



WARRANTY AND RETURN POLICIES

1. Warranties and Disclaimers.

1.1 Products. ALL PRODUCTS ARE PROVIDED BY VENDOR "AS IS." VENDOR MAKES NO REPRESENTATION OR WARRANTY, EXPRESS OR IMPLIED, WITH RESPECT TO ANY PRODUCTS. Vendor hereby transfers to the Customer, to the extent transferable, whatever transferable warranties and indemnities Vendor receives from the manufacturer of the Products, including any transferable warranties and indemnities respecting patent infringement.

1.2 Vendor Services. Vendor warrants that (i) Vendor shall provide the Services in a professional, workmanlike manner consistent with this Contract and generally accepted industry standards of care and competence, and (ii) for thirty (30) days after date of delivery, the Services, the Deliverables, and the Vendor Materials shall materially conform to their descriptions on the applicable Statement of Work. These warranties are voided to the extent of any alterations to any Services, Deliverables, or Vendor Material that are not performed or authorized in writing by Vendor. Customer must bring any breach of these warranties to Vendor's attention promptly in writing within thirty (30) days of the date that the Services, Deliverables, or Vendor Materials that are the subject of the breach were performed. Upon any breach of the warranties set forth in this section, Vendor may, at its election, (i) use reasonable efforts to re-perform such Services or to correct any defect in any such Deliverables or Vendor Materials, at no charge to Customer, or (ii) terminate the applicable Service and return of the fees paid by Customer to Vendor for such non-conforming Services (without interest) that are appropriately apportioned for the subject Service, Deliverable, or Vendor Material. THE REMEDIES SET FORTH ABOVE SHALL BE CUSTOMER'S SOLE REMEDY AND VENDOR'S SOLE LIABILITY WITH RESPECT TO A VENDOR OF THE WARRANTIES SET FORTH IN THIS SECTION.

1.3 Third Party Services. Vendor makes no independent warranty with respect to any Services performed by a third party. Vendor hereby transfers whatever transferable warranties and indemnities Vendor receives from the applicable third parties that perform Services, including any transferable warranties and indemnities respecting patent infringement.

1.4 Disclaimers.

EXCEPT FOR THE EXPRESS LIMITED REPRESENTATIONS AND WARRANTIES CONTAINED HEREIN, ALL OTHER REPRESENTATIONS AND WARRANTIES CONCERNING SERVICES, DELIVERABLES, VENDOR MATERIALS, OR PRODUCTS PROVIDED BY VENDOR, EXPRESS, IMPLIED OR STATUTORY, ARE HEREBY EXPRESSLY DISCLAIMED AND EXCLUDED,

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INCLUDING ANY WARRANTY OF MERCHANTABILITY, SUITABILITY OR FITNESS FOR A PARTICULAR PURPOSE, NONINFRINGEMENT, TITLE, CONDITION, OR INCREASED EFFICIENCY OF USE OF CLIENT TECHNOLOGY.

2. Returns.

Except as provided in the Contract, no Purchase Orders may be terminated, cancelled, or rescheduled without Vendor's consent. If the Customer asks Vendor to cancel or reschedule a Product Purchase Order less than ten (10) days before the original scheduled shipping date, and Vendor consents to such cancellation or reschedule, then such Purchase Order shall be subject to a charge of fifteen percent (15%) of the total invoice amount relating to the affected Products. All sales are final except with respect to Products that do not meet applicable manufacturer's specifications or that are not identified in the Purchase Order. Inspection and acceptance of the Products shall be the customer's responsibility. The Customer is deemed to have accepted the Products unless written notice of rejection is received by Vendor within ten (10) days after delivery of the Products. The Customer waives any right to revoke acceptance thereafter. The Customer shall report any discrepancy in shipment quantity or damage within ten (10) days after delivery. No return of Products shall be accepted by Vendor without a Return Material Authorization ("RMA") and associated number, which may be issued by Vendor in its sole discretion. Returned Products must be in their original, unaltered, undamaged condition, and must be returned in the original manufacturer's shipping cartons complete with all packing materials. All Products for return shall be returned freight prepaid in the manner specified in the RMA. If returned Products are claimed to be defective, a complete description of the nature of the defect must be included with the returned Products. Products not eligible for return shall be returned to Client, freight collect.

3. Definitions.

"Vendor Materials" means all copyright Materials and all Trade Secret Materials.

"Copyright Materials" means all works of authorship recorded or copied on the Deliverables, or otherwise provided to the Customer by Vendor, and which may include all architectural design documents, plans, blueprints, manuals, diagrams, activity reports, security assessments, and other written materials.

"Deliverables" means the tangible media on which copyright Materials or Trade Secret Materials, either or both, may be delivered to the Customer by Vendor.



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“Products” means any hardware, software, documentation, accessories, cabling, material, supplies, parts, and other goods, and any related Product Maintenance, that Vendor sells or resells to a Customer, except any Product Maintenance specifically included in any Services.

“Product Maintenance” means any maintenance and support of any hardware, software, documentation, accessories, cabling, material, supplies, parts, or other goods that are performed by a third party (e.g., Cisco SMARTnet, Cisco Software Application Services).

“Statement of Work” means a statement of work or other written agreement (and any appendices, attachments and exhibits thereto) that defines the specifics of the services to be performed by Vendor under the Contract.

“Services” means specific consulting, network management, telecommunications expense management, or business process outsourcing services, or other related services, requested by the Customer from time to time that are set forth in a particular Statement of Work, and supplemental services performed by Vendor on an as-needed or emergency basis.

“Trade Secret Materials” means all non-public information, whether or not recorded or copied on Deliverables, which is provided to the Customer under the Contract, and which may include patent applications, trade secrets, technical and non-technical data, business methods and models, drawings, processes, formulas, ideas, concepts, know-how, techniques, sketches, models, inventions, processes, algorithms, formulas, and including information regarding experiments, developments, designs and specifications.