty information from [www.gigaio.com](http://www.gigaio.com), as this Limited Warranty may be updated by GigalO from time to time.

### **Limited Warranty Start Date**

“Start Date” as used in this policy means the date when the GigalO Product is invoiced from GigalO to the Customer, or with written approval from GigalO, the date invoiced from an authorized GigalO reseller to the Customer.

### **Limited Hardware Warranty**

“Warranty Period” as used in this policy means a period of one (1) year from the Start Date with respect to GigalO hardware. For many Products, three (3) or five (5) year service and support packages are either required or optional as detailed in the GigalO quotation and invoice for the system enhancing warranty services for the period. Any Software embedded in the GigalO hardware is subject to the Limited Software Warranty set forth below.

GigalO warrants that for the applicable Warranty Period, the GigalO hardware purchased by Customer (“Hardware”) shall be free of defects in material and workmanship under normal authorized use consistent with the Product instructions. In the event that GigalO receives notice during the Warranty Period that any Hardware does not conform to this Limited Warranty, Customer’s sole and exclusive remedy, and GigalO’s sole and exclusive liability, shall be for GigalO, at its sole option, to: (1) repair the Hardware at no charge, using new or refurbished replacement parts; (2) exchange the Hardware with new or refurbished Hardware; or (3) refund the purchase price of the Hardware. GigalO’s obligations hereunder are conditioned upon Customer’s return of the Hardware to GigalO in accordance with the terms of this Limited Warranty. GigalO will use commercially reasonable efforts to ship any replacement Hardware within ten (10) working days after GigalO’s receipt of the non-conforming Hardware. Actual delivery times may vary depending on Customer location.

### **Limited Software Warranty**

Subject to the terms of GigalO’s Software License Agreement, GigalO warrants for a period of 90 days from the Start Date that: (i) the media on which the Software is delivered will be free of defects in material and workmanship under normal authorized use consistent with the Product instructions; and (ii) the Software will perform substantially in accordance with GigalO’s standard specifications. GigalO does not warrant the Software will operate uninterrupted or error-free. In the event that GigalO receives notice during the Software warranty period that any Software does not conform to this Limited Warranty, Customer’s sole and exclusive remedy, and



GigalO's sole and exclusive liability, shall be: (1) for GigalO to replace the defective media; or (2) for GigalO, at its sole option, to repair, replace or refund the Fees paid for such Software. GigalO's obligations hereunder are conditioned upon Customer's compliance with the terms of GigalO's Software License Agreement. For purposes of this Limited Warranty, "Software" means any GigalO software embedded in or installed on any GigalO Hardware when delivered to Customer, or any GigalO software identified in a Purchase Order, invoice or proof of entitlement issued by GigalO. With respect to any Software that is not shipped from GigalO's facilities or from an authorized GigalO reseller to the Customer, the "Start Date" shall mean the date when the Customer is invoiced and granted access to the Software.

### **Restrictions**

This Limited Warranty shall not apply if the Hardware or Software: (i) has been altered, except by GigalO; (ii) has not been installed, operated, repaired, or maintained in accordance with instructions supplied by GigalO; or (iii) has been subjected to unreasonable physical, thermal or electrical stress, misuse, contamination, negligence, or accident. In addition, the GigalO Hardware and Software are not designed or intended for use in (i) the design, construction, operation or maintenance of any nuclear facility, (ii) navigating or operating aircraft; or (iii) any life-saving, life-support or life-critical medical equipment, and GigalO disclaims any express or implied warranty of fitness for such uses. 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. GigalO's warranty obligations do not include installation support. No one is authorized to make any statement or representation altering the terms of this Limited Warranty.

