

ETELEMETRY, INC.
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 ninety (90) days from the date on which Product Acceptance occurs.
- b. Software. VENDOR warrants to C1 and to End User that the software portion of the Products shall conform to its published functional specifications for a period of ninety (90) days 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, C1 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, C1 may request a refund of the Price attributable to the Products and Services. Such refund shall be paid to C1 within fifteen (15) days after VENDOR receives the refund request from C1.
- 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.