

## BLADE NETWORK TECHNOLOGIES

### CORE SERVICES DESCRIPTIONS

Blade Network Technologies Global Support (“BLADE”) provides Services (“Services”) for select customers in accordance with the terms of this document (the "Service Description"). Support covers a designated list of BLADE products listed by serial number.

#### Definitions

"Four-Hour Delivery" means that Blade will deliver advance replacements for defective Hardware four (4) hours from customer call, 24 hours a day, seven days a week. This service is available within 150 kilometers of a Blade in-country depot. For countries where Blade does not have an in-country depot Blade will ship the replacement part within 24 hours of the RMA origination. Actual delivery will be subject to local customs and importation restrictions.

"Four-Hour On-Site Support" includes Four-Hour Delivery of Hardware and on-site installation support under the supervision of Blade Global Support. Blade will use commercially reasonable efforts to dispatch technical personnel to the affected Site within four (4) hours of Blade becoming aware of the need for onsite support personnel. Customer shall ensure that the affected Product is accessible. The Customer representative must be available onsite.

"Hardware Replacement" means Blade will replace failed Hardware provided that Customer first contacts Blade to report the Hardware failure and request an RMA number. Customer is responsible for returning defective Hardware to Blade. All returned Hardware must be returned in accordance with Blade's RMA process then in effect. Customer must return the defective Hardware within twenty (20) days from Reseller's (or End User's, as the case may be) receipt of the advanced replacement Hardware. If Blade does not receive the defective Hardware within this 20-day period Blade will invoice Reseller (or End User, as the case may be) at Blade's list price then in effect for the advanced replacement Hardware. Payment by Reseller (or End User, as the case may be) is due upon receipt of such invoice. Reseller (or End User, as the case may be) agrees to compensate Blade in full for the then-current fair market value of the Blade Product if lost, stolen, or damaged while in the custody or control of Reseller (or End User, as the case may be). Blade is not responsible for transportation or customs delays in countries where there is no in-country depot.

"Next-Business Day Delivery" means that Blade will deliver advance replacements for defective Hardware on the next business day for replacement requests placed by 2pm local time, Monday through Friday, except Blade's holidays. This service is available within 150 kilometers of a Blade stocking facility. For countries where Blade does not have an in-country depot and next-business day delivery is unavailable, Blade will ship the replacement part within 24 hours of the RMA origination. Actual delivery will be subject to local customs and importation restrictions.

"Software" is any software, including BladeHarmony™ Manager, bug fix, Update, Upgrade, feature, enhancement delivered or enabled under this Agreement, irrespective of the mode of delivery.

"Updates" means a) maintenance releases (no new functions or enhancements) with multiple bug fixes that are rolled up into one release and b) patches (a.k.a., single-point-solution or one-off) – single or multiple bug fixes for specific customers.

"Upgrades" means releases that have new features and/or functions and which have undergone full SQA cycle and regression testing; "Major Upgrade" means many new features/functions are included in such a release and "Minor Upgrade" means one to two features/functions are included.

#### Types of Services:

These services are available on all Blade RackSwitch family of products.

**The only service available for Blade embedded blade switches product family is the BladeHarmony™ Premium service.**

- Extended Hardware Warranty for Years 2 and 3
- Next Business Day - Hardware Advance Replacement (3-year contract)
- BladeHarmony™ Premium Support Services (1 year and 3-year contracts):
  - BladeHarmony™ Premium
  - BladeHarmony™ Premium Silver
  - BladeHarmony™ Premium Gold

#### Extended Hardware Warranty for Years 2 and 3

#### Service Overview:

This service is an extension of warranty as described in Exhibit A. All the terms of Exhibit A apply to this Service. The standard warranty includes

one year of hardware coverage included in the price of the Product. The Extended Warranty covers the customer for an additional two (2) years after the first year. In other words, with this warranty the customer is covered for three (3) years; one (1) year included in the price of the Product and two (2) years with the payment of a fee. The covered Product must be identified at the start of the Service coverage by serial number.

**Technical Assistance**

- 90 days Technical Support
- 9 a.m. – 5 p.m. local time Monday-Friday
- 90 days software support

**Return and Repair**

- 3-year hardware returns and repairs (20-day turnaround)

Returns of Product not covered /Product with no-fault found: If the product returned is not covered by a service contract or if no-fault is found on the returned product the customer may be charged a restocking or transaction fee (including shipping) of 20% of the price of the Product.

