

Limited Hardware Warranty

This limited hardware warranty applies only to Progress WhatsUp Gold hardware products and does not cover software. For software, refer to the End User License Agreement for WhatsUp Gold ("EULA") available at <https://www.progress.com/legal>. References to "service" mean the warranty service described herein.

With respect to the limited hardware warranty herein:

- The period of warranty is either the period stated on the delivery note or warranty list and commences on the date of purchase of the product or defined by validity of support services purchased for corresponding products.
- The warranty covers defects in materials and workmanship, and Progress will provide either repair or replacement, at its discretion, to guarantee the correct function of the product. The product submitted for warranty must be complete and sent in the original packaging.
- All shipment costs of warranty service are paid by the customer.
- The warranty period is not extended if Progress repairs or replaces a warranted product or any parts.
- The customer will complete a backup of all existing data, software and programs on all affected systems prior to and during the delivery of the service. The customer should make regular backup copies of the data stored on all affected systems as a precaution against possible failures, alterations, or loss of data. In addition, the customer is solely responsible for removing any confidential, proprietary, or personal information and any removable media such as SIM cards, CDs, or PC Cards.
- Progress may refuse to provide a service if, in its opinion, providing the service creates an unreasonable risk to Progress or its service providers. Progress may cancel the service if the customer is abusive, threatening, or refuses to cooperate with the assisting analyst or onsite technician. Such cancellation shall not entitle the customer to any refund of fees paid.
- Progress may require access to hardware or software that is not manufactured by Progress. Some manufacturers' warranties may become void if Progress or anyone else other than the manufacturer works on the hardware or software. Progress does not take responsibility for third-party warranties or for any effect that the services may have on those warranties.

Progress will not be responsible for, and this limited warranty does not cover any:

- Miscellaneous consumer or consumable goods (e.g., batteries, CDs).
- Defects that result directly or indirectly from: (i) the customer's improper use, storage or handling; (ii) failure to follow instructions or documentation; (iii) the customer's operational environment including any natural disasters or vandalism; (iv) incorrect installation or configuration, including through unauthorized service providers or operation by an unauthorized person or entity; or (v) use with unoriginal or unauthorized software.

Upon contacting Progress, the customer will be required to engage in a remote diagnosis session to help determine the cause of the issue. Remote diagnosis may require the customer to access a specific service product interface, and multiple extended sessions may take place. If Progress determines that the issue cannot be resolved remotely then it may, at its sole discretion, dispatch a replacement part, arrange for the customer to send the defective product or part back to Progress's repair depot,

or replace the part of the product with a comparable part or product that may be new or refurbished. If Progress elects to dispatch a service technician onsite to the customer's location to perform the repair or replacement then the customer must (at no cost to Progress) grant the service technician full access to the system and have working space, electricity and a local telephone line. If these requirements are not met, then Progress is not obligated to provide the service. The performance of any onsite support will be governed by the Professional Services Agreement available at <https://www.progress.com/legal> and the applicable order will be considered a "SOW" thereunder.

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