



## SAFE FLEET LAW ENFORCEMENT DIVISION LIMITED PRODUCT & SERVICES WARRANTY

Effective Date: May 12, 2022

### SECTION 1 – LIMITED WARRANTY

The applicable Warrantor (as defined below) warrants to the original purchaser (“Customer”) of the new (not used) equipment and parts identified in Section 2 below manufactured and sold by such Warrantor to Customer (the “Products”) that each of such Products will be free from manufacturing defects for the applicable period set forth in Section 2 below, in each case commencing on the Warranty Start Date (as defined below), provided that such Product is used under conditions of normal use, that regular periodic maintenance and service is performed, and that such Product was installed in accordance with the instructions published by the Safe Fleet Law Enforcement Division (as defined below), and all in accordance with the Product Documentation (as defined below) and subject to the other terms and conditions set forth below (this “Limited Warranty”).

“Warrantor” means (a) in the case of Products listed in Section 2.2 below, Coban Technologies, Inc. (“COBAN”), and (b) in the case of Products listed in Section 2.3 below, SF Mobile-Vision, Inc. (“Mobile-Vision”), both of which are subsidiaries of Safe Fleet Acquisition Corp. (“Safe Fleet”) and, together with their other applicable affiliates, comprise the Law Enforcement Division of Safe Fleet (the “Safe Fleet Law Enforcement Division”).

“Warranty Start Date” means (a) in the case of sales to distributor Customers, the date of installation of the applicable Product on the subject vehicle, as conclusively determined by Warrantor in its sole discretion based on relevant installation documentation, and (b) in the case of sales directly to end-user Customers, the date of delivery of the applicable Product.

This Limited Warranty applies only to governmental use by the original Customer and is not transferable for any reason, including in the event the applicable Product is sold, traded, transferred or otherwise disposed of in any manner by the original purchaser to another party.

This Limited Warranty is the complete warranty for the Product manufactured by Warrantor and it does not warrant the installation, maintenance, support or servicing of the Product unless a separate written agreement specifically and expressly covering those activities is made between Warrantor and Customer. This Limited Warranty is null and void if the factory applied serial number or tamper evident labels have been damaged, altered or removed from the Product.

### SECTION 2 – PRODUCTS AND APPLICABLE WARRANTY PERIODS

2.1 **General:** The applicable warranty period for each Product is set forth in this Section 2. When Warrantor replaces any part which is a component of a Product listed in this Section 2, the warranty period for such replacement part equals the warranty period remaining on such Product at the time of such part replacement (i.e., furnishing the replacement part does not extend the original warranty period or start a new warranty period), and is subject to all other terms and conditions of this Limited Warranty.

#### 2.2 COBAN Products:

##### 1 Year Warranty

- FOCUS H1 / H2 System Wires
- FOCUS H1 / H2 Power Supply Battery
- Wireless Mic. Transmitter Pouch
- Wireless Mic. Transmitter Battery
- Wireless Mic. Transmitter Antenna
- Wireless Mic. Receiver Antennas
- FOCUS X1 / X2 Body Worn Camera Module
- FOCUS X1 / X2 AC Wall Charger
- FOCUS X1 / X2 USB Cable
- FOCUS X1 / X2 Magnetic Mount
- FOCUS X1 / X2 Clip Camera
- Optional Peripheral Devices

### 3 Year Warranty

- EDGE CPU / Encoder Module
- EDGE Display Module
- EDGE Power Supply Module
- EDGE Removable Hard Disk
- EDGE System Cables
- EDGE Wireless Microphone ("Mic.")
- EDGE Wireless Mic. Receiver
- EDGE Primary Forward Facing Camera
- FOCUS H1 / H2 CPU Module
- FOCUS H1 / H2 Display Module
- FOCUS H1 / H2 Removable Pen Drive
- FOCUS H1 / H2 System Cables
- FOCUS H1 / H2 Wireless Microphone ("Mic.") Transmitter
- FOCUS H1 / H2 Wireless Mic. Receiver
- FOCUS H1 / H2 Forward Facing and Rear Facing Cameras

An optional 4th and 5th year extended warranty subscription may be available for certain COBAN Products. Upon payment by Customer for any such subscription, the terms and conditions of this Limited Warranty will apply during such additional warranty years.

