



---

## Limited Warranty and Technical Support Agreement

Congratulations on your purchase of one or more Ixia products. References herein to Ixia products includes both Ixia's and its affiliates' products. Only those Ixia products listed on the invoice that you received from Ixia or its authorized reseller are covered under this Limited Warranty and Technical Support Agreement (this "Warranty Agreement"). If the products come from Ixia, a California corporation ("Ixia U.S."), whether directly or through an authorized reseller, then the term "Ixia," as used herein, means Ixia U.S. If the products come from Ixia Technologies International Limited, a company organized under the laws of Ireland ("Ixia International"), whether directly or through an authorized reseller, then the term "Ixia," as used herein, means Ixia International. By using any of the products that are covered by this Warranty Agreement, you agree to be bound by the terms and conditions set forth herein.

### I. Limited Hardware Warranty

Subject to the exceptions in Section VI below, Ixia provides a limited warranty that covers the hardware and software media (e.g., USB drives) that Ixia ships as part of its products (the "Hardware Warranty"). For the avoidance of doubt, the Hardware Warranty does not cover third party products that are separate and distinct from Ixia products and merely resold by Ixia.

**What Is Covered:** The Hardware Warranty covers only material defects in the hardware and software media shipped as part of Ixia's products (each, a "Defect").

**For How Long:** The Hardware Warranty is effective for twelve (12) months from the date on which Ixia first ships the corresponding product or any part or portion thereof (such time period is referred to herein as the "Initial Hardware Warranty Term"). Further, for each item that is repaired or replaced by Ixia pursuant to the Hardware Warranty, the Hardware Warranty will remain effective for the longer of (i) the remainder of the Initial Hardware Warranty Term and (ii) three (3) months following the date on which Ixia first ships the repaired or replaced item. If you purchase additional hardware functionality during the Hardware Warranty term, including but not limited to adding or changing the configuration of ports, such purchase shall not extend the Hardware Warranty term for the underlying hardware base unit.

**What Ixia Will Do:** Except as otherwise expressly set forth in the paragraph below titled "Advanced Replacement," Ixia's sole obligation under the Hardware Warranty is, at Ixia's option, to either repair or replace the hardware or software media that contains the Defect, or refund (or cause the authorized reseller to refund) the purchase price of the corresponding Ixia product in exchange for your return of that product. Ixia may use refurbished items and/or substantially similar items to satisfy its obligations hereunder.

**What You Must Do:** If, during the applicable Hardware Warranty term, you believe you have discovered a Defect, please contact Ixia Customer Support using one of the methods listed online at [support.ixiacom.com](http://support.ixiacom.com). Ixia Customer Support may require some or all of the following information in order to assist in resolving your problem:

- Model number of the hardware.
- Serial number of the hardware.
- Software version.
- Software license key number or registration information.
- Detailed problem description.



## Limited Warranty and Technical Support Agreement

---

- Customer name and telephone number, and an address to where any repaired or replaced hardware is requested to be shipped.

If Ixia Customer Support believes that there is a Defect in the hardware or software media that is covered by the Hardware Warranty and Ixia Customer Support cannot resolve that Defect remotely, then Ixia Customer Support will issue you a Return of Material Authorization (“RMA”) number. Any item that is returned without an RMA number may be refused by Ixia and returned to you at your sole cost and expense.

