

# VeriWave Limited Warranty for WaveDeploy and WaveInsite

By using the VeriWave Hardware, Software Media or Software subject to this VeriWave Limited Warranty (this "Limited Warranty"), VeriWave's Customer agrees to be bound by the terms and conditions set forth herein.

## I. Hardware and Software Media Warranty

**What Is Covered:** Any material physical defects to VeriWave Hardware (e.g., WaveDeploy Ethernet or WaveDeploy WiFi), Software Media (e.g., CD ROM).

**For How Long:** The "Limited Warranty Period" for Hardware is one (1) year from the original ship date of the hardware and for Software ninety (90) days from the original ship date of the Software Media.

**What We Will Do:** Repair or replace defective VeriWave WaveDeploy Hardware or Software Media in accordance with our standard policies and this Limited Warranty.

**What You Must Do:** For replacement or repair of defective VeriWave Hardware or Software Media during the Limited Warranty Period, you are required to obtain a Return of Material Authorization (RMA) number by calling "VeriWave Customer Support" between the hours of 8:00AM to 5:30PM (PST), Monday through Friday, excluding U.S. religious and national holidays, at the telephone numbers listed below:

In the U.S. call: 1-800-457-5919  
From outside the U.S. call +1-503-473-8350

Alternatively, an RMA can be obtained by e-mailing [support@veriwave.com](mailto:support@veriwave.com) and providing the information described below.

**Information Required:** VeriWave Customer Support will require the following information in order to provide an RMA and to assist in resolving your problem:

- Model number of VeriWave Hardware.
- Serial numbers of VeriWave Hardware.
- Software version.
- Detailed problem description.
- Customer name, address and telephone number.

**Hardware:** Repairs or replacement will normally require return of the VeriWave Hardware in accordance with the instructions set forth in this paragraph. An RMA number is required for all hardware returns – see the "What You Must Do" section above. All returned hardware items must be shipped in original packaging, including antistatic bags. Units packaged incorrectly may be damaged in shipping, which will invalidate this repair or replacement warranty with respect to such units and may cause Customer to incur a corresponding repair or replacement charge. All returned VeriWave Hardware must be shipped to VeriWave at the shipping address listed below, freight prepaid. The assigned RMA number must be clearly posted on the outside of the box. VeriWave will make commercially reasonable efforts to repair or replace and return the VeriWave Hardware, freight prepaid, within seven (7) to ten (10) business days after receipt. If returned VeriWave Hardware is determined by VeriWave not to be defective, Customer shall be

responsible, at VeriWave's option, for all related costs incurred by VeriWave, including shipping. VeriWave may invoice Customer for any such related costs.

Shipping Address:

VeriWave Inc.  
8770 SW Nimbus Ave.  
Beaverton, OR 97008  
U.S.A.

RMA No. \_\_\_\_\_

**Software Media:** If you are returning Software Media, please send the Software Media, postage prepaid, in its original packaging to the shipping address listed above. Please also include a description of the defect in the Software Media. VeriWave will make reasonable efforts to replace and return the Software Media within seven (7) to ten (10) business days after receipt. If returned Software Media is determined by VeriWave not to be defective, Customer shall be responsible, at VeriWave's option, for all related costs incurred by VeriWave, including shipping. VeriWave may invoice Customer for any such related costs.

**IMPORTANT:**

- ☞ Any defective item being returned must be insured for the list price of the VeriWave Hardware or Software Media, or the Customer assumes the risk of loss or damage in transit both to and from VeriWave. Shipments without RMA numbers will be refused and returned to Customer at Customer's sole cost and expense.
- ☞ In the event that a defective item is not covered by this Limited Warranty or by any VeriWave Extended Warranty, VeriWave may, at its option, issue an RMA and repair or replace such defective item. The Customer in any such instance will be required to pay an Out-of-Warranty Repair or Replacement Cost.

