



Enable-IT Limited Warranty

Enable-IT warrants its Ethernet DSLAM products solely pursuant to the following terms and conditions. Lightning protection, Wireless and Audio Video extension equipment warranty is limited to a 90-day industry standard coverage.

1. PRODUCT WARRANTY

a. Express Warranty Enable-IT warrants to the original purchaser of the Product ("you" or the "End User") that, for the one (1) year period commencing on the date the Ethernet Extension DSLAM Product was purchased (the "Warranty Period"), the Product will be substantially free from defects in materials and workmanship under normal use and conditions. This warranty does not apply to Products which are resold as used, repaired or reconditioned or consumables (such as batteries) that may be supplied with a Product. **Electrical damage is not an item that is covered under this warranty or extended warranties.** Enable-IT does not make any warranty with respect to any third party product, software or accessory supplied with or used in connection with the Product and such third party products, software and accessories, if any, are provided "AS IS." Warranty claims related to such third party products, software and accessories must be made to the applicable third party manufacturer.

b. Remedies for Breach of Warranty In the event of a breach of the foregoing warranty, Enable-IT will, in its sole discretion and at its cost and subject to the terms of the following paragraph, repair the non-conforming Product, replace the non-conforming Product with a new or reconditioned Product or refund of the purchase price for the Product. Any new or reconditioned Product provided pursuant to this paragraph is warranted as provided herein for the remainder of the original Warranty Period. THE REMEDY SET FORTH IN THIS PARAGRAPH SHALL BE THE END USER'S SOLE AND EXCLUSIVE REMEDY FOR BREACH OF THE FOREGOING WARRANTY.

c. Conditions for Warranty Qualification If authorized by Enable-IT to return a Product which does not conform to the warranty set forth above, the End User must: (1) obtain a return materials authorization (RMA) number from Enable-IT by contacting the Customer Service Dept. at 888-309-0910 between the hours of 8:00 a.m. and 5:00 p.m. PST and otherwise fully comply with Enable-IT's then-current RMA policy; (2) return the Product to Enable-IT in its original packaging freight pre-paid; and (3) provide to Enable-IT the original receipt or bill of sale establishing the date on which the Product was purchased.

Products returned to Enable-IT without an RMA number will be returned to the End User.

Enable-IT shall not be responsible for damage or loss during shipment of the returned Product to Enable-IT.

d. Voiding of Warranty. The express warranty set forth above shall not apply to failure of the Product if the Product has been subjected to: (i) physical abuse, misuse, improper installation, abnormal use, power failure or surge, or use not consistent with the operating instructions provided by Enable-IT; (ii) modification (including but not limited to opening the Product housing) or repair by any party in any manner other than as approved by Enable-IT in writing; (iii) fraud, tampering, unusual physical or electrical stress, unsuitable operating or physical conditions, negligence or accidents; (iv) removal or alteration of the Product serial number tag; (v) improper packaging of Product returns; or (vi) damage during shipment (other than during the original shipment of the Product to the End User from Enable-IT, if applicable).

e. **Warranty Disclaimers** THE EXPRESS WARRANTY SET FORTH ABOVE IS IN LIEU OF ALL OTHER WARRANTIES, WHETHER WRITTEN, ORAL, EXPRESS OR IMPLIED. ENABLE-IT DISCLAIMS, TO THE MAXIMUM EXTENT PERMITTED BY LAW, THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR NONINFRINGEMENT OF THIRD PARTY RIGHTS. NO PERSON (INCLUDING WITHOUT LIMITATION, ENABLE-IT' EMPLOYEES, AGENTS, RESELLERS, OEMS OR DISTRIBUTORS) IS AUTHORIZED TO MAKE ANY OTHER WARRANTY OR REPRESENTATION CONCERNING THE PRODUCT. IF THE DISCLAIMER OF ANY IMPLIED WARRANTY IS NOT PERMITTED BY LAW, THE DURATION OF ANY SUCH IMPLIED WARRANTY IS LIMITED TO ONE (1) YEAR FROM THE DATE OF PURCHASE. SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OF IMPLIED WARRANTIES OR LIMITATIONS ON HOW LONG AN IMPLIED WARRANTY MAY LAST, SO SUCH LIMITATIONS OR EXCLUSIONS MAY NOT APPLY. THIS WARRANTY GIVES THE END USER SPECIFIC LEGAL RIGHTS AND THE END USER MAY ALSO HAVE OTHER RIGHTS WHICH VARY FROM JURISDICTION TO JURISDICTION. ENABLE-IT DOES NOT WARRANT THAT THE OPERATION OF THE PRODUCT WILL BE UNINTERRUPTED OR ERROR FREE.

ENABLE-IT IS NOT RESPONSIBLE FOR ANY DAMAGE TO OR LOSS OF ANY PROGRAMS, DATA, OR OTHER INFORMATION STORED ON OR TRANSMITTED USING THE PRODUCT.

2. LIMITATION OF LIABILITY IN NO EVENT SHALL ENABLE-IT BE LIABLE TO THE END USER OR ANY THIRD PARTY FOR ANY INDIRECT, SPECIAL, PUNITIVE, INCIDENTAL OR CONSEQUENTIAL DAMAGES IN CONNECTION WITH OR ARISING OUT OF THE SALE OR USE OF THE PRODUCT (INCLUDING BUT NOT LIMITED TO LOSS OF PROFIT, USE, DATA, OR OTHER ECONOMIC ADVANTAGE), HOWEVER IT ARISES, INCLUDING WITHOUT LIMITATION BREACH OF WARRANTY, OR IN CONTRACT OR IN TORT (INCLUDING NEGLIGENCE), OR STRICT LIABILITY, EVEN IF ENABLE-IT HAS BEEN PREVIOUSLY ADVISED OF THE POSSIBILITY OF SUCH DAMAGE AND EVEN IF A LIMITED REMEDY SET FORTH IN THIS AGREEMENT FAILS OF ITS ESSENTIAL PURPOSE. IN NO EVENT SHALL ENABLE-IT' LIABILITY TO THE END USER OR ANY THIRD PARTY EXCEED THE PRICE PAID FOR THE PRODUCT. BECAUSE SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OR LIMITATION OF LIABILITY FOR CONSEQUENTIAL OR INCIDENTAL DAMAGES, THE ABOVE LIMITATIONS MAY NOT APPLY TO THE END USER.

3. LICENSE AND LIMITATIONS. The firmware and software embedded in the Product (the "Embedded Software") are licensed to you. Your use of the Product is your acceptance of the warranty terms above and the terms below. You may use the Embedded Software solely in conjunction with your use of the Product. All worldwide right, title and interest in and to the Product, or any portion thereof (including but not limited to the Embedded Software), including all copyrights, patent rights, trademarks, trade secrets, and other intellectual property rights therein and thereto, are and shall remain the exclusive property of Enable-IT and/or its licensors. You acknowledge and agree that you may not, and may not allow any third party to, (i) use the Embedded Software in a manner that is inconsistent with the above express right granted to you or (ii) modify, distribute, reproduce, decompile, disassemble, reverse engineer or otherwise attempt to discover the source code for the Embedded Software.