Hewlett Packard Enterprise

Software End User License Agreement and Hardware Limited Warranty for HPE Aruba Networking

This document contains proprietary information, which is protected by copyright. No part of this document may be photocopied, reproduced, or translated into another language without the prior written consent of Hewlett Packard Enterprise.

In the event of a conflict in this document between the version in the officially recognized language for a particular jurisdiction and another version, the version in the officially recognized language for a particular jurisdiction control.

The information in this document is subject to change without notice. Updated information can be found at: HPE Aruba Networking Support Services (hpe.com/us/en/networking/hpe-aruba-networking-support-services.html).

For quick reference in the future, please record the following information:

HPE Product Name (e.g., HPE ANW 8325 switch)
HPE Product Number (e.g., JL857A)
HPE Product Serial Number (e.g., US402YZ0A1)
Date of purchase

If you purchased upgraded or extended warranty coverage, please record the following information:

Level of coverage purchased (e.g., 4-hour on-site, 24x7 phone)
Duration of coverage (e.g., 3 years)
HPE Support Agreement ID (SAID) or other HPE Care Pack or HPE contract reference number
Date of purchase

HPE recommends that you keep a copy of your product proof-of-purchase, such as an invoice, and a copy of any upgraded or extended warranty coverage that you purchased with this booklet.

Attention: Use of the software is subject to the HPE Software license terms set forth below. Using the software indicates your acceptance of these license terms. If you do not accept these license terms, you may return the software for a full refund. If the software is bundled with another product, you may return the entire unused product for a full refund.

End User License Agreement

Please read carefully before using this equipment: This End User License Agreement ("EULA") is a legal agreement between (a) you (either an individual or a single entity) and (b) Hewlett Packard Enterprise Company or in-country legal entity ("HPE") that governs your use of any Software Product, which is either i) installed on or made available by HPE for use with your Hewlett Packard Enterprise Networking product ("HPE Networking Product") or ii) made available as part of the Hewlett Packard Enterprise Networking product portfolio for use on a standalone basis ("HPE Networking Software Product"), that is not otherwise subject to a separate license agreement between you and HPE or its suppliers. Other software may contain a EULA in its online documentation. The term "Software Product" means computer software and may include associated media, printed materials and "online" or electronic documentation. An amendment or addendum to this EULA may accompany the HPE Networking Product or HPE Networking Software Product.

Rights in the software product are offered only on the condition that you agree to all terms and conditions of this EULA. By installing, copying, downloading or otherwise using the software product, you agree to be bound by the terms of this EULA. If you do not accept these license terms, your sole remedy is to return the entire unused product (hardware and software) within 14 days for a refund, subject to the refund policy of your place of purchase.

1. **Applicability.** This end user license agreement (the "Agreement") governs the use of accompanying software, unless it is subject to a separate agreement between you and Hewlett Packard Enterprise Company and its subsidiaries ("HPE"). By downloading, copying, or using the software you agree to this Agreement. HPE provides translations of this Agreement in certain languages other than English, which may be found at: https://www.hpe.com/software/SWLicensing.
2. **Terms.** This Agreement includes supporting material accompanying the software or referenced by HPE, which may be software license information, additional license authorizations, software specifications, published warranties, supplier terms, open-source software licenses and similar content ("Supporting Material"). Additional license authorizations are at: https://www.hpe.com/software/SWLicensing.
3. **Authorization.** If you agree to this Agreement on behalf of another person or entity, you warrant you have authority to do so.
4. **Consumer Rights.** If you obtained software as a consumer, nothing in this Agreement affects your statutory rights.
5. **Electronic Delivery.** HPE may elect to deliver software and related software products or license information by electronic transmission or download.
6. **License Grant.** If you abide by this Agreement, HPE grants you a non-exclusive non-transferable license to use one copy of the version or release of the accompanying software for your internal purposes only and is subject to any specific software licensing information that is in the software product or its Supporting Material. Your use is subject to the following restrictions, unless specifically allowed in Supporting Material:
    a. You may not use software to provide services to third parties.
    b. You may not make copies and distribute, resell or sublicense software to third parties.
    c. You may not download and use patches, enhancements, bug fixes, or similar updates unless you have a license to the underlying software. However, such license doesn't automatically give you a right to receive such updates and HPE reserves the right to make such updates only available to customers with support contracts.
    d. You may not copy software or make it available on a public or external distributed network.
    e. You may not allow access on an intranet unless it is restricted to authorized users.
    f. You may make one copy of the software for archival purposes or when it is an essential step in authorized use.
    g. You may not modify, reverse engineer, disassemble, decrypt, decompile or make derivative works of software. If you have a mandatory right to do so under statute, you must inform HPE in writing about such modifications.