## II. OTHER LIMITED WARRANTY LIMITATIONS

**WHAT WE WILL NOT DO:** THIS LIMITED WARRANTY DOES NOT COVER MATERIAL THAT HAS BEEN LOST, STOLEN OR DAMAGED (WHETHER INTENTIONALLY, NEGLIGENTLY OR ACCIDENTALLY) BY MISUSE, UNAUTHORIZED MODIFICATION OR INSTALLATION OR OTHER CAUSES NOT ARISING OUT OF DEFECTS IN THE EQUIPMENT OR SOFTWARE. FURTHER, THIS LIMITED WARRANTY DOES NOT COVER VERIWAVE HARDWARE OR SOFTWARE THAT IS LOCATED OUTSIDE THE UNITED STATES IF SUCH HARDWARE OR SOFTWARE WAS ORIGINALLY DELIVERED TO YOU WITHIN THE UNITED STATES. VERIWAVE'S LIMITED WARRANTY DOES NOT INCLUDE INSTALLATION OR RELOCATION OF ANY REPLACED OR REPAIRED VERIWAVE HARDWARE OR SOFTWARE.

**DISCLAIMER OF WARRANTY:** TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW AND EXCEPT AS EXPRESSLY SET FORTH HEREIN OR IN ANY VERIWAVE EXTENDED WARRANTY OR IN ANY LICENSE AGREEMENT COVERING SUCH ITEMS, THE VERIWAVE HARDWARE, SOFTWARE MEDIA, AND SOFTWARE (COLLECTIVELY, THE "VERIWAVE PRODUCTS") ARE PROVIDED "AS IS", AND VERIWAVE AND ITS SUPPLIERS AND LICENSORS DO NOT MAKE AND SPECIFICALLY DISCLAIM ALL EXPRESS AND IMPLIED WARRANTIES OF EVERY KIND RELATING TO THE VERIWAVE PRODUCTS AND/OR USE OF THE VERIWAVE PRODUCTS (INCLUDING, WITHOUT LIMITATION, ACTUAL AND IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE AND OF NON-INFRINGEMENT), AS WELL AS ANY WARRANTIES

THAT THE VERIWAVE PRODUCTS (OR ANY ELEMENTS THEREOF) WILL ACHIEVE A PARTICULAR RESULT OR WILL BE UNINTERRUPTED OR ERROR-FREE.

**LIMITATION OF LIABILITY:** TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT SHALL VERIWAVE BE LIABLE UNDER ANY THEORY OF LIABILITY FOR ANY CONSEQUENTIAL, INDIRECT, INCIDENTAL, SPECIAL, PUNITIVE OR EXEMPLARY DAMAGES OF ANY KIND, INCLUDING, WITHOUT LIMITATION, DAMAGES ARISING FROM LOSS OF PROFITS, REVENUE, DATA OR USE, OR FROM INTERRUPTED COMMUNICATIONS OR DAMAGED DATA, OR FROM ANY DEFECT OR ERROR OR IN CONNECTION WITH CUSTOMER'S ACQUISITION OF SUBSTITUTE GOODS OR SERVICES OR MALFUNCTION OF THE VERIWAVE PRODUCT, OR ANY SUCH DAMAGES ARISING FROM BREACH OF CONTRACT OR WARRANTY OR FROM NEGLIGENCE OR STRICT LIABILITY, EVEN IF VERIWAVE OR ANY OTHER PERSON HAS BEEN ADVISED OR SHOULD KNOW OF THE POSSIBILITY OF SUCH DAMAGES, AND NOTWITHSTANDING THE FAILURE OF ANY REMEDY TO ACHIEVE ITS INTENDED PURPOSE. ADDITIONAL LIMITATIONS OF LIABILITY MAY BE REPRESENTED IN THE VERIWAVE STANDARD PURCHASING TERMS AND CONDITIONS.

**LIABILITY SHALL NOT EXCEED PURCHASE PRICE:** VERIWAVE'S SOLE AND AGGREGATE LIABILITY FOR ANY DAMAGES TO YOU OR ANY OTHER PERSON OR ENTITY SHALL NOT EXCEED THE AMOUNT ACTUALLY PAID FOR THE CORRESPONDING VERIWAVE PRODUCT(S) OR SERVICE(S), REGARDLESS OF THE PRODUCT(S) OR SERVICE(S), AND REGARDLESS OF ANY FORM OF THE CLAIM.

**NO UNAUTHORIZED PERSON CAN CHANGE THE TERMS OF THIS LIMITED WARRANTY:** ADDITIONAL STATEMENTS BY AGENTS, EMPLOYEES OR DISTRIBUTORS OF VERIWAVE DO NOT CONSTITUTE WARRANTIES BY VERIWAVE, DO NOT BIND VERIWAVE, AND MAY NOT BE RELIED UPON.

