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Symantec warrants that the media on which the Restore Software is distributed will be free from defects for a period of thirty (30) days from the date of purchase of the Appliance. Your sole remedy in the event of a breach of this warranty will be that Symantec will, at its option, replace any defective media returned to Symantec within the warranty period or refund the money you paid for the Restore Software.

Symantec warrants that the Software will perform on the Appliance in substantial compliance with the written documentation accompanying the Appliance for a period of thirty (30) days from the date of purchase of the Appliance. Your sole remedy in the event of a breach of this warranty will be that Symantec will, at its option, repair or replace any defective Software returned to Symantec within the warranty period or refund the money you paid for the Appliance.

Symantec warrants that the hardware component of the Appliance (the "Hardware") shall be free from defects in material and workmanship under normal use and service and substantially conform to the written documentation accompanying the Appliance for a period of three hundred sixty-five (365) days from the date of purchase of the Appliance. Your sole remedy in the event of a breach of this warranty will be that Symantec will, at its option, repair or replace any defective Hardware returned to Symantec within the warranty period or refund the money you paid for the Appliance.

The warranties contained in this agreement will not apply to any Software or Hardware which:

- A. has been altered, supplemented, upgraded or modified in any way; or
- B. has been repaired except by Symantec or its designee.

Additionally, the warranties contained in this agreement do not apply to repair or replacement caused or necessitated by: (i) events occurring after risk of loss passes to You such as loss or damage during shipment; (ii) acts of God including without limitation natural acts such as fire, flood, wind earthquake, lightning or similar disaster; (iii) improper use, environment, installation or electrical supply, improper maintenance, or any other misuse, abuse or mishandling; (iv) governmental actions or inactions; (v) strikes or work stoppages; (vi) Your failure to follow

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applicable use or operations instructions or manuals; (vii) Your failure to implement, or to allow Symantec or its designee to implement, any corrections or modifications to the Appliance made available to You by Symantec; or (viii) such other events outside Symantec's reasonable control.

Upon discovery of any failure of the Hardware, or component thereof, to conform to the applicable warranty during the applicable warranty period, You are required to contact us within ten (10) days after such failure and seek a return material authorization ("RMA") number. Symantec will promptly issue the requested RMA as long as we determine that you meet the conditions for warranty service. The allegedly defective Appliance, or component thereof, shall be returned to Symantec, securely and properly packaged, freight and insurance prepaid, with the RMA number prominently displayed on the exterior of the shipment packaging and with the Appliance. Symantec will have no obligation to accept any Appliance which is returned without an RMA number.

Upon completion of repair or if Symantec decides, in accordance with the warranty, to replace a defective Appliance, Symantec will return such repaired or replacement Appliance to You, freight and insurance prepaid. In the event that Symantec, in its sole discretion, determines that it is unable to replace or repair the Hardware, Symantec will refund to You the F.O.B. price paid by You for the defective Appliance. Defective Appliances returned to Symantec will become the property of Symantec.

Symantec does not warrant that the Appliance will meet your requirements or that operation of the Appliance will be uninterrupted or that the Appliance will be error-free.

In order to exercise any of the warranty rights contained in this Agreement, you must have available an original sales receipt or bill of sale demonstrating proof of purchase with your warranty claim.

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If You are located in North America or Latin America, this Agreement will be governed by the laws of the State of California, United States of America. Otherwise, this Agreement will be governed by the laws of England. This Agreement and any related License Module is the entire agreement between You and Symantec relating to the Appliance and: (i) supersedes all prior or contemporaneous oral or written communications, proposals and representations with respect to its subject matter; and (ii) prevails over any conflicting or additional terms of any quote, order, acknowledgment or similar communications between the parties. This Agreement may only be modified by a License Module or by a written document which has been signed by both You and Symantec. This Agreement shall terminate upon Your breach of any term contained herein and You shall cease use of and destroy all copies of the Software and shall return the Appliance to Symantec. The disclaimers of warranties and damages and limitations on liability shall survive termination. Should you have any questions concerning this Agreement, or if you desire to contact Symantec for any reason, please write: (i) Symantec Customer Service, 555 International Way, Springfield, OR 97477, USA, or (ii) Symantec Customer Service Center, PO BOX 5689, Dublin 15, Ireland.

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