



Aruba Standard Warranty

LIMITED HARDWARE WARRANTY

With the exception of certain indoor access point products identified on the Aruba Price List, which are subject to a limited lifetime warranty, Aruba provides a warranty only to the End Users that the Hardware portion of Products will substantially conform to the Aruba documentation for a period of twelve (12) months from the date of shipment. In the event of a breach of this warranty, the sole and exclusive remedy, and Aruba's sole and exclusive liability, shall be for Aruba to use its commercially reasonable efforts to correct or repair the Products or to replace the Products that cause breach of this warranty. If Aruba cannot, or determines that it is not practical to, repair or replace the returned Product, then the sole and exclusive remedy and the limit of Aruba's obligation shall be to refund the amount received for such Products.

Warranty; Exclusions. The warranties do not extend to any Product that is modified or altered, is not maintained to Aruba's maintenance recommendations, is operated in a manner other than that specified by Aruba, has its serial number removed or altered or is treated with abuse, negligence or other improper treatment (including, without limitation, use outside the recommended environment) or is repaired or modified by anyone other than Aruba or an Aruba authorized company.

Warranty Returns. Resellers will handle and be responsible for all warranty returns from its end users. All Products must be returned to Aruba in accordance with Aruba's then-current Return Material Authorization (RMA) procedure. Products obtained from Aruba that do not comply with the warranty and are returned to Aruba during the warranty period will be repaired or replaced at Aruba's option, provided the reseller or end user bears the cost of freight, insurance, duties and import and export fees to the point of repair or return. If the returned Products are covered by the above warranty, Aruba will bear the cost of freight, insurance, duties and import and export fees for return of goods to reseller (if any) or end user. For the first thirty (30) days after shipment, Aruba will replace any non-compliant Product with a new Product within one business day of notice via the RMA procedure. Customers may purchase an extension of this next business day protection through a separate support and service agreement. In the absence of such a support and service agreement, for thirty or more days after shipment but within the twelve month warranty period, Aruba will replace or repair any non-compliant Product and return in operable condition to Provider within forty-five (45) days of notice and receipt of the non-compliant Product via our RMA procedure. Access to Aruba's Technical Assistance Center ("TAC") for any and all questions, consultation, deployment assistance, or problem reports shall be provided only pursuant to a separate service and support agreement.

Warranty Disclaimer. EXCEPT FOR THE WARRANTIES MADE DIRECTLY TO END USERS, ALL PRODUCTS AND SERVICES ARE PROVIDED ON AN "AS IS" BASIS WITHOUT ANY WARRANTY WHATSOEVER, AND ARUBA



AND ITS LICENSORS AND SUPPLIERS EXPRESSLY DISCLAIM ALL WARRANTIES, EXPRESS, IMPLIED AND STATUTORY, INCLUDING WITHOUT LIMITATION THE IMPLIED WARRANTIES OF MERCHANTABILITY, TITLE, NON-INFRINGEMENT OF THIRD PARTY RIGHTS AND FITNESS FOR A PARTICULAR PURPOSE. ARUBA ALSO MAKES NO WARRANTY REGARDING NONINTERRUPTION OF USE OR FREEDOM FROM BUGS.

LIMITED SOFTWARE WARRANTY

Aruba warrants to customer that any media on which the Products are recorded will be free from defects in materials and workmanship under normal use for a period of ninety (90) days from the date the Products are delivered to you. If a defect in any such media should occur during this 90-day period, the media may be returned to Aruba (or if you received such Programs from a reseller, to such reseller) and Aruba or the reseller, as applicable, will replace the media without charge to you. Aruba shall have no responsibility to replace media if the failure of media results from accident, abuse or misuse of the media.

WARRANTY DISCLAIMER

ARUBA AND ITS SUPPLIERS DO NOT WARRANT THAT THE FUNCTIONS CONTAINED IN THE PROGRAMS WILL MEET YOUR REQUIREMENTS OR THAT THE OPERATION OF THE PROGRAMS WILL BE UNINTERRUPTED OR ERROR-FREE. EXCEPT FOR THE EXPRESS WARRANTY ABOVE, THE PROGRAMS ARE PROVIDED TO YOU WITH NO WARRANTY OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION, ANY IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT. THIS LIMITED WARRANTY GIVES YOU SPECIFIC LEGAL RIGHTS, AND YOU MAY ALSO HAVE OTHER RIGHTS WHICH VARY FROM JURISDICTION TO JURISDICTION.