All defective hardware and software media that is returned to Ixia must be shipped in its original packaging (including any antistatic bags) to the shipping address specified by Ixia Customer Support. Hardware packaged incorrectly may be damaged in shipping, which will invalidate the Hardware Warranty with respect to that item and may cause you to incur a repair or replacement charge. **THE ASSIGNED RMA NUMBER MUST BE CLEARLY POSTED ON THE OUTSIDE OF THE BOX.** You are solely responsible for all packing, shipping, insurance costs, taxes, tariffs, and duties (collectively, “Shipping Costs”) due in connection with your return of any item, and you assume the risk of loss and damage for all such items in transit to the shipping address specified by Ixia Customer Support. Except as otherwise provided below, Ixia is solely responsible for all Shipping Costs due in connection with Ixia’s return of any repaired or replacement item under the Hardware Warranty, and Ixia assumes the risk of loss and damage for all such items in transit to your return address. If Ixia must return any repaired or replacement item to a location outside of the United States of America, then the foregoing sentence will not apply and, instead, the transportation terms will be DAT (Incoterms 2010), the first terminal or port of entry in the destination country, and you will be responsible for all taxes, tariffs, and duties due in connection with the importation of that item into the destination country. Title to any replacement items will transfer to you when risk of loss transfers from Ixia to you pursuant to the foregoing. If Ixia must return any repaired or replacement item to a country that is different from the country in which the item was originally purchased, then Ixia may, at its option, charge you for any additional costs incurred by Ixia as a result of that change. If a returned item is determined by Ixia to not contain a Defect or otherwise not be covered by the Hardware Warranty, then Ixia may, at its option, charge you for any related costs incurred by Ixia, and you will be responsible for the return of that item to you and for all related Shipping Costs.

**IMPORTANT:** Before shipping any hardware in accordance with the instructions above, you must (1) back up the data on any hard drive(s) or on any other storage device(s) in that hardware, (2) remove any confidential, proprietary, or personal information (collectively, “Confidential Information”), (3) remove any removable media, such as DVDs, and (4) de-register all Ixia software licenses that are registered to that hardware. Ixia will not be responsible for any loss of or damage to your data or your removable media. Further, except as expressly set forth in a written agreement that has been signed by Ixia, and to the extent permitted by applicable law, Ixia will have no liability for any use or disclosure of your Confidential Information.

**Advanced Replacement:** Ixia hardware covered by the Hardware Warranty will be entitled to Advanced Replacement if (i) within the ninety (90) day period immediately following the date on which Ixia first ships such hardware, you notify Ixia Customer Support in the manner specified above that such hardware contains a potential Defect, and (ii) Ixia Customer Support issues an RMA number for such hardware. “Advanced Replacement” means that, at your request, Ixia will use commercially reasonable efforts to initiate shipment of replacement hardware within two (2) business days following Ixia’s issuance of such RMA. If you make use of Advanced Replacement, you must return the hardware that contains the potential Defect (the “Defective Hardware”) to Ixia as instructed above within fifteen (15) days following your receipt of the replacement hardware, or you will be charged (and hereby agree to pay) Ixia’s then-current, applicable list price for the replacement hardware. Ownership of the Defective Hardware will transfer to Ixia upon Ixia’s receipt thereof. You acknowledge that the replacement hardware may be refurbished hardware and/or may be a different model than the Defective Hardware (so long as it is a substantially similar model).

## II. Limited Software Warranty

Subject to the exceptions in Section VI below, Ixia provides a limited warranty with respect to its Software (the “Software Warranty”). The term “Software” refers to software and firmware programs that are provided to you by Ixia, but excludes any Third Party Software. The term “Third Party Software” refers to third party software programs that are provided to you by Ixia but that are separate and distinct from Ixia’s proprietary software (e.g., a third party operating system or antivirus program).

**What Is Covered:** The Software Warranty only covers the most current General Availability (GA) version of the Software and the most current Early Adopter (EA) version of the Software. Further, the Software Warranty only covers programming defects and errors in the Software that materially and adversely affect the operation of the Software in accordance with its documentation (each, an “Error”). The Software Warranty does not cover Third Party Software.

**For How Long:** The Software Warranty is effective for twelve (12) months from the Delivery Date (such time period is referred to herein as the “Initial Software Warranty Term”). The term “Delivery Date,” as used herein, means the



## Limited Warranty and Technical Support Agreement

---

first date on which Ixia (i) has shipped the media containing the corresponding Software or has made it available for electronic download and (ii) has provided you with any required license key needed to download, install, and/or activate such Software.

**What Ixia Will Do:** Ixia's sole obligation under the Software Warranty is to use commercially reasonable efforts to correct or provide a work around for each Error.

**What You Must Do:** If, during the applicable Software Warranty term, you believe you have discovered an Error, please contact Ixia Customer Support using one of the methods listed online at support.ixiacom.com. Ixia Customer Support may require some or all of the following information in order to assist in resolving your problem:

- Software version.
- Software license key number or registration information.
- Model number of corresponding hardware.
- Serial number of corresponding hardware.
- Detailed problem description.
- Customer name, address, and telephone number.

