



## **Mitel Standard Warranty** (Premise Solutions)

**Services Warranty.** All work provided will be performed in a good and workmanlike manner consistent with standard communications industry practice.

**System Warranty.** During the warranty period, Customer shall receive the following inclusions:

**(i) Software Warranty** - During the term of the manufacturer's warranty period, ninety (90) days from delivery, the software media will be free from defects in material and workmanship under normal use and the software will perform substantially in compliance with the manufacturer's specifications. To the extent that any deficiency in the material or workmanship prevents the software from operating substantially in accordance with the manufacturer's specifications, Mitel will use commercially reasonable efforts to correct the problem within a reasonable period of time. If the problem cannot be corrected, Mitel will in its sole discretion either replace the software or install a new release when made generally available or return the System to a prior release. Updates intended to fix problems or bugs as well as upgrades to software will be made available to Customer at no cost during the warranty period.

**(ii) Hardware Warranty** - During the term of the manufacturer's warranty period, twelve (12) months from date of delivery, all hardware components will be free from defects in material and workmanship under normal use and will perform in substantial compliance with the manufacturer's specifications. The exclusive remedy and recourse for Customer under this hardware warranty is for Mitel, at its election, to repair, replace or modify the defective parts. Mitel may utilize remanufactured, certified parts that meet the specifications. Such replacement parts will be covered for the remainder of the existing hardware warranty. Any part removed shall become the property of Mitel.

**Exceptions to the Warranty.** Incremental support may be purchased through a support plan ("Support Plan"). The software and hardware warranties detailed under (i) and (ii) above shall become void if one of the following occurs: (i) the System is not used properly in accordance with the manufacturer's specifications and operating instructions or otherwise is abused, damaged, or negligently serviced or maintained by anyone other than Mitel or an authorized Mitel dealer; (ii) work is performed on the System by anyone not authorized by Mitel; (iii) the System is installed or used in combination or in assembly with products that are either not approved by Mitel or not compatible with the System; and should such an event happen, Customer shall be entitled to cure the breach by removal of such products within a reasonable period. The software and hardware warranties exclude Customer-supplied parts and expendable or personal use items such as batteries, headsets, paper, printer ribbons, cabling or non-Mitel telephone sets.

The foregoing is predicated on Mitel receiving timely written notice of any nonconformity with as much specificity as is known and as soon as Customer becomes aware of such nonconformity, but in any event prior to the expiration of the relevant warranty period. Mitel shall have the right to inspect and test the System to determine, in its reasonable discretion, whether the nonconformity is covered under the applicable warranty.

THE WARRANTIES SET FORTH IN THIS SECTION ARE IN LIEU OF ALL OTHER WARRANTIES OR CONDITIONS, EXPRESS OR IMPLIED, FROM MITEL OR ITS SUPPLIERS. THERE ARE NO OTHER REPRESENTATIONS THAT EXTEND BEYOND THE FACE OF THESE WARRANTIES. ALL OTHER WARRANTIES OR CONDITIONS WHATSOEVER, INCLUDING THE WARRANTY OF MERCHANTABILITY & THE WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE, ARE HEREBY EXCLUDED & DISCLAIMED. MITEL DOES NOT WARRANT THAT THE OPERATION OF THE SYSTEM WILL BE UNINTERRUPTED OR ERROR FREE.

**Disclaimers.** Mitel disclaims any express or implied warranty or condition that the System or any services provided by Mitel prevent toll fraud, unauthorized access, loss or theft of electronic data, or invasion of privacy (collectively, "fraudulent activity"). Mitel shall have no liability to Customer in the event of such fraudulent activity. Customer is advised that the operation of e-911 requires accurate information contained in Customer's database, which Customer is solely responsible for creating and managing.

As a service, Mitel provides a product security advisory, available at [www.mitel.com](http://www.mitel.com). This information is provided in accordance with the terms on the website. Mitel reserves the right to discontinue this service at any time without notice.

*For the purposes of the above warranty, "System" shall mean collectively hardware and software.*