

Hardware Warranty

PLEASE READ THIS HARDWARE WARRANTY CAREFULLY AS IT APPLIES TO THE HARDWARE PROVIDED TO YOU AND ANY RELATED DOCUMENTATION (“DOCUMENTATION”). USING SUCH HARDWARE INDICATES YOUR ACCEPTANCE OF THE HARDWARE WARRANTY AND ESTABLISHES A BINDING AGREEMENT BETWEEN YOU AS THE PERSON OR ENTITY ACQUIRING THE HARDWARE (“YOU”) AND CORERO NETWORK SECURITY, INC., A DELAWARE CORPORATION, WITH OFFICES AT ONE CABOT ROAD, HUDSON, MASSACHUSETTS 01749 (“CORERO”) AS OF THE DATE YOU OPEN THIS PACKAGE. IF YOU ARE ACCEPTING ON BEHALF OF YOUR EMPLOYER OR ANOTHER ENTITY, YOU REPRESENT AND WARRANT THAT: (I) YOU HAVE FULL LEGAL AUTHORITY TO BIND YOUR EMPLOYER, OR THE APPLICABLE ENTITY, TO THIS WARRANTY AGREEMENT; (II) YOU HAVE READ AND UNDERSTAND THIS WARRANTY AGREEMENT; AND (III) YOU AGREE, ON BEHALF OF THE PARTY THAT YOU REPRESENT, TO THIS WARRANTY AGREEMENT. ACCEPTANCE OF THIS WARRANTY AGREEMENT IS REQUIRED AS A CONDITION TO PROCEEDING WITH THE INSTALLATION AND USE OF THE HARDWARE. IF YOU DO NOT ACCEPT THIS WARRANTY AGREEMENT, OR IF YOU DO NOT HAVE THE LEGAL AUTHORITY TO BIND YOUR EMPLOYER OR THE APPLICABLE ENTITY, PROMPTLY RETURN THE ENTIRE PRODUCT TO THE PLACE WHERE YOU PURCHASED IT AND YOUR MONEY WILL BE REFUNDED. Consult the Corero Network Security, Inc. (“Corero”) Software License Agreement for explicit software warranty information.

Hardware Warranty

The Hardware is warranted by Corero against defects in workmanship and material under normal use for a period of one (1) year from the date of shipment. Corero’s sole responsibility and your exclusive remedy under this warranty shall be for Corero to repair, or at its option, to replace any hardware component or hardware system that fails during the warranty period because of a defect in workmanship or material. This warranty applies only to defective hardware systems returned by you during the warranty period to Corero at One Cabot Road, Hudson, MA 01749, USA or a service facility designated by Corero. In order to return a unit you must obtain Return Material Authorization (“RMA”) approval from the Corero Technical Support team and include this form with your hardware system return. All returns must be in the original packaging or replacement packaging provided by Corero. Failure to use the original packaging or obtain replacement packaging from Corero may void this hardware warranty. You are responsible for the cost of shipment to the designated Corero facility. All replaced and returned parts become Corero’s property on an exchange basis.

Limitation of Hardware Warranty

The above warranty extends only to the legal purchaser of the hardware system and is contingent on the proper use and care of the hardware system and maintenance of a safe and suitable site. Any products not listed on the then current Corero Price List, which are provided by Corero are warranted "AS IS." Corero’s sole obligations under this hardware warranty for the hardware systems listed on the then current Corero Price List is to provide the remedies thus described herein.

No Other Warranties:

TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, CORERO DISCLAIMS ALL WARRANTIES, OTHER THAN THE EXPRESS LIMITED HARDWARE WARRANTY STATED ABOVE, EXPRESS, IMPLIED, OR STATUTORY, INCLUDING, WITHOUT LIMITATION, ANY WARRANTIES OF MERCHANTABILITY, TITLE, FITNESS FOR A PARTICULAR PURPOSE OR NONINFRINGEMENT, OR ARISING FROM A COURSE OF DEALING, USAGE OR TRADE PRACTICE. NEITHER THIS WARRANTY AGREEMENT NOR ANY DOCUMENTATION FURNISHED UNDER IT IS INTENDED TO EXPRESS OR IMPLY ANY WARRANTY THAT THE OPERATION OF THE HARDWARE SYSTEM (i) WILL BE UNINTERRUPTED, TIMELY, OR ERROR-FREE OR THAT THE HARDWARE SYSTEM WILL PROTECT AGAINST ALL POSSIBLE THREATS OR ATTACKS, (ii) SECURITY THREATS, MALICIOUS CODE AND/OR VULNERABILITIES WILL BE IDENTIFIED AND BLOCKED, (iii) THE OPERATION OF THE SOFTWARE WILL RENDER CUSTOMER’S NETWORK AND SYSTEMS SAFE FROM MALICIOUS CODE, INTRUSIONS OR OTHER SECURITY BREACHES, (iv) THERE WILL BE NO FALSE POSITIVES. THE LIMITED WARRANTY SET FORTH IN THIS WARRANTY AGREEMENT GIVES YOU SPECIFIC LEGAL RIGHTS, AND YOU MAY HAVE

OTHERS UNDER APPLICABLE LAW, WHICH MAY VARY DEPENDING ON YOUR LOCATION. NO DEALER, DISTRIBUTOR, AGENT OR EMPLOYEE OF CORERO IS AUTHORIZED TO CHANGE OR ADD TO THE WARRANTY AND REMEDIES SET FORTH HEREIN. ANY OTHER HARDWARE PRODUCTS FURNISHED WITH OR ACCOMPANYING THE CORERO HARDWARE SYSTEM ARE NOT WARRANTED BY CORERO AND ARE PROVIDED ON AN AS IS BASIS. SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OR LIMITATION OF IMPLIED WARRANTIES, SO THESE LIMITATIONS MAY NOT APPLY TO YOU.

LIMITATION OF LIABILITY: TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT SHALL CORERO HAVE ANY LIABILITY FOR ANY SPECIAL, INDIRECT, INCIDENTAL, PUNITIVE, EXEMPLARY OR CONSEQUENTIAL DAMAGES WHATSOEVER ARISING OUT OF THE USE OF OR INABILITY TO USE THE HARDWARE SYSTEM (INCLUDING, WITHOUT LIMITATION, DAMAGES OR COSTS FOR LOSS OF PROFITS, BUSINESS, GOODWILL, DATA OR OTHER ASSETS, OR COMPUTER PROGRAMS). IN NO EVENT SHALL CORERO'S AGGREGATE LIABILITY TO YOU, WHETHER IN CONTRACT, TORT (INCLUDING NEGLIGENCE), OR OTHERWISE, EXCEED THE PRICE OF THE PRODUCT (WHICH INCLUDES THE HARDWARE SYSTEM) PAID BY YOU. THE FOREGOING LIMITATIONS OF LIABILITY SHALL APPLY WHETHER SUCH DAMAGES WERE FORESEEABLE OR UNFORESEEABLE, REGARDLESS OF THE BASIS OF THE CLAIM, EVEN IF CORERO HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THE LIMITATION OF LIABILITY IN THIS SECTION IS BASED ON THE FACT THAT END USERS USE THEIR COMPUTERS AND SYSTEMS FOR DIFFERENT PURPOSES. THEREFORE, IT IS YOUR RESPONSIBILITY TO IMPLEMENT BACK-UP PLANS AND APPROPRIATE SAFEGUARDS IN THE EVENT THE HARDWARE SYSTEM FAILS OR AN ATTACK CANNOT BE PREVENTED, RESULTING IN COMPUTER PROBLEMS AND RELATED DATA LOSS. THEREFORE, YOU AGREE TO THE LIMITATIONS OF LIABILITY IN THIS SECTION AND ACKNOWLEDGE THAT ABSENT YOUR AGREEMENT TO THIS PROVISION, THE FEE CHARGED FOR THE PRODUCT WOULD BE SUBSTANTIALLY HIGHER. SOME JURISDICTIONS DO NOT ALLOW EXCLUSION OR LIMITATION OF LIABILITY FOR CONSEQUENTIAL OR INCIDENTAL DAMAGES, SO THIS LIMITATION MAY NOT APPLY TO YOU.