Standard Product Warranty Policy

The Start Date of the Warranty

As used in this Warranty Policy, the Start Date is (i) the date of shipment from Extreme Networks ("Extreme") or (ii) in the case of resale from an Authorized Distributor, the date of shipment from an Authorized Distributor.

Defined Terms. Capitalized terms in this Warranty Policy are defined in the Definitions section of this document.

Limited Hardware Warranty and Remedy

Extreme warrants that the Hardware will be free from defects in material and workmanship under normal authorized use, consistent with Extreme's then-current published Documentation. This warranty is subject to the limitations and conditions set forth in this policy. The warranty extends only to the original Customer.

During the Warranty Period, Extreme, at its option, shall repair or replace the non-conforming Hardware, or refund the fees paid for such Hardware following return of the non-conforming Hardware. Hardware replacements may be refurbished, or new equipment substituted at Extreme's option. Extreme may replace failed Hardware that has been discontinued or is otherwise unavailable with Hardware which is, in Extreme's sole opinion, functionally equivalent to the failed Hardware. This warranty remedy is exclusive and is conditioned upon Extreme being notified in writing of the non-conforming Hardware within the Warranty Period.

Limited Software Warranty and Remedy

Extreme warrants that the Software will perform substantially in accordance with its published Documentation for a period of ninety (90) days from the Start Date or the date of Your initial download of the Software from Extreme's website, as applicable, or such other minimum period required under applicable law. THIS LIMITED WARRANTY APPLIES ONLY TO THE ORIGINAL END USER PURCHASER AND NOT TO A SUBSEQUENT PURCHASER OR USER. Refer to Extreme's End User License Agreement (EULA) for additional terms and conditions related to the Limited Software Warranty.

Warranty Exclusions

A. The warranties set forth above shall not apply to:

   i. any third-party software or hardware, whether or not such third-party software or hardware is or was provided by Extreme;

   ii. any Products that have been modified or repaired by anyone or any entity other than Extreme or as authorized by Extreme in writing;

   iii. any Products that have not been maintained in accordance with the Documentation or other operating instructions supplied by Extreme;

   iv. any Products that have been subjected to abnormal physical or electrical stress, abnormal environmental conditions, misuse, negligence, or accident;

   v. Products that are used for beta, evaluation, testing or demonstration purposes or other situations whereby Extreme has not received payment of a purchase price or license fees, and in such cases, the Products are provided "AS IS" with all faults and without warranty of any kind, express or implied, and

   vi. Expendable parts, such as fuses, lamps, filters, batteries, and other parts that are regularly replaced due to normal use.

B. The Products 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. operating life-support or life-critical medical equipment, and Extreme disclaims any express or implied warranty of fitness for such uses.

C. Extreme's warranty obligations do not include:

i. Installation or reinstallation

ii. Configuration

iii. Maintenance services

iv. Professional services including but not limited to consulting, network design, optimization, complex topologies, and training.

Additionally, no warranty shall apply beyond the published End of Support date for the Products, as outlined in Extreme's End of LIfe Policy as set forth at Extreme Policies and Warranties.

Warranty Assumptions

Extreme is not responsible for delays related to export or customs regulations or processes, in the event of a force majeure event, or due to transportation issues. Actual Product delivery times may vary depending on specific Customer location(s).

Replacement Products will be warranted for the remaining warranty period of the original Products that were replaced, and may be new, refurbished or functionally equivalent products.

As to Products repaired or replaced during the original warranty period for such Product, the warranty period for the replacement Product or the repaired Product shall terminate thirty (30) days after shipment to the Customer or upon the termination of the original warranty period, whichever is longer.

A replacement Product will be at the then-current minimum hardware, software and software release levels as published by Extreme for the Product being replaced.

For Products that are sold in a "bundled" manner or as an appliance as defined in Extreme's published price list, the warranty is per each individual Product part number that comprises the bundle, unless otherwise noted in the price list.

Warranty Disclaimer.

EXCEPT FOR THE EXPRESS LIMITED WARRANTIES AND CONDITIONS SET FORTH HEREIN AND IN THE EULA, EXTREME MAKES NO OTHER WARRANTIES OR CONDITIONS RELATING TO THE PRODUCTS, AND EXPRESSLY DISCLAIMS AND EXCLUDES ANY OTHER REPRESENTATIONS OR WARRANTIES OF ANY KIND, EXPRESS, IMPLIED OR STATORY, INCLUDING ANY WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE OR NONINFRINGEMENT, SATISFACTORY QUALITY, NON-INTERFERENCE, OR WARRANTIES OR OBLIGATIONS ARISING FROM A COURSE OF DEALING, USAGE OF TRADE PRACTICE, TO THE MAIMUM EXTENT PERMITTED BY APPLICABLE LAW.

