

**BLADE NETWORK TECHNOLOGIES
Limited Warranty, Disclaimer of Warranty and End User License Agreement (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 a 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 receives the defective product. BNT products returned due to a warranty claim 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 due to a warranty claim 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.

EXTENDED WARRANTY AND SERVICES: To ensure complete support coverage, within ninety (90) days from the date of purchase, the customer may purchase extended warranty or on-going software support services. Inquiries can be sent to services@bladenetwork.net

END USER LICENSE AGREEMENT

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Definition of Software.

Software is any software, including *BladeHarmony™ Manager*, bug fix, Update, Upgrade, feature, or 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 rolled up into one release and b) patches (aka single-point-solution or one-off) – single bug fixes for specific customers.

"Upgrades" means releases that have new features and/or functions and which have undergone full Software Quality Assurance (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.

Software License and Compliance.

Customer is licensed to use downloaded Software only on hardware registered to receive the Software under the terms of BNT's standard end-user software license agreement and other written agreements between Customer and BNT. To meet compliance

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