



## **SNAP VPN Warranty**

### **Warranty Start Date**

"Start Date" means the earlier of Product registration or thirty (30) days following shipment of Product from ClearPath Networks.

### **Hardware Warranty**

ClearPath Networks ("ClearPath") warrants that for a period of up to three (3) years from the Start Date the ClearPath SNAP VPN hardware ("Hardware") purchased by Customer will be free from defects in materials and workmanship under normal authorized use consistent with the product instructions. Hardware Warranty period will extend for the duration of the initial support service agreement purchased. For example, if a 2 years support & maintenance service is purchased, Hardware Warranty will extend for 2 years. This product warranty extends only to the original purchaser. Customer's sole and exclusive remedy and the entire liability of ClearPath, its suppliers and affiliates under this warranty is, at ClearPath's option, either (i) to replace the Hardware with new or reconditioned Hardware; (ii) to correct the reported defect; or (iii) to refund of the purchase price of the Hardware. Extended warranty protection may be purchased for an additional charge.

### **Software Warranty**

ClearPath warrants, beginning on the Start Date, all software embedded in the Hardware ("Software") purchased by Customer will be free from material defects under normal authorized use consistent with instructions provided with each shipped product. This product warranty extends only to the original purchaser who continuously maintains the maintenance and support monthly service. ClearPath may provide customers with maintenance releases and / or feature releases for the Software. Customer's sole and exclusive remedy and the entire liability of ClearPath, its suppliers and affiliates under this warranty is, at ClearPath's option, either (i) to replace the Software; or (ii) to correct the reported defect through software updates and software upgrades. ClearPath makes no other warranty with respect to the Software, and specifically disclaims any warranty that the Software is error free or that Customer will be able to operate the Software without problems or interruptions. Customer's sole and exclusive remedy and the entire liability of ClearPath, its suppliers and affiliates under this warranty is replacement of the media on which the Software is furnished. Customers who let the maintenance and support service lapse will nullify this Software warranty.

### **Changes or Modifications of Warranty**

ClearPath may make periodic changes in its products, services and warranties described herein at any time without notice and may issue such changes from time to time on its website. The current warranty at all times can be found at [www.clearpathnet.com/terms](http://www.clearpathnet.com/terms).

### **Warranty Claims**

Customers may submit service requests for Hardware or Software covered under warranty by completing a Trouble Ticket request. ClearPath will provide one (1) year of online assistance for all registered products. Proper documentation and verification of defect is required. Customers should include applicable serial number in every service request.

### **Hardware Return Procedures**

Customer must notify ClearPath of any defect in the Product within the warranty period and provide dated proof of original purchase prior to the return of any defective Product. Within



three (3) business days of the date of notification, ClearPath will provide Customer with a Return Material Authorization ("RMA") number and the location to which Customer must return, at its cost, the defective Product. Customer is responsible for proper packaging of Product returned to ClearPath, including description of the failure, shipment to ClearPath's designated location, and return of Product within ten (10) days after issuance of the RMA number. In no event will ClearPath accept any returned Product that does not have a valid RMA number. Customer's failure to return Product within thirty (30) days of its receipt of an RMA may result in cancellation of the RMA. ClearPath does not accept responsibility for any Product lost in transit and recommends that the return be insured for the full value. ClearPath will use all reasonable efforts within five (5) days of receipt of defective Product to repair or replace such Product or refund Customer's purchase price. If a warranty claim is invalid for any reason, Customer will be charged at ClearPath's then-current rates for services performed and will be charged for all expenses incurred by ClearPath.

### **Restrictions**

No warranty will apply if the Hardware and/or Software (collectively, "Product") (i) has been altered, except by ClearPath; (ii) has not been installed, operated, repaired, or maintained in accordance with instructions supplied by ClearPath in the enclosed documentation; or (iii) has been subjected to abnormal physical, thermal or electrical stress, misuse, negligence, or accident. In addition, 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 ClearPath disclaims any express or implied warranty of fitness for such uses. ClearPath shall not be responsible 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 ClearPath, whether under warranty or not. Customer is responsible for backing up its programs and data to protect against loss or corruption. ClearPath's warranty obligations do not include installation support.

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### **Limitation of Liability**

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