

Xena 12-Month Warranty Agreement

By using Xena products subject to this Xena 12-Month Warranty Agreement (this "Warranty"), Xena's customer agrees to be bound by the terms and conditions set forth herein.

1. HARDWARE WARRANTY

What Is Covered: Any material defects to Xena chassis and test module hardware. **For How Long:** 12 months from the original ship date of the Xena hardware. **What We Will Do:** Repair or replace defective Xena hardware, in accordance with this Warranty.

What You Must Do: For replacement or repair of defective Xena hardware during the 12-Month warranty period, you are required to obtain a Return of Material Authorization (RMA) number by sending an e-mail to support@xenanetworks.com, containing the following information: model number of hardware; serial numbers of hardware (chassis serial number is located on rear panel, test module serial numbers are located on either the top or bottom edge of the PCB), detailed problem description, customer name, address and telephone number. **Hardware:** Repairs or replacement will normally require return of the Xena hardware in accordance with the following instructions: All returned hardware should preferably be shipped in their original packaging. 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. Xena will make commercially reasonable efforts to repair or replace and return the Xena hardware, with all shipping paid by Xena, within seven (7) to ten (10) business days after receipt. If returned Xena hardware is determined by Xena not to be defective, customer shall be responsible, at Xena's option, for all related costs incurred by Xena, including shipping.

2. SOFTWARE WARRANTY

What is Covered: Programming defects or errors in the most recent released version of the covered software and the version immediately preceding such version. "covered software" means, for any customer, the specific application and/or other software that is confirmed in writing, by invoice or otherwise, by Xena to the customer as being covered by this warranty. Covered software may include, but is not limited to the XenaManager, and test suites such as RFC 2544.

Warranty Period: 12 Months from the original ship date of the covered software or, if applicable, from the date of activation of the license Key. **What We Will Do:** We will use commercially reasonable efforts during the 12-month warranty period, in accordance with this warranty, to correct any programming defects or errors that materially and adversely affect the operation of the covered software when properly used with Xena hardware. We will typically do this by providing work-arounds and/or coding changes to the covered software. **Updates and modifications:** During the 12-month warranty period, Xena will provide to the customer who is currently registered with Xena as the owner of the covered product all updates to the covered software as and when Xena makes such updates generally available to its other customers.

Xena Extended 12-Month Warranty Agreement

To ensure continued warranty privileges, Xena offers to its Customers an "Extended Hardware Warranty", and an "Extended Software Warranty". These Extended Warranties extend the terms and conditions of Xena's 12-month Warranty for additional one-year terms and are renewable annually. The terms and conditions of Xena's 12-Month Warranty Agreement are incorporated into all Xena Extended Warranties.

1. EXTENDED HARDWARE WARRANTY

Xena will extend the original 12-Month warranty covering the Xena hardware, beyond the initial 12-month warranty period, for a fee. Under the extended hardware warranty, Xena will repair or replace defective Xena hardware, under the same terms and conditions as during the initial 12-Month warranty period. The purchase of extended software warranty coverage is required as a prerequisite for the purchase of an extended hardware warranty. Extended hardware warranty coverage can be purchased for individual components of Xena hardware. Please contact your Xena sales representative for pricing

2. EXTENDED SOFTWARE WARRANTY

Xena will extend the original 12-Month warranty covering the Xena software, beyond the initial 12-month warranty period, for a fee. During the 12-month extended software warranty period, Xena will provide software updates (as and when Xena makes such updates generally available to its other customers), for Xena software under the same terms and conditions as under Xena's software warranty during the initial 12-Month warranty period. Xena's extended software warranty is provided on an annual, per chassis or test module basis. Please contact your Xena sales representative for pricing information for extended software warranty coverage.