

VENDOR CONTRACT

Between Enterprise Systems, Inc. and
(Company Name)

THE INTERLOCAL PURCHASING SYSTEM (TIPS)

For

NETWORKING EQUIPMENT, SOFTWARE AND SERVICES

#01071615

General Information

The vendor contract shall include the contract, the terms and conditions, special terms and conditions, any agreed upon amendments, as well as all of the sections of the solicitation and the awarded vendor's proposal. Once signed, if an awarded vendor's proposal varies or is unclear in any way from the TIPS contract, TIPS, at its sole discretion, will decide which provision will prevail. Other documents to be included are the awarded vendor's proposals, task orders, purchase orders and any adjustments which have been issued.

The following pages will constitute the contract between the successful vendors(s) and TIPS. Bidders shall state, in a separate writing, and include with their proposal response, any required exceptions or deviations from these terms, conditions, and specifications. If agreed to by TIPS, they will be incorporated into the final contract.

The Vendor Contract ("Contract") made and entered into by and between The Interlocal Purchasing System (hereinafter referred to as "TIPS" respectfully) a government cooperative purchasing program authorized by the Region VIII Education Service Center, having its principal place of business at 4845 US Hwy 271 North, Pittsburg, Texas 75686. This contract consists of the provisions set forth below, including provisions of all Attachments referenced herein. In the event of a conflict between the provisions set forth below and those contained in any Attachment, the provisions set forth shall control.

Definitions

PURCHASE ORDER is the TIPS member's approval providing the authority to proceed with the negotiated delivery order under the contract. Special terms and conditions as agreed to between the vendor and TIPS member will be added as addendums to the PO. Items such as certificate of insurance, bonding requirements, small or disadvantaged business goals are some of the addendums possible.

Contract – NETWORKING EQUIPMENT, SOFTWARE AND SERVICES

PREMIUM HOURS are defined as those hours not included in regular hours or recognized holidays. Premium hours are to be approved by the TIPS member for each delivery order and noted in the delivery order proposal as a line item during negotiations.

REGULAR HOURS are defined as those hours between the hours of 7 AM and 6 PM Monday thru Friday.

Terms and Conditions

Freight

All deliveries shall be freight prepaid, F.O.B. destination and shall be included in all pricing offered unless otherwise clearly stated in writing.

Warranty Conditions

All supplies equipment and services shall include manufacturer's minimum standard warranty unless otherwise agreed to in writing. Vendor shall be an authorized dealer, distributor or manufacturer for all products. All equipment proposed shall be new unless clearly stated in writing.

Customer Support

The Vendor shall provide timely and accurate customer support to TIPS members. Vendors shall respond to such requests within one (1) working day after receipt of the request. Vendor shall provide training regarding products and services supplied by the Vendor unless otherwise clearly stated in writing at the time of purchase. (Unless training is a line item sold or packaged and must be purchased with product.)

Contracts

All contracts and agreements between Vendors and TIPS Members shall strictly adhere to the statutes that are set forth in the Uniform Commercial Code as most recently revised.

Contracts for purchase will normally be put into effect by means of a purchase order(s) executed by authorized agents of the participating government entities.

Davis Bacon Act requirements will be met when Federal Funds are used for construction and/or repair of buildings.

Tax exempt status

A taxable item sold, leased, rented to, stored, used, or consumed by any of the following governmental entities is exempted from the taxes imposed by this chapter:(1) the United States; (2) an unincorporated instrumentality of the United States; (3) a corporation that is an agency or instrumentality of the United States and is wholly owned by the United States or by another corporation wholly owned by the United States;(4) the State of Texas; (5) a Texas county, city, special district, or other political subdivision; or (6) a state, or a governmental unit of a state that borders Texas, but only to the extent that the other state or governmental unit

exempts or does not impose a tax on similar sales of items to this state or a political subdivision of this state. Texas Tax Code § 151.309.

Assignments of contracts

No assignment of contract may be made without the prior written approval of TIPS. Payment can only be made to the awarded Vendor or vendor assigned dealer.

Disclosures

1. Vendor affirms that he/she has not given, offered to give, nor intends to give at any time hereafter any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor or service to a public servant in connection with this contract.
2. Vendor shall attach, in writing, a complete description of any and all relationships that might be considered a conflict of interest in doing business with participants in the TIPS program.
3. The vendor affirms that, to the best of his/her knowledge, the offer has been arrived at independently, and is submitted without collusion with anyone to obtain information or gain any favoritism that would in any way limit competition or give an unfair advantage over other vendors in the award of this contract.

Renewal of Contracts

The NETWORKING EQUIPMENT, SOFTWARE AND SERVICES contract is for one (1) year with an option for renewal for 2 consecutive years. Total term of contract can be up to 3 years if sales are reported through the contract and both parties agree.

Shipments

The Vendor shall ship ordered products within five (5) working days after the receipt of the order. If a product cannot be shipped within that time, the Vendor shall notify TIPS and the requesting entity as to why the product has not shipped and shall provide an estimated shipping date, if applicable. TIPS or the requesting entity may cancel the order if estimated shipping time is not acceptable.

Invoices

The Vendor or vendor assigned dealer shall submit invoices, to the TIPS participant. Each invoice shall include the TIPS participant's purchase order number. The shipment tracking number or pertinent information for verification of TIPS participant receipt shall be made available upon request. The Vendor or vendor assigned dealer shall not invoice for partial shipments unless agreed to in writing in advance by TIPS and the TIPS participant.

Payments

The TIPS participant will make payments directly to the Vendor or vendor assigned dealer at net 30 days after receiving invoice.

Pricing

The Vendor contracts to provide pricing to TIPS and its participating governmental entities that is the lowest pricing available to like cooperative purchasing customers and the pricing shall remain so throughout the duration of the contract.

The Vendor agrees to promptly lower the cost of any product purchased through TIPS following a reduction in the manufacturer or publisher's direct cost to the Vendor. Price increases will be honored. However, the Vendor shall honor previous prices for thirty (30) days after written notification to TIPS of an increase.

All pricing submitted to TIPS shall include the Two Percent (2%) participation fee to be remitted to TIPS by the Vendor. Vendor will not show adding the 2% to the invoice presented to customer.

Participation Fees

Vendor or vendor assigned dealer contracts to pay 2% of all sales to TIPS on a monthly scheduled report. TIPS will email a Monthly Submission Report to each vendor. The Vendor or vendor assigned dealer is responsible for keeping record of all sales that go through the TIPS contract. Report may be sent to TIPS electronically while check for 2% is mailed. Failure to pay 2% participation fee will result in termination of contract.

Indemnity

- 1. Indemnity for Personality Contracts.** Vendor agrees to indemnify and hold harmless and defend TIPS, TIPS member(s), officers and employees, from and against all claims and suits for damages, injuries to persons (including death), property damages, losses, and expenses including court costs and attorney's fees, arising out of, or resulting from, Vendor's performance of this contract, including all such causes of action based upon common, constitutional, or statutory law, or based in whole or in part, upon allegations of negligent or intentional acts on the part of the Vendor, its officers, employees, agents, subcontractors, licensees, invitees, whether or not such claims are based in whole or in part upon the negligent acts or omissions of the TIPS, TIPS member(s), officers, employees, or agents.
- 2. Indemnity for Performance Contracts.** The Vendor agrees to indemnify and hold harmless and defend TIPS, TIPS member(s), officers and employees from and against all claims and suits for damages, injuries to persons (including death), property damages, losses, and expenses including court costs and attorney's fees, arising out of, or resulting from, Vendor's work under this contract, including all such causes of action based upon

common, constitutional, or statutory law, or based in whole or in part, upon allegations of negligent or intentional acts on the part of the Vendor, its officers, employees, agents, subcontractors, licensees, or invitees. Vendor further agrees to indemnify and hold harmless and defend TIPS, TIPS member(s), officers and employees, from and against all claims and suits for injuries (including death) to an officer, employee, agent, subcontractor, supplier or equipment lessee of the Vendor, arising out of, or resulting from, Vendor's work under this contract whether or not such claims are based in whole or in part upon the negligent acts or omissions of the TIPS, TIPS member(s), officers, employees, or agents.

Attorney's Fees--Texas Local Government Code § 271.159 is expressly referenced.

Pursuant to §271.159, TEXAS LOC. GOV'T CODE, in the event that any one of the Parties is required to obtain the services of an attorney to enforce this Agreement, the prevailing party, in addition to other remedies available, shall be entitled to recover reasonable attorney's fees and costs of court.

Multiple Vendor Awards

TIPS reserves the right to award multiple vendor contracts for categories when deemed in the best interest of the TIPS membership. Bidders scoring 80% or above will be considered for an award. Categories are established at the discretion of TIPS.

State of Texas Franchise Tax

By signature hereon, the bidder hereby certifies that he/she is not currently delinquent in the payment of any franchise taxes owed the State of Texas under Chapter 171, Tax Code.

Miscellaneous

The Vendor acknowledges and agrees that continued participation in TIPS is subject to TIPS sole discretion and that any Vendor may be removed from the participation in the Program at any time with or without cause. Nothing in the contract or in any other communication between TIPS and the Vendor may be construed as a guarantee that TIPS participants will submit any orders at any time. TIPS reserves the right to request additional proposals for items already on contract at any time.

Purchase Order Pricing/Product Deviation

If a deviation of pricing/product on a purchase order occurs, TIPS is to be notified within 24 hours of receipt of order.

Cancellation for non-performance or contract deficiency

TIPS may terminate any contract if TIPS Members have not used the contract, or if purchase volume is determined to be "low volume" in any 12-month period. TIPS reserves the right to cancel the whole or any part of this contract due to failure by awarded vendor to carry out any

obligation, term or condition of the contract. TIPS may issue a written deficiency notice to awarded vendor for acting or failing to act in any of the following:

- Providing material that does not meet the specifications of the contract;
- Providing work and/or material that was not awarded under the contract;
- Failing to adequately perform the services set forth in the scope of work and specifications;
- Failing to complete required work or furnish required materials within a reasonable amount of time;
- Failing to make progress in performance of the contract and/or giving TIPS reason to believe that awarded vendor will not or cannot perform the requirements of the contract; and/or
- Performing work or providing services under the contract prior to receiving a TIPS reviewed purchase order for such work.

Upon receipt of the written deficiency, awarded vendor shall have ten (10) days to provide a satisfactory response to TIPS. Failure to adequately address all issues of concern may result in contract cancellation. Upon cancellation under this paragraph, all goods, materials, work, documents, data and reports prepared by awarded vendor under this contract shall become the property of the TIPS Member on demand.

TIPS Member Purchasing Procedures

Purchase orders are issued by participating TIPS member to the awarded vendor indicating on the PO "Contract Number 01071615". Purchase Order is emailed to TIPS at tipspo@tips-usa.com.

- Awarded vendor delivers goods/services directly to the participating member.
- Awarded vendor invoices the participating TIPS member directly.
- Awarded vendor receives payment directly from the participating member.
- Awarded vendor reports sales monthly to TIPS (unless prior arrangements have been made with TIPS to report monthly).

Form of Contract

The form of contract for this solicitation shall be the Request for Proposal, the awarded proposal(s) and best and final offer(s), and properly issued and reviewed purchase orders referencing the requirements of the Request for Proposals. If a vendor submitting an offer requires TIPS and/or TIPS Member to sign an additional agreement, a copy of the proposed agreement must be included with the proposal.

Vendor contract documents: TIPS will review proposed vendor contract documents. Vendor's contract document shall not become part of TIPS's contract with vendor unless and until an authorized representative of TIPS reviews and approves it.

Licenses

Awarded vendor shall maintain in current status all federal, state and local licenses, bonds and permits required for the operation of the business conducted by awarded vendor. Awarded vendor shall remain fully informed of and in compliance with all ordinances and regulations pertaining to the lawful provision of services under the contract. TIPS reserves the right to stop work and/or cancel contract of any awarded vendor whose license(s) expire, lapse, are suspended or terminated.

Novation

If awarded vendor sells or transfers all assets or the entire portion of the assets used to perform this contract, a successor in interest must guarantee to perform all obligations under this contract. TIPS reserves the right to accept or reject any new party. A simple change of name agreement will not change the contractual obligations of awarded vendor.

Site Requirements (when applicable to service or job)

Cleanup: Awarded vendor shall clean up and remove all debris and rubbish resulting from their work as required or directed by TIPS Member. Upon completion of work, the premises shall be left in good repair and an orderly, neat, clean and unobstructed condition.

Preparation: Awarded vendor shall not begin a project for which TIPS Member has not prepared the site, unless awarded vendor does the preparation work at no cost, or until TIPS Member includes the cost of site preparation in a purchase order.

Site preparation includes, but is not limited to: moving furniture, installing wiring for networks or power, and similar pre-installation requirements.

Registered sex offender restrictions: For work to be performed at schools, awarded vendor agrees that no employee of a sub-contractor who has been adjudicated to be a registered sex offender will perform work at any time when students are or reasonably expected to be present. Awarded vendor agrees that a violation of this condition shall be considered a material breach and may result in the cancellation of the purchase order at the TIPS Member's discretion.

Awarded vendor must identify any additional costs associated with compliance of this term. If no costs are specified, compliance with this term will be provided at no additional charge.

Safety measures: Awarded vendor shall take all reasonable precautions for the safety of employees on the worksite, and shall erect and properly maintain all necessary safeguards for protection of workers and the public. Awarded vendor shall post warning signs against all hazards created by the operation and work in progress. Proper precautions shall be taken pursuant to state law and standard practices to protect workers, general public and existing structures from injury or damage.

Smoking

Persons working under contract shall adhere to local smoking policies. Smoking will only be permitted in posted areas or off premises.

Invoices

The awarded vendor shall submit invoices to the participating entity clearly stating "Per TIPS Contract". The shipment tracking number or pertinent information for verification shall be made available upon request.