**Third Party Software:** All Third Party Software is provided by Ixia "AS IS" and with no warranty. However, Third Party Software may be covered by a separate warranty provided by the third party licensor of that software. Further, if any Ixia hardware or Software product fails to operate substantially in accordance with its documentation as the result of any defect in any Third Party Software, then Ixia will use commercially reasonable efforts to obtain a remedy for that defect, provided that such Ixia hardware or Software product (i) is covered under the Hardware Warranty or Software Warranty (as applicable), and (ii) is designated by Ixia as compatible with that Third Party Software. For assistance with any such defect, please contact Ixia Customer Support using one of the methods listed at support.ixiacom.com.

### III. Technical Support

Subject to the product-specific exceptions in Section VI below, Ixia will provide you with technical support services to assist you with the installation, operation, and/or configuration of each Ixia product that you have purchased or licensed, and to assist you with any Defects or Errors that you believe you have identified ("Technical Support"). Technical Support will only be provided for so long as that product is covered under the Hardware Warranty or Software Warranty (as applicable), and you must be registered with Ixia as the original owner/licensee of that product to receive Technical Support. Except as otherwise determined by Ixia in its sole discretion, all Technical Support will be provided remotely (e.g., via telephone and/or email, or through Ixia's website). Further, except as expressly set forth in Section V below or as otherwise determined by Ixia in its sole discretion, Technical Support will only be provided during the hours specified on our website at support.ixiacom.com ("Business Hours") for the region in which the applicable Ixia Support Center is located. To locate the applicable contact information for Ixia Customer Support, or to access any online Technical Support resources available with respect to the Ixia product that you have purchased or licensed, please visit that website.

### IV. Software Updates

Subject to the exceptions in Section VI below, Ixia will make available to you all Updates for Software that you have licensed for so long as that Software is covered under the Software Warranty. The term "Updates" refers to modifications, enhancements, and upgrades to Software that Ixia makes generally available, at no additional fee, to its other customers who are covered by the same Software Warranty. For the avoidance of doubt, the term "Updates" does not include any modifications, enhancements, or upgrades to Software that are licensed separately for an additional fee. All Updates and Error corrections provided for Software pursuant to this Warranty Agreement will constitute part of that Software and are provided to you under the terms of the applicable software end user license agreement for that Software.

### V. Additional Services

You may purchase, for an additional fee, the services described below in this Section V (individually and collectively, the "Additional Services") to supplement the warranties, support, and services described above. Ixia may, in its sole discretion, not offer or cease offering any of the Additional Services for any products. Notwithstanding anything in this Warranty Agreement to the contrary, for so long as a product is covered by the Additional Services, that product shall also be covered by, as applicable, the Hardware Warranty, the Software Warranty, Technical Support, and Updates.



## Limited Warranty and Technical Support Agreement

---

**Essential Support:** For each Ixia product covered by Essential Support, Ixia will use commercially reasonable efforts to respond to each of your requests for Technical Support regarding that product within two (2) Business Hours following Ixia's initial receipt of that request. For so long as an Ixia hardware product is covered by Essential Support, that product will be eligible for Advanced Replacement. Use of Advanced Replacement is conditioned upon the issuance of an RMA number for that product by Ixia Customer Support.

**Enterprise 24x7 Support:** For each Ixia product covered by Enterprise 24x7 Support, (i) Ixia will use commercially reasonable efforts to respond to each of your requests for Technical Support regarding that product within two (2) hours following Ixia's initial receipt of that request, and (ii) a senior Ixia Support Advocate (either Director level or above) will, at your request and up to once per calendar quarter, meet with you at the time and location agreed upon by you and Ixia (a "Support Advocate Meeting") to discuss your existing and closed Technical Support cases with respect to that product, any proposals you may have for Ixia to improve its support services, and any recent or anticipated improvements to Ixia's support services that may benefit you. Support Advocate Meeting rights for a particular calendar quarter expire at the end of that calendar quarter and may not be accrued or rolled over to subsequent quarters. For so long as an Ixia hardware product is covered by Enterprise 24x7 Support, that product will be eligible for Advanced Replacement. Use of Advanced Replacement is conditioned upon the issuance of an RMA number for that product by Ixia Customer Support.

