



# Open Text Inc. Hardware Limited Warranty

**IMPORTANT: PLEASE READ THIS LIMITED WARRANTY CAREFULLY TO UNDERSTAND YOUR RIGHTS AND OBLIGATIONS!**

As used herein:

- “Hardware Device” means any hardware product delivered by Open Text Inc. (including its authorized agents, affiliates, suppliers, employees, or representatives, collectively “Open Text”) to you.
- You” or “Your” means either the single individual or legal entity that orders from Open Text a Hardware Device.

## **1. WARRANTY: What is covered under this limited warranty and for how long?**

**1.1. Express Warranty.** Subject to the terms and conditions of this Limited Warranty and in lieu of any other (if any) express warranties, Open Text warrants that under normal use and service, on the date of acquisition as shown on Your receipt or similar proof of payment for the period of time stated below for the applicable Hardware Device (hereafter each defined as the Warranty Period), that the Hardware Device will substantially conform with the accompanying Open Text packaging and documentation. As to any defects discovered after the Warranty Period, there is no warranty or condition of any kind.

Warranty Period	Hardware Device
Three (3) years from purchase date set forth on Your packing slip or Open Text invoice*	OpenText™ EnCase® Jump Start
If You purchased an Extended Warranty Period, as set forth on Your packing slip or Open Text invoice, the applicable Warranty Period for Your Hardware Device shall be as expressly set forth on such packing slip or Open Text invoice.	

The express warranty stated above is the only express warranty made to You with respect to Your Hardware Device and is provided in lieu of all other express or implied warranties and conditions (except for any non-disclaimable implied warranties that exist), including any created by any other documentation or packaging. No information or suggestions (oral or in a record) given by Open Text, its agents, affiliates, suppliers, employees, or agents, shall create a warranty or condition or expand the scope of this Limited Warranty. The applicable Warranty Period is not extended if we repair or replace a warranted Hardware Device or any parts thereto. Open Text may change the availability of limited warranties, at its sole discretion, but any changes will not be retroactive.

**1.2. Third Party Warranties.** In the event a Third Party manufacturer, other than Open Text, of a particular component included in a Hardware Device provides an express warranty period for such component that extends beyond the applicable Warranty Period set forth above for Your Hardware Device, Open Text may use reasonable efforts to assist You in obtaining service through the original Third Party manufacturer’s warranty.

**1.3. Limitation on Duration of Implied Warranties.** You may also have an implied warranty and/or condition under the laws of some jurisdictions, which is hereby limited to the duration of the Warranty Period. Some jurisdictions do not allow limitations on how long an implied warranty or condition lasts, so the foregoing limitation may not apply to You. THIS WARRANTY GIVES YOU SPECIFIC LEGAL RIGHTS, AND YOU MAY ALSO HAVE OTHER RIGHTS WHICH VARY FROM STATE TO STATE (OR JURISDICTION TO JURISDICTION). Where any term of this Limited Warranty is prohibited by such laws, it shall be null and void, but the remainder of the Limited Warranty shall remain in full force and effect if its allocation of risks is not materially disturbed.

**2. EXCLUSION OF OTHER DAMAGES: Certain other damages that You may experience are expressly not covered by this Limited Warranty.**

TO THE FULL EXTENT ALLOWED BY LAW, OPEN TEXT AND ITS SUPPLIERS, AFFILIATES, AND AGENTS ARE NOT LIABLE FOR ANY: (I) CONSEQUENTIAL OR INCIDENTAL DAMAGES; (II) DAMAGES OR LOSS OF ANY NATURE WHATSOEVER RELATING TO LOST PROFITS, BUSINESS