Marketing

Awarded vendor agrees to allow TIPS to use their name and logo within website, marketing materials and advertisement. Any use of TIPS name and logo or any form of publicity, inclusive of press release, regarding this contract by awarded vendor must have prior approval from TIPS.

Supplemental agreements

The entity participating in the TIPS contract and awarded vendor may enter into a separate supplemental agreement to further define the level of service requirements over and above the minimum defined in this contract i.e. invoice requirements, ordering requirements, specialized delivery, etc. Any supplemental agreement developed as a result of this contract is exclusively between the participating entity and awarded vendor. TIPS, its agents, TIPS members and employees shall not be made party to any claim for breach of such agreement.

Legal obligations

It is the responding vendor's responsibility to be aware of and comply with all local, state and federal laws governing the sale of products/services identified in this RFP and any awarded contract thereof. Applicable laws and regulations must be followed even if not specifically identified herein.

Audit rights

Awarded Vendor shall, at their sole expense, maintain appropriate due diligence of all purchases made by TIPS Member that utilizes this Contract. TIPS and Region 8 ESC each reserve the right to audit the accounting for a period of three (3) years from the time such purchases are made. This audit right shall survive termination of this Agreement for a period of one (1) year from the effective date of termination. TIPS shall have authority to conduct random audits of Awarded Vendor's pricing that is offered to TIPS Members. Notwithstanding the foregoing, in the event that TIPS is made aware of any pricing being offered to eligible entities that is materially inconsistent with the pricing under this agreement, TIPS shall have the ability to conduct the audit internally or may engage a third-party auditing firm. In the event of an audit, the requested materials shall be provided in the format and at the location designated by Region 8 ESC or TIPS.

Force Majeure

If by reason of Force Majeure, either party hereto shall be rendered unable wholly or in part to carry out its obligations under this Agreement then such party shall give notice and fully particulars of Force Majeure in writing to the other party within a reasonable time after

occurrence of the event or cause relied upon, and the obligation of the party giving such notice, so far as it is affected by such Force Majeure, shall be suspended during the continuance of the inability then claimed, except as hereinafter provided, but for no longer period, and such party shall endeavor to remove or overcome such inability with all reasonable dispatch.

Services

When applicable, performance bonds will be required on construction or labor required jobs over \$100,000 and payment bonds on jobs over \$25,000 or awarded vendor will meet the TIPS member's local and state purchasing requirements. Awarded vendors may need to provide additional capacity as jobs increase. Bonds will not require that a fee be paid to TIPS. The actual cost of the bond will be a pass through to the TIPS member and added to the purchase order.

Scope of Services

The specific scope of work for each job shall be determined in advance and in writing between TIPS Member and Awarded vendor. It is okay if the TIPS member provides a general scope, but the awarded vendor should provide a written scope of work to the TIPS member as part of the proposal. Once the scope of the job is agreed to, the TIPS member will issue a PO with the estimate referenced as an attachment along with bond and any other special provisions agreed to for the TIPS member. If special terms and conditions other than those covered within this solicitation and awarded contracts are required, they will be attached to the PO and shall take precedence over those in the base contract.

Project Delivery Order Procedures

The TIPS member having approved and signed an interlocal agreement, or other TIPS membership document, may make a request of the awarded vendor under this contract when the TIPS member has services that need to be undertaken. Notification may occur via phone, the web, email, fax, or in person.

Upon notification of a pending request, the awarded vendor shall make contact with the TIPS member as soon as possible, but must make contact with the TIPS member within two working days.

Scheduling of Projects

Scheduling of projects (if applicable) will be accomplished when the TIPS member issues a purchase order that will serve as "the notice to proceed". The period for the delivery order will include the mobilization, materials purchase, installation and delivery, design, weather, and site cleanup and inspection. No additional claims may be made for delays as a result of these items. When the tasks have been completed the awarded vendor shall notify the client and have the TIPS member inspect the work for acceptance under the scope and terms in the PO. The TIPS member will issue in writing any corrective actions that are required. Upon completion of these items, the TIPS member will issue a completion notice and final payment will be issued.

Support Requirements

If there is a dispute between the awarded vendor and TIPS member, TIPS or its representatives will assist in conflict resolution or third party (mandatory mediation), if requested by either party. TIPS, or its representatives, reserves the right to inspect any project and audit the awarded vendors TIPS project files, documentation and correspondence.

Special Terms and Conditions

It is the intent of TIPS to contract with a reliable, high performance vendor to supply products and services to government and educational agencies. It is the experience of TIPS that the following procedures provide TIPS, the Vendor, and the participating agency the necessary support to facilitate a mutually beneficial relationship. The specific procedures will be negotiated with the successful vendor.

- **Contracts:** All vendor purchase orders must be emailed to TIPS at tipspo@tips-usa.com. Should an agency send an order direct to vendor, it is the vendor's responsibility to forward the order to TIPS at the email above within 24 business hours and confirm its receipt with TIPS.
 - **Promotion of Contract:** It is agreed that Vendor will encourage all eligible entities to purchase from the TIPS Program. Encouraging entities to purchase directly from the Vendor and not through TIPS contract is not acceptable to the terms and conditions of this contract and will result in removal of Vendor from Program. Vendor is expected to use marketing funds for the marketing and promotion of this contract.
 - **Daily Order Confirmation:** All contract purchase orders will be approved daily by TIPS and sent to vendor. The vendor must confirm receipt of orders to the TIPS member (customer) within 24 business hours.
 - **Vendor custom website for TIPS:** If Vendor is hosting a custom TIPS website, then updated pricing must be posted by 1st of each month.
 - **Back Ordered Products:** If product is not expected to ship within 3 business days, customer is to be notified within 24 hours and appropriate action taken based on customer request.
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Check one of the following responses to the General Terms and Special Terms and Conditions:



We take no exceptions/deviations to the general and/or special terms and conditions.

(Note: If none are listed below, it is understood that no exceptions/deviations are taken.)



We take the following exceptions/deviations to the general and/or special terms and conditions. All exceptions/deviations must be clearly explained. Reference the corresponding general or special terms and conditions that you are taking exceptions/deviations to. The proposer must clearly state if you are adding additional terms and conditions to the general or special terms and conditions. Provide details on your exceptions/deviations below:

The Interlocal Purchasing System (TIPS Cooperative) Supplier Response

Bid Information		Contact Information		Ship to Information
Bid Creator	Mr. David Mabe National Coordinator	Address	Region VIII Education Service Center 4845 US Highway 271 North Pittsburg, TX 75686	Address
Email	david.mabe@tips-usa.com	Contact	Kim Thompson, Coordinator of Office Operations	Contact
Phone	+1 (903) 243-4759	Department		Department
Fax	+1 (866) 749-6674	Building		Building
Bid Number	01071615	Floor/Room		Floor/Room
Title	Networking Equipment, Software and Services	Telephone	+1 (866) 839-8477	Telephone
Bid Type	RFP	Fax	+1 (866) 839-8472	Fax
Issue Date	05/01/2015	Email	bids@tips-usa.com	Email
Close Date	6/12/2015 3:00:00 PM CT			
Need by Date				

Supplier Information

Company Enterprise Systems Corporation
 Address 10910 W Sam Houston Pkwy N Ste 100
 Houston, TX 77064

Contact
 Department
 Building
 Floor/Room
 Telephone 1 (713) 343-1212
 Fax 1 (713) 343-1250
 Email
 Submitted 6/12/2015 12:56:04 PM CT
 Total \$0.00

Signature Darlene Vancura

Email dvancura@enter-sys.com

Supplier Notes

Bid Notes

Bid Activities

Bid Messages

Date	Subject	Message
05/07/15	Pre-Bid Webinar	<p>1. Click to start and join at the specified time and date: https://global.gotowebinar.com/ojoin/6725893313349788930/724887489667689990 Note: This link should not be shared with others; it is unique to you.</p> <p>2. Choose one of the following audio options:</p> <p>TO USE YOUR COMPUTER'S AUDIO: When the Webinar begins, you will be connected to audio using your computer's microphone and speakers (VoIP). A headset is recommended.</p> <p>-- OR --</p> <p>TO USE YOUR TELEPHONE: If you prefer to use your phone, you must select "Use Telephone" after joining the webinar and call in using the numbers below.</p> <p>United States Long Distance: +1 (415) 655-0051 Access Code: 749-762-945 Audio PIN: Shown after joining the webinar</p>
05/07/15	Pre-Bid Webinar	<p>Time and date of the webinar: Friday, May 8, 2015 2:00 PM CST</p>
05/13/15	Pre-Bid Webinar (Recorded)	<p>If you missed the Pre-Bid Meeting or Webinar last week here is a link to the recorded webinar: https://www.tips-usa.com/prebidmeeting.html (You must have a video player plugin for your browser to view the recording.)</p>

Please review the following and respond where necessary

#	Name	Note	Response
1	Yes - No	Disadvantaged/Minority/Women Business Enterprise - D/M/WBE (Required by some participating governmental entities) Vendor certifies that their firm is a D/M/WBE? Vendor must upload proof of certification to the "Response Attachments" D/M/WBE CERTIFICATES section.	No
2	Yes - No	Highly Underutilized Business - HUB (Required by some participating governmental entities) Vendor certifies that their firm is a HUB? Vendor must upload proof of certification to the "Response Attachments" HUB CERTIFICATES section.	No
3	Yes - No	Certification of Residency (Required by the State of Texas) Company submitting bid is a Texas resident bidder?	Yes
4	Company Residence (City)	Vendor's principal place of business is in the city of?	Houston
5	Company Residence (State)	Vendor's principal place of business is in the state of?	Texas
6	Felony Conviction Notice:	(Required by the State of Texas) My firm is, as outlined on PAGE 5 in the Instructions to Bidders document: (Questions 7 - 8)	(No Response Required)
7	Yes - No	A publicly held corporation; therefore, this reporting requirement is not applicable?	No
8	Yes - No	Is owned or operated by individual(s) who has/have been convicted of a felony? If answer is YES, a detailed explanation of the name(s) and conviction(s) must be uploaded to the "Response Attachments" FELONY CONVICTION section.	No

9	Pricing Information:	Pricing information section. (Questions 10 - 13)	(No Response Required)
10	Yes - No	In addition to the typical unit pricing furnished herein, the Vendor agrees to furnish all current and future products at prices that are proportionate to Dealer Pricing. If answer is NO, include a statement detailing how pricing for TIPS participants would be calculated in the PRICING document that is uploaded to the "Response Attachments" PRICING section.	Yes
11	Yes - No	Pricing submitted includes the 2% TIPS participation fee?	Yes
12	Yes - No	Vendor agrees to remit to TIPS the required 2% participation fee?	Yes
13	Yes - No	Additional discounts to TIPS members for bulk quantities or scope of work?	Yes
14	Start Time	Average start time after receipt of customer order is ____ working days?	5
15	Years Experience	Company years experience in this category?	14
16	Yes - No	The Vendor can provide services and/or products to all 50 US States?	Yes
17	States Served:	If answer is NO to question #16, please list which states can be served. (Example: AR, OK, TX)	
18	Company and/or Product Description:	This information will appear on the TIPS website in the company profile section, if awarded a TIPS contract. (Limit 750 characters.)	Systems Integrator supporting healthcare, state, local, and all levels of education. Expertise in Avaya/Nortel, HP, and Aruba Networking gear.
19	Resellers:	Does the vendor have resellers that it will name under this contract? (If applicable, vendor should download the Reseller/Dealers spreadsheet from the Attachments section, fill out the form and submit the document in the "Response Attachments" RESELLERS section.	No
20	Primary Contact Name	Primary Contact Name	Bill Rogers
21	Primary Contact Title	Primary Contact Title	Sales Engineer
22	Primary Contact Email	Primary Contact Email	brogers@enter-sys.com
23	Primary Contact Phone	Enter 10 digit phone number. (No dashes or extensions)	7133431227
24	Primary Contact Fax	Enter 10 digit phone number. (No dashes or extensions)	7133431250
25	Primary Contact Mobile	Enter 10 digit phone number. (No dashes or extensions)	2812538238
26	Secondary Contact Name	Secondary Contact Name	Tommy Haggerty
27	Secondary Contact Title	Secondary Contact Title	Sales Manager
28	Secondary Contact Email	Secondary Contact Email	thaggerty@enter-sys.com
29	Secondary Contact Phone	Enter 10 digit phone number. (No dashes or extensions)	7133431226
30	Secondary Contact Fax	Enter 10 digit phone number. (No dashes or extensions)	7133431250
31	Secondary Contact Mobile	Enter 10 digit phone number. (No dashes or extensions)	
32	2% Contact Name	2% Contact Name	Darlene Vancura

33	2% Contact Email	2% Contact Email	dvancura@enter-sys.com
34	2% Contact Phone	Enter 10 digit phone number. (No dashes or extensions)	7133431233
35	Purchase Order Contact:	This person is responsible for receiving Purchase Orders from TIPS. (Questions 36 - 38)	(No Response Required)
36	Purchase Order Contact Name	Purchase Order Contact Name	Darlene Vancura
37	Purchase Order Contact Email	Purchase Order Contact Email	dvancura@enter-sys.com
38	Purchase Order Contact Phone	Enter 10 digit phone number. (No dashes or extensions)	7133431233
39	Company Website	Company Website (Format - www.company.com)	www.enter-sys.com
40	Federal ID Number:	Federal ID Number also known as the Employer Identification Number. (Format - 12-3456789)	
41	Primary Address	Primary Address	10910 W Sam Houston Parkway North Suite 100
42	Primary Address City	Primary Address City	Houston
43	Primary Address State	Primary Address State (2 Digit Abbreviation)	Texas
44	Primary Address Zip	Primary Address Zip	77064
45	Search Words:	Please list search words to be posted in the TIPS database about your company that TIPS website users might search. Words may be product names, manufacturers, or other words associated with the category of award. YOU MAY NOT LIST NON-CATEGORY ITEMS. (Limit 500 words) (Format: product, paper, construction, manufacturer name, etc.)	Avaya, Nortel, HP, Aruba, Ethernet, switches, network, routers, wireless, access point, gigabit, power over Ethernet, PoE, WLAN, Controller, SFP, Security, antenna, unified communication management
46	Yes - No	Do you wish to be eligible to participate in a TIPS contract in which a TIPS member utilizes federal funds on contracts exceeding \$100,000? (Non-Construction) (If YES, vendor should download the Federal Funds Over \$100,000 Certification document from the Attachments section, fill out the form and submit the document in the "Response Attachments" FEDERAL FUNDS section.) (Vendor must also download the Suspension or Debarment Certificate document from the Attachments section, fill out the form and submit the document in the "Response Attachments" SUSPENSION OR DEBARMENT section.)	Yes
47	Prices are guaranteed for?	(__ Month(s), __ Year(s), or Term of Contract) (Standard term is "Term of Contract")	Term of Contract

Line Items

Response Total: \$0.00

Provisions for purchase with federal funds for contracts exceeding \$100,000
These forms are for non-construction contracts

Many TIPS members (grantees and sub-grantees) purchase goods and services with federal funds. When a member engages a contract exceeding \$100,000 and paid with federal funds, provisions are triggered by various Code of Federal Regulations requirements. Primarily 34 CFR 80.36 from the Department of Education and 7 CFR 3015 & 3016 from the Department of Agriculture for School Lunch Program. There may be other Federal programs from time to time that are not enumerated above that may fund certain projects using outside vendors. These are not optional for the contracting entity and in order to spend the federal funds certain provision and certifications must be in place to ensure legal compliance.

