



NETSHIELD Standard Product Warranty and RMA Policy

Warranty Start Date:

“Start Date” as used in this policy means (i) the date this product is shipped from the manufacturing facilities of NETSHIELD Corporation. (“NETSHIELD Corporation”) or (ii) in the case of resale by an authorized NETSHIELD Corporation reseller, the date not more than ninety (90) days after original shipment of this product by NETSHIELD Corporation.

Limited Hardware Warranty:

NETSHIELD Corporation warrants that for a period of one (1) year from the Start Date, the NETSHIELD Corporation hardware purchased by customer (“Hardware”) shall be free of defects in material and workmanship under normal authorized use consistent with the product instructions. This product warranty extends only to the original purchaser of the Hardware from an authorized NETSHIELD Corporation reseller or NETSHIELD Corporation, itself. In the event that NETSHIELD Corporation receives notice during the warranty period that any Hardware does not conform to its warranty, Customer’s sole and exclusive remedy, and NETSHIELD Corporation sole and exclusive liability, shall be for NETSHIELD Corporation, at its sole option, to either repair or replace the non-conforming Hardware in accordance with this limited warranty. Hardware replaced under the terms of any such warranty may be refurbished or new equipment substituted at the option of NETSHIELD Corporation will be warranted for 90 days or the remainder of the original warranty, whichever is greater.

NETSHIELD Corporation will use commercially reasonable efforts to ship the replacement Hardware within twenty one (21) business days after receipt of the product at a NETSHIELD Corporation Repair Center. Actual delivery times may vary depending on the customer location.



Limited 90-day Software Media Warranty:

NETSHIELD Corporation warrants that for a period of ninety (90) days from the Start Date, the media, on which the software embedded in the Hardware (“Software”) is recorded, shall be free from defects in material and workmanship under normal authorized use consistent with the product instructions. The sole and exclusive remedy of the customer and the entire liability of NETSHIELD Corporation under this limited warranty shall be the replacement of the media containing the Software.

Restrictions:

No warranty will apply if the Hardware or Software (i) has been altered, except by NETSHIELD Corporation; (ii) has not been installed, operated, repaired, or maintained in accordance with instructions supplied by NETSHIELD Corporation; (iii) has been subjected to unreasonable physical, thermal or electrical stress, misuse, negligence, or accident. Customer is solely responsible for backing up its programs and data to protect against loss or corruption. NETSHIELD Corporation warranty obligations do not include installation support. Notwithstanding anything to the contrary, no warranty shall apply beyond the published End of Support date for Hardware or Software as described in the NETSHIELD Corporation End of Life Policy and Procedure.

Hardware Return Procedures:

A defective item can only be returned if it references a return material authorization (“RMA”) number issued by authorized NETSHIELD Corporation service personnel. To request an RMA number, customer must contact NETSHIELD Support via the online resource available at the URL: <http://www.netshieldcorp.com/support>.

The RMA number must be included on the outside carton label of the returned item. Transportation costs, if any, incurred in connection with the return of a defective item to NETSHIELD Corporation shall be borne by customer. NETSHIELD Corporation shall pay any transportation costs incurred with the redelivery of a repaired or replaced item. If, however, NETSHIELD Corporation reasonably determines that the item is functional, the customer shall pay any transportation cost. If NETSHIELD Corporation



determines, at its sole discretion, that the allegedly defective item is not covered by the terms of the warranty provided hereunder or that a warranty claim is made after the warranty period, the cost of repair by NETSHIELD Corporation, including all shipping expenses, shall be paid by customer.

Advanced Hardware Replacement:

NETSHIELD may choose at its option to provide an advance replacement hardware unit. With this option the defective unit and all associated material and documentation must be returned within seven (7) business days of receipt of the replacement unit to NETSHIELD Corporation in original packaging with all materials.

Any unit returned that is missing material will be invoiced at a flat rate at the discretion of NETSHIELD Corporation.

Transportation costs, if any, incurred in connection with the return of a defective item to NETSHIELD Corporation shall be borne by customer.

Disclaimer:

EXCEPT AS EXPRESSLY SET FORTH ABOVE, NETSHIELD CORPORATION MAKES NO REPRESENTATION OR WARRANTY OF ANY KIND, EXPRESS, IMPLIED OR STATUTORY, INCLUDING BUT NOT LIMITED TO WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE OR NONINFRINGEMENT, OR WARRANTIES OR OBLIGATIONS ARISING FROM A COURSE OF DEALING, USAGE OR TRADE PRACTICE

FURTHER, NETSHIELD CORPORATION DOES NOT WARRANT THAT THE SOFTWARE IS ERROR FREE OR THAT BUYER WILL BE ABLE TO OPERATE THE SOFTWARE WITHOUT PROBLEMS OR INTERRUPTION.



Limitation of Liability:

TO THE FULLEST EXTENT NOT PROHIBITED BY LAW, IN NO EVENT WILL NETSHIELD CORPORATION OR ITS AFFILIATES OR SUPPLIERS BE LIABLE FOR ANY LOSS OF USE, INTERRUPTION OF BUSINESS, LOST PROFITS, OR LOST 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 NETSHIELD CORPORATION OR ITS AFFILIATE OR SUPPLIER HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGE, AND WHETHER OR NOT ANY REMEDY PROVIDED SHOULD FAIL OF ITS ESSENTIAL PURPOSE. THE TOTAL CUMULATIVE LIABILITY 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. IN ADDITION, NETSHIELD CORPORATION SHALL NOT BE LIABLE FOR CUSTOMER'S OR ANY THIRD PARTY'S SOFTWARE, FIRMWARE, INFORMATION, OR MEMORY DATA CONTAINED IN, SORTED ON, OR INTEGRATED WITH ANY PRODUCT RETURNED TO NETSHIELD CORPORATION, WHETHER UNDER WARRANTY OR NOT.