INTERRUPTION, LOSS OF DATA OR PRIVACY OR CONFIDENTIALITY, ANY INABILITY TO USE ALL OR PART OF THE HARDWARE DEVICE OR RELATED SOFTWARE, PERSONAL INJURY, OR ANY FAILURE TO MEET ANY DUTY (INCLUDING BUT NOT LIMITED TO ANY DUTY OF NEGLIGENCE, GOOD FAITH OR OF WORKMANLIKE EFFORT); OR (III) INDIRECT, SPECIAL, OR PUNITIVE DAMAGES ARISING OUT OF OR RELATING IN ANY WAY TO THE HARDWARE DEVICE OR RELATED SOFTWARE. THE FOREGOING APPLIES EVEN IF OPEN TEXT OR ANY SUPPLIER, AFFILIATE OR AGENT, HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH LOSSES OR DAMAGES; AND EVEN IN THE EVENT OF FAULT, TORT (INCLUDING NEGLIGENCE), STRICT OR PRODUCT LIABILITY, MISREPRESENTATION OR OTHER REASON.

Some jurisdictions do not allow the exclusion or limitation of incidental or consequential damages, so the above limitation or exclusions may not apply to You.

### **3. EXCLUSIONS FROM COVERAGE: What is not covered under this Limited Warranty?**

This Limited Warranty shall not apply, and Open Text has no liability under this Limited Warranty, if the Hardware Device: is modified or tampered with; is damaged by acts of God, power surge, misuse, abuse, negligence, accident, wear and tear, mishandling, misapplication, or other causes unrelated to defects in the Hardware Device or the related Software; is damaged by programs, data, viruses, or files, or during shipments or transmissions; is not used in accordance with the accompanying documentation and use instructions; or is repaired, modified or altered by other than an Open Text authorized repair center and the unauthorized center causes or contributes to any defect or damage. Additionally, this Limited Warranty shall not apply, and Open Text has no liability under this Limited Warranty for any subjective or aesthetic aspects of the Hardware Device; software, including the operating system and software added to a Hardware Device. All software terms are covered in the applicable software license; non-Open Text Third Party branded products and accessories; problems that result from: accident, abuse, misuse, or problems with electrical power; servicing not authorized by Open Text; improper storage, installation application or maintenance; and problems caused by accessories, parts or components not supplied by Open Text; and Hardware Devices and/or products for which Open Text has not received payment. This Limited Warranty does not include any warranty regarding legal rights or abilities, such as any warranty regarding title, quiet enjoyment, or lack of infringement.

### **4. EXCLUSIVE REMEDY FOR WARRANTY: What are Your rights and what should You do if You require warranty service?**

**4.1.** OPEN TEXT'S RESPONSIBILITY FOR MALFUNCTIONS AND DEFECTS IN YOUR HARDWARE DEVICE IS LIMITED TO REPAIR AND REPLACEMENT AS SET FORTH IN THIS LIMITED WARRANTY.

**4.2.** If You experience a problem with Your Hardware Device before the applicable Warranty Period expires, please call Open Text or Your Open Text account representative. Please also have Your Hardware Device serial number or order number available. When You contact us, we will provide You

with instructions and may issue You a Return Material Authorization Number (or similar identifying information) for You to include with Your return of Your Hardware Device. You must return the Hardware Device to us in its original or equivalent packaging, prepay shipping charges, and insure the shipment or accept the risk if the product is lost or damaged in shipment. We will return the repaired or replacement products to You. We will pay to ship the repaired or replaced products to You if You use an address in the United States (excluding Puerto Rico and U.S. possessions and territories). Otherwise, we will ship the product to You freight collect. In order to receive warranty service under this Limited Warranty, you must:

- Submit proof of payment in the form of a bona fide, dated receipt, or invoice (or a copy) evidencing that You are the beneficiary of this Limited Warranty and that Your request for a remedy is made within the Warranty Period;
- Follow Open Text's shipping and other instructions if it determines that all or part of Your Hardware Device requires return;
- Take or deliver the item in either its original packaging or packaging that provides an equal degree of protection to the location specified by Open Text. Failure to follow the above instructions may result in delays, cause You to incur additional charges, or may void Your warranty hereunder altogether.

NOTE: Before you ship the product(s) to us, make sure to back up any data stored on the Hardware Device on a separate storage device. Remove any confidential, proprietary, or personal information and removable media such as floppy disks, CDs, or PC Cards.