EXTREME DOES NOT WARRANT THAT THE SOFTWARE IS FREE OF INACCURACIES, ERRORS, BUGS, VIRUSES, INTERRUPTIONS OR OTHER HARMFUL COMPONENTS OR PROGRAM LIMITATIONS OR THAT ALL ERRORS WILL BE CORRECTED. EXTREME ALSO DOES NOT WARRANT THAT THE SOFTWARE WILL PROTECT AGAINST ALL POSSIBLE THREATS 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. EXTREME IS NOT RESPONSIBLE FOR ANY DELAYS, FAILURES OR ANY LOSS OR DAMAGE RESULTING FROM THE TRANSFER OF DATA OVER COMMUNICATIONS NETWORKS AND FACILITIES, INCLUDING THE INTERNET, AND YOU ACKNOWLEDGE THAT THE SOFTWARE AND DOCUMENTATION MAY BE SUBJECT TO LIMITATIONS, DELAYS AND OTHER PROBLEMS INHERENT IN THE USE OF SUCH COMMUNICATION FACILITIES.

TO THE EXTENT AN IMPLIED WARRANTY CANNOT BE EXCLUDED, SUCH WARRANTY IS LIMITED IN DURATION TO THE APPLICABLE WARRANTY PERIOD OR OTHERWISE TO THE MAXIMUM EXTENT PERMITTED BY LAW. BECAUSE SOME STATES OR JURISDICTIONS DO NOT ALLOW LIMITATIONS ON HOW LONG AN IMPLIED WARRANTY LASTS, THE ABOVE LIMITATION MAY NOT APPLY TO CUSTOMER.

THIS WARRANTY GIVES CUSTOMER SPECIFIC LEGAL RIGHTS AND CUSTOMER MAY ALSO HAVE OTHER RIGHTS WICH VARY FROM JURISDICTION TO JURISDICTION.

Limitation Of Liability.

TO THE FULLEST EXTENT NOT PROHIBITED BY LAW, IN NO EVENT WILL EXTREME NETWORKS OR ITS AFFILIATES, SUPPLIERS OR LICENSORS BE LIABLE FOR ANY LOSS OF USE OR BUSINESS OR ANTICIPATED SALES OR SAVINGS, INTERRUPTION OF BUSINESS, LOST PROFITS, LOST GOODWILL, LOSS OR CORRUPTION OF DATA, OR INDIRECT, SPECIAL, HYBRID, 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 EXTREME NETWORKS, ITS AFFILIATES, SUPPLERS OR LICENSORS HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGE, AND WHETHER OR NOT ANY REMEDY PROVIDED SHOULD FAIL OF ITS ESSENTIAL PURPOSE. EXTREME'S TOTAL

CUMULATIVE LIABLITY 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. EXTREME NETWORKS SHALL NOT BE LIABLE FOR CUSTOMER'S OR ANY THIRD PARTY SOFTWARE, FIRMWARE, INFORMATION, OR MEMORY DATA CONTAINED IN, SORTED ON, OR INTEGRATED WITH ANY PRODUCT RETURNED TO EXTREME, WHETHER OR NOT SUCH PRODUCT IS UNDER WARRANTY.

Product Returns

Customer is responsible for returning the defective Product to an Extreme-authorized return facility. In the event that Customer fails to return the defective Product within ten (10) business days of receipt of the replacement Product, Extreme reserves the right to invoice the Customer at the list price of the defective Product or product component.

Definitions

As used in this warranty policy, capitalized terms have the following meaning(s):

Customer means the original end user purchaser of the Extreme Hardware and Software Product(s) from an Extreme-authorized reseller or directly from Extreme.

Documentation means the then-current Extreme data sheet for the Product that Extreme makes available on www.extremenetworks.com.

Hardware means the Extreme hardware product on which Software is embedded or operates.

Products means an Extreme Hardware Product and/or Software that Extreme makes commercially available for purchase and license (in the case of Software).

Software means software in object code made commercially available by Extreme and subject to Extreme's End User Software License Agreement (EULA) in effect at the time of Customer's purchase of the license.

Warranty Start Date means (i) the date of shipment from Extreme or (ii) in the case of resale from an Authorized Distributor, the date of shipment from an Authorized Distributor.

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