

**PRESENTIAHD LLC**  
**PRODUCT WARRANTY**

- a. Hardware. VENDOR warrants to C1 and to End User that the portion of the Products that is Hardware shall conform to its published functional specifications and be free from defects in material and workmanship for a period of one (1) year from the date on which Product Acceptance occurs.
- b. Software. VENDOR warrants the software directly to End User and the terms and provisions of such warranty are reflected in Exhibit A, which is attached hereto and hereby herein incorporated by reference.
- 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, C1 shall promptly notify VENDOR in writing of any warranty claim.
- 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 C1 and End User. VENDOR warrants to C1 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.