



## NextIO Limited Warranty

Subject to the terms and conditions set forth herein, NextIO, Inc. ("NextIO") provides this Limited Warranty only to the person or entity (the "Customer") that originally purchased or licensed the product from NextIO or its authorized reseller or distributor.

**Limited Hardware Warranty:** NextIO warrants that the hardware portion of the NextIO product ("Hardware") will be free from material defects in workmanship and materials under normal use for one (1) year from the date of invoice to the Customer (the "Hardware Warranty Period") or for three (3) years for the cases of the vCORE Express and the vCORE Extreme product lines.

The Customer's sole and exclusive remedy and the entire liability of NextIO under this Limited Hardware Warranty will be, at NextIO's option, to repair or replace the defective Hardware during the Warranty Period at no charge to the Customer or to refund the actual purchase price paid. Any repair or replacement will be rendered by NextIO at an Authorized NextIO Service Office. The replacement Hardware need not be new or have an identical make, model or part. NextIO may, at its option, replace the defective Hardware or any part thereof with any reconditioned product that NextIO reasonably determines is substantially equivalent (or superior) in all material respects to the defective Hardware. Repaired or replacement Hardware will be warranted for the remainder of the original Hardware Warranty Period or ninety (90) days, whichever is longer, and is subject to the same limitations and exclusions. If a material defect is incapable of correction, or if NextIO determines that it is not practical to repair or replace the defective Hardware, the actual price paid by the Customer for the defective Hardware will be refunded by NextIO upon return to NextIO of the defective Hardware. All Hardware or any part thereof that is replaced by NextIO, or for which the purchase price is refunded, shall become the property of NextIO upon replacement thereof or the refund to the Customer of the purchase price.

**Limited Software Warranty:** NextIO warrants that the software portion of the product ("Software") will substantially conform to NextIO's then current functional specifications for the Software, as set forth in the applicable documentation, from the date of original license of the Software for a period of ninety (90) days ("Software Warranty Period"), provided that the Software is properly installed on approved hardware and operated as contemplated in its documentation.

NextIO further warrants that, during the Software Warranty Period, the media on which NextIO delivers the Software will be free of physical defects. The Customer's sole and exclusive remedy and the entire liability of NextIO under this Limited Warranty will be, at NextIO's option, to replace the non-conforming Software (or defective media) with software that substantially conforms, in NextIO's opinion, to NextIO's functional specifications for the Software or to refund the portion of the actual license fee paid that is attributable to the Software.

Except as otherwise agreed by NextIO in writing, the replacement Software shall be provided only to the Customer and is subject to the terms and conditions of the license granted by NextIO for the Software. Replacement Software will be warranted for the remainder of the original Software Warranty Period and is subject to the same limitations and exclusions. If a material non-conformance is incapable of correction, or if NextIO determines in its sole discretion that it is not practical to replace the non-conforming Software, NextIO will refund to the Customer the license fee paid for the non-conforming Software upon the return of the non-conforming Software (and all copies thereof) to NextIO. Upon the payment of a refund for any



non-conforming Software to the original licensee, the license originally granted for such non-conforming Software will automatically terminate.

**Claims:** The Customer shall submit a claim to NextIO as defined by the NextIO Return Materials Authorization (RMA) policy. The NextIO RMA policy can be found on the NextIO website at [www.nextio.com](http://www.nextio.com). Any returns requires that an RMA to be obtained, in advance, from NextIO's Customer Support Center. Any product returns must clearly mark the RMA number on the exterior of the original shipping container.

**What Is Not Covered:** The Limited Warranty provided herein by NextIO does not cover:

- Products that, in NextIO's judgment, have been subjected to abuse, accident, alteration, modification, tampering, negligence, misuse, faulty installation, lack of reasonable care, repair or service in any way that is not contemplated in the documentation for the product, or if the model or serial number has been altered, tampered with, defaced or removed.
- Initial installation of the products and removal of the product for repair.
- Operational adjustments covered in the operating manual for the product and normal maintenance of the product.
- Damage that occurs in shipment, due to Act of God, failures due to power surges, and cosmetic damage to the product.
- Any hardware, software, firmware or other products or services provided by anyone other than NextIO (see below).
- Products that have been refurbished or purchased from inventory clearance or liquidation sales or other sales in which NextIO, the sellers, or the liquidators expressly disclaim their warranty obligation pertaining to the product. In such event, the product is sold "As-Is" without any warranty whatsoever including, without limitation, the Limited Warranty as described herein, notwithstanding anything stated herein to the contrary.

**Third Party Products:** The Limited Warranty provided herein by NextIO does not cover:

- Third party hardware products: This warranty does not cover third-party hardware products manufactured by third-party vendors. These hardware products include, but are not limited to, the following categories:
  - o Third-party hardware products added to a NextIO product by the Customer.
  - o Third-party hardware products added to a NextIO product by NextIO's authorized reseller or distributor.
  - o Unless otherwise noted, third-party hardware products supplied by NextIO with NextIO products (the customer should consult the third-party manufacturer for warranty claims related to such third-party hardware products).
- Third party software/firmware: Similar to the provisions for the third-party hardware products, this warranty does not cover third-party software/firmware. While this warranty covers software designed and implemented by NextIO, it does not cover problems resulting from third-party software or software installed by the Customer after receiving the NextIO product (the Customer should consult the third-party manufacturer for warranty claims related to third-party peripherals and software/firmware).