#### 2.2 Mobile-Vision Products:

### 1 Year Warranty

- BWX-100 Body Worn Video Camera
- 3rd Party Network Switches
- 3rd Party Access Points
- FLASHBACK In-Car Video System Hardware and Components
- Rimage Branded, DVD/Blu-Ray Disc Publisher
- TB-100 Bluetooth Transmitter

## SECTION 3 – REMEDY

Customer's sole and exclusive remedy, and Warrantor's sole and exclusive liability and responsibility, under this Limited Warranty is the repair or replacement of Products (with the same or functional equivalents thereof), as determined by Warrantor in its sole discretion, subject to the terms and conditions of this Limited Warranty. Without limiting the foregoing, Warrantor shall have no obligation to diagnose installed components, remove or reinstall components, troubleshoot applications or application compatibility issues, or perform any on-site service, triage, or help desk phone support. All returned parts shall become the property of Warrantor.

## SECTION 4 – CUSTOMER'S RESPONSIBILITIES

4.1 **Back-Ups and Disaster Recovery.** Customer is solely responsible for removing all applicable Product(s) and all other equipment and backing up all Customer Data prior to pursuing any remedy under this Limited Warranty. Warrantor assumes no responsibility for the protection of, and will not be held liable for any damage to or loss or corruption of, any Customer Data, including any of same stored on any media or any part of any Product serviced hereunder, in connection with this Limited Warranty. "Customer Data" means any and all data, video, content, materials, programs, software, or other information of any sort stored on or processed by any Products or other equipment or provided, made available or given access by Customer to Warrantor in connection with this Limited Warranty. It is the Customer's responsibility to back up the contents of all hard drives, including any data that may be stored or software that may have been installed on the hard drive. It is possible that the contents of hard drives will be lost or that the drive may need to be reformatted in the course of service. It is highly recommended that Customer create a valid disk "image" after the final original installation of each applicable Product is completed. This image will need to be updated by Customer as changes are made to the units and kept safe by Customer for data recovery purposes. Warrantor assumes no liability or responsibility in developing, and Customer is solely responsible for developing and maintaining, a disaster recovery policy for Customer, including for the reconstruction of lost or altered files, data, software, and programs that may be stored on any Product. Customer will perform any and all data reconstruction, unless specifically stated in the initial written contract between Warrantor and Customer. Any service / warranty work required on the workstation, server or other devices provided by Customer in conjunction with any system of which a Product is a component will be performed by the third-party manufacturer's representative that sold the device to Customer.

4.2 **Customer's Representative.** At all times during the term of this Limited Warranty, at least one (1) employee of Customer shall be designated to act as Customer's representative and point of contact for matters arising out of this Limited Warranty ("Representative"). Representative shall be responsible for identifying to Warrantor all relevant equipment problems, troubleshooting to attempt to identify causes of such problems, notifying Warrantor of the need for service, and cooperating with Warrantor to attempt to diagnose the problem over the telephone.

#### 4.3 RMA and Shipping.

4.3.1 **All Products.** Serial number and, if requested by Warrantor, proof of a bill of sale or purchase order (which is evidence that the Product is within the warranty period) must be presented to obtain warranty service. If Warrantor determines that all or part of the Product requires return for repair or replacement, a Return Merchandise Authorization Number (RMA Number) will be issued. Warrantor shall have no liability for any Products lost, stolen, or damaged in transit, and, as between the Parties, Customer is solely responsible for insuring and/or obtaining tracking numbers for shipments. Customer

