



WebMux™ Network Traffic Manager Limited Product Warranty and Support

About the Performance Guarantee

The "Performance Guarantee" is an expression of the confidence we have in our products and services.

AVANU Limited Product Warranty and Support

WebMux comes with the following coverage *:

- Two (2) year limited product warranty (Parts and Labor; Customer is responsible for freight and carrier insurance coverage and for any damage or loss during transit time until received by AVANU's Service Center). Applies to WebMux network hardware appliance only.
- One (1) year product firmware updates (Monday to Friday except US Holidays; 8:00 am to 5:00 pm Pacific time). Applies to WebMux network hardware appliance only.
- (1) year product technical support by telephone and email (Monday to Friday except US Holidays; 8:00 am to 5:00 pm Pacific time)
- 45-days product configuration support

AVANU has a thirty-day (30) money back guarantee

- Money back guarantee claims must be processed through the original point of purchase
- Restocking fees may apply
- Customer or point of purchase must contact AVANU to disclose reason for return prior to thirty-days (30) of receiving product
- With AVANU approval, a RMA number will be issued by AVANU's Customer Service for the return and must be visible on the outside shipping container. Applies to WebMux network hardware appliance only.
- Customer is responsible for freight and carrier insurance coverage and for any damage or loss during transit time until received by AVANU's Service Center. Applies to WebMux network hardware appliance only.
- Product must be received in a brand new condition. Customer will be responsible for any other costs incurred due to product and/or packaging damage (internal components and external including scratches or dents) or missing components. Any damage or missing components will be charged to customer according to current repair or replacement costs along with a 15% restocking and handling fee. Applies to WebMux network hardware appliance only.
- Delinquent returns received beyond ten-business days (10) of the thirty-days (30) period will not be honored for return.
- Customer agrees to immediately discontinue use, properly remove, and dispose of any installed WebMux Virtual appliances.
- Product purchase refunds (less applicable freight charges, restocking and handling fee, repair or replacement cost) are issued to original AVANU point of purchase in the same payment method as original purchase. AVANU has the option to refund with a company check or credit memo after product inspection and diagnostic testing.
- Virtual WebMux appliance

Extended Warranty and Support Programs (Optional purchase)

Standard Annual Service Program for continued or extended coverage. Renewals must be within 30-days of the support service expiration date with no penalty fees; renewals after the 30-days grace period must be renewed before 1 year of the support service expiration date. Any lapsed periods beyond 1 year is not eligible for renewal. Contact your representative or reseller for optional services.

- Product firmware updates (Monday to Friday except US Holidays; 8:00 am to 5:00 pm Pacific time)
- Product technical support (Monday to Friday except US Holidays; 8:00 am to 5:00 pm Pacific time)

Gold Annual Service Program for continued or extended coverage. Renewals must be before the original product warranty expiration coverage or within 30-days to prevent additional re-certification cost and will be backdated to begin coverage from the original expiration date; any lapsed periods beyond the 1-year of expiration date is not eligible for renewal. Contact your representative or reseller for current re-certification costs.

- Limited Product Warranty (Parts and Labor; Customer is responsible for freight and carrier insurance coverage and for any damage or loss during transit time until received by AVANU's Service Center)
- Product firmware updates (Monday to Friday except US Holidays; 8:00 am to 5:00 pm Pacific time)
- Product technical support (Monday to Friday except US Holidays; 8:00 am to 5:00 pm Pacific time)

Premium Annual Service Program (First year must be purchased with the WebMux product or within the first 30-days of purchase. AVANU has the right to request a proof of purchase document. Renewals must be before the expiration period coverage or within 30-days to prevent additional re-certification cost; any renewal post-expiration will be backdated to begin coverage from the original expiration date; any lapsed periods beyond the 1-year of expiration is not eligible for renewal. Contact your representative or reseller for current re-certification costs.

- 24x7 product technical support
- WebMux network hardware appliance: Product firmware updates
- WebMux network hardware appliance: Limited Product Warranty (Parts and Labor; Customer is responsible for freight and carrier insurance coverage and for any damage or loss during transit time until received by AVANU's Service Center). AVANU is responsible for freight and carrier insurance coverage and for any damage or loss during transit time until received by Customer.
- Advanced replacement option available

Re-certification

Any WebMux received for re-certification must be in working condition upon receipt. A complete diagnostic test will be conducted to determine the WebMux condition and eligibility for renewal coverage under one of AVANU's Extended Warranty and Support Programs. The diagnostic testing includes a complete hardware test, small part replacements if required (such as battery, memory); major parts are not covered (such as power supply, motherboard). Customer is responsible for freight and carrier insurance coverage and for any damage or loss during transit time until received by AVANU's Service Center).

About the Limited Product Warranty Disclaimer

AVANU warrants to the end-user customer that the WebMux products will be free from defects in material or workmanship under normal use during the Limited Warranty period. AVANU shall have no obligation to repair or replace until the customer returns the defective

WebMux unit to AVANU's Service Center. AVANU will, at its sole discretion, repair or replace any component or hardware product that manifests a defect in materials or workmanship during the Limited Warranty period.