7. **Remote Monitoring.** Some software may require keys or other technical protection measures and HPE may monitor your compliance with the Agreement, remotely or otherwise. If HPE makes a license management program for recording and reporting license usage information, you will use such program no later than 180 days from the date it's made available.
8. **Ownership.** No transfer of ownership of any intellectual property will occur under this Agreement.
9. **Copyright Notices.** You must reproduce copyright notices on software and documentation for authorized copies.
10. **Operating Systems.** Operating system software may only be used on approved hardware and configurations.
11. **90-day Limited Warranty for HPE Software.**
    a. HPE-branded software materially conforms to its specifications, if any, and is free of malware at the time of delivery; if you notify HPE within 90 days of delivery of non-conformance to this warranty, HPE will replace your copy. This Agreement states all remedies for warranty claims.
    b. HPE does not warrant that the operation of software will be uninterrupted or error free, or that software will operate in hardware and software combinations other than as authorized by HPE in Supporting Material. To the extent permitted by law, HPE disclaims all other warranties.
12. **Intellectual Property Rights Infringement.** HPE will defend and/or settle any claims against you that allege that HPE-branded software as supplied under this Agreement infringes the intellectual property rights of a third party. HPE will rely on your prompt notification of the claim and cooperation with our defense. HPE may modify the software so as to be non-infringing and materially equivalent, or we may procure a license. If these options are not available, we will refund to you the amount paid for the affected product in the first year or the depreciated value thereafter. HPE is not responsible for claims resulting from any unauthorized use of the software.
13. **Limitation of Liability.** HPE's liability to you under this Agreement is limited to the amount actually paid by you to HPE for the relevant software, except for amounts in Section 12 ("Intellectual Property Rights Infringement"). Neither you nor HPE will be liable for lost revenues or profits, downtime costs, loss or damage to data or indirect, special or consequential costs or damages. This provision does not limit either party's liability for: unauthorized use of intellectual property, death or bodily injury caused by their negligence; acts of fraud; willful repudiation of the Agreement; or any liability that may not be excluded or limited by applicable law.
14. **Termination.** This Agreement is effective until terminated or in the case of a limited-term license, upon expiration; however, your rights under this Agreement terminate if you fail to comply with it. Immediately upon termination or expiration, you will destroy the software and documentation and any copies or return them to HPE. You may keep one copy of software and documentation for archival purposes. We may ask you to certify in writing you have complied with this section. Warranty disclaimers, the limitation of liability, this section on termination, and Section 15 ("General") will survive termination.

15. **General.**

    a. **Assignment.** You may not assign this Agreement without prior written consent of HPE, payment of transfer fees and compliance with HPE's software license transfer policies. Authorized assignments will terminate your license to the software, and you must deliver software and documentation and copies thereof to the assignee. The assignee will agree in writing to this Agreement. You may only transfer firmware if you transfer associated hardware.

    b. **U.S. Government.** If the software is licensed to you for use in the performance of a U.S. Government prime contract or subcontract, you agree that consistent with FAR 12.211 and 12.212, commercial computer software, computer software documentation and technical data for commercial items are licensed under HPE's standard commercial license.

    c. **Global Trade Compliance.** You agree to comply with the trade-related laws and regulations of the U.S. and other national governments. If you export, import or otherwise transfer products provided under this Agreement, you will be responsible for obtaining any required export or import authorizations. You confirm that you are not located in a country that is subject to trade control sanctions (currently Cuba, Iran, N. Korea, N. Sudan, and Syria) and further agree that you will not retransfer the products to any such country. HPE may suspend its performance under this Agreement to the extent required by laws applicable to either party.