must prominently display the RMA number on the outside of the shipping box and shipping labels of each box. With respect to COBAN Products, during the first 60 days of deployment, Warrantor will cover the cost of any RMA shipment to and from Warrantor's maintenance facility, and after the 60 days, Customer will be responsible for shipping charges and to insure the product arrives at Warrantor's facility undamaged. With respect to Mobile-Vision Products, (a) Customer will bear all costs of shipping Products to Warrantor's facility and (b) Warrantor will pay for ground shipping services to return the repaired/serviced modules back to Customer, unless Customer is located outside the continental United States, in which case Customer will pay for shipping. In all cases, for both COBAN and Mobile-Vision Products, any expedited shipping requests will be the responsibility of and paid for solely by Customer. Repair times for defective modules are objectives and estimates only, not guarantees. Advance replacement / cross ship may be available to expedite service; in such case, Customer will be required to provide Warrantor with a credit card authorization to bill Customer's credit card in the event that Customer fails to return the original parts. The credit card will only be charged (for Warrantor's list price for the part) if the part has not been returned within 30 days.

**4.3.2 COBAN Products. All initial RMA Requests must be called into Warrantor's Tech Support line (281-925-0488 option 2) Monday – Friday between the hours of 8:00 AM and 6PM CST, via email at [COBANsupport@safefleet.net](mailto:COBANsupport@safefleet.net), or entered via Warrantor Customer Support Web Portal (<https://www.safefleet.net/support/rma-support/>).**

**4.3.3 Mobile-Vision Products.** All maintenance and service will be performed by Mobile-Vision at its facilities or, at the customer's choice, by a Mobile-Vision certified service center. A valid warranty or extended maintenance agreement is required to receive technical support. **Customer must obtain an RMA by calling (800) 336-8475, option 3, Monday - Thursday between the hours of 8:00 AM and 7:00 PM EST or Friday between the hours of 8:00 AM and 6:00 PM EST, via e-mail at [MVsupport@safefleet.net](mailto:MVsupport@safefleet.net), or by completing a Return Authorization form on our website: <https://www.safefleet.net/support/rma-support/>.** With respect to Digital Evidence Management hardware: during the warranty period, server hardware that requires Next Business Day On-site Service will be coordinated through Warrantor and provided by Dell Computer; the Warrantor Technical Support Engineer will determine if an on-site service technician must be dispatched to support a qualified repair; for Next Business Day On-site Service, a technician will typically arrive on-site the next business day; generally, calls received by Warrantor before 4:00 p.m. local (EST) will qualify for next-business day service, however, Warrantor has no liability should the provider (DELL) postpone, cancel, or delay the service; in the event that additional parts/resources are required once the on-site technician is at Customer's site, work may be temporarily suspended until the additional parts/resources arrive; and for years two (2) through five (5) of the manufacturer's warranty, service is coordinated and provided directly through Dell Computer. With respect to AlertVU License Plate Recognition Hardware: (a) Warrantor will have no obligation to perform on-site labor to diagnose components that were part of the originally installed system or any labor to remove or re-install components; (b) Customer is responsible for product removal, replacement and shipment to Warrantor; and (c) any on-site engineering services to resolve a hardware warranty item not addressed through an additional service agreement will be billed at Warrantor's then-current rates. V-One Mobile Data Computer Products must be shipped back to Warrantor in their original or equivalent packaging. Warrantor provides on-line diagnosis and support for Mobile-Vision Back Office video management systems. Most service requests can be handled through this remote method. If the problem is determined to be related to any of the Warrantor-provided hardware, then Warrantor will coordinate the service with the appropriate hardware provider and facilitate the fix or replacement. Should Customer not provide the support necessary for Warrantor technicians to repair the equipment remotely, on-site service may be required. Warrantor does not guarantee a specific response time if on-site service is required. All product support is provided remotely through Warrantor Technical Support and Depot Repair Center. If on-site or "near-site" support is needed through Warrantor vendors or directly from Warrantor, then Customer is responsible for all related labor, parts and travel charges. If Customer has an active warranty the parts will be provided in accordance with the applicable warranty agreement. Near-site support offers convenient off-premise third-party drive-in service for Products. Warrantor does not cover near-site support by a third-party vendor under the warranty. Please note: *We will attempt to contact your representative (3) times. If we do not hear from your representative 24 hours after we place the 3rd call, the issue will be deemed resolved and we will close the ticket.*

