



## Standard Product Warranty Terms and Conditions

### **DASAN Zhone Solutions, Inc.**

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Unless the Buyer has other warranty terms and conditions in a contract with 1) DASAN Zhone Solutions, Inc ("DZS") or, 2) the party from whom Buyer purchased the product, the following are the terms and conditions of the standard product warranty.

- 1. LIMITED WARRANTY.** The products will conform in all material respects to the end user documentation provided with, or available for, the products, and the hardware components of the products will be free from defects in materials and workmanship, for one (1) year after shipment from DZS. This warranty does not cover the results of accidents, abuse, neglect, vandalism, use contrary to handling or operating instructions supplied by DZS, unusual hazard or disasters, including without limitation, fire, flood, water, wind, lightning or other acts of God, or repair or modification by anyone other than DZS. This warranty extends only to Buyer and is not assignable. Buyer shall promptly, but no later than ten (10) days after the term of this warranty, notify DZS in writing of any nonconformity to the warranty, and provide such details as DZS reasonably requests. Buyer will, upon DZS's request and in accordance with DZS's return procedures documented in the Support section of the DZS web page, return such products to DZS at Buyer's expense and risk. DZS will determine in its sole reasonable discretion whether products fail to conform to warranty and, as to conforming products, return such products at Buyer's expense and risk. If DZS determines that products fail to conform, Buyer's sole remedy shall be, at DZS's option and expense, the repair or replacement and return of the products, or a refund of the price paid by Buyer for the products. If DZS hereafter posts an updated version of this Limited Warranty, such updated version will apply to products ordered subsequent to the date of the updated version. DZS DISCLAIMS ALL OTHER WARRANTIES CONCERNING PRODUCTS, EXPRESS, IMPLIED OR STATUTORY, INCLUDING AS TO PERFORMANCE, NON-INFRINGEMENT, MERCHANTABILITY, OR FITNESS FOR PARTICULAR PURPOSE. NOTWITHSTANDING ANYTHING HEREIN TO THE CONTRARY, THIS IS BUYER'S SOLE AND EXCLUSIVE REMEDY FOR BREACH OF WARRANTY.
- 2. LIABILITY LIMITATIONS.** DZS's aggregate liability under any and all claims shall in no event exceed the amount paid by buyer for the products involved in such claims. This limitation is separate and independent of any warranties made by DZS and is intended to be effective notwithstanding the failure of essential purpose of any remedy related to such warranties. Neither party will be liable for any failure to perform its obligations hereunder resulting from causes beyond its reasonable control. DZS IS NOT LIABLE FOR SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES INCLUDING BUT NOT LIMITED TO LOST PROFITS, LOST REVENUE, LOSS OF USE OR DATA, OR ANY INTERRUPTION OF BUSINESS EVEN IF ADVISED OF THE POSSIBILITY THEREOF.
- 3. INDEMNIFICATION.** DZS will defend any suit brought against Buyer claiming that the DZS products infringe any valid United States patent, copyright, mask work, trademark or trade secret, and will pay the amount of any final judgment that may be awarded

against Buyer in any such suit; provided that Buyer (i) gives prompt written notice to DZS of any such suit and furnishes all papers received in connection therewith; (ii) permits DZS to control the defense and settlement of any such suit; and (iii) provides reasonable assistance to DZS in the conduct of such defense. This indemnity shall not apply to infringement caused by (i) modifications to standard products by or at the request of Buyer (whether or not with DZS's approval), (ii) combination of the products with other products or services not provided by DZS, or (iv) Buyer's failure to use the most recent release of Software provided by DZS. In the event of a claimed infringement, DZS may, at its option, elect to (i) procure the right to use the products; (ii) replace or modify the products so that they become noninfringing; or (iii) refund to Buyer the depreciated value of the infringing products (based on the straight-line depreciation of book value over a five-year life). **THE FOREGOING INDEMNITY CONSTITUTES THE ENTIRE LIABILITY OF DZS AND THE SOLE REMEDY OF BUYER WITH RESPECT TO ANY CLAIM OR ACTION BASED IN WHOLE OR IN PART UPON INFRINGEMENT OF INTELLECTUAL PROPERTY OR PROPRIETARY RIGHTS.**

4. **GOVERNING LAW.** This above is governed and construed in accordance with the laws of the State of California without application of conflict of laws principles and shall not be governed by the United Nations Convention on the International Sale of Goods. The parties consent to the jurisdiction of any court located in Alameda County, State of California and waive objection to such venue. The prevailing party in any legal proceeding shall recover its expenses in connection therewith, including reasonable attorney's fees.