    d. **Audit.** HPE may audit you for compliance with the software license terms. Upon reasonable notice, HPE may conduct an audit during normal business hours (with the auditor's costs being at HPE's expense). If an audit reveals underpayments, then you will pay HPE for such underpayments. If underpayments discovered exceed five (5) percent, you will reimburse HPE for the auditor costs.

    e. **Open-Source Components.** To the extent the Supporting Material includes open-source licenses, such licenses shall control over this Agreement with respect to the open-source component. To the extent Supporting Material includes the GNU General Public License or the GNU Lesser General Public License: (a) the software includes a copy of the source code; or (b) if you downloaded the software from a website, a copy of the source code is available on the same website; or (c) if you send HPE written notice, HPE will send you a copy of the source code for a reasonable fee.

    f. **Notices.** Written notices under this Agreement may be provided to HPE via the method provided in the Supporting Material or if none, via "contact HPE" site on https://www.hpe.com.

    g. **Governing Law.** This Agreement will be governed by the laws of the state of California, U.S.A., excluding rules as to choice and conflict of law. You and HPE agree that the United Nations Convention on Contracts for the International Sale of Goods will not apply.

    h. **Force Majeure.** Neither party will be liable for performance delays nor for non-performance due to causes beyond its reasonable control, except for payment obligations.

    i. **Entire Agreement.** This Agreement represents our entire understanding with respect to its subject matter and supersedes any previous communication or agreements that may exist. Modifications to the Agreement will be made only through a written amendment signed by both parties. If HPE doesn't exercise its rights under this Agreement, such delay is not a waiver of its rights.

16. **Australian Consumers.** If you acquired the software as a consumer within the meaning of the 'Australian Consumer Law' under the Australian Competition and Consumer Act 2010 (Cth) then despite any other provision of this Agreement, the terms at this URL apply: https://www.hpe.com/software/SWLicensing.

17. **Russian Consumers.** If you are based in the Russian Federation and the rights to use the software are provided to you under a separate license and/or sublicense agreement concluded between you and a duly authorized HPE partner, then this Agreement shall not be applicable.

Warranty Questions and Answers

Please refer to the questions and answers document at HPE Aruba Networking frequently asked questions (hpe.com/psnow/doc/a50011621enw?from=app&section=search&isFutureVersion=true)

Hewlett Packard Enterprise Hardware Limited Warranty Statement

General Terms

This HPE Hardware Limited Warranty gives you, the customer, express Limited Warranty rights from HPE, the manufacturer. In addition, you may also have other legal rights under applicable local law or special written agreement with HPE.

HPE makes no other express warranty or condition whether written or oral and HPE expressly disclaims all warranties and conditions not stated in this Limited Warranty. To the extent allowed by the local law of jurisdictions outside the United States, HPE disclaims all implied warranties or conditions, including any implied warranties or conditions of merchantability, merchantable quality, and fitness for a particular purpose. For all transactions occurring in the United States, any implied warranty or condition of merchantability, satisfactory quality, or fitness for a particular purpose is limited to the duration of the express warranty set forth above. Some states or countries do not allow a limitation on how long an implied warranty lasts or the exclusion or limitation of incidental or consequential damages for consumer products. In such states or countries, some exclusions or limitations of this Limited Warranty may not apply to you.

For consumer transactions in Australia and New Zealand, the Limited Warranty terms contained in this statement, except to the extent lawfully permitted, do not exclude, restrict, or modify but are in addition to the mandatory statutory rights applicable to the sale of this product to you.

Hewlett Packard Enterprise Australia Warranty Policy: Your consumer rights

When you buy a good from HPE as a consumer, the good comes with guarantees that cannot be excluded under the Australian Consumer Law. You are entitled to a replacement or refund for a major failure and for compensation for any other reasonably foreseeable loss or damage. You are also entitled to have the goods repaired or replaced if the goods fail to be of acceptable quality and the failure does not amount to a major failure.

The relevant guarantees are as follows:

- **Quality**—goods supplied by HPE must be of acceptable quality. The test for acceptable quality is whether a reasonable consumer, fully aware of the state and condition of the goods, would find them:
  - safe, durable and free from defects
  - acceptable in appearance and finish
  - fit for all the purposes for which goods of that kind are commonly supplied.