**4.4 Unit Replacement.** Upon its receipt of a replacement component, Customer must relinquish the defective unit to Warrantor. If the defective unit is not returned within 30 days, Customer agrees to pay Warrantor the cost for the replacement unit upon receipt of invoice. Failure to honor the invoice within 30 days after receipt will cause the cancellation of this Limited Warranty and may result in other legal actions, including but not limited to suspending shipment of subsequent units and or replacement components.

**4.5 Parts Ownership.** All service parts removed from Customer's supported system become the property of Warrantor. The Customer will be obligated to pay at the current retail price(s) for any service parts removed from Customer's supported system and retained by Customer. Warrantor will use new and reconditioned parts made by various manufacturers in performing warranty repairs.

## SECTION 5 – INTERNATIONAL SHIPMENTS

For all repaired and replacement Products, or parts or components related thereto, shipped outside of the United States under this Limited Warranty:

- Customer / recipient is responsible for all taxes, levies, customs fees, import duties and the like imposed by the destination country.
- Customer / recipient is responsible for assuring compliance with applicable export control and other laws and regulations, including with respect to lawful importation into the destination country.
- Recipient is the importer of record and must comply with all laws and regulations of the destination country.
- Product Documentation may not be in destination country languages.
- Products, Product Documentation and other accompanying materials may not be designed in accordance with destination country standards, specifications, and labeling or other requirements.
- Service / labor to repair or replace any Product or part thereof (whether configured or non-configured) is not covered (except that it is covered solely in Canada and solely in the case of configured parts).

## SECTION 6 – EXCLUSIONS

This Limited Warranty does not cover, and expressly excludes:

- Consumable items, such as but not limited to batteries, protective coatings, cables, wires, and mounting clips.
- Any equipment, vehicles, hardware, parts, software, or other products or services not furnished by Warrantor, including without limitation any such equipment which may be attached to or used in connection with the Product ("Third-Party Products") (none of which Warrantor shall have any obligation to service).

- All normal and/or preventive maintenance, services, or adjustments to Products, including without limitation those recommended by Warrantor to maintain the product in operating condition.
- Damage, defect, error, or other loss of any kind relating to:
  - Accident, alteration, adjustment, disassembly, misuse, negligence, abuse, vandalism or physical damage, including without limitation dropping of the Product, collision with any object, or damage resulting from power surges or improper use of or connection to any electrical source.
  - Any repair, replacement or alteration by a facility not approved in advance and in writing by Warrantor.
  - Improper installation (including electrical damage caused by improper installation) or failure to follow installation instructions provided by Warrantor.
  - Use inconsistent with the instruction manual, safety warnings, product labeling, datasheets, specification sheets and/or other installation, use, operation and technical documentation provided and/or published by the Safe Fleet Law Enforcement Division (collectively, "Product Documentation").
  - Use of Third-Party Products not furnished by Warrantor.
  - Fire, explosion, implosion, flood, sand, dirt, windstorm, hail, earthquake, lightning strike, acid rain, chemical fallout, catastrophic event, or other act of God or nature.
  - Exposure to excessive heat, other severe environmental conditions, or unintended uses and/or substances.
  - Exposure to chemicals, dirt, debris, liquid, or other substances (other than cleaning agents specifically recommended in the Product Documentation).
  - Acts or omissions of any carrier shipping or delivering any Products.
  - Any failure to care for or maintain any Product in accordance with the Product Documentation.
  - Network or security changes by Customer.
- De-installation or re-installation of Product(s), any parts or components thereof, or any other software application(s), hardware or equipment.
- De-installation or re-installation of Products, any parts or components thereof, or Warrantor equipment performed by personnel not trained by Warrantor and/or by any third-party installer not certified by Warrantor.
- Data migration.
- UPS Devices.
- Electrical and other vehicle-related issues.
- Normal wear and tear.
- Any Product on which the serial number has been removed or made or become illegible.
- A Product subjected to unauthorized entry or opening of the Warrantor module, monitor or forced removal of the MHDD and/or components.
- A Product affected by virus, security breach, or other network related occurrence including but not limited to: installation of third party software applications, network security settings changes resulting in loss of communication, ability to properly use the system or configurations that deviate from the Original Master Gold Image.
- Scratches or other cosmetic damages to the Product's surfaces that do not affect the operation of the Product.
- All warranty claims received after the applicable warranty period set forth in Section 2.

