

PRODUCT WARRANTY STATEMENT

IMPORTANT

THIS STATEMENT DESCRIBES THE WARRANTY OFFERED BY TIPPINGPOINT TECHNOLOGIES, INC., ("TIPPINGPOINT"), IN CONNECTION WITH THE TIPPINGPOINT NETWORK SECURITY PRODUCT ("PRODUCT") YOU HAVE PURCHASED FROM TIPPINGPOINT OR ITS AUTHORIZED RESELLER. THE WARRANTIES IN THIS STATEMENT APPLY ONLY TO PRODUCTS PURCHASED BY END-USERS FROM TIPPINGPOINT OR TIPPINGPOINT-AUTHORIZED RESELLERS ("END-USERS"), AND NOT TO PRODUCTS PURCHASED FROM ANY OTHER ENTITIES. TIPPINGPOINT OFFERS THIS WARRANTY TO END-USERS ONLY, AND NOT TO ANY RESELLERS, DISTRIBUTORS, OR ORIGINAL EQUIPMENT MANUFACTURERS. BY PURCHASING, INSTALLING, ACCESSING OR USING THE PRODUCT YOU AGREE TO THE TERMS AND CONDITIONS OF THIS WARRANTY STATEMENT.

IF YOU DO NOT AGREE WITH AND ACCEPT THESE TERMS, CONDITIONS AND RESTRICTIONS THEN, YOU MUST NOT INSTALL, ACCESS OR USE THE PRODUCT AND WITHIN FIVE DAYS OF YOUR RECEIPT OF THE PRODUCTS, YOU MUST RETURN ALL THE PRODUCTS TO THE ENTITY FROM WHICH YOU PURCHASED SUCH PRODUCTS AND ANY FEES PAID FOR SUCH PRODUCTS WILL BE REFUNDED. IF YOU INSTALL, ACCESS OR USE ANY TIPPINGPOINT PRODUCTS, OR FAIL TO RETURN THE TIPPINGPOINT PRODUCTS WITHIN FIVE DAYS OF RECEIPT OF THE TIPPINGPOINT PRODUCTS, YOU WAIVE THE RIGHT TO RETURN THE TIPPINGPOINT PRODUCTS FOR A REFUND.

1. **Customer Registration.** In order to be eligible for the warranties under this statement, you must register with TippingPoint. Please complete the warranty registration form at <https://tmc.tippingpoint.com>.

2. **End-User Responsibilities.** You are solely responsible for the configuration, management and interoperability of a Product after you have purchased such Product. Optimal performance of a Product may require that you purchase certain support services or additional options or products from TippingPoint.

3. **Making a Warranty Claim.** To make a claim for a warranty under Section 4 below, please contact the entity from which you purchased the Product. If you cannot contact such entity, or if you purchased the Product directly from TippingPoint, please contact TippingPoint at 1-866-681-8324.

4. **Limited Warranty.** Products are covered by the following limited warranty. For purposes of the warranty, "Specifications" means TippingPoint's published specifications for a Product, and "Material Defect" means any reported malfunction, error or other defect in a Product that can be reproduced by TippingPoint and that constitutes a material nonconformity with the Specifications for such Product.

4.1 **TippingPoint Equipment.** TippingPoint warrants that any equipment and hardware that is part of the Product ("Equipment") will be free from Material Defects for a period of 12 months (or such longer period for which you have paid TippingPoint for an Equipment warranty) starting on the date that you purchased the Product containing such Equipment from TippingPoint or its authorized reseller. TippingPoint's sole obligation under this warranty will be, at its option, either to promptly repair or replace without charge any Equipment that does not meet such warranty, or to accept the return of such Equipment and provide to the End-User a reasonable depreciated refund for the Equipment. TippingPoint will perform warranty service at TippingPoint's designated facility. End-Users must return to TippingPoint or the entity from which it purchased the Product any Equipment for which it is making a warranty claim. All defective Equipment or components thereof returned to TippingPoint and replaced under this warranty will become TippingPoint's property. If Equipment returned for warranty service does not contain a Material Defect, the End-User will be responsible for all costs of handling, transportation and repairs at TippingPoint's prevailing rates, including all costs of providing interim Equipment.

4.2 **Software Media.** TippingPoint warrants that any magnetic diskettes or other media on which software provided to you by TippingPoint or its authorized reseller is recorded will be free from Material Defects in materials and workmanship under normal use for a period of 90 days from the date such software is shipped to you. If a Material Defect in any such diskette occurs during this 90-day period, the diskette may be returned and TippingPoint or its authorized reseller will promptly replace the diskette without charge. TippingPoint has no responsibility to replace diskettes if the Material Defect of the diskettes results from accident, abuse or misapplication of the diskettes after shipment by TippingPoint or its authorized reseller.

4.3 **Limitations.** The warranties under this Section 4 do not apply to any Material Defect caused by any of the following occurrences after a Product is shipped to you: accident, negligence or misconduct of any party other than TippingPoint or its employees or agents acting within the scope

of their employment; failure of electrical or ventilation systems; malfunction of non-TippingPoint equipment or software; modification or repair of the Product by a party other than TippingPoint; without TippingPoint's written approval; operator error; or use, handling or configuration of the Product not in accordance with published specifications or instructions or applicable software license agreements.

4.4 **Warranty Disclaimer.** TIPPINGPOINT MAKES NO EXPRESS OR IMPLIED WARRANTIES RELATING TO THE PRODUCTS, INCLUDING IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, OTHER THAN THE LIMITED WARRANTIES STATED IN SECTION 4. TIPPINGPOINT MAKES NO WARRANTY THAT THE PRODUCTS WILL DISCLOSE ALL VULNERABILITIES IN, OR DETECT OR PREVENT ALL INTRUSIONS INTO OR THROUGH, END-USERS' NETWORKS, FIREWALLS, SYSTEMS, APPLICATIONS, SERVERS OR NETWORK-RELATED EQUIPMENT. THE PRODUCTS MAY CONTAIN NEW, REFURBISHED, REPAIRED OR PREVIOUSLY USED COMPONENTS. This statement states the entire liability of TippingPoint with respect to any warranty claim. TippingPoint will have no additional liability for any loss or corruption of data or software, equipment failure, security breach, network intrusion, or network downtime or failure arising from an actual or alleged breach of warranty. Notwithstanding anything else to the contrary in this Agreement, TippingPoint makes no warranty of any kind with respect to any open source components of software contained in or provided in connection with the Products.

5. **Miscellaneous.** This statement states TippingPoint's entire warranty obligation with respect to Products, and supersedes any written or oral understandings or agreements between you and TippingPoint or the entity from which you purchased a Product. This statement and TippingPoint's obligations hereunder will be governed by and construed under the laws of the State of Texas. Any dispute resolution proceeding or legal action arising under this Agreement must be brought in Austin, Texas (USA). No modification or waiver of this warranty statement will be effective unless in writing signed by TippingPoint. Nonperformance under this statement will be excused to the extent the performance is rendered impossible by strike, fire, flood, governmental acts or orders or restrictions, failure of suppliers or any other reason where failure to perform is beyond the reasonable control of the nonperforming party. If any provision of this warranty statement is held to be illegal, invalid or unenforceable, such invalidity will not affect the enforceability of any other provisions. The prevailing party in any legal action brought by one party against the other under this warranty statement, in addition to any other rights and remedies it may have, will be entitled to reimbursement for its legal expenses, including court costs and reasonable attorneys' fees

