

**WSCA Data Communications Equip & OEM Associated Maintenance and  
Training  
Contract AR214  
Foundry Networks Warranty Information**

**Product Warranty Guidelines**

Warranty coverage for Foundry Networks products are described below. Additional support coverage can be purchased with your Foundry products. Please reference Attachment C: "Foundry WSCA Price List" annual service and maintenance costs beyond the standard warranty.

Standard warranty terms and conditions are outlined below.

**Warranty Start Date**

"Start Date" as used in this policy means the date this product is shipped from the manufacturing facilities of Foundry Networks, Inc.

**Limited Hardware Warranty**

Foundry Networks, Inc. ("Foundry") provides a one (1) year limited product hardware warranty to purchasers of Foundry products. Foundry warrants that the product hardware will be free from defects in materials and workmanship that result in a material deviation from the applicable published Foundry technical specifications ("Hardware System Failure"). Upon a Hardware System Failure, Foundry will repair or replace such product hardware within three (3) working days of its receipt of the failed hardware, if in advance of its receipt, such hardware (1) was evaluated by Foundry Technical Support in person or via telephone, and (2) received a Technical Support RMA number from Foundry. Further, the product hardware must be shipped, shipment pre-paid, to Foundry, and the RMA number must be clearly indicated on the shipping box and papers.

**Limited Software Warranty**

Foundry Networks, Inc. ("Foundry") provides a one (1) year limited product hardware warranty to purchasers of Foundry products. Foundry warrants that the product hardware will be free from defects in materials and workmanship that result in a material deviation from the applicable published Foundry technical specifications ("Hardware System Failure"). Upon a Hardware System Failure, Foundry will repair or replace such product hardware within three (3) working days of its receipt of the failed hardware, if in advance of its receipt, such hardware (1) was evaluated by Foundry Technical Support in person or via telephone, and (2) received a Technical Support RMA number from Foundry. Further, the product hardware must be shipped, shipment pre-paid, to Foundry, and the RMA number must be clearly indicated on the shipping box and papers.

## **Limited Software Warranty**

Foundry provides a ninety (90) day limited software warranty to licensees of Foundry software accompanying Foundry hardware. Foundry warrants that the media on which the software is delivered will be free of defects in material and workmanship for a period of ninety (90) days following delivery of the software to licensee. Foundry warrants that the software, when used in accordance with the terms of the Foundry software license, will operate substantially as set forth in the applicable Foundry Documentation for a period of ninety (90) days following delivery of the software to licensee.

## **Technical Support Access**

During and up to 90 days from the warranty "start date", toll free phone support is offered 5 days per week (8:30am to 5:30pm Pacific Time, Monday through Friday, except holidays). Calls left after hours will be returned the next business day. Access to Technical Support after this 90-day warranty period is on a commercially reasonable basis (unless a TechNet Support Contract is purchased for all systems owned by the customer).

## **Software Updates**

During and up to 90 days from the warranty "start date", software updates for system software and software products released by Foundry Networks are available by contacting Foundry Technical Support. System software updates include applicable minor releases (e.g. Release 2.0 to 2.1) to the Foundry Networks family of products as well as major feature releases (e.g. Release 2.x to 3.0). Customer must have access to the Internet for Web Browser or FTP downloads as directed by Technical Support. Software updates released after the initial 90-day warranty period are available as an upgrade product for the then applicable list price.

## **Hardware Repair Service**

In the event of a hardware system failure past the first 30-days, but within the first year of ownership from the "warranty start date", the unit will be either repaired or at Foundry Networks' option, replaced with a new or reconditioned unit of equal or better value. This service requires a phone support evaluation of the failed system from Foundry Technical Support personnel, and the issuance of a Technical Support RMA number. The Customer must ship the failed unit, pre-paid, to Foundry Networks. The RMA number must be clearly indicated on the box and shipping papers. Failure to do so will result in delays. A repaired or replacement unit will be shipped at Foundry Networks' expense within 3 business days after receipt of the failed unit.

## **Advanced Hardware Replacement Service**

Up to 30 days from the warranty "start date", Foundry Networks will provide an advanced hardware replacement unit, prior to the return of the failed unit, in the event of a hardware system failure. This service requires a phone support evaluation of the failed system from Foundry Technical Support personnel, and the issuance of a technical support RMA (Return Material Authorization) number.

An RMA issued by 12:00 (noon) Pacific Time will be shipped via overnight carrier that same day. An RMA issued after 12:00 PM Pacific Time will be shipped the following business day. Foundry Networks must receive the failed unit within 14 days after issuance of the RMA to avoid replacement charges, billed at the then current list price of the unit including installed options. A replacement unit may be a new or reconditioned unit of equivalent or better value. Saturday delivery and counter-to-counter service is available for an extra charge. Non-U.S. customers may experience additional transit time due to international customs requirements.

### **Warranty Limitations**

Foundry's warranties as set forth herein ("Warranty") are contingent on proper use of the Foundry hardware and software ("Products") and do not apply if the Products have been modified without Foundry's written approval, or if the Products' serial number label is removed, or if the Product has been damaged. The terms of the Warranty are limited to the remedies as set forth in this Warranty. THIS WARRANTY IS PROVIDED IN LIEU OF ALL OTHER RIGHTS, CONDITIONS AND WARRANTIES. FOUNDRY MAKES NO OTHER EXPRESS OR IMPLIED WARRANTY WITH RESPECT TO THE SOFTWARE, HARDWARE, PRODUCTS, DOCUMENTATION OR FOUNDRY SUPPORT, INCLUDING, WITHOUT LIMITATION, ANY WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT OF THIRD PARTY RIGHTS. FOUNDRY DOES NOT WARRANT THAT ANY PRODUCTS WILL BE ERROR-FREE, OR THAT ANY DEFECTS THAT MAY EXIST IN ITS PRODUCTS CAN BE CORRECTED. IN NO EVENT SHALL FOUNDRY BE LIABLE FOR COST OF PROCUREMENT OF SUBSTITUTE GOODS, LOST PROFITS OR ANY OTHER SPECIAL, INDIRECT, CONSEQUENTIAL OR INCIDENTAL DAMAGES (INCLUDING BUT NOT LIMITED TO LOST DATA), HOWEVER CAUSED WHETHER OR NOT FOUNDRY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.