  This must take into account the nature and price of the goods, and any statements on packaging or labeling.
- **Disclosed Purpose**—goods or services supplied by HPE that HPE represents are reasonably fit for a purpose expressly disclosed by a consumer must be reasonably fit for that purpose.
- **Description**—goods supplied by HPE must match the description provided by HPE.
- **Sample**—goods supplied by HPE must match any sample shown to you by HPE.
- **Title**—a consumer who purchases a good from HPE must receive clear title to the good.
- **Due care and skill**—services provided to you by HPE must be provided with due care and skill.
- **Express warranties**—HPE will be legally required to comply with the express warranty that is set out in its terms and conditions.
- **Reasonable time**—repair services provided by HPE must be provided within a reasonable time.

If you think that you are entitled to any of the above remedies, please contact HPE:

Hewlett Packard Enterprise Australia Pty Ltd
l353 Burwood Highway
Forest Hill Vic 3131

To initiate a support request, please visit https://www.hpe.com/us/en/contact-hpe.html

For further information on consumer rights visit https://www.consumerlaw.gov.au and https://www.accc.gov.au/consumerguarantees.

The Limited Warranty terms contained in this statement, except to the extent lawfully permitted, do not exclude, restrict, or modify but are in addition to the mandatory statutory rights applicable to the sale of this product to you.

This Limited Warranty is applicable in all countries and may be enforced in any country or region where HPE or its authorized service providers offer warranty service for the same product model number subject to the terms and conditions set forth in this Limited Warranty.

Under the HPE Global Limited Warranty program, products purchased in one country/region may be transferred to another country/region, where HPE or its authorized service providers offer warranty service for the same product model number, without voiding the warranty. Warranty terms, service availability, and service response times may vary from country/region to country/region. Standard warranty service response time is subject to change due to local parts availability. HPE or your local HPE authorized service provider can provide you with details.

HPE is not responsible for any tariffs or duties that may be incurred in transferring the products. Transfer of the products may be covered by export controls issued by the United States or other governments.

This Limited Warranty applies only to the original bona fide end user that purchased genuine HPE branded hardware products (referred to in this Limited Warranty as "HPE Networking Hardware Products") sold by or leased from Hewlett Packard Enterprise Company, its worldwide subsidiaries, affiliates, authorized resellers, or country distributors (collectively referred to in this Limited Warranty as "HPE") with this Limited Warranty. The term "HPE Networking Hardware Product" is limited to the hardware components. The term "HPE Networking Hardware Product" DOES NOT include any software applications or programs, non-HPE products, or non-HPE branded accessories.

HPE warrants that the HPE Networking Hardware Products that you have purchased or leased from HPE are free from defects in materials or workmanship under normal use during the Limited Warranty Period. The Limited Warranty Period starts on the date of purchase or lease from HPE, or from the date HPE completes installation. Your dated sales or delivery receipt, showing the date of purchase or lease of the product, is your proof of the purchase or lease date. You may be required to provide proof of purchase or lease as a condition of receiving warranty service. You are entitled to hardware warranty service according to the terms and conditions of this document if a repair to your HPE Networking Hardware Product is required within the Limited Warranty Period.

Unless otherwise stated, and to the extent permitted by local law, new HPE Networking Hardware Products may be manufactured using new materials or new and used materials equivalent to new in performance and reliability. HPE may repair or replace HPE Networking Hardware Products (a) with new or previously used products or parts equivalent to new in performance and reliability, or (b) with products which are, in HPE's sole opinion, equivalent to an original product that has been discontinued. Replacement parts are warranted to be free from defects in material or workmanship for ninety (90) days or for the remainder of the Limited Warranty Period of the HPE Networking Hardware Product they are replacing or in which they are installed, whichever is longer.