**Next Business Day - Hardware Advance Replacement (3-year contract)**

**Service Overview:**

This “Hardware Replacement” service is a standalone Hardware only program for replenishing customer spare inventory or replacing defective switch on an advance replacement basis. This service includes "Next-Business Day Delivery" of Hardware on an advance replacement basis.

Returns of Product not covered/Product with no-fault found: If the product returned is not covered by a service contract or if no-fault is found on the returned product the customer may be charged a restocking or transaction fee (including shipping) of 20% of the price of the Product.

**BladeHarmony™ Premium Support Services (1 year and 3-year contracts)**

**Service Overview**

Premium Support Services (“Premium Support”) cover a designated list of BLADE products listed by serial number for three years.

Premium Support includes three levels of service:

**1- BladeHarmony™ Premium:**

This service includes:

- Direct telephone and email access 24 hours/day, 7 days/week, including holidays, to BLADE's Technical Support Center staffed by senior-level engineers for expedited troubleshooting of software issues. This includes diagnostic review for problem determination, problem resolution with rapid case escalation up to engineering level and customer-determined severity level for incidents depending on business impact.
- Online case management to open troubleshooting cases and tracking of status of open cases as well as search capabilities on case history.
- Direct telephone and email access for specific proactive support on the use of BLADE products, advice on install, configuration, upgrades, deployment of new software releases and advice for optimum onsite solutions.
- Premium Software features, including Software Upgrades, along with support for implementing new features while ensuring interoperability and scalability of BLADE products within the customer network.
- Software Updates, bug fixes and recommendation for Software Upgrades.
- Online access to knowledge base and technical support forum presenting and discussing a wide range of technical and engineering issues and best practices dealing with network configuration, network optimization, interoperability, productivity blade management tools. This includes technical whitepapers, corrective service alerts sent through email to customers tailored to their configuration and automatic email updates on the latest developments in the customer product area.
- The use of BladeHarmony™ Manager, a management tool for BLADE products™ compatible with IBM Director and HP SIM, HP OpenView. BladeHarmony™ Manager simplifies configuration and upgrades to blade switches across multiple chassis, racks and domains, allows remote configuration, management and performance monitoring. This tool is available for as many devices as are covered by Premium Support including new versions available within the contract duration.

This service does not include any Next-Day Delivery of Hardware Replacement. The customer owns an inventory of parts (“Onsite Spare Inventory”) designated exclusively for replacement of defective parts. The customer is responsible to provide spare parts for replacement of defective parts from the Onsite Spare Inventory. Products under warranty will be replaced following the terms described in Exhibit A.

## 2- **BladeHarmony™ Premium Silver:**

This service includes:

- All the Services included in **BladeHarmony™ Premium**
- Next Business Day - Hardware Advance Replacement

## 3- **BladeHarmony™ Premium Support Gold:**

This service includes:

- All the Services included in **BladeHarmony™ Premium**
- Four-Hour On-Site Support

This Service may not be available for some Blade product lines or in some geographic regions and may require a “set-up” period before they can be made available. During such set-up period, Blade will use commercially reasonable efforts to provide to the customer the closest available service then available with respect to such product line or in such geographic region. Response time is only for sites within 150 kilometers of a Blade support office. Travel charges apply for sites beyond 150 kilometers.

## Supported Products

The Supported Products covered under this Service Description are identified on the BLADE invoice sent to the Customer. A separate Premium Support contract must be purchased by Customer for each Supported Product or group of Supported Products. Each Supported Product will be identified with a unique serial number. Blade reserves the right to inspect Supported Products before the start of any Services described in this document. In all case Blade does not have any support obligations or otherwise for any Product excluded from Premium Support even if Supported Product is discovered after the start of Services.

### Premium Support Does Not Include:

Accessories, supply items, operating supplies.

IPv6 Full Stack code.

Hardware or software support for non-BLADE products.

Installation, migration, removal, or relocation services.

Direct third party product support.

Consulting services and/or training.

Onsite services.

Repairs necessitated by software problems, or as a result of alteration, adjustment, or repair by anyone other than BLADE (or its authorized representatives).

Support for equipment damaged by misuse, accident, abuse of Supported Product or components (such as, but not limited to, use of incorrect line voltages, use of incorrect fuses, use of incompatible devices or accessories, improper or insufficient ventilation, or failure to follow operating instructions), modification, unsuitable physical or operating environment, improper maintenance by Customer (or Customer's agent), moving the Supported Product, removal or alteration of equipment or parts identification labels, or failure caused by a product for which BLADE is not responsible.

