Cisco Limited 5-Year Hardware and 5-Year Software Warranty

WARR-5YR-HW-5YR-SW

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Contents

Cisco Limited 5-Year Hardware and 5-Year Software Warranty Terms 3
Limited Hardware Warranty 3
DISCLAIMER OF WARRANTY 4
Limited Software Warranty and Disclaimer 4
Governing Law, Jurisdiction and Venue 5
Return Material Authorizations 6
Important Claim Information 6
Service Assistance 6
Online Resources 7
Cisco General Terms 7
Warranty Online 7
Obtaining Documentation 7

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Cisco Limited 5-Year Hardware and 5-Year Software Warranty Terms[1]

The following are special terms that apply to your Optical hardware and software warranty during the warranty period. Your embedded software is subject to the Cisco General Terms (link available below) and/or any SEULA or specific Software warranty terms for additional software products loaded on the device.

Duration of Hardware Warranty: Five (5) Years

Replacement, Repair or Refund Procedure for Hardware: Cisco or its service center will use commercially reasonable efforts to ship a replacement part for delivery within fifteen (15) working days after receipt of the defective product at Cisco's site. Actual delivery times may vary depending on Customer location.

Limited Hardware Warranty

Hardware. Cisco Systems, Inc., or the Cisco Systems, Inc. subsidiary selling the Product ("Cisco") warrants that commencing from the date of shipment to Customer (and in case of resale by a Cisco reseller, commencing not more than ninety (90) days after original shipment by Cisco), and continuing for a period of the longer of (a) 5 Years or (b) as otherwise set forth at https://www.cisco.com/go/warranty, the Hardware will be free from defects in material and workmanship under normal use. The date of shipment of a Product by Cisco is set forth on the packaging material in which the Product is shipped. This limited warranty extends only to the original user of the Product. Customer's sole and exclusive remedy and the entire liability of Cisco and its suppliers under this limited warranty will be, at Cisco's or its service center's option, shipment of a replacement within the warranty period and according to the replacement process described in the warranty card (if any), or if no warranty card, as described on the Cisco Product Warranties web page https://www.cisco.com/go/warranty or a refund of the purchase price if the Hardware is returned to the party supplying it to Customer, freight and insurance prepaid. Cisco replacement parts used in Hardware replacement may be new or equivalent to new. Cisco's obligations hereunder are conditioned upon the return of affected Hardware in accordance with Cisco's or its service center's then-current Return Material Authorization (RMA) procedures.

Restrictions. This limited warranty does not apply if the Hardware (a) has been altered, except by Cisco or its authorized representative, (b) has not been installed, operated, repaired, or maintained in accordance with instructions supplied by Cisco, (c) has been subjected to abnormal physical or electrical stress, abnormal environmental conditions, misuse, negligence, or accident; or (d) is licensed for beta, evaluation, testing or demonstration purposes.

[1] The Cisco Limited 5-Year Hardware and 5-Year Software Warranty is available only to qualified World Wide Service Providers which Cisco defines as owners and operators of the world's collection of voice-oriented Public Switched Telephone Networks (PSTNs).

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Limitations and Exclusions of Liability. In no event will Cisco or its licensors be liable for the following, regardless of the theory of liability or whether arising out of the use or inability to use the Hardware or otherwise, even if a party been advised of the possibility of such damages: (a) indirect, incidental, exemplary, special or consequential damages; (b) loss or corruption of data or interrupted or loss of business; or (c) loss of revenue, profits, goodwill or anticipated sales or savings. All liability of Cisco, its affiliates, officers, directors, employees, agents, suppliers and licensors collectively, to Customer, whether based in warranty, contract, tort (including negligence), or otherwise, shall not exceed the license fees paid by Customer to any Approved Source for the Hardware that gave rise to the claim. This limitation of liability for Hardware is cumulative and not per incident. Nothing in this limited warranty limits or excludes any liability that cannot be limited or excluded under applicable law.

Duration of Software Warranty: Five (5) Year

Software: Cisco warrants that commencing from the date of shipment to Customer (but in case of resale by an authorized Cisco reseller, commencing not more than ninety (90) days after original shipment by Cisco), and continuing for a period of five (5) years: (a) the media on which the Software is furnished will be free of defects in materials and workmanship under normal use; and (b) the Software substantially conforms to its published specifications.

Cisco reserves the right to refund the purchase price as its exclusive warranty remedy.

Limited Software Warranty and Disclaimer

a. **Limited Warranty.** Cisco warrants that the Software will substantially conform to the applicable Documentation for the longer of (i) 5 Years following the date the Software is made available to You for your Use or (ii) as otherwise set forth at https://www.cisco.com/go/warranty. This warranty does not apply if the Software, Cisco product or any other equipment upon which the Software is authorized to be used: (i) has been altered, except by Cisco or its authorized representative, (ii) has not been installed, operated, repaired, or maintained in accordance with instructions supplied by Cisco, (iii) has been subjected to abnormal physical or electrical stress, abnormal environmental conditions, misuse, negligence, or accident; (iv) is licensed for beta, evaluation, testing or demonstration purposes or other circumstances for which the Approved Source does not receive a payment of a purchase price or license fee; or (v) has not been provided by an Approved Source. Cisco will use commercially reasonable efforts to deliver to You Software free from any viruses, programs, or programming devices designed to modify, delete, damage or disable the Software or Your data.