During the Limited Warranty Period, HPE will, at its discretion, repair or replace any defective component. All component parts or hardware products removed under this Limited Warranty become the property of HPE. In the unlikely event that your HPE Networking Hardware Product has recurring failures, HPE, at its sole discretion, may elect to provide you with (a) a replacement unit of HPE's choosing that is the same or equivalent to your HPE Networking Hardware Product in performance or (b) to give you a refund of your purchase price or lease payments (less interest) instead of a replacement. This is your exclusive remedy for defective products.

Exclusions

Transfer of Hewlett Packard Enterprise networking hardware products to any third party other than the original bona fide end user voids the Hewlett Packard Enterprise networking product warranty to the fullest extent allowed by law. HPE does not warrant that the operation of this product will be uninterrupted or error free. HPE is not responsible for damage that occurs as a result of your failure to follow the instructions intended for the Hewlett Packard Enterprise networking hardware product.

This Limited Warranty does not apply to expendable or consumable parts and does not extend to any product from which the serial number has been removed or that has been damaged or rendered defective (a) as a result of accident, misuse, abuse, contamination, improper or inadequate maintenance or calibration or other external causes; (b) by operation outside the usage parameters stated in the user documentation that shipped with the product; (c) by software, interfacing, parts or supplies not supplied by HPE; (d) improper site preparation or maintenance; (e) virus infection; (f) loss or damage in transit; or (g) by modification or service by anyone other than (i) HPE, (ii) an HPE authorized service provider, or (iii) your own installation of HPE-approved parts if available for your product in the servicing country or region.

HPE is not responsible for damage to or loss of any programs, data, or removable storage media. HPE is not responsible for the restoration or reinstallation of any programs or data other than software installed by HPE when the product is manufactured.

HPE is not responsible for any interoperability or compatibility issues that may arise when (1) products, software, or options not supported by HPE are used; (2) configurations not supported by HPE are used; (3) parts intended for one system are installed in another system of different make or model.

Exclusive Remedy

To the extent allowed by applicable local law, these terms and conditions constitute the complete and exclusive warranty agreement between you and HPE regarding the Hewlett Packard Enterprise networking hardware product you have purchased or leased. These terms and conditions supersede any prior agreements or representations—including representations made in HPE sales literature or advice given to you by HPE or an agent or employee of HPE—that may have been made in connection with your purchase or lease of the Hewlett Packard Enterprise networking hardware product. No change to the conditions of this Limited Warranty is valid unless it is made in writing and signed by an authorized representative of HPE.

Limitation of Liability

If your Hewlett Packard Enterprise networking hardware product fails to work as warranted above, HPE'S maximum liability under this Limited Warranty is expressly limited to the lesser of the price you have paid for the product or the cost of repair or replacement of any hardware components that malfunction in conditions of normal use.

Except as indicated above, in no event will HPE be liable for any damages caused by the product or the failure of the product to perform, including any lost profits or savings, business interruption, loss of data, lost revenue, loss of use, or any other commercial or economic loss of any kind, cost of cover, or special, incidental, or consequential damages. HPE is not liable for any claim made by a third party or made by you for a third party.

This limitation of liability applies whether damages are sought, or a claim made, under this Limited Warranty or as a tort claim (including negligence and strict product liability), a contract claim, or any other claim. This limitation of liability cannot be waived or amended by any person other than HPE. This limitation of liability will be effective even if you have advised HPE or an authorized representative of HPE of the possibility of any such damages or even if such possibility were reasonably foreseeable. This limitation of liability, however, will not apply to claims for personal injury or, in jurisdictions where the following types of damages cannot be excluded, in the event the damages arise out of willful misconduct or gross negligence of such a kind that it should be treated as willful misconduct.

This Limited Warranty gives you specific legal rights. You may also have other rights that may vary from state to state or from country to country. You are advised to consult applicable state or country laws for a full determination of your rights.