Support for damage resulting from an act of God such as, but not limited to, lightning, flooding, tornado, earthquakes, and hurricanes. Any activities or services not expressly described in this Service Description.

Please read this Service Description carefully and note that BLADE reserves the right to change or modify any of the terms and conditions set forth in this Service Description at any time, and to determine whether and when any such changes apply to both existing and future Customers.

## Support Procedures How to contact BLADE for Service.

### Support Requests:

Customer may submit a service request online through the Premium Support website <http://support.bladenetwork.net/> OPEN A TICKET.

Alternatively, Customer may also send an email request for service to [Support@bladenetwork.net](mailto:Support@bladenetwork.net). BLADE toll free number for North America: 1-800-414-5BNT for other countries +1-408-834-7871

### Severity/Priority Levels and Responses:

### **Priority 1: Complete Network Down / Level 1 Emergency**

P1 or complete service and/or product outages are problems that severely affect service, capacity/traffic and maintenance capabilities. P1 events require immediate corrective action, regardless of time of day, or day of the week. Customer provides 24/7 access to resources including access to system if needed. Blade responds within one (1) hour from the customer call. Both Blade and Customer Technical Management are informed and engaged.

### **Priority 2: Business Critical / Level 2 Emergency**

P2 are problems where a configurable feature set or part of the running configuration are not completely functional causing critical business impact resulting in loss or severe corruption of data. Blade responds within the same business day from customer call. Customer provides appropriate access to resources. Both Blade and Customer Technical Management informed and engaged.

### **Priority 3: Major**

P3 problems are major network issues requiring immediate attention where part of the feature is not completely functional. The issue is not Business Critical but the network performance is impaired. Blade responds within one (1) business day.

### **Priority 4: Minor**

P4 problems do not significantly impair the functioning of the system and do not significantly affect service to Customers. These problems are tolerable during system use. Blade responds within two (2) business days from the customer call.

#### **Customer provided information (\* if new or not registered):**

1. Customer name \*
2. Subject
3. Brief description of the problem
4. Switch type and serial number
5. Software version of the switch \*
6. Problem recreate steps, any troubleshooting steps already taken, work done to isolate issue
7. E-mail Address and Telephone Number \*
8. Hours and Time Zone that you would like to be called if a call is required \*
9. Priority (1 thru 4, 1 being highest)
10. Case Information:
  - Technical Support Dump  
/maint/tsdmp for AOS  
"show tech" for is ISCLI
  - Diagrams
  - Traces

## **Troubleshooting**

Premium Support includes software and hardware troubleshooting for the Supported Products and as the case may be Next-Business Day Hardware Advance Replacement or Four-Hour Onsite Services after determination that a hardware failure may be the cause of the interruption or degradation of the service. Software and hardware troubleshooting is done over the telephone or by transmission of software and other information through electronic means, or by shipping software and/or other information to Customer.

**BLADE WILL NOT BE RESPONSIBLE FOR THE PERFORMANCE OF THIRD PARTY VENDORS' PRODUCTS OR SERVICES. Customer agrees to indemnify and hold BLADE harmless for any claims related to those third party products and services.**

#### **Troubleshooting Does Not Include:**

- Any product version not currently supported by the manufacturer, vendor or partner;
- Configuration, installation or optimization assistance;
- Remote or onsite training assistance;
- Scripting, programming, database design/implementation or Web development
- Recompiled kernels.