## VI. Exceptions

**BreakingPoint Software Products:** You will only be entitled to Technical Support and Updates for the BreakingPoint Software that you have licensed if, and for so long as, that Software is covered by an Application Threat Intelligence ("ATI") subscription. An ATI subscription also entitles you to StrikePack Updates. StrikePack Updates contain new security attacks and application protocols for BreakingPoint Software. You must pay an additional fee for an ATI subscription.

**BreakingPoint Hardware Products:** For so long as your BreakingPoint hardware product is covered by the Hardware Warranty, that product will be eligible for Advanced Replacement. Use of Advanced Replacement is conditioned upon the issuance of an RMA number for that hardware by Ixia Customer Support.

**IxCatapult Products:** For all IxCatapult products that are delivered to you outside of Japan, both the Initial Hardware Warranty Term and the Initial Software Warranty Term shall be three (3) months in length.

**ThreatARMOR Products:** ThreatARMOR products are not covered by either the Hardware Warranty or the Software Warranty unless such products are also covered by either Essential Support or Enterprise 24x7 Support. Further, Essential Support and Enterprise 24x7 Support for a ThreatARMOR product must be purchased together with an ATI subscription. You must pay additional fees for Essential Support, Enterprise 24x7 Support, and the bundled ATI subscriptions.

**TradeView Products:** You will not receive any Updates to the Market Data Feeds Decoder for any TradeView products that you have purchased unless you have an active Feed Decoder subscription. You must pay an additional fee for a Feed Decoder subscription.

**Mobile Applications:** From time to time, Ixia may make one or more mobile software applications ("Apps") available for use in conjunction with one or more of the Ixia products. Apps may be made available through the Apple App Store, the Google Play Store, or otherwise. All Apps are provided "AS IS," and you shall not be entitled to any warranty, support, or software updates of any kind with respect thereto.

**Regional Product Deliveries:** The Initial Hardware Warranty Term and the Initial Software Warranty Term shall be extended by two (2) months for all Ixia products that are first delivered to an end user located in one of the countries identified in the list below.

Countries: Brazil, Colombia, Argentina, Peru, Venezuela, Chile, Ecuador, Guatemala, Cuba, Haiti, Bolivia, Dominican Republic, Honduras, Paraguay, Nicaragua, El Salvador, Costa Rica, Panama, Uruguay

## VII. Coverage Limitations

**WHAT IS NOT COVERED:** NOTWITHSTANDING ANYTHING IN THIS WARRANTY AGREEMENT TO THE CONTRARY and in addition to all other limitations set forth in this Warranty Agreement, the Hardware Warranty, Software Warranty, Technical Support, Updates, any Additional Services that you have purchased, and any other services identified herein that you have purchased (collectively, the "Services") do not cover:

- Products with missing or altered serial numbers.
- Hardware products that have been opened, or for which any of the security screws have been removed, without Ixia's prior authorization.



## Limited Warranty and Technical Support Agreement

---

- Products for which Ixia (or Ixia's authorized reseller, if applicable) has not received full payment in accordance with the applicable payment terms.
- Lost or stolen products.
- Non-serialized accessories, such as cables, baffles, and mounting brackets (unless the corresponding Ixia hardware base unit for such item is covered under the Hardware Warranty, in which case Ixia's sole obligation shall be to use commercially reasonable efforts to provide the Services for such item).
- Problems that result from:
  - external causes such as accident, abuse, misuse, or problems with electrical power;
  - servicing not authorized by Ixia;
  - installation or usage that is not in accordance with the corresponding documentation provided by Ixia;
  - failure to perform commercially reasonable preventative maintenance; or
  - use of accessories, parts, components, or software not supplied by Ixia.
- Problems that are first reported after the effective period of the applicable Services.
- The physical installation or physical deployment of any products.

**Repairs Do Not Extend Warranty Periods:** Except as otherwise expressly provided above with respect to hardware products, the effective periods of the Services will not be extended as the result of any repairs, replacements, Error corrections, or Software updates provided hereunder.

