

PESA SWITCHING SYSTEMS, INC. EQUIPMENT WARRANTY

PESA Switching Systems, Inc., warrants this equipment against defective workmanship or materials for a period of three (3) years from date of shipment.

The sole warranty responsibility of PESA Switching Systems, Inc., shall be to replace or repair product proved to be defective. During the warranty period, defective parts will be replaced at no charge. Labor to repair or replace defective parts covered under the warranty will be performed at no charge at the PESA Switching Systems, Inc., factory only.

This warranty covers only products manufactured by PESA Switching Systems, Inc., and the components used in their manufacture. The warranty on assembled products sold by PESA Switching Systems, Inc., but manufactured by others shall be that of the original manufacturer.

This warranty does not include shipping damage or damage caused by abuse, neglect, tampering by unauthorized personnel, damage inadvertently caused by the user, preventative maintenance, or any equipment or part thereof whose serial number has been removed or defaced.

Neither the seller nor the manufacturer shall be liable for any injury, loss or damage, direct or consequential, arising out of the inability to use the product. Before using, user shall determine the suitability of the product for his or her intended use, and user assumes all risk and liability whatsoever in connection therewith.

This warranty is effective only at the PESA Switching Systems, Inc., factory in Huntsville, Alabama, USA. If possible, retain the original packing material for use in the unlikely event that your equipment must be returned to the PESA Switching Systems, Inc., factory. When shipping your equipment, the shipping charges must be prepaid. The repaired unit will be returned to you, freight prepaid.

The warranties above are exclusive and in lieu of all other warranties, whether express or implied, including the implied warranties of merchantability and fitness for a particular purpose.

PESA SWITCHING SYSTEMS, INC. SOFTWARE LICENSE AGREEMENT

GRANT OF LICENSE AND RESTRICTIONS. PESA Switching Systems, Inc., grants to the user of its routing switcher and associated products a non-exclusive license for its software included in its operational controllers highlighted in the warranty statement. The software may be on magnetic media (disks) or may reside in non-volatile memory. The user owns the physical media on which the software is recorded or fixed, but PESA Switching Systems, Inc., retains title and ownership of the software. PESA Switching Systems, Inc., software and associated written materials are protected by US copyright laws and international treaty provisions. Unauthorized copying of the software including software that has been modified or merged with other software or of any of the written material is forbidden. One copy of the software is permitted for working purposes and for archival storage of the original software. PESA Switching Systems, Inc., software may not be rented, leased or distributed without the prior written consent of PESA Switching Systems, Inc. The user may transfer the software and software rights under this agreement on a permanent basis, provided the Software License Agreement, the software, and all accompanying materials are transferred and the user retains no copies and the recipient agrees to the terms of this agreement. The user may not disassemble, reverse engineer, modify, adapt, translate or create derivative works without prior consent of PESA Switching Systems, Inc.

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