Customer Responsibilities

To enable HPE to provide the best possible support and service during the Limited Warranty Period, you will be required to:

- provide true, accurate, and complete information when filing a warranty claim.
- provide HPE with a copy of your proof-of-purchase or lease of the HPE Networking Hardware Product. Warranty service may be denied if you are unable to provide proof-of-purchase or lease of your HPE Networking Hardware Product.
- provide HPE with high-quality digital photographs of your defective unit in certain cases to help HPE in deciding how to proceed with warranty service.
- maintain a proper and adequate environment and use the HPE Networking Hardware Product in accordance with the instructions furnished.
- verify configurations, load most recent firmware or software, install software patches, run HPE diagnostics and utilities, and implement temporary procedures or workarounds provided by HPE while HPE works on permanent solutions.
- allow HPE to keep resident on your systems or sites certain system and network diagnosis and maintenance tools to facilitate the performance of warranty support (collectively referred to as "Proprietary Service Tools"); Proprietary Service Tools are and remain the sole and exclusive property of HPE. Additionally, you will:
  - use the Proprietary Service Tools only during the applicable warranty period and only as allowed by HPE
  - install, maintain, and support Proprietary Service Tools, including any required updates and patches
  - provide remote connectivity through an HPE-approved communications line, if required
  - assist HPE in running the Proprietary Service Tools
  - use the electronic data transfer capability to inform HPE of events identified by the Proprietary Service Tools
  - return the Proprietary Service Tools or allow HPE to remove these Proprietary Service Tools upon termination of warranty support
  - not sell, transfer, assign, pledge, or in any way encumber or convey the Proprietary Service Tools

  In some cases, HPE may require additional software such as drivers and agents to be loaded on your system in order to take advantage of these support solutions and capabilities.
- use HPE remote support solutions where applicable. HPE strongly encourages you to use available support technologies provided by HPE. If you choose not to deploy available remote support capabilities, you may incur additional costs due to increased support resource requirements.
- cooperate with HPE in attempting to resolve the problem over the telephone. This may involve performing routine diagnostic procedures, installing additional software updates or patches, removing third-party options, and/or substituting options.
- make periodic backup copies of your configuration data, files, data, or programs stored on your hard drive or other storage media or devices as a precaution against possible failures, alteration, or loss. Before returning any HPE Networking Hardware Product for warranty support, back up your configuration data, files, data, and programs, and remove any confidential, proprietary, or personal information.
- maintain a procedure to reconstruct your lost or altered configuration data, files, data, or programs that is not dependent on the HPE Networking Hardware Product under warranty support.
- notify HPE if you use HPE Networking Hardware Products in an environment that poses a potential health or safety hazard to HPE employees or subcontractors. HPE may require you to maintain such products under HPE supervision and may postpone warranty service until you remedy such hazards.
- perform additional tasks as defined within each type of warranty service listed below and any other actions that HPE may reasonably request in order to best perform the warranty support.

Description of HPE Aruba Networking Hardware Warranty Service

Your HPE Limited Warranty may include an advance unit replacement warranty service. Under the terms of the advance unit replacement warranty service, HPE will ship a replacement unit directly to you if the HPE Networking Hardware Product you purchased is diagnosed as defective. On receiving the replacement unit, you will be required to return the defective unit back to HPE, in the packaging that arrives with the replacement unit, within a defined period of time, normally five (5) days. HPE will incur all shipping and insurance costs to return the defective unit to HPE. Failure to return the defective unit may result in HPE billing you for the replacement unit. For more details, refer to the "Limited warranty period" section.

In countries or regions where this Limited Warranty may be enforced but where advance unit replacement warranty service is not available, HPE will, in its sole discretion, substitute another type of warranty service.

Advance unit replacement warranty service may not be available for certain HPE Networking hardware products.

Service Upgrades

HPE has a range of additional service coverage for your product that can be purchased locally. However, some services and related products may not be available in all countries. For information on availability of service upgrades and the cost for these service upgrades, refer to the HPE website at www.hpe.com/networking/services.

Limited Warranty Period

The Limited Warranty Period for an HPE Networking Hardware Product is a specified, fixed period commencing on the date of purchase or lease from HPE, or from the date that HPE completes installation, whichever is later. The date on your sales receipt is the date of purchase unless HPE or your reseller informs you otherwise in writing.

For detailed warranty information, see the Warranty Summary and Support guide at https://support.hpe.com/hpesc/public/docDisplay?docId=c04499781&docLocale=en_US

* To the extent local law mandatorily requires a definition of "a Lifetime Warranty" or definition different from that provided here, then local law will supersede and take precedence. Includes coverage of any built-in fans and power supplies for the entire warranty period. Removable power supplies, modules and accessories such as antennas, fans, power cords, etc. may have different warranty coverage than the host device. See the HPE Networking Warranty Coverage Quick Reference at https://www.hpe.com/psnow/doc/a00143138enw for more details.