**Not Transferable:** Only the original end user authorized by Ixia to use the Ixia product(s) may receive the corresponding Services. None of the Services may be assigned or transferred, directly or indirectly, by operation of law or otherwise. Upon any transfer of an Ixia product to a third party, all corresponding Services will terminate automatically. Any such termination will not affect any amounts due from you hereunder, and you will not be entitled to any refund of any pre-paid amounts as a result of any such termination.

**Services Provided in English:** Except as otherwise determined by Ixia in its sole discretion, all Services shall be provided in the English language only.

**Breaches and Violations of Law:** Ixia shall have no obligation to perform any Services hereunder if you or any of your affiliates are in breach of any agreement with Ixia or any of its affiliates, or if such performance would constitute a violation of any applicable law.

**Force Majeure:** Ixia shall not be liable for failing to perform any of its obligations under this Warranty Agreement if such failure is due to a cause beyond Ixia's reasonable control.

### VIII. Other Limitations

**DISCLAIMER OF WARRANTIES:** TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, EXCEPT AS EXPRESSLY SET FORTH HEREIN, ALL HARDWARE, SOFTWARE, SOFTWARE MEDIA, THIRD PARTY HARDWARE, THIRD PARTY SOFTWARE, AND SERVICES PROVIDED BY IXIA OR ITS RESELLERS AS PART OF OR IN CONNECTION WITH ANY IXIA PRODUCT, OR IN CONNECTION WITH THIS WARRANTY AGREEMENT (COLLECTIVELY, THE "IXIA DELIVERABLES"), ARE PROVIDED "AS IS", AND IXIA AND ITS SUPPLIERS AND LICENSORS DO NOT MAKE AND SPECIFICALLY DISCLAIM ALL EXPRESS AND IMPLIED WARRANTIES OF EVERY KIND RELATING TO THE IXIA DELIVERABLES AND/OR USE OF THE IXIA DELIVERABLES (INCLUDING, WITHOUT LIMITATION, ACTUAL AND IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT), AS WELL AS ANY WARRANTIES THAT THE IXIA DELIVERABLES (OR ANY ELEMENTS THEREOF) WILL ACHIEVE A PARTICULAR RESULT OR WILL BE UNINTERRUPTED OR ERROR-FREE.

**LIMITATIONS ON LIABILITY:** TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT WILL IXIA BE LIABLE UNDER ANY THEORY OF LIABILITY FOR ANY CONSEQUENTIAL, INDIRECT, INCIDENTAL, SPECIAL, PUNITIVE, OR EXEMPLARY DAMAGES OF ANY KIND, INCLUDING, WITHOUT LIMITATION, DAMAGES ARISING FROM LOSS OF PROFITS, REVENUE, DATA, OR USE, OR FROM INTERRUPTED COMMUNICATIONS OR DAMAGED DATA, OR IN CONNECTION WITH CUSTOMER'S ACQUISITION OF SUBSTITUTE GOODS OR SERVICES, OR ANY SUCH DAMAGES ARISING FROM BREACH OF CONTRACT OR WARRANTY, OR FROM NEGLIGENCE OR STRICT LIABILITY, EVEN IF IXIA OR ANY OTHER



## Limited Warranty and Technical Support Agreement

---

PERSON HAS BEEN ADVISED OR SHOULD KNOW OF THE POSSIBILITY OF SUCH DAMAGES. WITHOUT LIMITING THE FOREGOING, IXIA'S MAXIMUM AGGREGATE LIABILITY IN CONNECTION WITH THIS WARRANTY AGREEMENT AND/OR IN CONNECTION WITH ANY IXIA DELIVERABLES (OR YOUR LICENSING, PURCHASE, OR USE THEREOF) WILL NOT EXCEED THE TOTAL AMOUNT PAID BY YOU FOR THE CORRESPONDING IXIA PRODUCT(S). THE FOREGOING LIMITATIONS WILL APPLY NOTWITHSTANDING ANY FAILURE OF ESSENTIAL PURPOSE OF ANY LIMITED REMEDY.

**Unauthorized Persons Cannot Change Terms:** Additional statements by agents, employees, or resellers of Ixia do not constitute warranties by Ixia, do not bind Ixia, and may not be relied upon. This Warranty Agreement may only be amended by a written agreement signed by both parties.