If your company wishes to be eligible to participate in a TIPS contract in which a member utilizes federal funds on contracts exceeding \$100,000, you must complete the following forms can provide the certifications as required on the subsequent pages.

Do you wish to be eligible to participate in a TIPS contract in which a member utilizes federal funds on contracts exceeding \$100,000?

Check your response?

YES NO



6/12/2015

Signature of Authorized Company Official

Date

Rodney Hyde

Printed Name of Authorized Company Official

Enterprise Systems, Inc.

Company Name

Attach to this page a current W-9 form

Please complete the forms below

Legal Compliance

It is the proposing company's duty and responsibility to have knowledge of and be responsible for the compliance with all applicable laws, rules and regulations as they apply to this procurement process and any subsequent award. The vendor agrees to comply, in all relevant respects, with all Federal, State, and Local laws, rules and regulations related to the performance of services or supply of goods to TIPS or TIPS members?

Does vendor agree? YES RTA Initial of Authorized Company Official

Non-Collusive Bidding Certificate

By submitting a proposal in response to a Request for Proposals or other procurement device containing this clause, you certify that you are authorized to certify to the following:

- 1) This bid or proposal has been independently arrived at without collusion with any other Bidder or with any Competitor;
- 2) This bid or proposal has not been knowingly disclosed and will not be knowingly disclosed, prior to the opening of bids, or proposals for this project, to any other Bidder, Competitor or potential competitor;
- 3) No attempt has been or will be made to induce any other person, partnership or corporation to submit or not to submit a bid or proposal;
- 4) The person signing this bid or proposal certifies that he has fully informed himself regarding the accuracy of the statements contained in this certification, and under the penalties being applicable to the Bidder as well as to the person signing in its behalf.

The vendor complied with #1 through 4 above? YES RTA Initial of Authorized Company Official

SUSPENSION OR DEBARMENT CERTIFICATE

Non-Federal entities are prohibited from contracting with or making sub-awards under covered transactions to parties that are suspended or debarred or whose principals are suspended or debarred. Covered transactions include procurement for goods or services equal to or in excess of \$100,000.00. Contractors receiving individual awards for \$25,000.00 or more and all sub-recipients must certify that the organization and its principals are not suspended or debarred.

You certify that no suspension or disbarment is in place, which would preclude receiving a federally funded contract under the Federal OMB, A-102, common rules

The vendor has not been debarred? YES RTA Initial of Authorized Company Official

Certification Regarding Lobbying

**Applicable to Grants, Subgrants, Cooperative Agreements, and Contracts Exceeding
\$100,000 in Federal Funds**

Submission of this certification is a prerequisite for making or entering into this transaction and is imposed by section 1352, Title 31, U.S. Code. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

The undersigned certifies, to the best of his or her knowledge and belief, that:

(1) No Federal appropriated funds have been paid or will be paid by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of congress, or an employee of a Member of Congress in connection with the awarding of a Federal contract, the making of a Federal grant, the making of a Federal loan, the entering into a cooperative agreement, and the extension, continuation, renewal, amendment, or modification of a Federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of congress, or an employee of a Member of Congress in connection with this Federal grant or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "disclosure Form to Report Lobbying," in accordance with its instructions.

(3) The undersigned shall require that the language of this certification be included in the award documents for all covered subawards exceeding \$100,000 in Federal funds at all appropriate tiers and that all subrecipients shall certify and disclose accordingly.

Enterprise Systems, Inc.

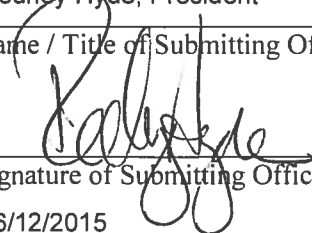
Name of Organization

10910 W. Sam Houston Parkway N. Suite 100, Houston, TX 77064

Address of Organization

Rodney Hyde, President

Name / Title of Submitting Official



Signature of Submitting Official

06/12/2015

Signature Date

Provisions for purchase with federal funds for contracts exceeding \$100,000

Federal Rule (1) Administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as may be appropriate. (Contracts more than the simplified acquisition threshold)

Notice: Pursuant to Federal Rule (1) above, when federal funds are expended by TIPS Member, TIPS Member reserves all rights and privileges under the applicable laws and regulations with respect to this procurement in the event of breach of contract by either party.

Does vendor agree? YES PTA Initial of Authorized Company Official

Federal Rule (2) Termination for cause and for convenience by the grantee or subgrantee including the manner by which it will be effected and the basis for settlement. (All contracts in excess of \$10,000)

Pursuant to Federal Rule (2) above, when federal funds are expended by TIPS Member, TIPS Member reserves the right to terminate any agreement in excess of \$10,000 resulting from this procurement process for cause after giving the vendor an appropriate opportunity and up to 30 days, to cure the causal breach of terms and conditions. TIPS Member reserves the right to terminate any agreement in excess of \$10,000 resulting from this procurement process for convenience with 30 days notice in writing to the awarded vendor. Any award under this procurement process is not exclusive and the District reserves the right to purchase goods and services from other vendors when it is in the best interest of the District.

Does vendor agree? YES PTA Initial of Authorized Company Official

Federal Rule (7) Notice of awarding agency requirements and regulations pertaining to reporting.

Pursuant to Federal Rule (7) above, when federal funds are expended by TIPS Member, TIPS Member requires that the proposer certify that during the term of an award by the TIPS Member resulting from this procurement process the vendor will provide reports and documentation required by all applicable law and state and federal regulations upon request by the TIPS Member or any relevant state or federal agency.

Does vendor agree? YES PTA Initial of Authorized Company Official

Federal Rule (8) Notice of awarding agency requirements and regulations pertaining to patent rights with respect to any discovery or invention which arises or is developed in the course of or under such contract.

Provisions for purchase with federal funds for contracts exceeding \$100,000

Pursuant to Federal Rule (8) above, when federal funds are expended by TIPS Member, TIPS Member shall address any requirements and regulations pertaining to patent rights with respect to any discovery or invention which arises or is developed in the course of or under such contract in the contract document and absent language to the contrary or if the contract silent on the subject, the District retains all rights thereto.

Does vendor agree? YES BTA Initial of Authorized Company Official

Federal Rule (9) Awarding agency requirements and regulations pertaining to copyrights and rights in data.

Pursuant to Federal Rule (9) above, when federal funds are expended by TIPS Member, TIPS Member requires the proposer certify that during the term of an award by the TIPS Member resulting for this procurement process the vendor will surrender upon request any copyrighted materials owned by the TIPS Member but used in the awarded contract performance unless otherwise agreed in a written document by the parties. TIPS Member reserves the rights to all data created or provided to the vendor for the purpose of contract performance resulting for this procurement process and the vendor will surrender such data upon request unless otherwise agreed in a written document by the parties. If the contract is silent or not dispositive on the subject matter data or copyrights TIPS Member retains all rights in the data developed or gathered during the contract term.

Does vendor agree? YES BTA Initial of Authorized Company Official

Federal Rule (10) Access by the grantee, the subgrantee, the Federal grantor agency, the Comptroller General of the United States, or any of their duly authorized representatives to any books, documents, papers, and records of the contractor which are directly pertinent to that specific contract for the purpose of making audit, examination, excerpts, and transcriptions.

Pursuant to Federal Rule (9) above, when federal funds are expended by TIPS Member, TIPS Member requires the proposer certify that during the term and after the awarded term of an award by the TIPS Member resulting for this procurement process the vendor will grant access by the grantee, the subgrantee, the Federal grantor agency, the Comptroller General of the United States, or any of their duly authorized representatives to any books, documents, papers, and records of the contractor which are directly pertinent to that specific contract for the purpose of making audit, examination, excerpts, and transcriptions.

Does vendor agree? YES BTA Initial of Authorized Company Official

Provisions for purchase with federal funds for contracts exceeding \$100,000

Federal Rule (11) Retention of all required records for three years after grantees or subgrantees make final payments and all other pending matters are closed.

Pursuant to Federal Rule (11) above, when federal funds are expended by TIPS Member, TIPS Member requires the proposer certify that the awarded vendor retain of all required records for three years after grantees or subgrantees make final payments and all other pending matters are closed.

Does vendor agree? YES BTH Initial of Authorized Company Official

Federal Rule (12) Compliance with all applicable standards, orders, or requirements issued under section 306 of the Clean Air Act (42 U.S.C. 1857(h)), section 508 of the Clean Water Act (33 U.S.C. 1368), Executive Order 11738, and Environmental Protection Agency regulations (40 CFR part 15). (Contracts, subcontracts, and subgrants of amounts in excess of \$100,000)

Pursuant to Federal Rule (12) above, when federal funds are expended by TIPS Member, TIPS Member requires the proposer certify that in performance of the contracts, subcontracts, and subgrants of amounts in excess of \$100,000, the vendor will be in compliance with all applicable standards, orders, or requirements issued under section 306 of the Clean Air Act (42 U.S.C. 1857(h)), section 508 of the Clean Water Act (33 U.S.C. 1368), Executive Order 11738, and Environmental Protection Agency regulations (40 CFR part 15).

Does vendor agree? YES BTH Initial of Authorized Company Official

Federal Rule (13) Mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Pub. L. 94-163, 89 Stat. 871).

Pursuant to Federal Rule (13) above, when federal funds are expended by TIPS Member, TIPS Member requires proposer certify that during the term of an award by the TIPS Member resulting for this procurement process the vendor will be in compliance with mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Pub. L. 94-163, 89 Stat. 871).

Does vendor agree? YES BTH Initial of Authorized Company Official

SUSPENSION OR DEBARMENT CERTIFICATE

Non-Federal entities are prohibited from contracting with or making sub-awards under covered transactions to parties that are suspended or debarred or whose principals are suspended or debarred. Covered transactions include procurement for goods or services equal to or in excess of \$100,000.00. Contractors receiving individual awards for \$25,000.00 or more and all sub-recipients must certify that the organization and its principals are not suspended or debarred.

You certify that no suspension or disbarment is in place, which would preclude receiving a federally funded contract under the Federal OMB, A-102, common rules

Information may be found at <https://www.sam.gov/index.html>

Has the vendor been debarred from participation in Federal funds contracts?

NO Initial of Authorized Company Official

YES Initial of Authorized Company Official

Company Official: Rodney Hyde, President

Company: Enterprise Systems, Inc.

CONTRACT Signature Form

The undersigned hereby proposes and agrees to furnish goods and/or services in compliance with the terms, specifications and conditions at the prices quoted unless noted in writing. The undersigned further certifies that he or she is an authorized agent of the company and has authority to negotiate and contract for the company named below.

Company Name: Enterprise Systems, Inc

Mailing Address: 10910 W. Sam Houston Parkway N. Suite 100

City: Houston

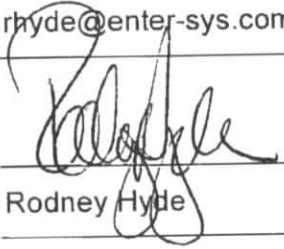
State: TX

Zip: 77064

Telephone Number: (713) 343-1227

Fax Number: (713) 343-1250

Email Address: rhyde@enter-sys.com

Authorized Signature: 

Printed Name: Rodney Hyde

Position: President

This contract is for a total TERM of one year with the option of two additional years. Vendors shall honor the participation fee for any sales made based on the TIPS contract. Failure to pay the fee will be grounds for termination of contract and will affect the award of future contracts.

Blende McNaught 7-16-15
TIPS Authorized Signature Date

David Wayne Fitts 7-16-15
Approved by Region VIII ESC Date

References

**** Must have at least 3 References. References must be School, City, County, University, State Agency or Other Government.**

Organization	City	State	Contact Name	Contact Phone
University of Texas El Paso	El Paso	Texas	Victor Gamos	915-747-5182
Bladen County Schools	Elizabethtown	NC	Jason Atkinson	910-862-4136
Lee County Schools	Sanford	NC	James (Rebel) Hunter	919-774-6226
Pender County Schools	Burgaw	NC	Chuck Allen	910-663-3560
Wake Forest University	Winston Salem	NC	Tim Grubbs	336-758-3150
Mars Hill University	Mars Hill	NC	Gerald Ball	828-689-1242
Plaquemines Parish	Belle Chase	LA	Jeff Boone	504-297-5590

FREQUENTLY ASKED QUESTIONS

ARUBA PRODUCT WARRANTY: FREQUENTLY ASKED QUESTIONS

WHEN DOES WARRANTY COVERAGE BEGIN FOR ARUBA HARDWARE PRODUCTS?