## Important Additional Information

### Customer Responsibilities:

- **Software/Data Backup.** It is the Customer's responsibility to complete a backup of all existing data, software, and programs on Supported Products prior to BLADE performing any Services. BLADE WILL NOT BE RESPONSIBLE FOR LOSS OF OR RECOVERY OF DATA, PROGRAMS, OR LOSS OF USE OF SYSTEM(S) OR NETWORK.
- **Authority to Grant Access.** Customer represents and warrants that it has obtained permission for both Customer and BLADE to access and use the Supported Product(s), the data on it, and all hardware and software components included in it, for the purpose of providing these Services. If Customer does not already have that permission, it is Customer's responsibility to obtain it, at Customer's expense, before Customer asks BLADE to perform these Services.
- **Cooperate with BLADE Support Personnel.** Customer agrees to cooperate with and follow the instructions given by BLADE Support personnel.
- **Supported Releases.** Customer must maintain software and Supported Product(s) at BLADE-specified minimum release levels or configurations. Customer must ensure installation of remedial replacement parts, patches, software updates or subsequent releases as directed by BLADE in order to keep the Support Product(s) eligible for Premium Support Software License. Customer is licensed to use downloaded Software only on hardware registered to receive the Services under the terms of BLADE's Services Software License Agreement, as published on BLADE's website at [http://www.bladenetwork.net/pages/support\\_policies.html](http://www.bladenetwork.net/pages/support_policies.html), to the extent that Customer holds a valid license under such agreement for the Software on such hardware. BLADE or its authorized representative shall have the right to audit the use of Software on Customer's premises during normal business hours upon 2 business days advance notice ("Compliance Rights"). Such Compliance Rights may be exercised by BLADE at its sole discretion. If Software is found to be used without proper authorization by a Service Description or Statement of Work, then the Service Description or Statement of Work shall be expanded automatically to all devices in use by Customer and Customer will be liable to pay to BLADE the then-current Premium List End User Price (without any discounts) for each device in excess of the devices defined in the Service Description or Statement of Work; and Customer shall be responsible for the payment of all costs associated with such audit.
- **Third Party Warranties.** These Services may require BLADE to access hardware or software that is not manufactured by BLADE. Some manufacturers' warranties may become void if BLADE or anyone else other than the manufacturer works on the hardware or software. It is Customer's responsibility to ensure that BLADE's performance of Services will not affect such warranties or, if it does, that the effect will be acceptable to Customer. BLADE DOES NOT TAKE RESPONSIBILITY FOR THIRD PARTY WARRANTIES OR FOR ANY EFFECT THAT THE BLADE SERVICES MAY HAVE ON THOSE WARRANTIES.
- **Assignment.** BLADE may assign these Services and/or Service Description to qualified third party service providers.

### Support Limitations

BLADE is not liable for any failure or delay in performance due to any cause beyond its control. Service extends only to uses for which the Premium Support Supported Product(s) was designed.

### Proprietary Rights.

BLADE retains exclusive ownership in all deliverables created by BLADE hereunder and will own all intellectual property rights, title and interest in any ideas, concepts, know how, documentation or techniques developed by BLADE under this Service Description. Subject to payment in full for the applicable Services, BLADE grants Customer a non-exclusive, non-transferable, non-perpetual right to use the deliverables solely in the country(ies) in which Customer does business and solely for Customer's internal use in connection with the BLADE Products then covered by Services for which Customer has paid BLADE in full.

### Term and Renewal

Customer will receive Services for the term indicated on Customer's invoice, subject to the terms of its agreement with BLADE.

*Renewal or Reinstatement.* Prior to the expiration of the service term, Customer may be entitled to extend the term depending on available options then in effect and in accordance with BLADE's then-current procedures. In addition, BLADE may, at its option, propose to renew Premium Support by sending Customer an invoice to renew the Services. If Customer chooses to renew or reinstate any software support services under this Service Description which includes Upgrades, then Customer, at its sole discretion upon agreement by Blade, may renew such service at Blade's then-current price. BLADE may provide an offer for such continued service upon request of the Customer. If a period has lapsed between termination or expiration of the contract before a Customer decides to renew or reinstate, then any service under this Service Description must be paid for starting with the day after the termination or expiration. Example: A 3-year services contract expired on 12/31/2010. The Customer decides to renew on 6/1/2011 for another 3-year period. Then, the renewal contract will start on 1/1/2011 and end on 12/31/2013, and the Customer must pay the offered 3-year renewal rate.

### Supported Product Location

The Premium Services will be delivered to the site(s) indicated on the Customer's invoice or Customer's applicable separately signed agreement with BLADE. Customer agrees to update BLADE of any relocation of Supported Product through email at [services@bladenetwork.net](mailto:services@bladenetwork.net). Premium Services



are not available at all locations. Premium Services availability must be confirmed by BLADE before any obligation or service are contracted. BLADE's obligation to supply Premium Services to relocated Supported Product(s) is subject to local availability and may be subject to additional fees. Customer will provide BLADE with sufficient, free, and safe access to Customer's facilities for BLADE to fulfill these obligations. Premium Service does not include support for damages resulting from moving the Supported Product(s) from one geographic location to another or from one entity to another.

### **Cancellation**

Customer may terminate this Service within thirty (30) days of Customer's receipt of the Supported Product(s) by providing BLADE with written notice of cancellation. If Customer cancels this Service within thirty (30) days of receipt of the Supported Product, we will send Customer a full refund less the costs of support claims, if any, made under this Service Description. However, if more than thirty (30) days have transpired since Customer's receipt of the Supported Product(s), Customer may not cancel this Service except as provided by an applicable state/country/province law which may not be varied by agreement.