**STATE LAW RIGHTS:** THIS LIMITED WARRANTY GIVES YOU SPECIFIC LEGAL RIGHTS, AND YOU MAY ALSO HAVE OTHER RIGHTS WHICH MAY VARY FROM STATE TO STATE OR IN OTHER JURISDICTIONS. BECAUSE SOME STATES OR JURISDICTIONS MAY NOT ALLOW LIMITATIONS ON THE DURATION OF IMPLIED WARRANTIES, OR LIMITATIONS ON OR EXCLUSIONS OF CONSEQUENTIAL OR INCIDENTAL DAMAGES, SOME OF THE ABOVE LIMITATIONS MAY NOT APPLY TO YOU DEPENDING ON YOUR STATE OF RESIDENCE. YOU SHOULD SEEK INDEPENDENT LEGAL ADVICE REGARDING SUCH RIGHTS.

**GPL SOFTWARE:** ANY GPL SOFTWARE INCLUDED IN THE SOFTWARE IS THIRD-PARTY SOFTWARE THAT HAS NOT BEEN MANUFACTURED, TESTED OR OTHERWISE APPROVED BY VERIWAVE. THE GPL SOFTWARE IS PROVIDED "AS IS," AND VERIWAVE DOES NOT MAKE AND SPECIFICALLY DISCLAIMS ALL EXPRESS AND IMPLIED WARRANTIES OF EVERY KIND RELATING TO THE GPL SOFTWARE AND/OR USE OF THE GPL SOFTWARE (INCLUDING, WITHOUT LIMITATION, ACTUAL AND IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE AND OF NON-INFRINGEMENT), AS WELL AS ANY WARRANTIES THAT THE GPL SOFTWARE (OR ANY ELEMENTS THEREOF) WILL ACHIEVE A PARTICULAR RESULT OR WILL BE UNINTERRUPTED OR ERROR-FREE. NOTHING IN THIS LIMITED WARRANTY SHALL OBLIGATE VERIWAVE TO PROVIDE ANY SUPPORT FOR THE GPL SOFTWARE.

### **III. Governing Law**

This Limited Warranty and the rights and obligations of the parties hereunder shall be governed by and construed in accordance with the laws of the State of Oregon, without reference to conflicts of laws principles. The parties agree to the non-exclusive jurisdiction of the state and federal courts in Multnomah County, Oregon in connection with the litigation of any dispute under or in connection with this Limited Warranty, and waive any objection to such jurisdiction based on

venue or personal jurisdiction. THIS LIMITED WARRANTY WILL NOT BE GOVERNED OR INTERPRETED IN ANY WAY BY REFERRING TO ANY LAW BASED ON THE UNIFORM COMPUTER INFORMATION TRANSACTIONS ACT (UCITA), EVEN IF THAT LAW HAS BEEN ADOPTED IN OREGON, AND THE UNITED NATIONS CONVENTION ON CONTRACTS FOR THE INTERNATIONAL SALE OF GOODS IS HEREBY EXCLUDED.

## **IV. More Information**

For more information regarding this Limited Warranty, contact VeriWave Customer Service:

Phone :

In the U.S., call: 1-800-457-5919

From outside the U.S., call: +1-503-473-8350

Fax : +1-503-473-8351

Email :

[support@VeriWave.com](mailto:support@VeriWave.com)

# VeriWave Extended/Renewal Warranty for WaveDeploy and WaveInsite

Upon acquisition of any VeriWave Extended Warranty for WaveDeploy and WaveInsite, VeriWave's Customer agrees to be bound by the terms and conditions set forth in this VeriWave Extended/Renewal Warranty (this "Extended Warranty Agreement").

## Extended Hardware and Software Media Warranty

To ensure continued warranty privileges, VeriWave also offers to its Customers an "Extended Hardware and Software Media Warranty." This Extended Warranty extends the terms and conditions of VeriWave's Limited Warranty for additional one-year terms and is renewable annually for a fee. Renewal terms must be continuous with no gaps in coverage. The terms and conditions of VeriWave's Limited Warranty are incorporated into all VeriWave Extended Warranties. Under the Extended Hardware and Software Media Warranty, VeriWave will repair or replace defective VeriWave Hardware and Software Media. Certain additional limitations may apply to products that have reached the "End Of Development" date within the "End Of Life" process. These limitations are covered in the Other Limitations section below. Warranty-reinstatement charges are offered to customers to qualify out-of-warranty product. Extended Hardware Warranty coverage can be purchased for individual components of VeriWave Hardware. Please contact your VeriWave Sales Representative for pricing information for Extended Hardware Warranty coverage.