Aruba warranty coverage begins at the time the hardware product is shipped from Aruba.

Note: this coverage period applies irrespective of when customer acquires the hardware product from an Aruba authorized reseller.

WHAT IS LIMITED LIFETIME WARRANTY?

The Limited Lifetime Warranty (LLW) is available for a subset of Aruba hardware products. It provides, for a period of 5 years past the end-of-sale date, the following:

- For the first 30 days from shipment, Aruba will provide same day ship advanced replacement for the covered hardware products
- After 30 days and up to the 5 year cutoff, Aruba will replace or repair any inoperable hardware product and return it within 10 days of receipt of the returned hardware product except for Mobility Access Switches (starting with products acquired after July 1, 2014.)

HOW IS THE LIMITED LIFETIME WARRANTY FOR MOBILITY ACCESS SWITCHES DIFFERENT FROM THAT FOR ACCESS POINTS?

1. It includes TAC support for the first 90 days
2. It includes access to the latest shipping Mobility Access Switch software image
3. Defective parts are replaced with next business day shipment with advanced replacement (instead of return to factory)

WHAT HARDWARE PRODUCTS ARE COVERED BY THE LIMITED LIFETIME WARRANTY?

The hardware products covered under the Limited Lifetime Warranty are listed here:

CAMPUS ACCESS POINTS			
AP-92	AP-105	AP-205	AP-225
AP-93	AP-114	AP-205H	AP-228
AP-93H	AP-115	AP-214	AP-274
AP-103	AP-134	AP-215	AP-275
AP-103H	AP-135	AP-224	AP-277
AP-104	AP-204		
INSTANT ACCESS POINTS – CAMPUS			
IAP-92	IAP-114	IAP-205	IAP-225
IAP-93	IAP-115	IAP-205H	IAP-228
IAP-103	IAP-134	IAP-214	IAP-274
IAP-104	IAP-135	IAP-215	IAP-275
IAP-105	IAP-204	IAP-224	IAP-277
INSTANT ACCESS POINTS – REMOTE			
RAP-3WN	RAP-108	RAP-155	
RAP-3WNP	RAP-109	RAP-155P	
LEGACY ACCESS POINTS – CAMPUS/REMOTE			
AP-60	AP-70	AP-121abg	AP-125abg
AP-61	AP-120	AP-124	RAP-5
AP-65	AP-120abg	AP-124abg	RAP-5WN
AP-65WB	AP-121	AP-125	RAP-5WNP
MOBILITY ACCESS SWITCHES			
S2500	S1500	PSU-350-AC	PSU-1050AC
S3500	SPR-FAN-14	PSU-600-AC	

CAN YOU CLARIFY HOW LIMITED LIFETIME WARRANTY APPLIES TO OUTDOOR ACCESS POINTS?

Starting with the AP-27x family limited lifetime warranty has been extended to outdoor gear. As per the indoor gear when operated in the specified environmental and vibration conditions and installed correctly the LLW covers functional failures of the units. Some degradation of exposed surfaces and finishes is expected for all gear mounted outside and LLW does not apply to cosmetic impairments of paint, or surface finish.

WHAT IS THE WARRANTY PERIOD FOR POWER SUPPLIES, ANTENNAS OR ACCESSORIES?

Unless otherwise stated, Aruba power supplies, antennae and accessories are covered under a one- year warranty, commencing on date of shipment by Aruba. The following Bluetooth beacons are covered by a 90 day warranty from the date of shipment from Aruba Networks.

LS-BT1-5

LS-BT1-50

LS-BT1USB-5

LS-BT1USB-50

IF I PURCHASED THE ARUBA HARDWARE PRODUCTS LISTED IN QUESTION 4 ABOVE FROM AN AUTHORIZED ARUBA PARTNER, AM I ELIGIBLE FOR THE LIMITED LIFETIME WARRANTY?

Yes.

IS THE LIMITED LIFETIME WARRANTY TRANSFERABLE?

No, the Limited Lifetime Warranty ends upon transfer of the product to a new owner.

HOW DO I MAKE A WARRANTY CLAIM?

If you have purchased support from an authorized Aruba partner, you should contact your partner to initiate a warranty claim for a covered product. In all other cases, you should contact Aruba's Technical Assistance Center to initiate a warranty claim. Information on how to contact the Aruba TAC is available online at <http://www.arubanetworks.com/supportservices/support-program/contact-support/>.

To be eligible for warranty coverage, you will need to provide certain information about the covered products, including product name, product number, serial number, and date of purchase. To assist Aruba in determining coverage eligibility and the cause of the problem, please be prepared to describe the symptoms, when the symptoms first occurred, troubleshooting steps that have been taken, software versions used and other details about the operating environment.

Aruba may determine that additional diagnostics or troubleshooting steps are needed to confirm a hardware product failure. Aruba may ask you to complete these steps and/or upgrade software versions before providing a replacement part.

HOW LONG WILL IT TAKE TO SHIP A REPLACEMENT PART COVERED UNDER WARRANTY?

For the first 30 days of the warranty coverage period, Aruba will provide same-day-ship advance replacement for the covered product (after confirming coverage and the warranty failure) prior to the shipment cutoff time. If you are an ArubaCare customer, standard shipment cutoff times are provided online at: www.arubanetworks.com/pdf/ArubaCare_Agreement.pdf

Please contact the Aruba TAC for more information about the availability of same-day shipping and the shipment cutoff time for your region. For the duration of the warranty period, Aruba will ship replacements for covered products the next business day following receipt of the defective or damaged product, with the exception of Mobility Access Switches which will be advanced replaced with a parts shipment the next business day.

IF A HARDWARE PRODUCT IS DISCONTINUED, WILL ANNUAL SUPPORT CONTRACTS CONTINUE TO BE OFFERED FOR HARDWARE PRODUCTS COVERED BY THE LIMITED LIFETIME WARRANTY?

Yes, Aruba and its partners will continue to offer support for hardware products covered by a Limited Lifetime Warranty.

SHOULD I PURCHASE A SUPPORT CONTRACT FOR MY PRODUCTS?

By purchasing an ArubaCare support agreement for your Aruba products, you are eligible for same-day- ship advance replacement of the products for the length of the contract period (where available).

Purchasing a support contract from Aruba or an authorized partner also ensures your access to subsequent software updates and 24x7 online and telephone support for those products.

SHOULD I PURCHASE SPARE ACCESS POINTS?

If your network supports mission-critical business applications, Aruba strongly recommends that you purchase spare parts to minimize any network downtime. Please consult your Aruba sales representative or Aruba partner to develop a sparing strategy appropriate for your environment.

WHAT SUPPORT IS OFFERED ALONG WITH THE LIMITED LIFETIME WARRANTY?

Aruba will provide you with support to initiate a warranty claim on any covered Aruba products. For Access Points and Mobility Access Switches covered under the Limited Lifetime Warranty, Aruba will provide access to the Aruba TAC Monday-Friday 9:00 a.m. – 5:00 p.m. Pacific Time zone for the first 90 days after purchase. For Aruba Instant APs and Mobility Access Switches, Aruba will provide next business day email response from Aruba TAC Monday-Friday 9:00 a.m. – 5:00 p.m. Pacific Time zone for the first 90 days after purchase.

WHAT SHOULD I DO WHEN ARUBA AUTHORIZES A REPLACEMENT UNDER WARRANTY COVERAGE?

Remove the defective hardware product from your network and return it to Aruba. If you are eligible for advance replacement service (typically within the first 30 days of warranty coverage, or for Mobility Access Switches, or next business day for hardware products covered under an ArubaCare or PartnerCare support agreement), you will typically return the defective hardware product in the packaging provided with the replacement product. If you are not eligible for advanced replacement, Aruba or your authorized reseller will provide instructions on how to return the defective hardware product.

Please remove any cables or accessories before returning the defective hardware product to Aruba. If you have any questions about how to remove or install an Aruba hardware product, please contact Aruba or your authorized Aruba partner.

WILL THE REPLACEMENT HARDWARE PRODUCT BE THE SAME AS THE DEFECTIVE HARDWARE PRODUCT?

Within the first 30 days of warranty coverage, Aruba will replace any defective hardware product with a new product. Thereafter, Aruba may choose to replace a hardware product under warranty coverage with (i) a new product; (ii) a refurbished, remanufactured or repaired product equivalent to the one being replaced; or (iii) a product equivalent to a product that has been discontinued [Note: This may require that you update the applicable software version for the replacement hardware product].

WHAT IS THE WARRANTY FOR THE REPLACEMENT PART?

The replacement hardware product is warranted under the same terms for the remainder of the warranty period of the original product.

DOES WARRANTY COVERAGE INCLUDE LIGHTNING STRIKES, POWER OUTAGES, POWER SURGES OR SIMILAR OCCURRENCES?

No, warranty coverage does not extend to uses outside of the published environmental specifications.

DOES THE LIMITED LIFETIME WARRANTY PROVIDE ME WITH ACCESS TO NEW SOFTWARE RELEASES?

Unless otherwise stated, the Limited Lifetime Warranty applies to hardware products only. Aruba Instant Access Points and Mobility Access Switches provide access to the latest shipping software image.

IS THERE A CHART THAT SHOWS THE FEATURES OF THE VARIOUS PRODUCT WARRANTIES?

	Software Warranty	Hardware Limited Warranty	Hardware Limited Lifetime Warranty	Mobility Access Switch Limited Lifetime Warranty
Technical Support	90 Days	NA	NA	90 Days
Software Bug Fixes/Patch Releases	90 Days	90 Days	90 Days	90 Days
Software Feature Updates (Factory Release with	90 Days	NA	IAP	Lifetime
Access to Aruba Online Support	NA	90 Days	90 Days	90 Days
Next Business Day Parts Shipment, Advanced	NA	NA	NA	✓
Next Business Day Parts Shipment upon Return to Factory	NA	✓	✓	NA
Next Business Day Delivery - DOA's - first 30 days	NA	✓	✓	✓
Duration	First 90 Days	HW - First 12 months ¹	Lifetime ²	Lifetime ²

Note¹: 90 day hardware warranty on Bluetooth enabled beacons. See Q #5 (page 2) for details.

Note²: See Q #2 (page 1) for the Lifetime period.



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1.866.55.ARUBA | T: 1.408.227.4500 | FAX: 1.408.227.4550 | INFO@ARUBANETWORKS.COM



Avaya Networking Product Lifetime Warranty Summary

Lifetime Hardware Warranty Offer

Avaya offers a Lifetime* Hardware warranty for the Ethernet Routing Switch (ERS) 2500 Series, ERS 3500 Series, ERS 4500 Series, ERS 4800 Series, ERS 5500 Series, ERS 5600 Series, ERS 5900 Series, Virtual Services Platform (VSP) 4000 Series, VSP 7000, VSP 7200 and VSP 8200 product lines (collectively, the "Product" or "Products"). This warranty does not apply to VSP 8400 series or any other series not specifically mentioned. This Lifetime* Hardware warranty applies for those Products that were shipped on or after July 1, 2009. The Lifetime* Hardware warranty offer includes the following:

- Lifetime* hardware warranty
- Next-business-day* shipment of an advanced replacement unit for failed hardware, for the lifetime* of the product
- Basic technical support during normal business hours for the lifetime* of the product
- 90 day access to self-service downloads of service packs/maintenance loads

Lifetime* Software Warranty Offer

Avaya offers a Lifetime* Software Warranty for the ERS 5900 series products. Lifetime* Software warranty provides access to software updates and bug fixes, if and when available, for the entitled platform(s). Software updates and bug fixes are intended to maintain compliance of the software with published specifications, release notes, and industry standards, and can be downloaded from the Avaya website at www.avaya.com/support.

What does 'Lifetime*' mean?

'Lifetime* Hardware warranty' means the period of time during the product lifecycle when Products are generally available for sale plus five (5) years after the "End of Sales" date has been declared by Avaya.

'Lifetime* Software warranty' means the period of time during the product lifecycle when Products are generally available for sale plus one (1) year after the 'End of Sales' date has been declared by Avaya.

What does 'Next-Business-Day*' mean?

If an eligible Product fails and requires a hardware replacement, Avaya will take all commercially reasonable measures to ship a replacement unit before the end of the next business day (NBD) to global destinations. Actual delivery will depend on regional courier capabilities. Assuming the business week is Monday to Friday, then the NBD for a "Monday" service request is Tuesday, and the NBD for a "Friday" service request is Monday. Local holidays are excluded.

What is a 'Sold To' registration?

A 'Sold To' (or FL# for non-US locations) registration is a customer information record in Avaya's customer database which identifies customer name, location, installed equipment, and other information related to customer installation. It is generally represented by a 10-digit 'Sold To'/FL# number. A 'Sold To'/FL# registration is established on behalf of the customer by either the Avaya-authorized Business Partner or by the Avaya account manager. It is strongly recommended that customers ensure their equipment is associated with a 'Sold To' (or FL#) number at time of installation to ensure timely access to Avaya support and entitlement services.



What if I don't have a 'Sold To' registration?

Customers who don't have a 'Sold To'/FL# registration and number should first contact their Business Partner or Avaya account manager to create the required 'Sold To'/FL# registration for use during the initial and any follow-on support calls.

For customers without access to an Avaya business partner or account manager, please follow the steps defined later in this document under "How do I contact Avaya Technical Support".

What does 'Advanced Replacement' mean?