## SECTION 7 – CERTAIN ADDITIONAL CONDITIONS OF WARRANTY

**In addition to the other exclusions, limitations, exceptions, qualifications and conditions set forth herein, this Limited Warranty is conditioned upon, and will be invalidated by failure to comply with any of, the following conditions:**

- All Products, and all ancillary equipment, components and parts, must be installed in accordance with the Product Documentation.
- Regular maintenance and service must be performed on all Products, in accordance with the Product Documentation.
- Products must be put to their intended use, in accordance with the Product Documentation.
- Replacement parts must be manufactured by Warrantor.
- Complete compliance with the claims procedures set forth in this Limited Warranty.
- Warrantor must have received full and timely payment of all invoices issued to Customer.

## SECTION 8 – THIRD-PARTY HARDWARE

8.1 With respect to the COBAN IP Interview Room System, the following shall be the sole warranties with respect to third-party hardware (which warranties shall be solely the obligations of such third party, not Warrantor, to Customer).

### 8.1.1 IP CAMERA/MICROPHONE WARRANTY COVERAGE 3-YEAR LIMITED HARDWARE WARRANTY

Axis Communications AB's ("Axis") warranty obligations are limited to the terms set forth below:

Axis warrants the original purchaser (distributor) that the Axis Network Video Product, enclosed with this Limited Hardware Warranty will in respect of the hardware be free from defects in design, workmanship and materials under normal use for a period of three (3) years from the date of the original purchase ("Warranty Period"). This Limited Hardware Warranty also applies for power supply, stand, camera housing and Power over Ethernet midspan/splitter, if included with the Axis Network Video Product on the date of the original purchase.

Notwithstanding the above, the Warranty Period shall be limited to a period of (i) one (1) year from the date of the original purchase for moving parts and image sensors in Axis Network Video Products (including, but not limited to, fans, shutters, zoom mechanics, hard disc, camera CCD and CMOS sensors, microbolometers, electrical slip ring contacts, pan/tilt and lens motors, DC-Iris, P-Iris and lens assemblies), (ii) three (3) months from the date of the original

purchase for PTZ Network Dome Cameras (not including Q-Line PTZ Dome Network Cameras, AXIS 232D+ and AXIS 233D Network Dome Cameras) which are at any time used in continuous motion applications (i.e. sequence mode and guard tour). For clarification, if said products in this section (ii) are not at any time used in continuous motion applications, the original hardware warranty of three (3) years will apply.

The original purchaser shall without undue delay notify Axis of any defect which appears in accordance with Axis' RMA handling, and failure to do so shall mean that the original purchaser loses the right to have the defect remedied. A valid form of a bill of sale or receipt must be presented to obtain warranty service. If a valid claim is received by Axis within the Warranty Period, the sole remedy of the original purchaser replacement parts, or replacement of the products. Repaired or replacement hardware will be warranted for the remainder of the original Warranty Period or ninety (90) days, whichever is longer.

