

Warranty and Return Material Authorization Agreement

for IPConfigure SteelFin Hardware Products

This Warranty and Return Material Authorization Agreement ("**Agreement**") is entered into as of the effective date set forth below by and between IPConfigure, Inc. ("**IPConfigure**") and you, the Customer under this Agreement ("**Customer**"). BY PURCHASE ORDER OR REMITTANCE OF PAYMENT FOR THE HARDWARE AND/OR AGREEMENT, Customer AGREES TO BE BOUND BY THE TERMS AND CONDITIONS OF THIS AGREEMENT.

Customer/End User: Acme Widgets, GmbH
IPConfigure Order Number: 1158733000151196266
Date of Agreement: January 1, 2000
Warranty Expiration: January 1, 2100
Covered Serial Number(s): 123456 (SF7-ABC-XYZ)

Contents

1	COVERAGE	3
2	HARDWARE WARRANTY POLICY	3
2.1	Limited Warranty	3
2.2	Customer Remedies	3
2.3	Return/Cancellation Policy	4
2.4	No Other Warranties	4
2.5	No Liability for Consequential Damages	4
2.6	Warnings	5
3	RETURN MATERIAL AUTHORIZATION PROCESS	6
3.1	RMA Authorization	6
3.2	RMA Information	6
3.3	RMA Return Shipment	6
3.4	Turn Around Time	7
3.5	RMA Repair and Test Procedures	7
3.6	RMA Closing Procedure	7
3.7	RMA for Servers Out of Warranty	7
4	STEELFIN RETURN SHIPMENT AND DAMAGE POLICY	9
4.1	Packaging Recommendations	9

1 COVERAGE

The agreement applies only to SteelFin hardware products bearing the original *Covered Serial Number(s)* set forth above.

2 HARDWARE WARRANTY POLICY

2.1 Limited Warranty

New IPConfigure SteelFin hardware ("SteelFin") products sold under the Reef, Mako, and Whale Server Lines are warranted against defects in materials and workmanship for three (3) years from the date IPConfigure ships the products to the Customer. All other IPConfigure hardware products are warranted against defects in materials and workmanship for one (1) year from the date IPConfigure ships the products to the Customer. Customer must obtain a Return Material Authorization number from IPConfigure before returning any products under warranty to IPConfigure. After examining and testing a returned product, if IPConfigure concludes that a returned product is not defective, Customer will be notified, the product returned at Customers expense, and a charge made for examination and testing. This Limited Warranty is void if products or parts are damaged by:

1. Improper handling, normal wear and tear, accidents, theft, vandalism, fire, water or other peril;
2. Conditions outside the specifications for operation of the products, including but not limited to, electrical power, temperature humidity, dust or lightning;
3. Utilization of improper hardware;
4. Improper use, negligence, repair, alteration or maintenance of the product not performed by IPConfigure or its authorized service centers or authorized technicians; or
5. Failure to use an uninterruptible power supply (UPS) with all SteelFin hardware.

2.2 Customer Remedies

IPConfigures sole obligation (and Customers sole remedy) with respect to the foregoing Limited Warranty shall be to, at its option, return the fees paid or repair/replace any defective products, provided that IPConfigure receives written notice of such defects during the applicable warranty period. Customer may not bring an action to enforce its remedies under the foregoing Limited Warranty more than thirty (30) days after the accrual of such cause of action.

2.3 Return/Cancellation Policy

Notwithstanding policies that may exist between IPConfigure distributors, resellers, and purchasers, all IPConfigure sales are final; no returns will be accepted other than as provided in these warranty provisions.

2.4 No Other Warranties

EXCEPT AS EXPRESSLY SET FORTH ABOVE, THE PRODUCTS ARE PROVIDED "AS IS" WITHOUT WARRANTY OF ANY KIND, AND NO OTHER WARRANTIES, EITHER EXPRESSED OR IMPLIED ARE MADE WITH RESPECT TO THE PRODUCTS, INCLUDING BUT NOT LIMITED TO ANY IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE OR NON-INFRINGEMENT OR ANY OTHER WARRANTIES THAT MAY ARISE FROM USAGE OF TRADE OR COURSE OF DEALING. IPCONFIGURE DOES NOT WARRANT, GUARANTEE, OR MAKE ANY REPRESENTATIONS REGARDING THE USE OF OR THE RESULTS OF THE USE OF THE PRODUCTS IN TERMS OF CORRECTNESS ACCURACY RELIABILITY OR OTHERWISE AND DOES NOT WARRANT THAT THE OPERATION OF THE PRODUCTS WILL BE UNINTERRUPTED OR ERROR FREE. IPCONFIGURE EXPRESSLY DISCLAIMS ANY WARRANTIES NOT STATED HEREIN.

