

Product End-of-Sale Policy

I. Definitions

1. End-of-Sale date: Last calendar date on which Allied Telesis, Inc. will sell said product and/or a support contract for said product to the general public. End-of-Sale date will be unique to each product and will be effective in accordance with the Notice requirements published in this policy. In the case of Third Party branded products, unless published sooner, their Allied Telesis, Inc. End-of-Sale date will be no later than the date on which the Third Party stops selling said product to the general public.
2. End-of-Software Support date: Last calendar date on which Allied Telesis, Inc. will create software fixes for said product. End-of-Software Support date will be unique to each product and will be effective in accordance with the Notice requirements published in this policy. In the case of Third Party branded products, unless published sooner, their Allied Telesis, Inc. End-of-Software Support date will be no later than the date on which the Third Party stops supporting software for said product for the general public. This date is typically two (2) years after the End-of-Sale date.
3. End-of-Life date: Last calendar date on which Allied Telesis, Inc. will support said product. End-of-Life date will be unique to each product and will be effective in accordance with the Notice requirements published in this policy. In the case of Third Party branded products, unless published sooner, their Allied Telesis, Inc. End-of-Life date will be no later than the date on which the Third Party stops supporting said product for the general public. This date is typically five (5) years after the End-of-Sale date.
4. Allied Telesis branded product: Hardware, software, embedded code, source code and all other associated technical capabilities which are marketed and sold by Allied Telesis, Inc. under the Allied Telesis brand name.
5. Third-Party branded product: Hardware, software, embedded code, source code and all other associated technical capabilities which are sold and/or supported by Allied Telesis, Inc. under a brand name other than Allied Telesis.
6. Valid support contract: A contractual obligation to support the ongoing use of a current product on payment and all other terms.
7. TAC: Technical Assistance Center operated by and/or on behalf of Allied Telesis, Inc..
8. Approved Source: Means (a) Allied Telesis, Inc., OR (b) reseller duly authorized by Allied Telesis, Inc. to sell specified product(s), OR (c) any party properly permitted by said reseller to sell specified product(s) in accordance with the authority granted to them by Allied Telesis, Inc.. Allied Telesis, Inc. reserves the right to limit said authorizations to specific product(s) and/or specific geographic territory and/or specific intervals of time.
9. Allied Telesis Terms of Sale: Terms agreed to by Allied Telesis, Inc. and purchaser at the time of sale of product(s) by Allied Telesis, Inc. and/or a duly authorized reseller.
10. Remote Support: Assistance provided over the telephone, video conference, via the internet, via email or any other means that do not involve travel by Allied Telesis, Inc. to the purchaser's site of installation. II. Categories of Personal Data which may be processed.

II. Policy

1. Allied Telesis, Inc. will continue to provide software support on Allied Telesis branded products after their End-of-Sale date. Said support will only be provided in accordance with the terms of a valid support contract with Allied Telesis, Inc., with the limitation that Bug fixes and Maintenance releases are available up to the End-of-Software Support date. Subsequently, software updates may be provided, where available, up to the End-of-Life date.
2. Allied Telesis, Inc. will continue to provide hardware support on Allied Telesis branded products after their End-of-Sale date. Said support will only be provided up to the End-of-Life date and in accordance with the terms of a current and valid support contract with Allied Telesis, Inc.
3. Allied Telesis, Inc. will continue to provide Remote Support on Allied Telesis branded products after their End-of-Sale date. Said support will only be provided up to the End-of-Life date and in accordance with the terms of a valid support contract with Allied Telesis, Inc.

4. Allied Telesis, Inc. will continue to support Third Party branded products after their End-of-Sale date. Said support will only be provided in accordance with the terms of a valid support contract with Allied Telesis, Inc.
5. Customers who do not have a current and valid contract with Allied Telesis, Inc. and who need services after the End-of-Sale date should call 1-800-424-4284. Said services MAY be quoted and provided, at the sole discretion of Allied Telesis, Inc., on an individual case-by-case basis.
6. All warranties on End-of-Sale Allied Telesis products will terminate as stipulated by their original warranty term unless otherwise extended by contract or law.
7. All warranties on Third Party products will continue to derive from and operate under the terms provided by their manufacturer. Allied Telesis, Inc. will not be responsible for warranty support of Third Party products.

III. Notice

1. Allied Telesis branded products: Allied Telesis, Inc. will issue a 90 (ninety) day notice prior to the End-of-Sale date. Said notice will be published on the Allied Telesis, Inc. website and will include the End-of-Software Support date and the End-of-Life date.
2. Third-Party branded products: Allied Telesis, Inc. will issue a 30 (thirty) day notice prior to the End-of-Sale date. Said notice will be published on the Allied Telesis, Inc. website and will include the End-of-Software Support date and the End-of-Life date.