When a product or part is exchanged all hardware or part thereof that is replaced shall become the property of Axis.

The Limited Hardware Warranty is applicable in all countries and may be enforced by contacting Axis Support, for more information please visit [www.axis.com/support](http://www.axis.com/support).

#### EXCLUSIONS AND LIMITATIONS

The Limited Hardware Warranty does not apply (i) if the product has been subject to faulty and improper installation, maintenance, service, operational adjustments, repair, alteration and/or modification in any way that is not (a) covered in the documentation for the products or (b) carried out with Axis' prior consent in writing, (ii) to damages caused by failure to follow the instructions covered in the documentation for the products or other specific instructions from Axis, (iii) to cosmetic damages, (iv) if the products has been tampered with, (v) if the product is damaged by acts of God, misuse, abuse, negligence, accident, normal wear and tear and deterioration, improper environmental conditions (including, but not limited to, electrical surges, water damage and heat exposure) or lack of responsible care, (vi) if the product has had the model or serial number altered, defaced or removed, (vii) to consumables (such as batteries) (viii) to products that have been purchased "as is" and Axis, the seller or the liquidator expressly disclaim their warranty obligation pertaining to the products, (ix) to any non-Axis hardware product or any software (irrespective of whether it has been packaged and/or sold with an Axis hardware product) and/or Axis products purchased from an unauthorized distributor/reseller, (x) to damage that occurs in shipment or from improper storage or transportation, (xi) to damages by any other cause not related to defective design, workmanship and/or materials.

#### Note:

- If the product is to be used outdoors, or in dusty, humid, or other hostile environments, it must be suitably protected. Further, camera products specifically must be protected, whether in use or not, from exposure to direct sunlight or halogen light which may damage the camera image sensor. This applies to both indoor and outdoor use of the cameras.
- For camera products supplied without a lens, extreme care should be used when mounting a lens on these products. Damage to the product due to incorrectly mounted lenses will invalidate this Limited Hardware Warranty.
- Failure to comply with any of the aforementioned requirements will invalidate this Limited Hardware Warranty.

THE WARRANTY AND REMEDIES PROVIDED ABOVE ARE EXCLUSIVE AND IN LIEU OF ALL OTHER EXPRESS OR IMPLIED WARRANTIES INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. CERTAIN JURISDICTIONS DO NOT ALLOW THE EXCLUSION OF IMPLIED WARRANTIES. IF LAWS UNDER SUCH JURISDICTIONS APPLY, THEN ALL EXPRESS AND IMPLIED WARRANTIES ARE LIMITED TO THE WARRANTY PERIOD IDENTIFIED ABOVE. UNLESS PROVIDED HEREIN, ANY STATEMENTS OR REPRESENTATIONS MADE BY ANY OTHER PERSON OR FIRM ARE VOID. EXCEPT AS PROVIDED IN THIS WRITTEN WARRANTY AND TO THE EXTENT PERMITTED BY LAW, NEITHER AXIS NOR ANY AFFILIATES SHALL BE LIABLE FOR ANY LOSS, (INCLUDING LOSS OF DATA AND INFORMATION), INCONVENIENCE, OR DAMAGE, INCLUDING, BUT NOT LIMITED TO, DIRECT, SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES, RESULTING FROM THE USE OF INABILITY TO USE THE AXIS PRODUCT, WHETHER RESULTING FROM BREACH OF WARRANTY OR ANY OTHER LEGAL THEORY. NOTWITHSTANDING THE FOREGOING, AXIS' TOTAL LIABILITY FOR ALL CLAIMS UNDER THIS WARRANTY SHALL NOT EXCEED THE PRICE PAID FOR THE PRODUCT. THESE LIMITATIONS ON POTENTIAL LIABILITIES HAVE BEEN AN ESSENTIAL CONDITION IN SETTING THE PRODUCT PRICE.

#### APPLICABLE LAW

- This Limited Hardware Warranty is governed by and construed under the laws of Sweden.
- This Limited Hardware Warranty may be subject to Axis' change at any time without prior notice.