All component parts or hardware products removed under this Limited Warranty become the property of AVANU. In the unlikely event that the WebMux product has recurring failures, AVANU, at its sole discretion, may elect to provide you with a replacement unit selected by AVANU provided that it has functionality at least equal to the product being replaced.

The Limited Warranty is a specified, fixed period commencing on the date of purchase from AVANU. The date on the sales receipt is the date of purchase unless AVANU or your point of purchase informs you otherwise in writing.

Customer Responsibilities

In order to avoid the risk of charges for issues not covered by your limited warranty (issues that are not due to defects in materials and workmanship on AVANU WebMux products), you will be asked to assist AVANU as follows:

- a) Verify configurations, update ,and install most recent firmware
- b) Implement temporary procedures or workarounds provided by AVANU while AVANU works on a permanent solution
- c) Allow AVANU remote support where applicable. If you choose not to deploy available remote support capabilities, it may result in delays or you may incur additional costs due to increased support resource requirements.
- d) Cooperation with AVANU in the attempt to resolve the problem by method of telephone, email or other form of mutually agreed communications. This may involve performing routine diagnostic procedures, installing additional firmware updates or patches.
- e) Make a backup copy of your WebMux product configuration file as a precaution against possible failures.
- f) Perform additional tasks as requested that AVANU may reasonable request in order to best perform the warranty support.

Limitations

IF YOUR WEBMUX PRODUCT FAILS TO WORK AS WARRANTED ABOVE, THE MAXIMUM LIABILITY OF AVANU UNDER THIS LIMITED WARRANTY IS EXPRESSLY LIMITED TO THE LESSER OF THE PRICE YOU HAVE PAID FOR THE PRODUCT OR THE COST OF REPAIR OR REPLACEMENT OF ANY HARDWARE COMPONENTS THAT MALFUNCTION IN CONDITIONS OF NORMAL USE.

EXCEPT AS INDICATED ABOVE, IN NO EVENT WILL AVANU BE LIABLE FOR ANY DAMAGES CAUSED BY THE WEBMUX PRODUCT OR THE FAILURE OF THE PRODUCT TO PERFORM, INCLUDING ANY LOST PROFITS OR SAVINGS OR SPECIAL, INCIDENTAL, OR CONSEQUENTIAL DAMAGES. AVANU IS NOT LIABLE FOR ANY CLAIM MADE BY A THIRD PARTY OR MADE BY YOU FOR A THIRD PARTY.

THIS LIMITATION OF LIABILITY APPLIES WHETHER DAMAGES ARE SOUGHT, OR A CLAIM MADE, UNDER THIS LIMITED WARRANTY OR AS A TORT CLAIM (INCLUDING NEGLIGENCE AND STRICT PRODUCT LIABILITY), A CONTRACT CLAIM, OR ANY OTHER CLAIM. THIS LIMITATION OF LIABILITY CANNOT BE WAIVED OR AMENDED BY ANY PERSON. THIS LIMITATION OF LIABILITY WILL BE EFFECTIVE EVEN IF YOU HAD ADVISED AVANU OR AN AUTHORIZED REPRESENTATIVE OF AVANU OF THE POSSIBILITY OF ANY SUCH DAMAGES. THIS LIMITATION OF LIABILITY, HOWEVER WILL NOT APPLY TO CLAIMS FOR PERSONAL INJURY.

Exclusions

AVANU DOES NOT WARRANT THAT THE OPERATION OF THIS PRODUCT WILL BE UNINTERRUPTED OR ERROR-FREE. AVANU IS NOT RESPONSIBLE FOR DAMAGE THAT OCCURS AS A RESULT OF THE CUSTOMER'S FAILURE TO FOLLOW THE INSTRUCTIONS INTENDED FOR THE WEBMUX PRODUCT.

About the Product Support Disclaimer

The Support provision covers product configuration and basic remote installation support up to the first forty-five days (45) from purchase date (AVANU has the right to request a proof of purchase document). Technical support applies to WebMux performance only and current version firmware updates.

There will be a fee for any firmware version request other than the current available version and any request for support outside of our normal business hours if not covered under a Premium Annual Support Program.

For assistance beyond our basic remote product configuration, installation and product-specific support, professional consulting with our engineers is available based on our current professional services fee structure. Contact AVANU or your point of purchase representative for current fee schedule.

Product Technical Support

Monday to Friday excluding US Holidays; 8:00am to 5:00pm Pacific time
techsupport@avanu.com
Online Request: <http://avanu.com/webmux-technical-support-request/>
1.888.248.4900 US Toll Free or 1.408.248.8960 International (Extension 202)

Service Center

AVANU®
15011 Parkway Loop
Building 10, Suite D
Tustin CA 92780-6522 United States

Note: AVANU approval with an issued RMA number is required for all warranty repair, service, or sales returns. AVANU has the right to refuse any shipment without a RMA number.

* AVANU has the right to offer promotional programs at any time where the Limited Product Warranty and Support coverage may differ.