

ESNA TECHNOLOGIES, INC. (“VENDOR”)

PRODUCT WARRANTY

- a. THIS SECTION HAS BEEN INTENTIONALLY LEFT BLANK.

- b. Software. VENDOR warrants to NACR and to End User that the software portion of the Products shall conform to its published functional specifications for a period of one (1) year from the date of acceptance of the Product by End User, provided that the software is used in a manner consistent with any applicable VENDOR hardware and software configuration specifications. During the warranty period, VENDOR shall promptly correct errors that reflect deviations from the published specifications as are requested by End User.

- c. Repair, Replace, or Refund. All Products sold under the terms and provisions of this Agreement are warranted to operate in accordance with the standard specifications or documentation accompanying each Product. If, during the warranty period, a Product fails to conform to the terms and provisions of the warranty, NACR shall promptly notify VENDOR in writing of any warranty claim. VENDOR, at its option, will replace or repair the Product without charge. If, after two (2) attempts to repair and/or replace the Product, VENDOR fails to cause the Product to conform to the terms and provisions of the warranty, NACR may request a refund of the Price attributable to the Products and Services. Such refund shall be paid to NACR within fifteen (15) days after VENDOR receives the refund request from NACR.

- d. Warranty Exclusions. This warranty does not cover repairs for damages to Products or malfunctions caused by any of the following:
 - 1) Misuse or neglect;
 - 2) Failure by End User to follow installation or operation instructions; or
 - 3) Failure to permit remote access.

- e. Warranties to NACR and End User. VENDOR warrants to NACR and End User that
 - 1) It has title to the Products, that it has the right to manufacture the Products, and that it has the right to sell the Products; and
 - 2) The Products do not infringe upon any intellectual property right of any third party.