

Cisco Unified Computing 3-Year Limited Hardware Warranty Terms

The following are special warranty terms applicable to Cisco Unified Computing products. These terms are in addition to your primary Limited Warranty, including the warranty applicable to Cisco software, and supersede any conflicting terms, stated in the *Cisco Information Packet* that accompanies your Cisco Unified Computing products.

Duration of Hardware Warranty: Three (3) Years

Replacement, Repair or Refund Procedure for Hardware: Listed below are the types of warranty service that may be applicable to the Cisco Unified Computing products. Service levels are response time objectives and are not guaranteed. The specified level of warranty service may not be available in all worldwide locations.

Customer Replaceable Unit (“CRU”) Service, Cisco provides a replacement unit to the Customer, and Customer performs the installation. CRU information and replacement instructions are shipped with the replacement unit and are available from Cisco at any time upon request. Cisco specifies in the materials shipped with the replacement unit whether the defective unit must be returned to Cisco. If a return of the defective unit is required, 1) the Customer instructions and a container are shipped with the replacement unit, and 2) Customers may be charged for the replacement unit if Cisco does not receive the defective unit within the period specified in the return instructions.

Advanced Replacement Warranty Service, Cisco Limited Warranty includes an Advanced Replacement warranty service. Under the terms of the advanced replacement warranty service, Cisco will ship a replacement unit directly to the Customer if the Cisco hardware product purchased is diagnosed as defective. Cisco or its service center will use commercially reasonable efforts to ship a replacement part within the next Cisco business day (“NBD”) after receipt of the Return Materials Authorization (“RMA”) request. Actual delivery times may vary depending on Customer location

Cisco reserves the right to refund the purchase price as its exclusive warranty remedy.

To Receive a Return Materials Authorization (RMA) Number: Please contact the party from whom you purchased the product. If you purchased the product directly from Cisco, contact your Cisco Sales and Service Representative.

Customer Responsibilities

The following responsibilities must be completed prior to Cisco replacement of Unified Computing products under this warranty. The customer agrees to remove all parts, options, alterations, and attachments not covered by the warranty from the defective product. Prior to any warranty replacement provided, the **Customer agrees to:**

- (a) remove any confidential, proprietary, or personal information from a product prior to its return to Cisco;
- (b) ensure the Cisco product is free of any legal obligations or restrictions that prevent its return or exchange;
- (c) obtain authorization from the owner of the product to have Cisco provide warranty service;
- (d) where applicable, backup or secure all data contained in the Cisco product;
- (e) inform Cisco of changes in the Cisco product’s location (install site address and/or ship-to address) directly or via the party from whom you purchased the product.

Additional Restrictions. The limited Hardware warranty and limited warranty in the End User License Agreement (“Software warranty”) do not apply if the Software, Hardware Product or any other equipment upon which the Software is authorized by Cisco or its suppliers or licensors to be used (a) had the original Cisco Serial Number(s) removed, (b) was damaged or rendered defective by software interfacing with parts not supplied by Cisco, (c) or by installation of parts not approved by Cisco such as components sourced from 3rd parties. Replacement hardware may not be available in all worldwide locations for at least 30 days after initial or updated install site address and/or ship-to address information has been provided to Cisco.

Exclusions

CISCO DOES NOT WARRANT THAT THE OPERATION OF THIS PRODUCT WILL BE UNINTERRUPTED OR ERROR-FREE. CISCO IS NOT RESPONSIBLE FOR DAMAGE TO OR LOSS OF ANY DATA, OPERATING SYSTEMS, PROGRAMS, OR REMOVABLE STORAGE MEDIA. CISCO IS NOT RESPONSIBLE FOR THE RESTORATION OR REINSTALLATION OF

ANY SOFTWARE OR DATA. Cisco is not responsible for any confidential, proprietary, or personal information returned to Cisco for any reason.

Cisco is not responsible for any compatibility or interoperability issues that may arise in the use of (a) products that are not supported by Cisco; (b) parts that are not interoperable among different Cisco models; (c) configurations that are not supported by Cisco. Unless otherwise set forth in supplemental terms to the End User License Agreement, software from independent software vendors that is used with Unified Computing products is subject to the terms and conditions of end user license agreements or similar contracts provided by the applicable independent software vendor.

Freeware Operating Systems and Applications

Software provided under public license by third parties, including operating systems, hypervisors, or applications ("Freeware"). Freeware may be provided along with Cisco Unified Computing products. Warranty service for Freeware is provided by the Freeware vendor. For purposes of the Cisco Unified Computing warranty, Cisco's Disclaimer of Warranty as specified in the Limited Warranty shall also apply to Freeware.

Product warranty terms and other information applicable to the Product may be located at the following URL:

<http://www.cisco.com/go/warranty>