

CyberCogs Limited Warranty

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b. CYBERCOGS SHALL ONLY HAVE LIABILITY FOR BREACHES OF WARRANTY IF PURCHASER PROVIDES WRITTEN NOTICE OF THE BREACH TO CYBERCOGS WITHIN THIRTY (30) DAYS OF THE PERFORMANCE OF THE APPLICABLE SUPPORT SERVICES.

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CyberCogs warrants that it will complete the Professional Services in accordance with the applicable SOW and exercise the degree of skill, diligence and prudence that would reasonably and ordinarily be expected in the performance of the Professional Services. CyberCogs' sole obligation and liability for any breach of this Limited Warranty and your sole and exclusive remedy therefor, shall be for CyberCogs to re-perform or correct any non-conforming Professional Services to the extent due to errors on the part of CyberCogs, provided Customer notifies CyberCogs of such non-conformance within ten (10) days after the completion of such Professional Service or any defined portion or segment thereof. Warranty claims must be made in writing during the warranty period and within seven (7) days of the observation of the defect accompanied by evidence of the defect satisfactory to CyberCogs, together with any available details that may reasonably assist CyberCogs to reproduce the noncompliance and effect a cure. This Limited Warranty is conditioned upon payment of the invoice. CyberCogs shall have no obligation under this Limited Warranty unless Customer promptly notifies CyberCogs in writing of any failures within the applicable warranty period. This Limited Warranty extends only to the end user Customer. THIS LIMITED WARRANTY IS THE ONLY EXPRESS WARRANTY PROVIDED BY CYBERCOGS. OTHER THAN THE EXPRESS WARRANTIES STATED IN

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HARDWARE AND SOFTWARE

- a. Limited Hardware Warranty. For a period of one (1) year commencing from the date of original shipment by CyberCogs (as evidenced by CyberCogs packing slip or other receipt) or the date title passes to Purchaser, whichever date is earlier, CyberCogs warrants that the Hardware portion of Product(s), as originally provided by CyberCogs, shall be materially free of defects in material and workmanship under normal use and will materially conform to CyberCogs’ published Documentation applicable to the Product purchased. In the event CyberCogs determines that the Hardware fails to comply with the foregoing warranty during the applicable warranty period, CyberCogs's sole obligation, and Purchaser’s sole remedy shall be for CyberCogs to replace or repair the Product, or component thereof that does not meet the foregoing limited warranty, free of charge. Any replacement or repaired component will be warranted for the remainder of the original warranty period or 30 days, whichever is longer. For clarity, any Software or firmware pre-installed in the Hardware is subject to the Limited Software Warranty set forth in Section 10(b).
- b. Limited Software Warranty. For a period of ninety (90) days from the date Software is made available by CyberCogs for download or otherwise, CyberCogs warrants that such Software, as originally provided by CyberCogs, will perform substantially in accordance with the published Documentation applicable to the Software release purchased, provided that it is used on the computer hardware and with the operating system for which it was designed. In the event CyberCogs determines that the Software fails to comply with the foregoing warranty during the applicable warranty period, CyberCogs's sole obligation, and Purchaser’s sole remedy shall be, for CyberCogs to use commercially reasonable efforts to correct such defect in order to make the Software operate as warranted.
- c. Warranty Claims. Warranty claims must be made in writing during the warranty period accompanied by evidence of the defect satisfactory to CyberCogs together with any available details that may reasonably assist CyberCogs to reproduce the noncompliance and effect a cure. All returns must comply with CyberCogs’ then-current return material authorization (“RMA”) policy set forth in the Support Terms. If End-User receives a replacement unit of the Hardware, End-User may retain such Hardware, at CyberCogs’ option, in full satisfaction of any replacement remedy provided herein. CyberCogs’ obligations under this express warranty are subject to CyberCogs’ examination of the Product and CyberCogs’ determination to its reasonable satisfaction that the claimed defect or fault actually exists,

and is not excluded from this Limited Warranty. If CyberCogs determines that the Product is not defective or faulty within the terms of this Limited Warranty, Purchaser shall be liable for all costs of handling, transportation and repairs at CyberCogs' then prevailing repair rates.

d. Conditions to Warranty. This Limited Warranty is conditioned upon payment of the purchase invoice and proper use of the Product, in accordance with any instructions or manuals provided by or available from CyberCogs. CyberCogs shall have no obligation under this Limited Warranty unless End-User promptly notifies CyberCogs in writing of any failures within the applicable warranty periods. This Limited Warranty extends only to the End-User.

e. Warranty Exclusions. This Limited Warranty shall not apply to Products that have been: (i) improperly installed, modified or repaired by anyone other than CyberCogs; (ii) used in a manner other than as authorized under the Documentation applicable to the Product purchased; (iii) installed, operated or maintained not in accordance with the instructions supplied by CyberCogs, including but not limited to the installation, operation or maintenance of the Products on any hardware, operating system or tools (including their specific configurations) that are not compatible with the Products; (iv) modified, altered or repaired by a party other than CyberCogs or a party authorized by CyberCogs; (v) operated or maintained in unsuitable environmental conditions, or by any other cause external to the Product or otherwise beyond CyberCogs' reasonable control, including any extreme power surge or failure or electromagnetic field, rough handling during transportation, fire or other act of God; (vi) use of the Products with telecommunication interfaces other than those supplied or approved by CyberCogs not meeting or not maintained in accordance with CyberCogs' specifications as described in the Documentation, unless CyberCogs has specifically agreed in writing to include such modifications within the scope of this Agreement; (vii) damaged due to failure of power, air conditioning or humidity control, or failures of storage media not furnished by CyberCogs or for consumable operating supplies or accessories outside the parameters designated in the Documentation or elsewhere, unless specifically included in this Agreement; (viii) subjected to accident, unusual physical, electrical or electromagnetic stress, neglect, or misuse fault or negligence of Purchaser, its employees, agents, contractors or visitors, operator error; or (ix) where the serial numbers, warranty data or quality assurance decals on the Hardware are removed or altered. CyberCogs's warranty does not apply to (i) products manufactured by third parties and resold by CyberCogs without re-marking under CyberCogs's trademarks, (ii) software products that are not developed by CyberCogs, and (iii) consumable items (e.g. batteries).

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