OPEN TEXT IS NOT RESPONSIBLE FOR ANY OF YOUR CONFIDENTIAL, PROPRIETARY, OR PERSONAL INFORMATION; LOST OR CORRUPTED DATA; OR DAMAGED OR LOST REMOVABLE MEDIA.

### **4.3. What will Open Text do?**

During the applicable Warranty Period, Open Text will, at its sole option and as Your exclusive remedy under this Limited Warranty and any implied warranties: repair or replace all or part of the defective Hardware Device returned to us that proves to be defective in materials or workmanship. If we are not able to repair the product, we will replace it with a comparable product that is new or refurbished. If we determine that the problem is not covered under this warranty, we will notify You and inform You of service alternatives that are available to You on a fee basis.

The above remedy is subject to the following: Any repaired or replaced Hardware Device will be new or refurbished or serviceably used, comparable in function and performance to the original Hardware Device, and may include Third Party items; any Hardware Device repaired or replaced under this Limited Warranty will be warranted for the remainder of the original Warranty Period or 30 days from the date of shipment of the item back to You, whichever is longer. Except as otherwise required by legislation in Your jurisdiction, costs associated with transport (including packaging) for warranty service shall be at Your expense; and Open Text does not provide any warranties regarding any other services provided under this Limited Warranty and disclaims all duties (if any) of workmanlike effort or of lack of negligence regarding such services.

Cross shipment: In the event that we determine that individual component replacement is an option (customer field repair), we may provide cross-shipment of replacement components. When you contact us, we will require a valid credit card number at the time You request a replacement part, but we will not charge You for the replacement part as long as You return the original part to us within 30 days after we ship the replacement part to You. If we do not receive the original part within 30 days, we will charge to Your credit card the then current standard price for that part. We will pay to ship the part to You if You use an address in the United States, (excluding Puerto Rico and U.S. possessions and territories). Otherwise, we will ship the part freight collect.

NOTE: Before You replace parts, make sure to back up any data stored on the Hardware Device on a separate storage device. Remove any confidential, proprietary, or personal information and removable media such as floppy disks, CDs, or PC Cards. OPEN TEXT IS NOT RESPONSIBLE FOR ANY OF YOUR CONFIDENTIAL, PROPRIETARY, OR PERSONAL INFORMATION; LOST OR CORRUPTED DATA; OR DAMAGED OR LOST REMOVABLE MEDIA.

## **5. EXTENDED MAINTENANCE CONTRACTS: What if I purchased an Extended Maintenance Contract?**

If You purchased an extended hardware maintenance and/or service contract from Open Text, then such extended maintenance service will be provided to You under the terms of such Extended Maintenance Contract, which is in addition to and not the same as the Limited Warranty hereunder. Please refer to that specific contract for details on how to obtain service for Your Hardware Device.

## **6. BENEFICIARY/TRANSFER: May I transfer this Limited Warranty?**

To the extent allowed by applicable law, the Limited Warranty is only made to You, the purchaser of the Hardware Device, and there are no Third Party beneficiaries of the Limited Warranty. Except as required by law, this Limited Warranty is not intended for and does not apply to anyone else, including anyone to whom You make any transfer Your Hardware Device. However, in Open Text's sole discretion, You may request in writing to Open Text that this limited warranty on Hardware Devices be transferred if You transfer ownership thereof and Open Text will notify You in writing if such transfer is authorized by Open Text, as determined in Open Text's sole discretion.

## **7. GOVERNING LAW; EXCLUSIVE FORUM.**

All parts of this Agreement (including the Limited Warranty) shall be construed under and controlled by the laws of the State of California, U.S.A., and You irrevocably consent to exclusive jurisdiction and venue in the state and federal courts sitting in Los Angeles County, CA.

## About OpenText

OpenText enables the digital world, creating a better way for organizations to work with information, on-premises or in the cloud. For more information about OpenText (NASDAQ/TSX: OTEX), visit [opentext.com](https://opentext.com).

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