

## **PRODUCT WARRANTY AND LIMITATION OF LIABILITY**

### **Product Warranty.**

Company hereby warrants to Customer that the Product(s) purchased hereunder shall be free from defects in materials and workmanship and shall operate substantially in accordance to the Specifications for a period of one year from the date of delivery thereof ("**Warranty Period**").

If the Product(s) proves defective or fails to perform during the warranty period, Company will use reasonable commercial efforts to correct any such failure to perform and Company's sole liability and Customer's sole remedy, during the Warranty Period will be at Company's sole discretion, which shall not be unreasonably delayed or withheld, to either:

- (1) Repair the product by means of remote support, or
- (2) Replace the product with a comparable product with may be new or refurbished, or
- (3) Refund the amount paid for Product(s),

The above remedies, however, are provided that such warranty claim is: (i) made in writing during the Warranty Period; (ii) made as soon as reasonably possible after the observation of the defect, and accompanied by evidence satisfactory to Company such as pictures, logs, screenshots, etc. for verification purposes; and (iii) Company confirms the breach of such warranty, following an inspection of the Product(s). If Company decides to replace the relevant Product(s), and such non-conforming Product(s) is returned to Company within the warranty period by Customer, freight prepaid, Company will replace such non-conforming Product(s) at no additional charge to Customer; the replaced Product(s) will be returned to Customer, freight prepaid.

This warranty shall be at all times contingent upon Customer's proper use of the Product(s) and shall not apply to:

- (i) damage or defect caused by abuse, misuse, alteration, neglect, or unauthorized repair, or failure to comply with instructions regarding use of the product and its storage;
- (ii) any damage resulting from attempts by personnel other than Company representative to install, repair or service the product;
- (iii) integration and/or installation other than for the purposes for which the Products are intended;
- (iv) by the use or attempted use of the Products, or part thereof, for purposes which are beyond the capabilities as stated in the Specifications; and/or
- (v) any error caused by or related to any third party software and/or hardware;
- (vi) Any error caused by or related to any public infrastructure consequences.

COMPANY DOES NOT WARRANT THAT THE OPERATION OF THE PRODUCT(S) WILL BE UNINTERRUPTED OR ERROR-FREE subject in all cases to the performance metrics that may be set forth. Company also warrants that none of the Products as produced and shipped will infringe the intellectual property rights of any third party. The duration of this intellectual property warranty shall extend for the statutory period of limitation in the United States.

Third-Party Warranties. Anything to the contrary notwithstanding, the warranties stated in this policy shall not apply to third party hardware and/or software unless incorporated by Company into the Firmware. Customer acknowledges that Company makes no warranty and assumes no liability to provide support services for third party hardware and/or software and/or for the quality thereof.

Disclaimer of Warranties.

OTHER THAN THE WARRANTIES SPECIFICALLY STATED HEREIN OR IN ANY SERVICE LEVEL AGREEMENT OR OTHER AGREEMENT SIGNED BY COMPANY, COMPANY DOES NOT WARRANT THAT THE PRODUCTS, OR ANY PART THEREOF, WILL MEET CUSTOMER'S REQUIREMENTS, OR THAT ITS OPERATION WILL BE UNINTERRUPTED OR ERROR OR BUG-FREE. THE WARRANTIES STATED IN THIS SECTION ARE IN LIEU OF ANY OTHER WARRANTIES AND ARE COMPANY'S SOLE AND EXCLUSIVE WARRANTIES PERTAINING TO THE PRODUCTS, AND COMPANY HEREBY DISCLAIMS ANY OTHER WARRANTY, EITHER EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION, WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

Limitation of Liability.

TO THE EXTENT ALLOWED BY COMPANY LOCAL LAW, EXCEPT FOR THE OBLIGATIONS SPECIFICALLY SET FORTH HEREIN, IN NO EVENT SHALL COMPANY BE LIABLE FOR ANY LIABILITIES OR PUNITIVE, EXEMPLARY, INDIRECT, INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES (INCLUDING, BUT NOT LIMITED TO, LOST PROFITS, LOST REVENUES, LOST BUSINESS OPPORTUNITIES, AND LOSS OF OR CORRUPTION TO DATA) HOWEVER CAUSED OR ARISING OUT OF OR RELATING TO THE SALE OR USE OF ITS PRODUCT(S), WHETHER OR NOT A PARTY HAS ADVANCE NOTICE OF THE POSSIBILITY OF SUCH DAMAGES OR LOSS. IF EITHER PARTY BREACHES ANY PROVISION OF THIS AGREEMENT, ITS SOLE AND EXCLUSIVE MAXIMUM LIABILITY, WHETHER BASED IN CONTRACT, TORT, OR OTHERWISE, SHALL NOT, IN ANY EVENT, EXCEED THE CONTRACT PRICE FOR THE PARTICULAR PRODUCT(S).