**Export Restrictions:** You may not export, re-export, or transfer, directly or indirectly, any items or technical data received from Ixia to any country or user to which such export, re-export, or transfer is restricted by the laws or regulations of any country without first obtaining all required governmental licenses, authorizations, certifications, and approvals. Prior to any such export, re-export, or transfer to a foreign end user or foreign country, you must consult with Ixia to determine if export authorization is required for that end user or destination. You hereby agree that authorization is required for such exports, re-exports, and transfers unless Ixia represents to you in writing that no such authorization is required. Failure of Ixia to respond to any such inquiry shall not be taken as a representation by Ixia that no such governmental approval is required. Ixia shall be under no obligation to respond to such inquiries from you or to respond to such inquiries in any particular timeframe. Ixia may, in its sole discretion, require you to provide an end user certificate and/or an export license prior to Ixia's delivery of any item or technical data hereunder.

**Governing Law and Jurisdiction:** This Warranty Agreement and the rights and obligations of the parties hereunder will be governed by and construed in accordance with the laws of the jurisdiction in which Ixia is incorporated (the "Territory"), without giving effect to principles of conflicts of law. THIS WARRANTY AGREEMENT WILL NOT BE GOVERNED OR INTERPRETED IN ANY WAY BY REFERRING TO ANY LAW BASED ON THE UNIFORM COMPUTER INFORMATION TRANSACTIONS ACT (UCITA), EVEN IF THAT LAW HAS BEEN ADOPTED IN THE TERRITORY, AND THE UNITED NATIONS CONVENTION ON CONTRACTS FOR THE INTERNATIONAL SALE OF GOODS IS HEREBY EXCLUDED. The parties hereby submit to the exclusive jurisdiction of the courts in the Territory with respect to any disputes that arise out of or relate to this Warranty Agreement or any goods or services provided hereunder.

**Termination:** If any software end user license agreement governing your use of Software expires or is terminated for any reason, Ixia may terminate this Warranty Agreement with respect to the corresponding Ixia products by providing you with written notice of termination. Any such termination will not affect any amounts due from you hereunder, and you will not be entitled to any refund of any pre-paid amounts as a result of any such termination.

**Severability:** If any provision of this Warranty Agreement is held to be invalid or unenforceable by a court of competent jurisdiction, the remaining provisions of this Warranty Agreement will remain in full force and effect, and the provision affected will be construed so as to be enforceable to the maximum extent permissible by applicable law.

**Survival:** This Section VIII of this Warranty Agreement will survive any expiration or termination of this Warranty Agreement for any reason and continue in full force and effect in perpetuity.

## IX. Renewals

You may renew the Services for one or more additional, successive terms, subject to your payment of the applicable renewal fees and subject to the following conditions and limitations:

- Renewal fees and renewal term lengths will be as determined by Ixia from time to time in its sole discretion.
- Renewal terms must be continuous with no gaps in coverage. Any reinstatement of coverage after a gap in coverage is subject to Ixia's approval and, if granted, you may be required to pay an additional reinstatement charge, as determined by Ixia.
- Except as otherwise set forth in a written agreement signed by Ixia, all of the terms, conditions, and limitations set forth in this Warranty Agreement will apply with respect to each such renewal.
- Certain Services may only be renewed together with certain other Services. Please contact the Ixia Support Renewals team at [renewals@ixiacom.com](mailto:renewals@ixiacom.com) or your account representative for an explanation of these dependencies.
- Notwithstanding anything in this Warranty Agreement to the contrary, on and after the End-of-Development Date for an Ixia product, Ixia may refuse to provide code changes to correct Errors in that product. Such End-of-Development Dates are set forth in Ixia's End of Life Policy, which is posted at [support.ixiacom.com](http://support.ixiacom.com).



## Limited Warranty and Technical Support Agreement

---

- Ixia may, at any time and in its sole discretion, cease offering renewal terms for any of the Services, refuse to renew any of the Services, or condition any such renewal upon your acceptance of terms and conditions that are in addition to, or different than, the terms and conditions set forth in this Warranty Agreement.

\*\*\*