### **Hardware Replacement Process**

Any defective Hardware can only be returned for warranty service with a valid return material authorization ("RMA") number issued by authorized GigalO service personnel. To request an RMA number, Customer must contact GigalO Technical Support and provide information that includes the serial number of the Hardware, date when the Hardware was invoiced, and a description of the problem. GigalO will only assist Customer with RMA processing pursuant to the terms of this Limited Warranty. Support calls or emails will not be accepted after the expiration of the Limited Warranty period unless the Customer has purchased a valid service contract that is in effect as of the time of the call. The RMA number must be included on the outside carton label of the returned Hardware. Transportation costs, if any, incurred in connection with the return of a defective Hardware to a GigalO repair center shall be borne by Customer. GigalO shall pay the return transportation cost from GigalO for repaired or replaced Hardware. If, however, GigalO reasonably determines that the returned Hardware is functional, the Customer shall be responsible for the return transportation cost from GigalO. When any Product is returned for examination and inspection, or for any other reason, Customer will be responsible for all damage resulting from improper packing or handling and for loss in transit, notwithstanding any defect or nonconformity in the Product. If GigalO determines, at its sole discretion, that the allegedly defective Hardware is not covered by GigalO's Limited Warranty, the cost of repair by GigalO,



including all shipping expenses, shall be paid by Customer. Customer is responsible for backing up and saving any data, software, firmware or other information embedded in or saved on any returned Hardware, and GigalIO will not restore, save or return any such data, software, firmware or other information with any repaired or replaced Hardware.

If the Customer has purchased a three (3) or five (5) Service and Support Plan as indicated on the system invoice, as part of the RMA process GigalIO will provide shipping labels for each box to be returned to the Customer and GigalIO will pay for the transportation cost for the return of the Product. GigalIO will ship a replacement hardware Product as soon as practicable, taking into account inventory availability and the applicable Hardware Product's lead-time. If, however, GigalIO reasonably determines that the returned Hardware is functional, the Customer shall pay the transportation costs. Customer must return the DOA Hardware Product within one (1) week of GigalIO issuing an RMA for such DOA Hardware Product. If Customer fails to return such DOA Hardware Product within one (1) week, GigalIO may invoice Customer for the full price of the Hardware Product and Customer will pay such invoice within thirty (30) days of receipt of such invoice. Customer will be responsible for all damage resulting from improper packing or handling and for loss in transit, notwithstanding any defect or nonconformity in the Product.

### **Dead on Arrival ("DOA")**

Subject to GigalIO's Hardware Replacement Process, GigalIO will provide Customer with a new Hardware Product directly from its facilities should Customer receive a Hardware Product GigalIO determines to be Dead on Arrival ("DOA"). Under this policy, a hardware Product is DOA if it does not operate at initial power up, consistent with the Product instructions. For Hardware products to qualify as DOA an RMA request must be submitted within thirty (30) days of such Hardware Products initial shipment from GigalIO or from an authorized GigalIO reseller. After GigalIO's determination the Hardware Product is DOA, GigalIO will ship a replacement hardware Product as soon as practicable, taking into account inventory availability and the applicable Hardware Product's lead-time. As replacement Products will ship new from GigalIO's facilities, customer should allow for additional transit time due to international customs clearance, where applicable. Customer must return the DOA Hardware Product within one (1) week of GigalIO issuing an RMA for such DOA Hardware Product. If Customer fails to return such DOA Hardware Product within one (1) week, GigalIO may invoice Customer for the full price of the Hardware Product and Customer will pay such invoice within thirty (30) days of receipt of such invoice.

### **Disclaimer**

EXCEPT AS EXPRESSLY PROVIDED IN THIS LIMITED WARRANTY, ALL EXPRESS OR IMPLIED REPRESENTATIONS AND WARRANTIES, INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR MEETING CUSTOMER'S REQUIREMENTS, NONINFRINGEMENT OF ANY THIRD PARTY'S INTELLECTUAL PROPERTY RIGHTS, COMPATIBILITY OR INTEROPERABILITY WITH ANY HARDWARE,



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#### **Limitation of Liability**

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