In the context of the hardware portion of this warranty, the Advanced Replacement unit means that Avaya will ship a replacement Product in advance of receiving the failed unit back. This provides a significant value in that there is no required wait time for Avaya to first receive the failed unit before shipping a replacement. There is a 30 calendar day window, starting from the Delivery Date from Avaya, to return the RMA unit to Avaya or you will be billed for a new unit at the applicable list price. A restocking fee of 15% of the applicable list price may also be billed for units returned after 30 days. It is recommended that swap out of the defective unit with the Advanced Replacement unit occur as soon as possible to avoid any fees.

When does the Lifetime* Warranty apply?

The Lifetime Hardware Warranty applies to eligible Products that were shipped by Avaya or Nortel Enterprise Solutions on or after July 1, 2009. This includes Products that were purchased directly by End Users (Avaya direct sales) or via Channel Partners (Avaya indirect sales), and covers both new stock and remanufactured Products.

The Lifetime Software Warranty applies to specific eligible Products as defined by this document. The Lifetime* Software warranty is current available on the Ethernet Routing Switch (ERS) 5900 series.

Is the Lifetime* Warranty available worldwide?

Yes, the Lifetime Warranty is offered for our customers worldwide, covering: North America; Europe, the Middle East, & Africa; Asia Pacific; Greater China; and Caribbean and Latin America. The Technical Support service is available during normal business hours of operation (8am to 5pm local time, Monday through Friday, excluding local holidays).

Is the Lifetime* Warranty transferable if Products are re-sold by the original End User?

The Lifetime Warranty is only available to the original purchasing End User and it is not transferable to a subsequent purchaser or third party. Proof of purchase, in the form of an invoice, may be required when claiming warranty support if Serial Number does not match the End-user.

Does the Lifetime* Hardware Warranty offer apply to purchases prior to July 1, 2009?

The Lifetime* Hardware warranty offer is only available for shipments to end users of the stated Products on or after July 1, 2009. For shipments prior to this date there is no retroactive entitlement to the enhanced Lifetime Hardware Warranty and Basic Technical Support. The original warranty and entitlements will remain in force for older purchases.

At what point does Lifetime Warranty coverage start?

The Lifetime Warranty coverage commences on the Delivery Date of the Product. Delivery Date means the date the Product is transferred from Avaya to an authorized Transportation Services Carrier providing transit to either an End-User or Channel Partner. Delivery Date is absolute regardless of whether the Product is shipped directly to an End User or to a Channel Partner prior to receipt by an End User.



What is an 'RMA'?

An 'RMA' is a Return Materials Authorization. It is the formal process of requesting authorization from Avaya for you to return a piece of hardware for repair or replacement. You must follow the RMA process as defined for your respective region. Certain RMAs may require Avaya Technical Support validation in advance of issuing an RMA number. For more information contact your regional Avaya representative.

How are shipping costs handled for an RMA?

Avaya will pay for shipping costs of the advanced replacement unit, from Avaya's warehouse to the address provided in the RMA ticket, and for the costs of shipping the defective unit back to Avaya's warehouse.

What hardware components are covered under the Lifetime Hardware warranty support?

The Lifetime Warranty provides complete coverage for the base unit, including power supplies (Internal, Modular and Hot Swap Plug-in) and fans within the unit. Any additional parts (i.e. pluggable transceivers: SFP, XFP, SFP+) have a standard Avaya warranty. Cables and power cords have a three month warranty. The warranties do not extend to normal wear due to Product use, including consumables.

What items should be returned with the defective unit?

If the base unit is defective all modular parts and cables should be removed from the unit (SFP, XFP, SFP+, DC-DC Power Supplies, etc.) before returning the base unit back to Avaya.

If a modular part within the stackable switch fails (e.g., DC-DC Power Supply, AC or DC Hot-Swap Plug-in PSUs), the specific unit's part number should be referenced in the ticket request and only that unit should be returned back to Avaya. Additional components such as optional redundant power supplies and SFPs should be removed prior to returning the unit to Avaya. (Note: Please be specific on the Part Number/PEC Code to ensure correct field replacement units.)

Optical and Copper modules (SFP, XFP and SFP+) all have a standard product warranty. If these pluggable items should fail during the standard warranty period they also can be replaced through the RMA process.

You will need to transfer all Modular and Pluggable devices from the old unit to the new unit.

How do I contact the Avaya Technical Support?

Before contacting Avaya for technical support you will need to know the serial number of the equipment to confirm warranty coverage. Channel Partners and Customers will need their 'Sold To'/FL# (or Ship To) account ID (or number). You may also need an invoice covering the Product in question. If the Product is under a maintenance agreement, contact Avaya using your 'Sold To'/FL# account ID, as you would for any other issue.

For equipment without an active maintenance agreement or customers without a known 'Sold To'/FL# number, support can be obtained by following the steps below:

The fastest way to open a support ticket is via the Avaya Support web site at <http://support.avaya.com>.

There are two scenarios:

- 1) You do not have a Single Sign-on (SSO) login to Avaya Support via one or more Sold To numbers:

In this case, please register as a "No Relationship" user on the support site by choosing "Register Now" at the top of the page, or going directly to this link:

<https://sso.avaya.com/cxp/portal/SelfRegistration.portal>. In the 'My Relationship with Avaya' window, select 'No Relationship'.



Your login ID will be approved immediately, and you can then open a Service Request by logging onto the support website and choosing the "Service Requests" tab.

- 2) You have an SSO login to Avaya Support, but your LTW equipment is not associated with one of your 'Sold To'/FL# numbers:

Log onto the support website and choose the "Service Requests" tab, followed by "Create New Service Request". From your 'Sold To'/FL# list, choose "Sold-to (or FL#) not listed"

Note that if a customer SSO login is associated with a number of Soldto numbers, you may not see the "Sold-to (or FL#) not listed" option. In the window "Find your Sold to", type "00". The list should auto-populate with Soldto numbers associated with the SSO. At the bottom, the "Sold-to (or FL#) not listed" option will appear for selection.

In both cases, the following 'Create a Service Request' form will appear. Please indicate in the Problem Description that "This service request is for hardware replacement of equipment covered by Avaya Lifetime Warranty"; include the unit model number, serial number, and physical location; and provide a short description of the issue.

Two items to note: These Service Requests do not route outside of local business hours, and they are not visible via the web.

Customers using the 'No Relationship' or 'Sold-to not listed' processes may receive a call from an Avaya agent within 24 hours to validate or provide additional information necessary to open an RMA ticket for LTW hardware replacement.

Create a Service Request

By completing and submitting this request to open a service request you are indicating that you wish to engage Avaya's technical support for a non-Critical issue (use the Total Service Outage to report critical issues)

I understand and accept Avaya Service Request Form [Terms of Use](#)

To initiate a Service Request please complete the *required fields, and an agent will contact you

Contact Name	<input type="text" value="NR Avaya"/>
Phone Number	<input type="text" value="9995551111"/>
Email Address	<input type="text" value="nr_avaya@gmail.com"/>
Sold To (if known)	<input type="text" value="Enter sold to (e.g. 0051111111)"/>
Product Name*	<input type="text" value="Enter product name or partial product name"/>
Business Impact*	<input type="button" value="Choose an Impact"/>
Problem Description*	<input type="text"/>



If you are unable to open a support ticket through the Avaya Support web site, please follow the steps below:

- On <http://support.avaya.com>, under “Help & Policies” select “Contact Avaya Support” on the main page, in the bottom navigation area.
 - Select the country where maintenance support is required and call your selected phone number based on country, language and segmentation.
 - Where available choose the phone number for **Customer Maintenance**.
 - For United States, call 1-800-242-2121.
- During your phone call follow the prompts to create a new Service Request.
- If prompted for Customer or Partner, select **CUSTOMER**.
- Follow prompt to create a new Service Request.
- Enter ‘Sold To’/FL# number. If no ‘Sold To’/FL# number exists, follow the appropriate prompts to indicate no ‘Sold To’/FL# number
- Assuming no ‘Sold To’/FL#, you will be prompted for main telephone number. The system will search to determine if a ‘Sold To’/FL# number exists for that location. If the number is not found, you will be prompted for another number. If the second search is unsuccessful, additional prompts will be offered to guide user to appropriate service for no ‘Sold To’/FL# number.
- Follow prompts for “Former Nortel products” and “Hardware”.
- When speaking with an agent, request Warranty hardware replacement against the Data Product Lifetime Warranty.
- The Agent will ask you for the unit serial number to confirm warranty entitlement and may ask for an invoice as proof of purchase.
- Once your entitlement has been confirmed a ticket for a hardware repair and return will be created and you will be provided the ticket number and/or RMA number.

What is included in Basic Technical Support?

This service, which equates to Avaya’s first point of contact into Technical Support, covers:

- Diagnosing basic hardware & software issues through on-board diagnostics
- Known issue documentation provided via Avaya knowledge management (product bulletins, etc.)
- Emergency recovery service (system restoration)

Services not regarded as Basic Technical Support include interoperability troubleshooting, lab reproduction of issues, root cause analysis (RCA), installation support, capacity and engineering analysis. These are available to End Users who purchase an optional Avaya Service Contract.

What additional Support Services can be combined with Lifetime Warranty?

Avaya Offers additional Annual Maintenance and Support services which can be combined with the Lifetime Warranty to provide additional coverage.

End-users and Channel Partners can combine the Lifetime Warranty coverage with enhanced Avaya Technical Support Services. End-users and Channel Partners can complement their Lifetime warranty Next Business Day parts shipment by purchasing an Avaya Service contract for Managed Spares with or without Onsite Support that provides Next Business Day, Same Day or 4 Hour Delivery.

Enhanced Technical Support coverage service codes include the following: (Where xxx represents various code suffixes. Consult the Product Catalog for details.)

GX6100xxx (Retail) – Purchased through the Channel Partner, End-user receives direct Support from Avaya (available in US only)

Gx6300xxx (Wholesale) – Purchased through the Channel Partner, End-user receives direct Support from Avaya



Gx4300xxx (Co-delivery) – Purchased by the Channel Partner, Channel Partner provides Support to End-User with Avaya as back-up to Channel Partner

Gx5300xxx (Direct) – Purchased by the End-user, End-user receives direct Support from Avaya

End-users and Channel Partners wanting to ensure they stay current with the latest operational software updates / upgrades for products which are not covered by Lifetime* Software warranty can purchase an annual Software Release Subscription (SRS) Basic support service. This service provides access to major, minor, patch and new release software updates over the term of the agreement.

Software Release Subscription service codes include the following: (Where xxx represents various code suffixes. Consult the Product Catalog for details.)

GW6100xxx (Retail) – Purchased through the Channel Partner, End-user receives direct Support from Avaya (available in US only)

GW6300xxx (Wholesale) – Purchased thru the Channel, End-user receives direct Support from Avaya

GW5300xxx (Direct) – Purchased by the End-user, End-user receives direct Support from Avaya

A list of the Support Services ordering codes is included in the Services Price Book on the Global Pricing Catalogue (GPPC). This information is available to Channel Partners.

Are Lifetime Warranty/Technical Support and SRS Basic linked? Is it mandatory to have these together?

No. The Lifetime Hardware Warranty with Next Business Day replacement shipment, the Lifetime Software warrant for eligible products, the 90-day Software Warranty and the Lifetime Basic Technical Support are complimentary with the purchase of the Product. SRS Basic is an optional and very cost effective annual support contract that provides access to software updates and upgrades for the term of the agreement. There is no direct linkage between Lifetime Warranty Support and SRS Basic; End Users can either chose to buy SRS or not, or to have a higher level of support by purchasing one of the traditional Support Service Contract options.

How can I access Software Updates?

Self-service access to software updates is provided for the first 90 days or by Lifetime Software warranty for eligible products, i.e. corrective content for software defects. This is for End-users and Channel Partners who have an active Avaya Single Sign-on (SSO) Login (available and managed through the Customer Experience Portal) and have warranty and/or support agreement entitlements for the Products stated in this document.

- The software updates are located on Avaya's support website (<http://support.avaya.com>).
- Select "Products" from the top navigation area, and then enter the product name or use the "A-Z" list to navigate to the product page of interest.
- Once you are at the product page select "View Downloads and Documents" to navigate to the software download pages.
- The drop down filter on this page allows navigation of the major software releases where you will find all released maintenance code for each code stream.

For former Nortel Customers:

What is a 'Sold To' number?

A "Sold To" (or Functional Location # (FL#) for non-US customers) is an Avaya account number for a specific customer location. A 'Sold To'/FL# number is similar to the Nortel SiteID which was a Nortel unique identification



number generated and provided by Nortel to End-Users. For Heritage Nortel customers, a tool that translates your Nortel Site ID into an Avaya 'Sold To'/FL# number is available at <https://support.avaya.com/helpcenter/getGenericDetails?detailId=C2010811142834122016>.

How do I use my 'Sold To' Number?

If your Avaya Login is registered with your 'Sold To'/FL# account number, you have access to the Avaya Support Web site and/or other protected sites for Documentation, Software and creating Service Requests. For example, when you create a Service Request on the web, you will need to provide an address, contact information, etc. This information is stored against your 'Sold To'/FL# account number.

For web ticketing use the following procedure:

- <http://support.avaya.com>
- Select "Service Requests" on the main page, in the top navigation area.
- Select "Create New Service Request" and enter the information requested in the online form.

For remote support use the following procedure:

- <http://support.avaya.com>
- Under "Help & Policies" select "Contact Avaya Support" on the main page, in the bottom navigation area.
- Select your country.
- Use the phone number(s) listed.

For more information please contact the Avaya representative in your region.

Historic Lifetime & Limited Lifetime Warranty Offers and EOS products

Avaya will also provide warranty service for the historic NES data product warranties associated with End of Sale products as noted in the table below. Stackable ERS, ES and BPS series products purchased before July 1, 2009 are entitled to the Historic NES Hardware Lifetime Warranty, while the BES series products are entitled to a Limited Lifetime Warranty as described below.

