

## **DATADIRECT NETWORKS, INC.**

### **LIMITED LIABILITIES STATEMENT**

**Limited Warranty.** DataDirect Networks, Inc. (“DDN”) warrants DDN-branded hardware products against defects in materials and workmanship, when used normally in accordance with DDN’s published guidelines, for a period of two (2) years from the date the hardware product is shipped by DDN. DDN warrants non-DDN-branded fibre channel interface kits, host adapters, and networking products against defects in materials and workmanship, when used normally in accordance with published guidelines, for a period of ninety (90) days from the date such products are shipped by DDN. This limited warranty does not apply to any other non-DDN-branded hardware products or any software, even if packaged or sold by DDN. Manufacturers, suppliers, or publishers, other than DDN, may provide their own warranties to you, but DDN, in so far as permitted by law, provides these products “AS IS.” Software distributed by DDN, with or without the DDN brand (including, but not limited to, system software or firmware) is not covered by this warranty (the licensing agreement accompanying the software contains details of your rights with respect to its use).

This limited warranty extends only to the original purchaser of the product. Such purchaser’s sole and exclusive remedy and DDN’s sole obligation is, at DDN’s option, to: (i) repair the product using new and/or previously used parts that are equivalent to new in performance and reliability; (ii) replace the product with a product that is at least functionally equivalent to the product and is formed from new and/or previously used parts that are equivalent to new in performance and reliability; or (iii) exchange the product for a refund of your purchase price. In no event will DDN’s liability be more than the amount you paid for the product that is the subject of a claim. This is the maximum amount for which DDN is responsible. Notwithstanding the foregoing, in no event does DDN warrant: (w) that the product will operate with any software or hardware other than that provided by DDN or as specified in the applicable product documentation; (x) that the product is error-free or will operate without problems or interruptions; (y) that the product will be free from vulnerability to intrusion or attack; or (z) that the product will satisfy any of your specific requirements.

The repair or replacement of the product does not include any labor or other costs related thereto. When returning a product, the purchaser must prepay shipping charges and the purchaser assumes the risk of loss during shipment. The obligations of DDN hereunder are conditioned upon the return of the product in accordance with the DDN then-current Return Material Authorization (“RMA”) procedures. The purchaser may request information on how to obtain warranty service by contacting an authorized reseller or by email to DDN’s Warranty Service Department at [support@ddn.com](mailto:support@ddn.com). Repair or replacement of the defective product or parts shall not extend the warranty period. You will be required to return defective parts to DDN. When a product or part is replaced or a refund provided, any replacement item becomes your property and the replaced or refunded item becomes DDN’s property. During warranty service it is possible that the contents of the product’s storage media will be lost, replaced, or reformatted. In such an event, DDN is not responsible for any loss of software programs, data, or other information contained on the storage media or any other part of the product. Following warranty service, you will be responsible for reinstalling all software programs, data, and information. Recovery and reinstallation of software programs, data, and information are not covered under this warranty.

**Exceptions.** This warranty does not apply: (i) to a product that has been serviced, altered, or modified, except by DDN or an authorized service provider; (ii) to a product that has not been properly installed, operated, repaired, or maintained; (iii) to damage caused by accident, abuse, abnormal physical or electrical stress, misuse, liquid contact, fire, earthquake, negligence, or other external cause; (iv) to damage caused by use with another product; (v) to cosmetic damage, including, but not limited to, scratches and dents; (vi) to products that have been operated outside of its environmental specifications; (vii) to a product that has not been paid for; (viii) to damage related to the configuration of purchaser’s network if beyond that necessary for the installation or use of the products; (ix) to defects caused by normal wear and tear or otherwise due to the normal aging of the product; or (x) if any serial number has been removed from the product or defaced.

**Non-Authorized Use of Products.** ALL PRODUCTS ARE MANUFACTURED SOLELY FOR USE IN STANDARD COMMERCIAL APPLICATIONS AND ARE NOT INTENDED FOR USE IN SITUATIONS OR ENVIRONMENTS

WHERE THE FAILURE OR TIME DELAYS OF, OR ERRORS OR INACCURACIES IN THE CONTENT, DATA, OR INFORMATION PROVIDED BY THE PRODUCTS COULD LEAD TO DEATH, PERSONAL INJURY, OR SEVERE PHYSICAL OR ENVIRONMENTAL DAMAGE, INCLUDING, WITHOUT LIMITATION, CRITICAL SAFETY SYSTEMS, THE OPERATION OF NUCLEAR FACILITIES, AIRCRAFT NAVIGATION OR COMMUNICATION SYSTEMS, AIR TRAFFIC CONTROL SYSTEMS, LIFE SUPPORT MACHINES, OR WEAPON SYSTEMS (COLLECTIVELY, "HIGH-RISK APPLICATIONS"). DDN DISCLAIMS ANY WARRANTY FOR AND ALL LIABILITY IN CONNECTION WITH THE USE OF ANY PRODUCT IN ANY HIGH-RISK APPLICATION, EVEN IF DDN HAS BEEN PREVIOUSLY NOTIFIED OF SUCH USE.

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No DDN reseller, agent, or employee is authorized to make any modification, extension, or addition to this warranty. If any term is held to be illegal or unenforceable, the legality or unenforceability of the remaining terms shall not be affected or impaired. This warranty is governed by and construed under the laws of the State of California, excluding its conflict of laws principles.