#### 8.1.2 POE SWITCH WARRANTY

#### Cisco Small Business Product Enhanced Limited Lifetime Warranty Terms

The following are terms applicable to your hardware warranty. Your formal Warranty Statement, including the warranty applicable to Cisco software, appears below and in the Cisco Information Packet that accompanies your Cisco product.

Duration of Hardware Warranty: As long as the original End User continues to own or use the Product. In the event of discontinuance of product manufacture, Cisco warranty support is limited to five (5) years from the announcement of discontinuance.

Duration of Phone Support: One (1) year (Local Business Hours)

Replacement, Repair or Refund Procedure for Hardware: Cisco or its service center will use commercially reasonable efforts to ship a replacement for next business day delivery, where available. Otherwise, commercially reasonable efforts will be used to ship a replacement part for delivery upon receipt of the defective product at Cisco's site. The replacement part will be shipped via ground shipping with shipping charges prepaid. Actual delivery times may vary depending on Customer location.

See [www.cisco.com/go/smallbizsupport](http://www.cisco.com/go/smallbizsupport) for details about delivery availability. Cisco reserves the right to refund the purchase price as its exclusive warranty. Complete the form below and keep for ready reference.

To Receive a Return Materials Authorization (RMA) Number: Please contact the party from whom you purchased the product. If you purchased the product directly from Cisco, contact your Cisco Sales and Service Representative.

Product purchased from:	
Their telephone number:	
Product Model and Serial number:	
Maintenance Contract number:	

Product warranty terms and other information applicable to Cisco products are available at the following URL: [www.cisco.com/go/warranty](http://www.cisco.com/go/warranty)  
Consult the above website or your Cisco Sales and Service Representative for a complete listing of Cisco products and applicable warranties.

Americas Headquarters Cisco Systems, Inc.  
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San Jose, CA



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## SECTION 9 – CHARGES FOR NON-WARRANTY ITEMS

Each warranty request pertaining to any item excluded or otherwise not covered by this Limited Warranty (“*Non-Warranty Items*”) shall be subject to additional fees, which, unless otherwise mutually agreed in writing by Warrantor and Customer, may be invoiced by Warrantor to Customer at Warrantor’s then-current rates, plus Warrantor’s then-current service fees for services such as testing, examination, or repair. COBAN’s current rate for services is \$125 per hour, and COBAN currently may charge the Customer a \$125 service fee for any RMA units/components that are returned to Warrantor as Non-Warranty Items, and a \$125 service fee for each RMA unit/component that is returned to Warrantor as “non-operational” that is in fact operational (e.g., CPU units that have not been ghosted properly, scratched / hazy touch screen monitors, microphones missing parts such as: battery, internal seals, antennas, obvious misuse or damaged systems). Warrantor will obtain Customer’s approval/direction for any billable service before repairs are initiated (i.e., devices not covered or repairs not covered).

## SECTION 10 – LIMITATION OF LIABILITY

10.1 THIS LIMITED WARRANTY IS THE SOLE AND EXCLUSIVE WARRANTY OF ANY KIND WITH RESPECT TO PRODUCTS AND SHALL BE IN LIEU OF ANY OTHER WARRANTY, EXPRESS OR IMPLIED, IN ANY MANNER RELATED TO ANY PRODUCTS, WHETHER ORAL, WRITTEN, OR ARISING BY COURSE OF DEALING, COURSE OF PERFORMANCE, USAGE OF TRADE, OR OTHERWISE, INCLUDING, BUT NOT LIMITED TO, ANY IMPLIED WARRANTY OF MERCHANTABILITY, NON-INFRINGEMENT, OR FITNESS FOR A PARTICULAR PURPOSE, OR ANY WARRANTY THAT OPERATION OR USE OF THE PRODUCTS WILL BE UNINTERRUPTED OR ERROR-FREE. THERE ARE NO WARRANTIES THAT EXTEND BEYOND THE DESCRIPTION ON THE FACE HEREOF, AND NO DEALER, DISTRIBUTOR OR OTHER SUPPLIER OF PRODUCTS OR ANY OTHER PARTY HAS THE AUTHORITY TO MODIFY OR AMEND THIS LIMITED WARRANTY IN ANY RESPECT WITHOUT THE EXPRESS PRIOR WRITTEN CONSENT OF WARRANTOR (WHICH WARRANTOR MAY WITHHOLD AT ANY TIME AND FOR ANY REASON IN ITS SOLE DISCRETION).