BLADE may cancel this Service at any time during the Service term for any of the following reasons: Customer fails to pay the total price for Premium Service in accordance with the invoice terms; Customer makes a misrepresentation to BLADE or its agents; Customer refuses to cooperate with or threatens in any manner the Support personnel; Customer's repeated misuse of Premium Service for out of scope issues; or Customer otherwise breaches or fails to abide by all of the terms and conditions set forth in this Service Description. If BLADE cancels this Service, we will send Customer written notice of cancellation at the address indicated in our records. The notice will include the reason for cancellation and the effective date of cancellation, which will be not less than ten (10) days from the date we send notice of cancellation to Customer, unless state law requires other cancellation provisions that may not be varied by agreement. **IF BLADE CANCELS THIS SERVICE PURSUANT TO THIS PARAGRAPH, CUSTOMER SHALL NOT BE ENTITLED TO ANY REFUND OF FEES PAID OR DUE TO BLADE, AND CUSTOMER SHALL NOT BE RELIEVED OF ITS OBLIGATION TO PAY BLADE THE TOTAL PRICE FOR PREMIUM SERVICE FOR THE FULL TERM SET FORTH IN ITS PURCHASE ORDER.**

BLADE may, at its discretion, terminate this Service Description on thirty (30) days notice to Customer, and in the case of termination by BLADE for no reason, Customer will be entitled to receive a pro-rated refund of any unearned support fees that Customer has paid. Any refund will be determined by BLADE based on the passage of time and/or the number of support incidents at BLADE's discretion.

### **Transfer of Service**

Subject to the limitations set forth in this Service Description, Customer may transfer this Service to a third party who buys Customer's entire Supported Product(s) before the expiration of the then current service term, provided Customer is the original purchaser of the Supported Product(s) and this Service Description, or Customer purchased the Supported Product(s) and this Service Description from its original owner (or a previous transferee) and complied with all the transfer procedures set forth in this Service Description (including relocation terms above). A transfer fee may apply.

**Terms and Conditions. BLADE provides these Services in accordance with this Service Description and BLADE's Services Terms and Conditions or applicable separate signed agreement with BLADE.**

**Contact and enquiries at [Services@bladenetwork.net](mailto:Services@bladenetwork.net)**

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**EXHIBIT A**  
**BLADE NETWORK TECHNOLOGIES**  
**Limited Warranty, Disclaimer of Warranty (the "Agreement")**

**BLADE NETWORK TECHNOLOGIES Limited Warranty described in this document is only applicable to genuine BLADE NETWORK TECHNOLOGIES ("BNT" thereafter) products and supersedes any such information that may be contained within your BNT product user documentation.**

**BLADE NETWORK TECHNOLOGIES**  
Product # BN-G8000, BN-G8100

**WHAT THIS WARRANTY COVERS:**

**HARDWARE:** BNT warrants to the original End User ('Customer') that this hardware product will be substantially free from material defects in workmanship and materials, under normal use and service, for the following length of time from the date of purchase from BNT or its authorized reseller (and fully paid for). **TERMS:** Hardware repair/replacement for 1 year. BNT's sole obligation under this express warranty shall be, at BNT's option and expense, to repair the defective product or part, deliver to Customer an equivalent BNT product or part to replace the defective item, or if neither of the two foregoing options is reasonably available, refund to Customer the purchase price paid for the defective BNT product. All BNT products that are replaced will become the property of BNT. Replacement products or parts may be new or reconditioned. BNT warrants any replaced or repaired BNT product or part for ninety (90) days from shipment, or the remainder of the initial warranty period, whichever is longer. BNT is only responsible for the physical device and is not responsible for damages caused beyond the device. This warranty is applicable only to the physical hardware product.

**SOFTWARE:** BNT warrants to Customer that each BNT software program licensed from it, except as noted below, will, if operated as directed in the user documentation, substantially achieve the functionality described in the user documentation for a period of ninety (90) days from the date of purchase from BNT or its authorized reseller. No updates or upgrades are provided under this warranty. BNT's sole obligation under this express warranty shall be, at BNT' option and expense, to refund the purchase price for the BNT software product or replace the BNT software product with BNT software which meets the requirements of this warranty as described above. Customer assumes responsibility for the selection of the appropriate programs and associated reference materials.