End of Sale Products (EoS)	Warranty Coverage	NES Manufacture Discontinue Date (or Avaya EoS Date*)	Lifetime/Limited Lifetime Warranty End Date
Business Ethernet Switch 50	NES/SMB Limited Lifetime Warranty	31-Oct-2010*	31-Oct-2013
Business Ethernet Switch 100	NES/SMB Limited Lifetime Warranty	01-Jan-2010	01-Jan-2013



Business Ethernet Switch 200	NES/SMB Limited Lifetime Warranty	30-Sep-2009	30-Sep-2012
Business Ethernet Switch 1000	NES/SMB Limited Lifetime Warranty	01-Feb-2010	01-Feb-2013
Business Policy Switch 2000 (DC model & MDAs)	Historic NES Hardware Lifetime warranty	01-Oct-2008	01-Oct-2013
Business Policy Switch 2000 (AC model)	Historic NES Hardware Lifetime warranty	01-Mar-2006	01-Mar-2011
Ethernet Routing Switch 3510-24T	Historic NES Hardware Lifetime warranty	30-Sep-2009	30-Sep-2014
Ethernet Switch 325	Historic NES Hardware Lifetime warranty	01-Apr-2009	01-Apr-2014
Ethernet Switch 425	Historic NES Hardware Lifetime warranty	01-Jul-2010*	01-Jul-2015
Ethernet Switch 450	Historic NES Hardware Lifetime warranty	01-Mar-2007	01-Mar-2012
Ethernet Switch 460 (24-T-PWR)	Historic NES Hardware Lifetime warranty	01-Mar-2007	01-Mar-2012
Ethernet Switch 470	Historic NES Hardware Lifetime warranty	31-Oct-2010*	31-Oct-2015
ERS 2500 series	Avaya Lifetime warranty 2009	31-Mar-2014	31-Mar-2019
ERS 4524GT, 4526T-PWR, 4526GT-PWR, and all TAA versions of ERS4500	Avaya Lifetime warranty 2009	9-Mar-2015	9-Mar-2020
ERS 5510, all TAA versions of ERS5500 and ERS5600-DC	Avaya Lifetime warranty 2009	9-Mar-2015	9-Mar-2020

The following definitions apply to these warranties:

Historic NES Hardware Lifetime Warranty

- Duration is for 5 years after the Manufacture Discontinue (MD) Date.



- Advanced hardware exchange with shipment on next-business-day during the first year of the original hardware warranty.
- After the first year of warranty, support on a return-to-factory repair basis will apply, with a ten (10) business day* turnaround from the date on which the defective product is received by Avaya to the date a repaired/replacement product is shipped from Avaya.

NES/SMB Limited Lifetime Warranty

- Fan and Power Supply Unit support for 5 years from the original date of Customer purchase.
- Hardware repair and return support is for 3 years after the Manufacture Discontinue (MD) Date.
- Software updates are available for 90 days from the original date of Customer purchase.
- After the first year of warranty, support will be provided on a return-to-factory repair basis, with a ten (10) business day* turnaround from the date on which the defective product is received by Avaya to the date a repaired/replacement product is shipped from Avaya.

*Avaya will use commercially reasonable efforts to provide this repair/replacement turnaround time.

Additional Information

Contact information for Avaya Global Support Services and Warranty can be found at the following website:

<http://support.avaya.com>

For an introduction to this support site refer to information under "Help and Policies" in the bottom navigation section.

For Maintenance and Warranty Information, for both standard and lifetime warranty, refer to information under "Policies and Legal" in the bottom navigation section of <http://support.avaya.com>, or refer to the following link:

<https://support.avaya.com/helpcenter/getGenericDetails?detailId=C20091120112456651010>

For Avaya Access information refer to the following link:

http://support.avaya.com/css/appmanager/public/support?nfpb=true&pageLabel=WNContent_Public&contentId=C20094241501895038

For additional information contact your Avaya representative.

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References to Avaya include the Nortel Enterprise business, which was acquired as of December 18, 2009.



The Power of We™

Network managers are under increasing pressure to deliver on many fronts. Topping the list of business priorities is improving both 24x7 availability and cost management/reduction. Successfully achieving these seemingly mutually exclusive objectives demands innovative thinking – an area where Avaya excels.

To increase your network's availability, Avaya offers a flexible combination of reliable hardware and software, leading network resiliency mechanisms such as Switch Clustering and our Stackable Chassis implementation. In addition, our products are backed by a comprehensive lifetime warranty and optional global support services - which are some of the most cost effective in the industry.

Lifetime Warranty for Stackable Ethernet and Fabric Connect Edge Switches for Campus, Data Center and SME deployments

Reducing operational costs and delivering value for enterprise networks

Lifetime Warranty Overview

Avaya includes leading warranty services on Ethernet edge products in the ERS 2500, ERS 3500, ERS 4000, ERS 5000, VSP 4000 and VSP 7000 product lines.

The warranty includes:

- Next-business-day¹ shipment of an advanced replacement unit for failed hardware over the lifetime² of the product, including fans and power supplies
- Basic technical support during normal business hours over the lifetime of the product
- 90-day software access providing self-service downloads of service packs³
- Extended support for the first 90 days after purchase

Lifetime Hardware Support

Complimentary next-business-day shipment of replacement hardware extends over the full life of the product.¹ All countries will receive next-business-day shipping to replace failed hardware. The Lifetime Warranty provides complete coverage for the base unit, including power supplies (internal, modular and hot swap plug-in) and fans within the unit. Advanced Replacement means that Avaya will ship a replacement product in advance of receiving the failed unit back. This provides significant value in that there is no required wait time for Avaya to receive the failed unit before shipping a replacement.

Lifetime Technical Support

Avaya offers complimentary basic technical support for the supported lifecycle of the product. This includes the software version shipped with or updated through optional support contracts over and above our normal warranty. We also offer extended support for the first 90 days after purchase.

In addition, Avaya offers service contracts providing enhanced software functionality and extended full technical support beyond the first 90 days after shipment. We encourage full coverage of your network to help reduce business risks and maximize return on your investment.

Optional Support Contracts

For business critical and more complex network implementations, Avaya recommends a support contract to reduce business risk.

The cost-effective Software Release Subscription (SRS) Basic service entitles customers and partners to access major, minor, patch and new release software updates over the term of the agreement. Although not mandatory, it is good practice to install all new releases to maintain devices at the current version.

24x7 Technical Support entitles you to enhanced technical support for the duration of the service contract. Also available are contracts for Managed Spares, with or without Onsite Support, that provide Next Business Day, Same Day or 4 Hour Delivery.



About Avaya

Avaya is a global provider of business collaboration and communications solutions, providing unified communications, contact centers, networking and related services to companies of all sizes around the world. For more information please visit www.avaya.com.

Summary

Flexibility is the key to meeting the varied and challenging requirements of doing business in a cost sensitive economic environment. Avaya offers a comprehensive lifetime warranty on its products with an option to supplement these capabilities with optional support contracts.

Avaya's unique product capabilities and innovative approach to support provide genuine cost-efficiencies for Stackable Ethernet Switches.

Our proven qualities include:

- Avaya's Stackable Switches are inherently robust and feature market-leading 'Stackable Chassis' resiliency capabilities that deliver unique always-on networking at the edge.
- Avaya's Top of Rack (ToR) switches (VSP 7000) offer unique distributed ToR functionality to optimize east-west traffic flows, simplify management and improve resiliency in the next generation data center.
- Avaya's Fabric Connect Edge switches (VSP 4000) are the industry's first fabric-enabled solution on a low-cost access platform. They extend the reach of a multiservice/multi-tenant fabric to campus, metro or WAN edge locations.
- Avaya's SME switches (ERS 3500) offer enterprise class functionality at prices targeted to cost conscious small-to-medium-size enterprises.
- Avaya's lifetime hardware warranty provides next-business-day shipping replacement for any failures during the life of the product including fans and power supplies.
- Avaya's lifetime basic software technical support – and enhanced support for the first 90 days – help ensure seamless support during the product introduction phase in addition to ongoing day-to-day operations.
- The optional SRS Basic service helps ensure cost-effective access to software patches, as well as new major and minor feature releases for a renewable 12-month period.

- Optional technical support services (enhanced support over the life of the product) and managed spares options (NBD, SBD 4 hour) are available to supplement the lifetime warranty offer for more mission critical or complex network implementations.

Avaya's extensive, broad, in-depth experience with enterprise networking enables us to think outside the box and to create new products and services that meet the real-world needs of modern businesses.

The ever-challenging economic climate means that now, more than ever, Avaya is best positioned to drive exceptional efficiencies through value-for-money products that deliver best-in-class resiliency, performance and security capabilities, and that are supplemented by industry-leading warranty and cost-effective support options.

Learn More

To learn more about Lifetime Warranty Services for Ethernet Stackable Switches, contact your Avaya Account Manager or Avaya Authorized Partner. Or, visit us online at support.avaya.com.

¹ "Next-Business-Day" commitment applies only to those customers who have a pre-established "Sold To" registration with Avaya. Refer to Avaya Lifetime Warranty Summary document for additional details.

² As per Industry norm for hardware, 'Lifetime' is defined as the production lifecycle phase, plus 5 years post-discontinuation. Software lifetime expires in line with published end-of-life dates.

³ Software corrective fixes may be made available to customers at Avaya's sole discretion. Access to the software may require a software subscription.



HP Worldwide Limited Warranty and Technical Support

HP Hardware Limited Warranty

Limited Warranty Period

This HP Hardware Limited Warranty gives you, the customer, express limited warranty rights from HP, the manufacturer, for the duration specified on the product description page. Please refer to the HP website for an extensive description of your limited warranty entitlements. HP may offer 90 days of Complimentary Limited Technical Support by phone without a fee. Thereafter, there may be an additional service fee for HP phone support while other support methods—including chat, HP Support website, or by contacting your HP reseller or HP authorized service provider—are available without charge during the whole duration of this HP Limited Warranty. Please see the product description page for applicable products.

General Terms

This HP Limited Warranty gives you, the end-user customer, express limited warranty rights from HP, the manufacturer. Refer to the HP website for an extensive description of your limited warranty entitlements. To the extent that you have a separate written agreement with HP, you also may have other legal rights that this HP Limited Warranty does not exclude, limit, or suspend. Refer to “Country-Specific Terms,” if applicable, at the back of this warranty for more information regarding your rights.

This HP Limited Warranty applies only to HP-branded and Compaq-branded hardware products, including without limitation, HP printing supplies (collectively referred to in this HP Limited Warranty as "HP Hardware Products") sold by or leased from Hewlett-Packard Company, its worldwide subsidiaries (collectively referred to in this HP Limited Warranty as "HP"), affiliates, authorized resellers, authorized distributors, or country distributors with this HP Limited Warranty. The term "HP Hardware Product" is limited to the hardware components and required firmware. The term "HP Hardware Product" DOES NOT include software applications or programs, non-HP products, or non-HP branded peripherals. To the extent permitted by local law, all non-HP products or non-HP branded peripherals external to the HP Hardware Product—such as external storage subsystems, displays, printers, and other peripherals—are provided "AS IS" and are not covered by this HP Limited Warranty. However, non-HP manufacturers and suppliers or publishers may provide their own warranties directly to you. An HP branded peripheral or other HP branded product not covered by this HP Limited Warranty also may be covered by the HP Limited Warranty for that particular HP-branded peripheral or product. Consult your HP Limited Warranty for that product to determine your rights and obligations.

To the extent permitted by local law, HP guarantees that it will repair, replace, or refund, at HP's option, an HP Hardware Product that manifests a defect in materials or workmanship during the Limited Warranty Period, if you, the end-user customer, provides HP with notice of a defect in your HP Hardware Product during the Limited Warranty Period. HP's obligation under this HP Limited Warranty, at its option, to repair, replace, or provide a refund for an HP Hardware Product that manifests a defect in materials and workmanship ceases upon the expiration of the Limited Warranty Period.

The Limited Warranty Period starts on the latter of the date of purchase or lease from HP or from the date HP or, if applicable, the HP authorized service provider completes installation. Your dated sales or delivery receipt, showing the date of purchase or lease of the HP Hardware Product, is your proof of the purchase or lease date unless HP or your authorized reseller informs you otherwise in writing. You may be required to provide proof of purchase or lease as a condition of receiving warranty service. Warranty service indicated here reflects base level warranty offerings. Enhancements to the base warranty may be included with your HP Hardware Product. For current warranty information, contact HP or go to HP.com. For HP ink cartridges, the warranty coverage extends until the HP ink is depleted or the "Warranty Ends" date has been reached, whichever occurs first. For HP print heads, the coverage extends until the "Warranty Ends" date has been reached or the warranted usage limit has been reached, whichever occurs first. For HP LaserJet print cartridges the warranty coverage extends until the warranted usage limit is reached.

Some states or countries do not allow the following exclusions or limitations, so these exclusions and limitations may be limited in their application to you.