10.2 IN NO EVENT SHALL WARRANTOR BE LIABLE FOR ANY OTHER DAMAGE OF ANY KIND, INCLUDING, BUT NOT LIMITED TO, INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL, EXEMPLARY OR PUNITIVE DAMAGES, WHETHER OR NOT SUCH DAMAGE WAS FORESEEABLE, AND EVEN IF INFORMED OF THE POSSIBILITY OF SUCH DAMAGES, AND NOTWITHSTANDING THE FAILURE OF ANY AGREED OR OTHER REMEDY OF ITS ESSENTIAL PURPOSE, IN ALL CASES WHETHER AS THE RESULT OF OR BASED ON ACTUAL OR ALLEGED BREACH OF CONTRACT, WARRANTY, TORT (INCLUDING ANY FORM OF NEGLIGENCE), STRICT LIABILITY, OR ANY OTHER THEORY, INCLUDING, WITHOUT LIMITATION, LABOR OR EQUIPMENT REQUIRED TO REMOVE AND/OR REINSTALL ORIGINAL OR REPLACEMENT PRODUCT(S) OR PARTS, LOSS OF TIME, PROFITS, SALES OR REVENUES, LACK OR LOSS OF PRODUCTIVITY, INTEREST CHARGES OR COST OF CAPITAL, COST OF SUBSTITUTE EQUIPMENT, SYSTEMS, SERVICES OR DOWNTIME COSTS, DEATH OR PERSONAL INJURY, DAMAGE TO OR LOSS OF USE OF PROPERTY OR EQUIPMENT, OR ANY INCONVENIENCE ARISING OUT OF ANY BREACH OF THIS LIMITED WARRANTY OR ANY OBLIGATIONS HEREUNDER.

10.3 NO STATEMENT MADE BY ANY PERSON WITH RESPECT TO ANY PRODUCT SHALL CONSTITUTE A WARRANTY, BE RELIED UPON BY ANY CUSTOMER OR ANY OTHER PARTY, OR BE DEEMED PART OF THIS LIMITED WARRANTY OR ANY SALE AGREEMENT BETWEEN WARRANTOR AND ANY CUSTOMER.

10.4 WARRANTOR RESERVES THE RIGHT TO MODIFY OR DISCONTINUE THIS LIMITED WARRANTY AT ANY TIME AND FOR ANY REASON IN ITS SOLE DISCRETION, WITH OR WITHOUT NOTICE, PROVIDED THAT ANY SUCH MODIFICATION OR DISCONTINUANCE WILL BE EFFECTIVE ONLY WITH RESPECT TO ANY PRODUCT PURCHASED AFTER SUCH MODIFICATION OR DISCONTINUANCE HAS OCCURRED. IN ADDITION, WARRANTOR RESERVES THE RIGHT TO CHANGE ITS PRODUCTS (INCLUDING BUT NOT LIMITED TO THEIR DESIGN, MATERIAL COMPOSITION AND/OR COMPONENTS) FROM TIME TO TIME WITHOUT NOTICE AND WITH NO OBLIGATION TO MAINTAIN SPECIFIC SPARE PARTS OR TO MAKE CORRESPONDING CHANGES IN WARRANTOR’S PREVIOUSLY MANUFACTURED PRODUCTS.