**WHAT THIS WARRANTY DOES NOT COVER:**

**HARDWARE:** BNT is not authorized to provide software support on devices the product is inserted into with the exception of BNT devices. BNT is authorized to provide software support only when devices the product is inserted into are BNT devices. Other manufacturer's device software incompatibility with the product is the responsibility of the customer. The warranty is only applicable to the hardware product. Failure or damage resulting from misuses, accident, modification, unsuitable physical or operating environment, or improper maintenance or failure to follow installation and handling instructions sent with the product will void the warranty. Any removal or alteration of identification labels will void the warranty. Any technical or other support provided for the product under warranty, such as assistance for set-up and installation is provided without warranties of any kind. BNT does not warrant uninterrupted or error-free operation of the product. Ordering errors are not covered by warranty.

**SOFTWARE:** BNT makes no warranty or representation that its software products will meet Customer's requirements or work in combination with any hardware or software products provided by third parties, that the operation of the BNT software products will be uninterrupted or error free, or that all defects in the BNT software products will be corrected. For any third party products listed in the BNT software product documentation or specifications as being compatible, BNT will make reasonable efforts to provide compatibility, except where the non-compatibility is caused by a "bug" or defect in the third party's product or from use of the BNT software product not in accordance with BNT published specifications or user manual. In addition, due to the continual development of new techniques for intruding upon and attacking networks, BLADE does not warrant that the Software or any equipment, system or network on which the Software is used will be free of vulnerability to intrusion or attack.

THIS BNT PRODUCT MAY INCLUDE OR BE BUNDLED WITH THIRD PARTY SOFTWARE. THE WARRANTY PROVISIONS OF THIS DOCUMENT DO NOT APPLY TO SUCH THIRD PARTY SOFTWARE. IF A SEPARATE END USER LICENSE AGREEMENT HAS BEEN PROVIDED FOR SUCH THIRD PARTY SOFTWARE, USE OF THAT SOFTWARE WILL BE GOVERNED BY THAT AGREEMENT. FOR ANY APPLICABLE WARRANTY, PLEASE REFER TO THE END USER LICENSE AGREEMENT GOVERNING THE USE OF THAT SOFTWARE.

**SUPPORT:** If this product does not function as warranted or to purchase extended warranty or on-going software support services go to <http://www.bladenetwork.net> and select the Support Page.

**WHAT TO DO TO OBTAIN WARRANTY SERVICE:**

Customer must contact BNT at <http://www.bladenetwork.net> and select the Support Page within the applicable warranty period to obtain warranty service authorization. Dated proof of purchase from BNT or its authorized reseller may be required in addition to the serial number.

**WHAT BNT WILL DO TO PROVIDE WARRANTY SERVICE:**

BNT will verify the customer warranty entitlement and then contact the customer and attempt to diagnose and resolve the problem over the telephone or electronically. A Return Material Authorization (RMA) number will be issued if the problem cannot be resolved remotely by way of software download.

**Returning Product to BNT:** RMA instructions (including an RMA #) and forms are provided to the customer via email. No return is processed without first obtaining a RMA number. For return of defective product the customer must package appropriately the product and send it back freight and insurance prepaid via a freight agent of its choice to BNT repair center. The RMA number must be visible on the outside of the package. Customers are recommended to back up any confidential or proprietary data stored in any product returned to BNT. BNT shall not be responsible for any software, firmware, information, or memory data of Customer contained in, stored on, or integrated with any BNT products returned to BNT for repair, whether under warranty or not.

**Returning product to customers**

All replacement units are installed by the customer, no field engineering service is provided. BNT will retain risk of loss or damage until the new item is delivered to Customer. The allocation of responsibility for loss or damage stated shall be subject to any mandatory legal requirements

**In Warranty returns:** By default the customer will receive a replacement unit once the repair center has established that the defect is covered by the warranty. BNT will ship a replacement to Customer within twenty (20) business days after BNT receive the defective product. Returned BNT products are insured and sent by a method that provides for tracking of the package. Advanced replacement of the defective product is available only as an option. In this case the customer buys a replacement unit with payment by credit card through a secured site and is refunded the full amount of the replacement unit once the returned defective product is received by BNT repair center and qualifies under the warranty terms.

**Out Of Warranty returns:** If the product returned does not qualify for warranty BNT will notify the customer and no refund will be issued. In all cases, if no-fault is found on the returned product the customer may be charged a restocking and transaction fee (includes shipping) of 20% of the price of the product.