2.5 No Liability for Consequential Damages

The entire liability of IPConfigure and its licensors, distributors and suppliers (including its and their directors, officers, employees and agents) is set forth above. To the maximum extent permitted by applicable law, in no event shall IPConfigure and its licensors, distributors and suppliers (including its and their directors, officers, employees and agents) be liable for any damages including but not limited to any special, direct, indirect, incidental, exemplary, or consequential damages, expenses, lost profits, lost savings, business interruption, lost business information, or any other damages arising out of the use or inability to use the products, even if IPConfigure or its licensors, distributors, and suppliers has been advised of the possibility of such damages. Customer acknowledges that the applicable purchase price for the products reflects this allocation of risk. Because some states/jurisdictions do not allow the exclusion or limitation of liability for consequential or incidental damages, the above limitation may not apply. If the foregoing limitation of liability is not enforceable because an IPConfigure SteelFin product sold to Customer is determined by a court of competent jurisdiction in a final non appealable judgment to be defective and to have directly caused bodily injury death or property damage in no event shall IPConfigures liability for property damage exceed the fees paid for the specific product that caused such damage.

2.6 Warnings

In any application the reliability of operation of the products can be impaired by adverse factors, including but not limited to fluctuations in electrical power supply, computer hardware malfunctions, computer operating system software fitness, fitness of compilers and development software used to develop an application, installation errors, software and hardware compatibility problems, malfunctions or failures of electronic monitoring or control devices, transient failures of electronic systems (hardware and/or software), unanticipated uses or misuses, or errors on the part of the user or applications designer (adverse factors such as these are hereafter collectively termed "system failures"). Any application where a system failure would create a risk of harm to property or persons (including the risk of bodily injury and death) should not be reliant solely upon one form of electronic system due to the risk of system failure. To avoid damage, injury, or death, the user or application designer must take reasonably prudent steps to protect against system failures, including but not limited to back-up or shut down mechanisms. Because each end-user system is customized and differs from IPConfigure testing platforms and because a user or application designer may use IPConfigure SteelFin products in combination with other products in a manner not evaluated or contemplated by IPConfigure, the user or application designer is ultimately responsible for verifying and validating the suitability of SteelFin products whenever SteelFin products are incorporated in a system or application, including, without limitation, the appropriate design, process and safety level of such system or application.

IPConfigure is not responsible for damage to or loss of any programs, data, or removable storage media.

IPConfigure is not responsible for the restoration or reinstallation of any programs or data other than software installed by IPConfigure when the product is manufactured.

In the event of a hardware failure, damage from shipping, or defective parts please see RMA process. RMA instructions can be found on the IPConfigure SteelFin website, www.ipconfigure.com, or in product packaging.

3 RETURN MATERIAL AUTHORIZATION PROCESS

3.1 RMA Authorization

If your SteelFin product exhibits signs of failure, you must submit an RMA ticket to the SteelFin technical support department to confirm product failure. If the SteelFin Support Representative cannot correct the problem by remote support methods (phone and/or email support) and confirms the problem is a result of product failure covered under the Warranty and Return Material Authorization Agreement for IPConfigure SteelFin hardware products, then a RMA number will be issued.

SteelFin RMA Form: <https://www.ipconfigure.com/support/steelfin-rma>

3.2 RMA Information

To expedite the RMA Process, you will need to provide the following information:

- Reseller Contact Information
- Customer Contact Information
- Original Order Date
- Product Description
- Product Part Number
- Product Serial Number
- Description of Failure or Problem
- Credit card authorization if hardware is out of warranty

3.3 RMA Return Shipment

If items are damaged during return shipment due to insufficient packaging, it will be left to IPConfigures discretion to determine whether or not the product is repairable. Follow the guidelines described in the *SteelFin Return Shipment and Damage Policy (cf. §4)* when returning SteelFin hardware to IPConfigure and ship the hardware via traceable means to:

SteelFin
2330 Bowdens Ferry Road, Suite 100
Norfolk, VA 23508
ATTN: SHIPPING | RMA# _____
877-207-1112

Please write the RMA number on the outside surface of each return package, and note that the Customer is responsible for the product until it is received by IPConfigure.