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b. **Exclusive Remedy.** At Cisco's option and expense, Cisco shall repair, replace, or cause the refund of the license fees paid for the non-conforming Software. This remedy is conditioned on You reporting the non-conformance in writing to Your Approved Source within the warranty period. The Approved Source may ask You to return the Software, the Cisco product, and/or Documentation as a condition of this remedy. This Section is Your exclusive remedy under the warranty.

c. **Disclaimer.** Except as expressly set forth above, Cisco and its licensors provide Software "as is" and expressly disclaim all warranties, conditions or other terms, whether express, implied or statutory, including without limitation, warranties, conditions or other terms regarding merchantability, fitness for a particular purpose, design, condition, capacity, performance, title, and non-infringement. Cisco does not warrant that the Software will operate uninterrupted or error-free or that all errors will be corrected. In addition, Cisco 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.

d. **Limitations and Exclusions of Liability.** In no event will Cisco or its licensors be liable for the following, regardless of the theory of liability or whether arising out of the use or inability to use the Software or otherwise, even if a party been advised of the possibility of such damages: (a) indirect, incidental, exemplary, special or consequential damages; (b) loss or corruption of data or interrupted or loss of business; or (c) loss of revenue, profits, goodwill or anticipated sales or savings. All liability of Cisco, its affiliates, officers, directors, employees, agents, suppliers and licensors collectively, to You, whether based in warranty, contract, tort (including negligence), or otherwise, shall not exceed the license fees paid by You to any Approved Source for the Software that gave rise to the claim. This limitation of liability for Software is cumulative and not per incident. Nothing in this Agreement limits or excludes any liability that cannot be limited or excluded under applicable law.

Governing Law, Jurisdiction and Venue

If Customer acquired the Product in a country or territory listed below, as determined by reference to the address on the purchase order the Approved Source accepted, this table identifies the law that governs this limited warranty (notwithstanding any conflict of laws provision) and the specific courts that have exclusive jurisdiction over any claim arising under this limited warranty.

Country or Territory	Governing Law	Jurisdiction and Venue
United States, Latin America or the Caribbean	State of California, United States of America	Federal District Court, Northern District of California or Superior Court of Santa Clara County, California
Canada	Province of Ontario, Canada	Courts of the Province of Ontario, Canada
Europe (excluding Italy), Middle East, Africa, Asia or Oceania (excluding Australia)	Laws of England	English Courts
Japan	Laws of Japan	Tokyo District Court of Japan
Australia	Laws of the State of New South Wales	State and Federal Courts of New South Wales
Italy	Laws of Italy	Court of Milan
China	Laws of the People's Republic of China.	Hong Kong International Arbitration Center
All other countries or territories	State of California	State and Federal Courts of California

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The parties specifically disclaim the application of the UN Convention on Contracts for the International Sale of Goods. In addition, no person who is not a party to the General Terms shall be entitled to enforce or take the benefit of any of its terms under the Contracts (Rights of Third Parties) Act 1999. Regardless of the above governing law, either party may seek interim injunctive relief in any court of appropriate jurisdiction with respect to any alleged breach of such party's intellectual property or proprietary rights.

Return Material Authorizations

To Receive a Return Materials Authorization (RMA) Number:

- Please contact the party from whom you purchased the product.
- If you purchased the product directly from Cisco, call Cisco TAC by phone to start a validation of your warranty claim.

To obtain a directory of toll-free Cisco TAC telephone numbers for your country, go to this URL: https://www.cisco.com/go/DirTAC.

If you are instructed to return your product under the terms of your warranty and issued an RMA Number, follow these steps:

- Return the unit to Cisco or your network supplier as instructed.
- Your unit will be replaced per the applicable warranty guidelines.
- If you cannot locate your network supplier, you may return the unit to Cisco.

Important Note - All material returned to Cisco must be accompanied by a Return Material Authorization (RMA) number. This number is necessary so that the factory can ensure proper tracking and handling of returned material.

If you do not have an RMA number, Cisco reserves the right to refuse receipt of returned units.

Important Claim Information

Complete the form below and keep for ready reference.

Product purchased from:	
Their telephone number:	
Product Model and Serial number:	
Maintenance Contract number:	

Service Assistance

If you have a Cisco SMART Net Total Care service program or other maintenance agreement, request service under your agreement. You can purchase maintenance contracts from your local network supplier or from Cisco directly.

Call the Cisco TAC line if you have contracted for this service. TAC support is not available as part of warranty alone.

To obtain a directory of toll-free Cisco TAC telephone numbers for your country, go to this URL: https://www.cisco.com/go/DirTAC.

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Online Resources

Cisco General Terms

The Cisco General Terms governing software use is available at the following URL: https://www.cisco.com/go/softwareterms.

Warranty Online

Product warranty terms and other information applicable to Cisco products are available at the following URL: https://www.cisco.com/go/warranty.

Consult the above website or your Cisco Sales and Service Representative for a complete listing of Cisco products and applicable warranties.

Obtaining Documentation

For information on obtaining documentation, submitting a service request, and gathering additional information, see the monthly What's New in Cisco Product Documentation, which also lists all new and revised Cisco technical documentation, at: https://www.cisco.com/en/US/docs/general/whatsnew/whatsnew.html.

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