**Disclaimer of Other Warranties:** EXCEPT FOR THE LIMITED WARRANTY SPECIFIED HEREIN, THE PRODUCT IS PROVIDED "AS-IS" WITHOUT ANY WARRANTY OF ANY KIND WHATSOEVER, INCLUDING, WITHOUT LIMITATION, ANY WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT. IF ANY IMPLIED WARRANTY CANNOT BE DISCLAIMED IN A TERRITORY WHERE A PRODUCT IS SOLD, THE DURATION OF SUCH IMPLIED WARRANTY SHALL BE LIMITED TO NINETY (90) DAYS. EXCEPT AS EXPRESSLY COVERED UNDER THE LIMITED WARRANTY PROVIDED HEREIN, THE ENTIRE RISK AS TO THE QUALITY, SELECTION AND PERFORMANCE OF THE PRODUCT IS WITH THE CUSTOMER.

**Limitation of Liability:** TO THE MAXIMUM EXTENT PERMITTED BY LAW, NEXTIO IS NOT LIABLE UNDER ANY CONTRACT, NEGLIGENCE, STRICT LIABILITY OR OTHER LEGAL OR EQUITABLE THEORY FOR ANY LOSS OF USE OF THE PRODUCT, INCONVENIENCE OR DAMAGES OF ANY



CHARACTER, WHETHER DIRECT, SPECIAL, INCIDENTAL OR CONSEQUENTIAL (INCLUDING, BUT NOT LIMITED TO, DAMAGES FOR LOSS OF GOODWILL, LOSS OF REVENUE OR PROFIT, WORK STOPPAGE, COMPUTER FAILURE OR MALFUNCTION, FAILURE OF OTHER EQUIPMENT OR COMPUTER PROGRAMS TO WHICH NEXTIO'S PRODUCT IS CONNECTED, LOSS OF INFORMATION OR DATA CONTAINED IN, STORED ON, OR INTEGRATED WITH ANY PRODUCT RETURNED TO NEXTIO FOR WARRANTY SERVICE) RESULTING FROM THE USE OF THE PRODUCT, RELATING TO WARRANTY SERVICE, OR ARISING OUT OF ANY BREACH OF THIS LIMITED WARRANTY, EVEN IF NEXTIO HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THE SOLE REMEDY FOR A BREACH OF THE FOREGOING LIMITED WARRANTY IS REPAIR OR REPLACEMENT OF THE DEFECTIVE OR NON-CONFORMING PRODUCT OR REFUND OF THE PURCHASE PRICE OR LICENSE FEE. THE MAXIMUM LIABILITY OF NEXTIO UNDER THIS WARRANTY IS LIMITED TO THE PURCHASE PRICE OR LICENSE FEE OF THE PRODUCT COVERED BY THE WARRANTY. THE FOREGOING EXPRESS WRITTEN WARRANTIES AND REMEDIES ARE EXCLUSIVE AND ARE IN LIEU OF ANY OTHER WARRANTIES OR REMEDIES, EXPRESS, IMPLIED OR STATUTORY.

SOME STATES, COUNTRIES OR JURISDICTIONS DO NOT ALLOW: (1) A DISCLAIMER OF IMPLIED WARRANTIES; (2) A LIMITATION ON HOW LONG AN IMPLIED WARRANTY LASTS OR THE EXCLUSION THEREOF; OR (3) LIMITATION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES FOR CONSUMER PRODUCTS. IN SUCH STATES OR COUNTRIES, SOME EXCLUSIONS OR LIMITATIONS OF THIS LIMITED WARRANTY MAY NOT APPLY TO YOU. THIS LIMITED WARRANTY GIVES YOU SPECIFIC LEGAL RIGHTS. YOU MAY ALSO HAVE OTHER RIGHTS THAT MAY VARY FROM STATE TO STATE OR FROM COUNTRY TO COUNTRY. YOU ARE ADVISED TO CONSULT APPLICABLE STATE OR COUNTRY LAWS FOR A FULL DETERMINATION OF YOUR RIGHTS.

**Governing Law:** This Limited Warranty shall be governed by the laws of the State of Texas.

**NextIO Warranty Contact Information:** NextIO's contact information for warranty claims can be found at [www.NextIO.com](http://www.NextIO.com):

**Copyright Statement:** No part of this publication or documentation accompanying this product may be reproduced in any form or by any means or used to make any derivative such as translation, transformation, or adaptation without permission from NextIO, Inc., as stipulated by the United States Copyright Act of 1976 and any amendments thereto. Contents are subject to change without prior notice. Copyright 2010 by NextIO, Inc. All rights reserved.