IV. Disclaimers, Restrictions and Other Limitations

1. Allied Telesis, Inc., at its sole discretion, reserves the right to design, manufacture, sell, install and support any product at any time after its End-of-Sale date.
2. Allied Telesis, Inc., at its sole discretion, reserves the right to sell services and contracts to support any product at any time after its End-of-Sale date.
3. Allied Telesis, Inc., at its sole discretion, may deny obligations outlined under this policy to products not registered in accordance with the Allied Telesis Standard Terms of Sale.
4. Allied Telesis, Inc., at its sole discretion, may deny obligations outlined under this policy to products not purchased from an Approved Source.
5. Allied Telesis, Inc., at its sole discretion, may choose to terminate the support contract for a product after its End-of-Sale date. Said termination will be in accordance with the terms outlined in the contract.
6. Allied Telesis, Inc., at its sole discretion, may choose to provide notice of End-of-Sale in a form, shape and manner other than publication on its website.
7. Where applicable, the Allied Telesis Standard Terms of Sale and the Allied Telesis Software End User License are incorporated by reference into this document.

V. Limitation of Liability, Damages and Other Losses

1. Allied Telesis, Inc. bears no liability for the failure of any party to receive notice of End-of-Sale, for any reason whatsoever.
2. Notwithstanding anything else to the contrary, all liability of Allied Telesis Inc. and its affiliates, officers, directors, employees, agents, suppliers and licensors, collectively or individually, to parties shall not exceed the price paid to an Approved Source for purchase of the product. This limitation of liability is cumulative and not per incident.
3. Notwithstanding anything else to the contrary, Allied Telesis, Inc. has no duty, obligation or liability under this policy to parties who have not purchased the product from an Approved Source.
4. Notwithstanding anything else to the contrary, Allied Telesis Inc. and its affiliates, officers, directors, employees, agents, suppliers and licensors, collectively or individually, shall not be liable under this policy for any lost revenue, profit or lost or damaged data, business interruption, loss of capital or for special, indirect, consequential, incidental, or punitive damages however caused and regardless of the theory of liability or whether arising out of the use of or inability to use the product or otherwise and even if Allied Telesis Inc and its affiliates, officers, directors, employees, agents, suppliers and licensors have been advised of the possibility of such damages.
5. The above limitation or exclusion of consequential or incidental damages may not apply in some States or jurisdictions.
6. The foregoing exclusions may not apply to any liability arising out of or in connection with (i) death or personal injury, (ii) fraudulent misrepresentation, or (iii) any terms that cannot be excluded under applicable law.
7. All parties acknowledge and agree that Allied Telesis Inc has set its prices and entered into business with them in reliance upon the disclaimers and the limitations of liability set forth herein, that the same reflect an allocation of risk between the parties (including the risk that a contract remedy may fail of its essential purpose and cause consequential loss), and that the same form an essential basis of the bargain between the parties

VI. Governing Laws

1. This policy is controlled by and construed under the laws of the State of California, United States of America, notwithstanding any conflicts of law provisions; and the state and federal courts of California shall have exclusive jurisdiction over any claim arising thereunder.
2. This policy has been written in the English language, and all parties agree that the English version will govern.

VII. Survivability

1. Notwithstanding anything else to the contrary, products supplied by Allied Telesis Inc. shall continue to be subject to export controls under the laws and regulations of the United States (U.S.) and those of any other applicable country, even after the End-of-Sale date. All parties shall comply with such laws and regulations governing export, re-export, import, transfer and use of Allied Telesis Inc products and will obtain all required U.S. and local authorizations, permits, or licenses.
2. Notwithstanding anything else to the contrary, products supplied by Allied Telesis Inc. shall be subject to trade secret, copyright, patent and other intellectual property protections under the laws and regulations of the United States (U.S.) and those of any other applicable country, even after the End-of-Sale date. All parties shall comply with such protections and must obtain all required authorizations and licenses.

VIII. United States Government End-User

1. All End-of-Sale products purchased for and/or by a United States Government End User in accordance with the Federal Acquisition Regulations (F.A.R.) shall be governed by relevant sections of said regulations and other applicable laws, if purchased from an Approved Source.
2. If you are a United States Government End User of Allied Telesis, Inc. products, please contact 1-800-424-4284 with questions about support for your End-of-Sale product(s).