HP MAKES NO OTHER EXPRESS WARRANTY OR CONDITION WHETHER WRITTEN OR ORAL AND, TO THE EXTENT PERMITTED BY LAW, HP EXPRESSLY DISCLAIMS ALL WARRANTIES AND CONDITIONS NOT STATED IN THIS HP LIMITED WARRANTY. TO THE EXTENT ALLOWED BY THE LOCAL LAW OF JURISDICTIONS OUTSIDE THE UNITED STATES, HP DISCLAIMS ALL IMPLIED WARRANTIES OR CONDITIONS, INCLUDING ANY IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. FOR ALL TRANSACTIONS OCCURRING IN THE UNITED STATES, ANY IMPLIED WARRANTY OR CONDITION OF MERCHANTABILITY, QUALITY, OR FITNESS FOR A PARTICULAR PURPOSE IS LIMITED TO THE DURATION OF THE EXPRESS WARRANTY SET FORTH ABOVE. SOME STATES OR COUNTRIES DO NOT ALLOW A LIMITATION ON HOW LONG AN IMPLIED WARRANTY OR CONDITION LASTS OR THE EXCLUSION OR LIMITATION OF PARTICULAR TYPES OF DAMAGE, INCLUDING INCIDENTAL OR CONSEQUENTIAL DAMAGES FOR CONSUMER PRODUCTS. IN SUCH STATES OR COUNTRIES, SOME EXCLUSIONS, DISCLAIMERS OR LIMITATIONS OF THIS HP

LIMITED WARRANTY MAY NOT APPLY TO YOU. TO THE EXTENT THAT THIS HP LIMITED WARRANTY OR ANY PART OF IT IS INCONSISTENT WITH LOCAL LAW, THIS HP LIMITED WARRANTY OR THE CORRESPONDING PART SHALL BE DEEMED MODIFIED TO BE CONSISTENT WITH SUCH LOCAL LAW.

FOR CONSUMER TRANSACTIONS, INCLUDING BUT NOT LIMITED TO, THE EUROPEAN UNION, AUSTRALIA, AND NEW ZEALAND, THE LIMITED WARRANTY TERMS CONTAINED IN THIS STATEMENT, EXCEPT TO THE EXTENT LAWFULLY PERMITTED, DO NOT EXCLUDE, RESTRICT, OR MODIFY BUT ARE IN ADDITION TO THE MANDATORY STATUTORY RIGHTS APPLICABLE TO THE SALE OF THIS HP HARDWARE PRODUCT TO YOU.

This HP Limited Warranty is applicable in all countries and may be enforced in any country or region where HP or its authorized service providers offer warranty service for the same product model number subject to the terms and conditions set forth in this HP Limited Warranty. This HP Limited Warranty is subject to all applicable national export and import laws and regulations. Under this HP Limited Warranty, HP Hardware Products purchased in one country or region may be transferred to another country or region where HP or its authorized service providers offer warranty service for the same product model numbers. Warranty terms, service availability, and service response times may vary from country or region to country or region. Standard warranty service response time is subject to change due to local parts availability. If parts are unavailable, your HP authorized service provider can provide you with details. HP will not alter form, fit, or function of this HP Hardware Product to make it operate in a country for which it was never intended to function. HP is not responsible for any tariffs or duties that may be incurred in transferring the products. Transfer of the products may be covered by, and is subject to, all applicable export and import laws, regulations, and controls issued by various governments.

In countries or regions where applicable law determines that warranty services for imported products are to be provided by the local importer or in which applicable law does not mandatorily determine that warranty services for imported products are to be provided by the manufacturer, all warranty services for HP products in these countries or regions will be provided solely by the importer and not by HP, except where the local importer has been specifically authorized by HP or its local affiliate to import the products and refer the warranty services to HP.

You are entitled to hardware warranty service according to the terms and conditions of this document if a repair to your HP Hardware Product is required due to the manifestation of a

defect in materials and workmanship within the Limited Warranty Period. HP will, at its option, repair or replace any component or hardware product that manifests a defect in materials or workmanship during the Limited Warranty Period if HP receives notice from you, the end-user customer, of the manifestation of such a defect during the Limited Warranty Period. Unless otherwise stated, and to the extent permitted by local law, new HP Hardware Products may be manufactured using new materials or new and used materials functionally equivalent to new in performance and reliability. To the extent consistent with local law, (a) HP Hardware Products presented for repair may be replaced by refurbished HP Hardware Products of the same type rather than being repaired and (b) refurbished parts may be used to repair HP Hardware Products. (c) replaced or repaired HP Hardware Products will be functionally equivalent in performance and reliability to original products that have been discontinued. Unless otherwise expressly required by local law, if these replaced or repaired HP Hardware Products or parts manifest a defect in materials or workmanship (1) during the ninety (90) days following their repair and/or replacement, or (2) during the remainder of the Limited Warranty Period of the HP Hardware Product they are replacing or in which they are installed, HP warrants that it will again repair or replace these HP Hardware Products or parts.

All component parts or hardware products removed under this HP Limited Warranty become the property of HP unless otherwise stipulated by applicable local law. In the unlikely event that your HP Hardware Product has recurring failures or HP determines it is unable to repair or replace the HP Hardware Product, HP, at its option, may elect to provide you with (a) a replacement unit selected by HP that is the same or functionally equivalent to your HP Hardware Product in performance or (b) to give you a refund or credit of your purchase price or lease payments (less interest) instead of a replacement. To the extent permitted by local law, this is your exclusive remedy for defective products.

Some states or countries do not allow the above exclusion or limitation, so this exclusion and limitation may be limited in its application to you.

Disputes arising out of this HP Limited Warranty or relating to your purchase of the HP Hardware Products subject to this HP Limited Warranty—whether based on contract, tort, statute, fraud, or any other legal theory—are governed by the law of the country and state, province, or territory in which you currently reside, without regard to its conflict-of-law principles.

Exclusions

HP DOES NOT WARRANT THAT THE OPERATION OF THIS HP HARDWARE PRODUCT WILL BE UNINTERRUPTED OR ERROR-FREE. HP IS NOT RESPONSIBLE FOR DAMAGE THAT OCCURS AS A RESULT OF YOUR FAILURE TO FOLLOW THE INSTRUCTIONS INTENDED FOR THE HP HARDWARE PRODUCT.

This HP Limited Warranty does not apply to expendable or consumable parts, with the exception of HP printing supplies and certain rechargeable batteries as specified below, and does not extend to any HP Hardware Product from which the serial number has been removed or that has been damaged or rendered defective

- as a result of accident, misuse, liquid spills, abuse, contamination, improper or inadequate maintenance or calibration, or other external causes;
- by operation outside the usage parameters stated in the user documentation that shipped with the HP Hardware Product;
- by software, interfacing, parts or supplies not supplied by HP;
- by improper site preparation, maintenance or environmental conditions that do not conform to HP's site specifications;
- by virus, infection, worm, or similar malicious code not introduced by HP;
- by loss or damage in transit;
- by modification or service by anyone other than HP or an HP authorized service provider; or
- by improper installation of end-user replaceable HP or HP approved parts if available for your HP Hardware Product in the servicing country or region.

Any HP Hardware Product found to be overclocked after delivery from HP will be excluded from the terms of this Limited Warranty other than damaged or defective components where the damage or defect is found to be unrelated to the overclocking.

HP is not responsible for any interoperability or compatibility issues that may arise when

- products, software, or options not supported by HP are used;
- configurations not supported by HP are used; or
- parts intended for one system are installed in another system of different make or model.

YOU SHOULD MAKE PERIODIC BACKUP COPIES OF THE DATA STORED ON YOUR HARD DRIVE OR OTHER STORAGE DEVICES AS A PRECAUTION AGAINST POSSIBLE FAILURES, ALTERATION, OR LOSS OF THE DATA. BEFORE RETURNING ANY HP HARDWARE PRODUCT FOR SERVICE, BE SURE TO BACK UP DATA AND REMOVE ANY CONFIDENTIAL, PROPRIETARY, OR PERSONAL INFORMATION. TO

THE EXTENT PERMITTED BY LOCAL LAW, HP IS NOT RESPONSIBLE FOR DAMAGE TO OR LOSS OF ANY PROGRAMS, DATA, OR REMOVABLE STORAGE MEDIA. TO THE EXTENT PERMITTED BY LOCAL LAW, HP IS NOT RESPONSIBLE FOR THE RESTORATION OR REINSTALLATION OF ANY PROGRAMS OR DATA OTHER THAN SOFTWARE INSTALLED BY HP WHEN THE HP HARDWARE PRODUCT IS MANUFACTURED, SUBJECT TO ANY APPLICABLE UPDATES. MEMORY DATA MAY BE LOST DURING REPAIR.

Product Specific Exclusions

Rechargeable Batteries

This HP Hardware Product may include an internal rechargeable battery that is not user accessible and must be replaced by HP or an HP authorized service provider. The internal rechargeable battery is covered by this limited warranty as a standard component of the HP Hardware Product and is covered for the same period of time, unless otherwise specified in this HP Limited Warranty.

This HP Hardware Product may include a rechargeable battery that is designed to be removed and replaced by the user. HP warrants that it will provide a replacement battery if the battery manifests a defect in materials or workmanship during the one (1) year period from the date of purchase of the HP Hardware Product in which the battery is installed, unless otherwise specified in this HP Limited Warranty.

As with all batteries, the maximum capacity of any battery included in the HP Hardware Product will decrease with time or use, and battery cycle life will vary depending on product model, configuration, loaded applications, features, use, wireless functionality, and power management settings. Accordingly, a decrease in maximum battery capacity or battery cycle life is not a defect in materials or workmanship, and this HP Limited Warranty does not cover changes in battery capacity or battery cycle life. To the extent permitted by local law, the battery is only warranted against defects in materials or workmanship resulting in failure of the battery to operate for the duration of the Limited Warranty Period for the battery as specified above or in the event that the battery cycle life exceeds the battery rated cycle count, whichever comes first, unless otherwise specified in this HP Limited Warranty. To determine whether your battery has had a warranted failure, you may be required to run an HP diagnostic test.

HP Printing Products

The use of a non-HP or refilled cartridge does not affect either the HP Limited Warranty to the end-user customer or any HP support contract with the end-user customer for the printer. However, if printer or print head failure or damage is attributable to the use of a non-HP or refilled cartridge, HP will charge its standard time and materials charges to service the printer for the particular failure or damage or for the cost to replace the print head. For HP ink cartridges and supplies and HP LaserJet supplies, this HP Limited Warranty does not apply to products that, in addition to other exclusions described in this HP Limited Warranty, have been refilled, refurbished, remanufactured, or tampered with in any way. This HP Limited Warranty pertains to HP ink cartridges, print heads, or HP LaserJet print cartridges when used in its designated HP or authorized original equipment manufacturer (OEM) printing device.

Exclusive Remedy

TO THE EXTENT ALLOWED BY APPLICABLE LOCAL LAW, THESE TERMS AND CONDITIONS CONSTITUTE THE COMPLETE AND EXCLUSIVE WARRANTY AGREEMENT BETWEEN YOU AND HP REGARDING THE HP HARDWARE PRODUCT YOU HAVE PURCHASED OR LEASED. TO THE EXTENT PERMITTED BY LOCAL LAW, THESE TERMS AND CONDITIONS SUPERSEDE ANY PRIOR AGREEMENTS, ADVERTISEMENTS, OR OTHER REPRESENTATIONS—INCLUDING REPRESENTATIONS MADE IN HP SALES LITERATURE OR ADVICE GIVEN TO YOU BY HP, AN AGENT OR EMPLOYEE OF HP, OR ANY NON-HP AGENT OR EMPLOYEE—THAT MAY HAVE BEEN MADE IN CONNECTION WITH YOUR PURCHASE OR LEASE OF THE HP HARDWARE PRODUCT OTHER THAN AS A PART OF A SEPARATE WRITTEN AGREEMENT WITH HP OR ITS AUTHORIZED RESELLERS. No change to the conditions of this HP Limited Warranty is valid unless it is made in writing and signed by an authorized representative of HP.

Limitation of Liability

Some states or countries do not allow the exclusion or limitation of implied warranties or the limitation of special, incidental, or consequential damages (set out below), so these limitations and exclusions may be limited in their application to you. THE FOLLOWING LIMITATIONS APPLY TO THE EXTENT PERMITTED BY LOCAL LAW. IN THE EVENT THAT HP AT ITS OPTION PROVIDES YOU A REFUND OR A PRODUCT REPLACEMENT CARD FOR USE ON HP.COM, THE MAXIMUM LIABILITY OF HP UNDER THIS HP LIMITED WARRANTY IS EXPRESSLY LIMITED TO THE PRICE YOU PAID FOR THE HP HARDWARE PRODUCT. EXCEPT AS INDICATED ABOVE, IN NO EVENT WILL HP BE LIABLE FOR ANY DAMAGES CAUSED BY THE HP HARDWARE PRODUCT OR THE FAILURE OF THE HP HARDWARE PRODUCT TO PERFORM, INCLUDING ANY LOST PROFITS OR SAVINGS, OR LOSS OF USE, LOST DATA OR SOFTWARE, OR ANY COSTS OF RECOVERING PROGRAMMING OR REPRODUCING ANY PROGRAM OR DATA STORED ON THE PRODUCT, OR SPECIAL, INCIDENTAL, OR CONSEQUENTIAL

DAMAGES. HP IS NOT LIABLE FOR ANY CLAIM MADE BY A THIRD PARTY OR MADE BY YOU FOR A THIRD PARTY. HP IS NOT LIABLE FOR ANY DAMAGES THAT MAY ARISE AS A RESULT OF HP COMPLYING WITH ITS OBLIGATIONS UNDER LOCAL LAW. THIS LIMITATION OF LIABILITY APPLIES WHETHER DAMAGES ARE SOUGHT, OR A CLAIM MADE, UNDER THIS HP 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 HAVE ADVISED HP OR AN AUTHORIZED REPRESENTATIVE OF HP OF THE POSSIBILITY OF ANY SUCH DAMAGES. THIS LIMITATION OF LIABILITY, HOWEVER, WILL NOT APPLY TO CLAIMS FOR PERSONAL INJURY.

THIS HP 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.

HP Options and Accessories Limited Warranty

The HP Limited Warranty terms and conditions for HP-branded options and accessories (collectively referred to in this HP Limited Warranty collectively as "HP Option") are as set forth in the HP Limited Warranty applicable to the HP Option and included with the HP Hardware Product. If your HP Option is installed in an HP Hardware Product, HP will provide warranty service for either the period specified in the warranty documents (HP Option Limited Warranty Period) that shipped with the HP Option or for the remaining warranty period of the HP Hardware Product in which the HP Option is installed, whichever period is longer, but not to exceed three (3) years from the date you purchased the HP Option. The HP Option Limited Warranty Period starts from the date of purchase from HP or an HP authorized reseller. Your dated sales or delivery receipt, showing the date of purchase of the HP Option, is your warranty start date. See your HP Option Limited Warranty for details. To the extent permitted by local law, non-HP options are provided "AS IS." However, non-HP manufacturers and suppliers may provide warranties directly to you.

