



NetScout Systems, Inc.
Hardware Product Return Material Authorization Policy

This Hardware Product Return Material Authorization Policy (“**RMA Policy**”) states the terms under which NetScout Systems, Inc. or its Affiliate (collectively “**NetScout**”) or a NetScout-authorized third party will deliver replacement services for certain hardware products or component parts therein (“**Hardware**”) that have been purchased from NetScout or a NetScout authorized channel partner.

1. Advanced Replacement Services.

Advanced Replacement services are available to end users who have purchased and continually maintain NetScout MasterCare maintenance and technical support services (“**MasterCare**”). End user must open a case with and obtain an RMA number (defined below) from NetScout’s Customer Success Organization (“**CSO**”). A NetScout support engineer will then determine if Hardware failure has occurred, and replacement is necessary (“**RMA**”).

If replacement is necessary, replacements will be shipped prior to NetScout’s receipt of the Defective Device, defined below, (the replacement product or part, as applicable, hereafter referred to as (“**Advanced Replacement**”). Advanced Replacements

- a.** are refurbished in like new condition, or the equivalent new or upgrade Hardware, at NetScout sole discretion;
- b.** meet current NetScout manufacturing standards; and
- c.** that are a unit (vs. a component part) ship without transceivers (e.g., SFPs), cables or taps; therefore, such items must be removed from the Defective Device before returning to NetScout and used with the Advanced Replacement.

2. RMA Shipment Details.

- a.** If the RMA request is fully processed by the CSO by 2:00 PM EST, then the Advanced Replacement will **ship** on or before the next business day via Priority Overnight from one of NetScout’s (i) manufacturing facilities in the United States of America (“**USA**”) or (ii) worldwide forward stocking locations (“**FSLs**”).
- b.** If the RMA request is fully processed by the CSO after 2:00 PM EST, then the Advanced Replacement will **ship** on or before the second business day via Priority Overnight from one of NetScout’s (i) manufacturing facilities in the USA or (ii) FSLs.
- c.** RMA shipment times are estimates, subject to change without notice, based on the availability of the Advanced Replacement, and do not include weekends, local public holidays, or delays caused by force majeure events, which include, but are not limited to, strikes, natural disasters, pandemics, acts of God, governmental acts or orders or restrictions, acts of terrorism, war, or any other reason where failure to perform is beyond the reasonable control of NetScout and not due to its fault or negligence. NetScout is not liable for failure to ship as estimated and cannot guarantee delivery times.
- d.** NetScout will ship the Advanced Replacement to the “ship to” location that NetScout has on file. End user or authorized NetScout third party is responsible for ensuring that NetScout has the correct “ship to” location.

3. **RMA Return Details.**

- a. An RMA instruction kit ships with all Advanced Replacements and includes a return shipping label. A replacement label may be requested by contacting Customer Care via <https://My.NetScout.com>.
- b. Defective Hardware for which an RMA has been approved (“**Defective Device**”) must be returned (i) within ten days from the time the Advanced Replacement is delivered and (ii) using the same packaging material that was used for the Advanced Replacement to avoid damage in shipping.
- c. Prior to returning the Defective Device to NetScout, the end user or authorized NetScout third party (i) is responsible for backing up end user’s data on the hard drive(s) and any other storage device(s) in the Defective Device; (ii) will ensure the Defective Device is free of any legal obligations or restrictions that would prevent replacement, if eligible; and (iii) must securely delete any confidential, proprietary, or personal information and data, including without limitation, personal health information or personally identifiable information, as such is defined under applicable local law, regulation, or directive where securely delete means the removal of all such information in a manner that ensures that it cannot be re-created, accessed, or read, and consists of a wiping process that includes at least a 3-pass process. NetScout is not responsible for any of end user's confidential, proprietary, or personal information or removal thereof; lost or corrupted data; or damaged or lost removable media.
- d. If an end user or authorized NetScout third party has more than three non-returned Defective Device incidents per location, then there may be a delay in the processing of new RMAs.
- e. NetScout will invoice end user or authorized NetScout third party for the list price of the Advanced Replacement if end user or authorized NetScout third party fails to return the Defective Device as set forth above. Unless otherwise set forth in the Agreement (defined below) between NetScout and the end user or authorized NetScout third party, as applicable, such invoice will be due and payable in accordance with the NetScout MasterCare Maintenance Description terms located at <https://www.NetScout.com/legal/terms-and-conditions>.

4. **Shipping Costs.** NetScout will pay the shipping costs associated with shipping the Advanced Replacement to and from end user or authorized NetScout third party. Notwithstanding the foregoing, for shipments to and from locations outside of the USA, end user or authorized NetScout third party is responsible for obtaining the necessary import and customs documentation and the costs associated therewith.

5. **Changes to this RMA Policy.** NetScout reserves the right, in its sole discretion, to update or revise this RMA Policy at any time without notice. If NetScout chooses to provide any such notice, then it will be posted to <https://My.NetScout.com> and/or <https://www.NetScout.com/legal/terms-and-conditions>. Capitalized terms not defined herein have the meaning ascribed to them in the terms under which MasterCare was purchased (“**Agreement**”). If there is a conflict between this RMA Policy and the Agreement, this RMA Policy will control solely with respect to the subject matter herein.

END OF RMA POLICY