** Response times are based on local standard business days and working hours. Response times begin once HPE has completed confirming the warranty failure and identifying the replacement part. Response time is based on commercially reasonable effort. In some countries and regions and under certain supplier constraints, response time may vary. If your location is outside the customary service zone, response time may be longer. Contact your local HPE service organization for response time availability in your area.

*** HPE will replace or repair any non-compliant Product and return it in operable condition, shipping after HPE's receipt of the non-compliant Product via HPE's RMA procedure, with receipt by customer within ten (10) days on a commercially reasonable basis.

Software Limited Warranty

Except as provided in the applicable software enduser license or program license agreement, or if otherwise provided under local law, software products, including any software products, freeware (as defined below) or the operating system preinstalled by HPE are provided 'as is' and with all faults, and HPE hereby disclaims all other warranties and conditions, either express, implied, or statutory, including, but not limited to, warranties of title and non-infringement, any implied warranties, duties or conditions of merchantability, of fitness for a particular purpose, and of lack of viruses. Some states/jurisdictions do not allow exclusion of implied warranties or limitations on the duration of implied warranties, so the above disclaimer may not apply to you in its entirety. To the maximum extent permitted by applicable law, in no event shall HPE or its suppliers be liable for any special, incidental, indirect, or consequential damages whatsoever (including, but not limited to, damages for loss of profits or confidential or other information, for business interruption, or in any way related to the use of or inability to use the software product, even if HPE or any supplier has been advised of the possibility of such damages and even if the remedy fails of its essential.

PURPOSE. Some states/jurisdictions do not allow the exclusion or limitation of incidental or consequential damages, so the above limitation or exclusion may not apply to you.

HPE's only warranty obligations with respect to software distributed by HPE under the HPE brand name are set forth in the applicable end user license or program license agreement provided with that software. If the removable media on which HPE distributes the software proves to be defective in materials or workmanship within ninety (90) days of purchase, your sole remedy shall be to return the removable media to HPE for replacement.

It is your responsibility to contact non-HPE manufacturers or suppliers for their warranty support.

Freeware Operating Systems and Applications

HPE does not provide support for software provided under public license by third parties, including operating systems or applications ("Freeware"). Support for Freeware provided with HPE Networking Hardware Products is provided by the Freeware vendor. Please refer to the Freeware operating system or other Freeware application support statement, if any, included with your HPE Networking Hardware Product.

Electronic or Telephone Support

Limited electronic or telephone support is available from HPE. Refer to the HPE Website HPE Aruba Networking Support Services | HPE (hpe.com/us/en/networking/hpe-aruba-networking-support-services.html) for details on the support provided and the period during which support is available. See "Contacting HPE" below for online resources and telephone support.

Contacting HPE

If your product fails during the Limited Warranty Period and the information in the product documentation, most recent software release notes, and other technical information on the HPE website https://www.hpe.com/networking do not help you solve the problem, contact your local HPE-authorized reseller or contact HPE. To find out how to contact HPE, see https://www.hpe.com/networking and select "Contact".

Be sure to have the following information available before you call:

- Product serial number, product name, and product number
- Detailed description of the symptoms, including when the symptoms first occurred and how frequently they are occurring
- Detailed description of any changes made to your product's configuration or network environment prior to the start of the symptoms occurring
- Detailed description of the troubleshooting steps you have performed and the results of those steps
- Software revision currently on the product
- Proof of purchase

Visit **HPE.com**

Chat now (sales)

Hewlett Packard Enterprise

© Copyright 2024 Hewlett Packard Enterprise Development LP. The information contained herein is subject to change without notice. The only warranties for Hewlett Packard Enterprise products and services are set forth in the express warranty statements accompanying such products and services. Nothing herein should be construed as constituting an additional warranty. Hewlett Packard Enterprise shall not be liable for technical or editorial errors or omissions contained herein.

a50011760ENW