Displays

Digital Signage Display

This Limited Warranty does not cover service for removing or reinstalling a wall-mounted or custom-installed Digital Signage Display. This Limited Warranty does not cover damage resulting from a wall-mounted or other custom installation or removal of a display. HP recommends using a qualified installer for wall mounting or other custom installation or removal

of a display. If HP determines that a Digital Signage Display issue cannot be resolved remotely, HP will ship a replacement product directly to the customer. HP will incur all shipping and insurance costs by providing courier assistance to package and return unit safely to HP. Failure to return the defective unit may result in HP billing the customer for the replacement product.

Monitors

All Monitor models are not suitable for applications that exhibit static, stationary, or fixed images. Static images may cause image retention damage that may appear as stains or watermarks on the screen. This HP Limited Warranty does not cover monitors that are in use for applications that exhibit static, stationary, or fixed images for long periods or for 24-hours per day that result in image retention damage. To avoid image retention damage, turn off the monitor when it is not in use or use a power management setting, if supported by your system, to turn off the display when the system is idle.

Multimedia Monitor and PC Bundle Concurrent Warranty

If you purchased a Multimedia Monitor together with a personal computer as part of a product bundle (purchased as a single SKU), the duration of the warranty period for the Multimedia Monitor is, to the extent permitted by local law, coextensive with that of the warranty period for the personal computer. Check the warranty statement of the personal computer for details.

Customer Responsibilities

In order to avoid the risk of charges for issues not covered by your HP Limited Warranty (issues that are not due to defects in materials and workmanship on HP Hardware Products), you will be asked to assist HP or the HP authorized service provider as follows:

- Provide true, accurate, and complete information when filing a warranty claim.
- Provide an environment that meets HP requirements, including protecting products from corrosion, contamination, and spills. For example, to meet HP's corrosion requirements, the environment must not cause more than 300 angstroms of corrosion per month on silver and copper.¹
- Verify configurations, load most recent firmware, install software patches, and run HP diagnostics and utilities.
- Implement temporary procedures or workarounds provided by HP while HP works on permanent solutions.
- Use HP remote support solutions where applicable. HP strongly encourages you to use available support technologies provided by HP. If you choose not to deploy available remote support capabilities, you may incur additional costs due to increased support resource requirements.

- Cooperate with HP in attempting to resolve the problem using online chat, email, or telephone. This may involve performing routine diagnostic procedures, installing additional software updates or patches, removing third-party options, and/or substituting options.
- HP recommends that you make periodic backup copies of your files, data, or programs stored on your hard drive or other storage devices as a precaution against possible failures, alteration, or loss. Before returning any HP Hardware Product for warranty support or repairs, back up your files, data, and programs, and remove any confidential, proprietary, or personal information.
- Remove any external options or accessories that would be subject to loss during the repair or replacement process.
- Perform additional tasks as defined within each type of warranty service described below and any other actions that HP may reasonably request in order to best perform the warranty support.
- To obtain warranty service for HP LaserJet print cartridges, return the product to the place of purchase with a written description of the problem and print samples or contact HP customer support.

¹ HP's requirements are based on ISA G1 (mild) requirements as described in ISA-71.04-1985 Environmental Conditions for Process Measurement and Control Systems: Airborne Contaminants. This ISA standard is available at <http://www.isa.org>. When products are used in ISA G1 (mild) environments, corrosion should not be a factor in equipment reliability.

Types of Hardware Warranty Service

The types of warranty support service that may be applicable to the HP Hardware Product you have purchased are described below. **All services may not be available in all countries or regions.** TO THE EXTENT THAT THE FOLLOWING WARRANTY SERVICES AND TERMS OR ANY PART THEREOF IS INCONSISTENT WITH LOCAL LAW, THE WARRANTY SERVICES AND TERMS OR THE CORRESPONDING PART SHALL BE DEEMED MODIFIED TO BE CONSISTENT WITH SUCH LOCAL LAW.

Customer Self-Repair Warranty Service

HP Hardware Products are designed with many Customer Self-Repair (CSR) parts to minimize repair time and allow for greater flexibility in performing defective parts replacement. If during the diagnostic period, HP identifies that the repair can be accomplished by the use of a CSR part, HP will ship that part directly to you for replacement. There are two categories of CSR parts:

- Parts for which Customer Self-Repair is mandatory—If you request HP or an HP authorized service provider to replace these parts, you will be charged for the travel and labor costs for this service.
- Parts for which Customer Self-Repair is optional—These parts are also designed for Customer Self-Repair. If, however, you require that HP or an HP authorized service provider to replace the part for you, it may be done at no additional charge under the type of warranty service designated for your HP Hardware Product.

You are required to cooperate with HP or an HP authorized service provider in attempting to resolve the problem by chat, email, or telephone. This may involve performing routine diagnostic procedures, installing software updates or patches, removing third-party options and/or substituting options.

If assistance is required, you can contact HP technical support, and a technician will help you using online chat, email, or telephone. HP documentation shipped with a replacement CSR part specifies whether a defective part must be returned to HP, unless otherwise stipulated by applicable local law. In cases where it is required to return the defective part to HP, you must ship the defective part to HP within a defined period, normally five (5) to fifteen (15) business days. The defective part must be returned with the associated documentation in the provided shipping material. Failure to return the defective part may result in HP billing you for the replacement. With a Customer Self Repair, HP will incur all shipping and part return costs and determine the courier/carrier to be used. The classification of CSR parts may vary by country or region.

Advanced Unit Replacement Warranty Service

Your HP Limited Warranty may include an advanced unit replacement warranty service. Under the terms of the advanced unit replacement warranty service, HP will ship a replacement unit directly to you if the HP Hardware Product you purchased is diagnosed as defective. On receiving the replacement unit, you may be required to return the defective HP Hardware Product to HP in the packaging that arrives with the replacement unit within a defined period of time, normally five (5) to fifteen (15) days. HP will incur shipping and insurance costs to return the defective HP Hardware Product to HP. Failure to return the defective HP Hardware Product may result in HP billing you for the replacement unit. HP provides advanced unit replacement service during standard office hours. Standard office hours are typically 8:00 a.m. to 5:00 p.m. (08.00 to 17.00) Monday through Friday, but may vary with local business practices. The response time may vary and additional charges may be incurred, depending on logistics constraints and distance from the nearest HP service location or HP authorized service provider.

To find the telephone numbers and, in some cases, maps of the nearest HP service location or an HP authorized service provider, refer to the HP website at <http://www8.hp.com/us/en/contact-hp/ww-contact-us.html>.

Pick-Up and Return Warranty Service

Your HP Limited Warranty may include a pick-up and return warranty service. Under the terms of pick-up and return service, HP will pick up the defective HP Hardware Product from your location, repair it, and return it to your location. HP will incur all repair, logistics, and insurance costs for this service.

Carry-In Warranty Service

To the extent permitted by local law, your HP Limited Warranty may include a carry-in warranty service. Under the terms of carry-in service, you will be required to deliver your HP Hardware Product to an HP authorized service location for warranty repair. You must prepay any shipping charges, taxes, or duties associated with transportation of the HP Hardware Product to and from the service location. You are responsible for insuring any HP Hardware Product shipped or returned to an HP authorized service location, and you assume risk of loss during shipping.

Mail-In Warranty Service

To the extent permitted by local law, this HP Limited Warranty may include a mail-in warranty service. Under the terms of mail-in service, you will be required to ship your HP Hardware Product to an HP authorized service location for warranty repair. You must prepay any shipping charges, taxes, or duties associated with transportation of the HP Hardware Product to the service location. You are responsible for insuring any HP Hardware Product you ship, and you assume risk of loss during shipping. HP will return the repaired HP Hardware Product to you and incur all logistics and insurance costs.

Send-In and Return Warranty Service

To the extent permitted by local law, your HP Limited Warranty may include a send-in and return warranty service. Under the terms of send-in and return service, HP will ship to you, at HP's expense, packaging for shipping your HP Hardware Product to HP for service. You are responsible for freight costs and insurance for shipping the HP Hardware Product to HP. You can arrange with HP for the inbound shipping and associated costs. For more information, call 1-800-474-6836 (800-HP-invent) in the United States for detailed costs and instructions or go to <http://www8.hp.com/us/en/contact-hp/ww-contact-us.html> to find HP Support numbers in other countries. You may also select your own courier and pay shipping costs. If you select your own courier, you are responsible for insuring any HP Hardware Product shipped to the service location and you assume risk of loss or damage during shipping. HP will repair the HP Hardware Product and return it to you. HP will incur all repair and shipping costs for the return of the repaired HP Hardware Product.

- remotely,
- by the use of a CSR part, or
- by a service call at the location of the defective HP Hardware Product.

If HP ultimately determines that an onsite service call is required to repair a defect, the call will be scheduled during standard office hours unless otherwise stated for the HP Hardware Product you purchased. Standard office hours are typically 8:00 a.m. to 5:00 p.m. (08.00 to 17.00) Monday through Friday, but may vary with local business practices. The response time may vary and additional charges may be incurred, depending on travel constraints and distance from the nearest HP service location or HP authorized service provider. To find the telephone numbers and, in some cases, maps of the nearest HP service location or HP authorized service provider, refer to the HP website at <http://www8.hp.com/us/en/contact-hp/ww-contact-us.html>. To receive onsite service, you must

- have an authorized representative present when HP provides warranty services at your site;
- notify HP if the HP Hardware Product is being used in an environment that poses a potential health or safety hazard to HP employees or subcontractors;
- subject to HP's reasonable security requirements, provide HP with sufficient, free, and safe access to and use of all facilities, information, and systems determined necessary by HP to provide timely support;
- ensure that all manufacturers' labels (such as serial numbers) are in place, accessible, and legible;
- maintain an environment consistent with product specifications and supported configurations.

Swap Warranty Service

Your HP Limited Warranty may include a swap warranty service. Under the terms of swap warranty service, HP will pick up the defective unit from your location and will bring a replacement unit that is equivalent to new directly to you. HP will incur all repair, logistics, and insurance costs for this service.

Response Times

Response times are based on local standard business days and working hours where the service is being requested. Unless otherwise stated, all responses are measured from the time the end-user customer calls until HP has either established a mutually acceptable time for support to be performed, or HP has begun to provide support or remote diagnostics. Response times, including Next Business Day Warranty Service, if available, are based on commercially reasonable effort. In some countries and under certain supplier constraints, response time may vary. If your location is outside the customary service zone, response time may be longer or there may be an additional charge. Contact your HP authorized reseller or HP authorized service provider for response time availability in your area.

Service Upgrades

HP has a range of additional support and service coverage for your HP Hardware Product that can be purchased locally. However, some support and related products may not be available in all countries. For information on availability of service upgrades and cost, refer to the HP Care Pack lookup tool at <http://www.hp.com/go/lookuptool/>

Included Software

HP's only obligations with respect to software distributed by HP under the HP brand name or included with an HP Hardware Product are set forth in the applicable end-user license or program license agreement provided with that software. To the extent permitted by local law, if the removable media on which HP distributes the software proves to be defective in materials or workmanship within ninety (90) days of purchase, your sole remedy shall be to return the removable media to HP for replacement. It is your responsibility to contact non-HP manufacturers or suppliers for their warranty support.

Complimentary Limited Technical Support

Complimentary Limited Technical Support for your HP Hardware Product, HP Software, HP preinstalled third-party software, and third-party software purchased from HP, including initial setup support, is available from HP via multiple contact methods, including electronic media and telephone, for ninety (90) days from date of purchase. See "Contacting HP" for online resources and telephone support. Any exceptions to this will be specified in your End User License Agreement (EULA).

Support includes assistance with

- answering your installation questions (prerequisites, first steps, and basic "how to" information);
- setting up and configuring the software and options supplied or purchased with HP Hardware Products such as how-to and first steps (excludes system optimization, customization, and network configuration);
- interpreting system error messages;
- isolating system problems and software usage problems; and
- obtaining HP Care Pack information or updates for software supplied or purchased with HP Hardware Products.

Support does NOT include assistance with

- generating or diagnosing user-generated programs or source codes;
- installation of non-HP software purchased separately; and
- system optimization, customization, and network configuration.

Freeware and Open-Source Operating Systems and Applications

HP does not provide technical support for software provided under public license by third parties (freeware and open-source software), including operating systems or applications. Technical support for freeware and open-source software provided with HP Hardware Products is provided by the freeware or open-source software vendor. For support contact information, refer to the freeware or open-source operating system or application help, documentation, or other application support statement included with your HP Hardware Product.

How to Check Warranty and Support Entitlement

You can check your warranty entitlement by entering your product model number and serial number at <http://www.hp.com/go/warrantycheck>

HP Care Pack services registration can be checked at Care Pack Central at <http://www.hp.com/go/cpc>

Contacting HP

If your HP Hardware Product manifests a defect in materials and workmanship during the Limited Warranty Period, and the suggestions in the product documentation do not solve the problem, you can receive support in one of the following ways:

- Looking for additional support and troubleshooting information or updated software and drivers from the HP Support website at <http://www.hp.com/support>
- Locating and contacting your nearest HP Support location via the website at <http://welcome.hp.com/country/us/en/wwcontact.html>
- Contacting your HP authorized reseller or HP authorized service provider. Before calling HP or an HP authorized service provider, have the following information available:
 1. Product serial number, model name, and product model number
 2. Applicable error messages
 3. Add-on options

4. Operating system
5. Third-party hardware or software
6. Detailed questions

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