

WARRANTY

Enterprise Networking Solutions, Inc. (ENS-Inc) will honor all standard manufacturers' warranties and guarantees from the date of acceptance on all products offered as part of this contract (excluding 3rd party software). ENS-Inc shall bear all material and labor costs and freight for repair of equipment defects and failure.

During the manufacturers' warranty period, ENS-Inc will:

- Honor all manufacturers' warranties and guarantees on all products offered through the contract.
- Continue to provide warranty service after contract termination until expiration of warranties for products that have been sold under the contract.
- Provide all labor, parts, and travel necessary to keep the products in good operating condition and preserve its operating efficiency in accordance with its technical specifications.
- Pay any necessary shipment and insurance costs.

The warranty services listed shall include all products, software and firmware maintenance costs and costs of labor, parts, travel, factory overhaul, rehabilitation, shipping, transportation and substitute product(s) (if offered) as necessary. If it is necessary to remove any products from an authorized purchaser's location where On-site warranty is specified, ENS-Inc will provide substitute products (if offered) at the time of removal. Substitute products (if offered) will be comparable to or better than the products removed. In instances where it is necessary for ENS-Inc to return the products to the factory, ENS-Inc will be responsible for all costs of the products from the time it leaves the authorized purchaser's site until it is returned to the site in good operating condition.

Only new standard parts or parts equal in performance to new parts will be used in effecting repairs. Parts that have been replaced will become the property of ENS-Inc except in instances where the State chooses to keep the hard drives. Replacement parts installed will become the property of the authorized purchaser.

All operating system software and firmware will be considered an integral component of the equipment and ENS-Inc will respond to all requests for warranty service for any failure.

Warranty services during the warranty period will not include electrical work external to the products, the furnishing of supplies, or adding or removing accessories, attachments, or other devices not provided under this contract. Warranty services also will not include repair of damage resulting from transportation by the authorized purchaser between State and/or local sites or from accident, unless the accident is caused by negligent or intentional acts or omissions of ENS-Inc or its agents.

In the event of system failure or damage caused by ENS-Inc or its product, ENS-Inc agrees to use its commercially reasonable efforts to assist in restoring the system to operational capacity provided that ENS-Inc's products are under warranty or a continuous maintenance agreement.

Additional warranties and support will be offered for purchase from the OEM's catalog. The warranty/support agreements shall include warranty/support service after contract expiration until the expiration of the warranty/support agreement.

Software/Firmware: At no additional cost, ENS-Inc will provide the State with software/firmware updates for the length of the support agreement purchased.