## Other Limitations

**WHAT WE WILL NOT DO:** VERIWAVE'S EXTENDED WARRANTIES DO NOT COVER MATERIAL THAT HAS BEEN LOST, STOLEN OR DAMAGED (WHETHER INTENTIONALLY, NEGLIGENTLY OR ACCIDENTALLY) BY MISUSE, UNAUTHORIZED MODIFICATION OR INSTALLATION OR OTHER CAUSES NOT ARISING OUT OF DEFECTS IN THE EQUIPMENT OR SOFTWARE. FURTHER, VERIWAVE'S EXTENDED WARRANTIES DO NOT COVER VERIWAVE HARDWARE OR SOFTWARE THAT IS LOCATED OUTSIDE THE UNITED STATES IF SUCH HARDWARE OR SOFTWARE WAS ORIGINALLY DELIVERED TO YOU WITHIN THE UNITED STATES. VERIWAVE'S EXTENDED WARRANTIES DO NOT INCLUDE INSTALLATION OR RELOCATION OF ANY REPLACED OR REPAIRED VERIWAVE HARDWARE OR SOFTWARE. VERIWAVE WILL NOT PROVIDE CODE CHANGES FOR HARDWARE OR SOFTWARE TO CORRECT PROGRAMMING DEFECTS IN PRODUCTS THAT HAVE REACHED THE "END OF DEVELOPMENT" DATE IN THE "END OF LIFE" PROCESS REGARDLESS OF WHETHER THESE DEFECTS ARE IN THE SOFTWARE CODE OR IN THE HARDWARE DESCRIPTION LANGUAGE (HDL) CODE.

**DISCLAIMER OF WARRANTY:** TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW AND EXCEPT AS EXPRESSLY SET FORTH HEREIN OR IN ANY LICENSE AGREEMENT COVERING SUCH ITEMS, THE VERIWAVE HARDWARE, SOFTWARE MEDIA, SOFTWARE AND PRINTED MATERIALS (COLLECTIVELY, THE "VERIWAVE PRODUCTS") ARE PROVIDED "AS IS", AND VERIWAVE AND ITS SUPPLIERS AND LICENSORS DO NOT MAKE AND SPECIFICALLY DISCLAIM, ALL EXPRESS AND IMPLIED WARRANTIES OF EVERY KIND RELATING TO THE VERIWAVE PRODUCTS AND/OR USE OF THE VERIWAVE PRODUCTS (INCLUDING, WITHOUT LIMITATION, ACTUAL AND IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE AND OF NON-INFRINGEMENT), AS WELL AS ANY WARRANTIES THAT THE VERIWAVE PRODUCTS (OR

ANY ELEMENTS THEREOF) WILL ACHIEVE A PARTICULAR RESULT OR WILL BE UNINTERRUPTED OR ERROR-FREE.

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## **Governing Law**

This Extended Agreement and the rights and obligations of the parties in connection with VeriWave's Extended Warranties shall be governed by and construed in accordance with the laws of the State of Oregon, without reference to conflicts of laws principles. The parties agree to the non-exclusive jurisdiction of the state and federal courts in Multnomah County, Oregon in connection with the litigation of any dispute under or in connection with this Extended Warranty

Agreement or any VeriWave Extended Warranty, and waive any objection to such jurisdiction based on venue or personal jurisdiction. NEITHER THIS EXTENDED WARRANTY AGREEMENT NOR VERIWAVE'S EXTENDED WARRANTIES WILL BE GOVERNED OR INTERPRETED IN ANY WAY BY REFERRING TO ANY LAW BASED ON THE UNIFORM COMPUTER INFORMATION TRANSACTIONS ACT (UCITA), EVEN IF THAT LAW HAS BEEN ADOPTED IN CALIFORNIA, AND THE UNITED NATIONS CONVENTION ON CONTRACTS FOR THE INTERNATIONAL SALE OF GOODS IS HEREBY EXCLUDED.