3.4 Turn Around Time

IPConfigure will issue a return shipping label to have the server shipped back for repairs performed under warranty. IPConfigure will first diagnose the issue within an estimated two business days of receiving the server, and then the issue will be communicated to the customer. If parts are not available in stock, they will be ordered and the server will be repaired within an estimated three business days of receiving all the necessary parts. The RMA ticket will then be updated before being shipped back to the customer to include the return tracking information.

3.5 RMA Repair and Test Procedures

All items returned under an RMA will be repaired or, at the discretion of IPConfigure, replaced with new parts. If a returned product is determined to be damaged or misused, it will be handled according to the out-of-warranty policy below. IPConfigure is not responsible for failures related to negligence such as power outages, power surges, or servers that are not installed on a UPS.

All repaired or replacement parts will have successfully passed the appropriate manufacturing quality assurance test procedures. In-Warranty repaired items are warrantied for the remainder of the original warranty or ninety (90) days, whichever expires later.

3.6 RMA Closing Procedure

If IPConfigure has not received the RMA requested items from the customer within 2 weeks of the RMA assignment date, the RMA will be closed. IPConfigure will not accept any packages without an open, valid RMA number appearing on the shipping label and written on the surface of the box/packaging. Only the specific items listed on the RMA will be accepted. All other items will be returned to the customer at customer's expense.

After return shipment of a repaired/replacement part to the customer, the RMA support ticket is closed.

3.7 RMA for Servers Out of Warranty

A product whose warranty period has expired (or which has been damaged or misused) may be determined to be out-of-warranty. If your product is determined to be out-of-warranty, the following guidelines apply:

If the server is out of warranty, IPConfigure may repair the server to restore the server to working order. The customer is responsible for shipping charges when returning the server to IPConfigure. At IPConfigure's discretion, an out-of-warranty product may be repaired or replaced with new parts for a standard

fee of \$250 plus both parts and shipping billed at cost. Products that have been damaged or misused may be deemed non-repairable at IPConfigures determination. Out-of-warranty repaired or replaced items carry a 90-day limited warranty.

4 STEELFIN RETURN SHIPMENT AND DAMAGE POLICY

Any end-user, integrator, distributor, customer, technician, or third party (Customer) who conveys a SteelFin hardware product (Product) to IPConfigure (Manufacturer) for replacement, refurbishment, return, in- or out-of-warranty RMA repair, or other service (Service) is responsible for the condition of the hardware until it is physically received by Manufacturer.

Proper packaging is critical to insure that your SteelFin hardware product arrives back to Manufacturer without damage. Please see §4.1 (*Packaging Recommendations*) for SteelFin recommended packaging practices.

If Manufacturer determines that a Product received for Service has experienced damage prior to being received by Manufacturer, the following are the exclusive available remedies:

1. Manufacturer will return the Product to the Customer, who may then seek reimbursement for damages from the carrier used to ship the Product. Manufacturer will not seek reimbursement for damages on the Customer's behalf. Any remaining SteelFin warranty coverage for the Product will be void under the terms of the SteelFin Warranty and Return Material Authorization Agreement.
2. Alternatively, for Products in Warranty at the time of receipt for Service by Manufacturer, Manufacturer will repair, under the "in-warranty" provisions of the SteelFin Warranty and Return Material Authorization Agreement, defects reported or proven to exist prior to shipment and not the result of damage. Any remaining damage or defects in Product, as determined by Manufacturer, will be repaired at the Customer's expense under the "out-of-warranty" provisions (cf. §3.7) of the SteelFin Warranty Agreement, after which Manufacturer will recertify the Product and the remaining term of the SteelFin Warranty, if any, will remain intact and unchanged.

IMPORTANT: If a Product is damaged prior to receipt for Service by Manufacturer, anything other than complete repair by Manufacturer and recertification by Manufacturer of the Product will void the Product's remaining SteelFin Warranty term.

4.1 Packaging Recommendations

The following recommendations represent the minimum level of packaging advised by IPConfigure for shipping SteelFin products. IPConfigure does not warrant that the following methods are sufficient in all circumstances or for all shipping services and carriers.

Minimum requirements:

1. Use a new, double-walled box that is at least three inches larger than your SteelFin product in all dimensions.
2. Center and fully immobilize the SteelFin product inside the box using dense foam or expanding foam such as Sealed Air Instapak Quickō. Padding types such as bubble wrap, air bags, and kraft paper are not sufficient.

Consult the FedEx packaging guidelines for Computer Shipments for additional guidelines:

http://www.fedex.com/lacpdf/HowToPack_LAC_ENG.pdf#page=19