

ARUBA NETWORKS, INC.
PRODUCT WARRANTY

Limited Warranty. VENDOR provides a warranty only to the End Users that the Hardware portion of Products will conform to VENDOR's functional specifications contained in each Product's published documentation, as such specifications may be modified by VENDOR from time to time, for a period of twelve (12) months from the date of shipment to C1. For the Software portion of Products, VENDOR provides the warranty set forth in its End User License Agreement. In the event of a breach of this warranty, C1's sole and exclusive remedy, and VENDOR's sole and exclusive liability, shall be for VENDOR to use its commercially reasonable efforts to correct or repair the Products or to replace the Products that cause breach of this warranty. If VENDOR cannot, or determines that it is not practical to, repair or replace the returned Product, then the sole and exclusive remedy and the limit of VENDOR's obligation shall be to refund the amount received by VENDOR for such Products.

Warranty; Exclusions. The warranties do not extend to any Product that is modified or altered, is not maintained to VENDOR's maintenance recommendations, is operated in a manner other than that specified by VENDOR, has its serial number removed or altered or is treated with abuse, negligence or other improper treatment (including, without limitation, use outside the recommended environment) or is repaired or modified by anyone other than VENDOR or a VENDOR authorized company. C1 is fully responsible for the satisfaction of its End Users and will be responsible for all claims, damages, settlements, expenses and attorneys' fees incurred by VENDOR with respect to C1's End Users or their claims beyond VENDOR's above warranty obligation to C1.

Warranty Returns. C1 will handle and be responsible for all warranty returns from its End Users. All Products must be returned to VENDOR in accordance with VENDOR's then-current Return Material Authorization (RMA) procedure. Products obtained from VENDOR that do not comply with the warranty and are returned (by C1 only) to VENDOR during the warranty period (or within a reasonable time thereafter) will be repaired or replaced, at VENDOR's option. If the returned Products are covered by the above warranty, VENDOR will bear the cost of freight, insurance, duties, and import and export fees incurred with respect to such returned Products. For the first thirty (30) days after shipment, VENDOR will ship any non-compliant Product with a new Product shipped within one (1) business day of notice via the RMA procedure. End Users may purchase an extension of this next business day protection through a separate support and service agreement. In the absence of such a support and service agreement, for thirty (30) or more days after shipment but within the twelve (12)-month warranty period, VENDOR will replace or repair any non-compliant Product and return in operable condition to C1 within forty-five (45) days of notice and receipt of the non-compliant Product via VENDOR's RMA procedure. Access to VENDOR's Technical Assistance Center ("TAC") for any and all questions, consultation, deployment assistance, or problem reports shall be provided only pursuant to a separate service and support agreement.

Warranty Disclaimer. EXCEPT FOR THE WARRANTIES MADE HEREIN TO END USERS, VENDOR MAKES NO WARRANTIES TO END USERS WITH RESPECT TO PRODUCTS AND SERVICES, AND VENDOR AND ITS LICENSORS AND SUPPLIERS

EXPRESSLY DISCLAIM ALL WARRANTIES, EXPRESS, IMPLIED AND STATUTORY, INCLUDING WITHOUT LIMITATION THE IMPLIED WARRANTIES OF MERCHANTABILITY, TITLE, NON-INFRINGEMENT OF THIRD PARTY RIGHTS AND FITNESS FOR A PARTICULAR PURPOSE. VENDOR ALSO MAKES NO WARRANTY REGARDING NONINTERRUPTION OF USE.