

## Warranty and Maintenance Policy for the KwikTag Appliance

a. *Scope of Services.* During the term of this Maintenance Agreement, Licensor will provide Licensee the following Standard Maintenance Services for the KwikTag Appliance:

i. Advance Replacement Warranty – Return and Repair

a. ImageTag offers standard advance replacement service that involves shipping an advance replacement product directly to customer, using Returned Material Authorization procedures, during the warranty period.

b. Failed units must be shipped to the designated regional troubleshooting facility for initial diagnosis within 10 business days of the original failure. The Customer will be invoiced for units not returned after 30 days from the reported failure. Customer must obtain an RMA number for each return unit, which shall be provided by ImageTag upon request. Customer must print the RMA number and its name, address and contact person on the outside of the shipping carton.

c. Early Life Failures Products which suffer field failures within 30 days after initial shipments are classified as Early Life Failures and will be replaced with new products. Other replacement products may be new or factory reconditioned, at ImageTag's discretion.

d. Return Unit Shipping Charges. ImageTag will pay shipping charges for the repaired or replaced products sent to Licensee and for the return of the replaced product if return of the replaced product is required

ii. *Field Replacable Units.* ImageTag may designate certain hardware components to be "Field Replacable Units," ("FRU's") in its sole discretion. Typically, FRU's will be those that can be replaced in the field without the use of tools. ImageTag, or its Customers, may replace FRU's in Products in the field, following instructions provided by ImageTag, without affecting the warranty status of the Product. ImageTag will ship FRU's to customers on advance replacement basis.

iii. *No Fault Found returns.* Units under warranty that are returned to ImageTag or its designated depot, inspected, tested, and a problem is not found, will be a chargeable event to the Customer. ImageTag will invoice customer \$500 plus shipping costs per No Fault Found incident.

iv. *No Fault Found Returns.* Recall and Proactive Replacement. As part of the Lifecycle Management Processes, ImageTag may be made aware of a hardware, software or firmware issue that will compromise the performance of Customer's applications at customer sites. These issues can be remedied by the component vendor by a recall or warranty replacement. ImageTag will promptly make the affected Customers aware of the issue. Working with the component vendor, the parties will agree upon a plan of action to minimize disruption to customers. If the Customer chooses not to upgrade their site for a known component issue, service requirements for these locations will not be treated as a warranty transaction. Sixty days (60) after initial notification, all services will be treated on a time and materials (per event) basis and the Customer will be responsible for all shipping charges.

b. *Term.* The term of this warranty is three (3) years from the date the appliance is shipped.

c. *Limitation and Exclusive Remedy.* The Customer's exclusive remedy and ImageTag's sole liability under this Warranty is that ImageTag will repair or replace any item of hardware which fails during the Warranty Period solely by providing the support and following the procedures described in this document. Customer agrees that parts utilized in warranty services may be remanufactured and/or refurbished. All replaced parts shall be the property of ImageTag on an exchange basis. The above warranties are contingent upon proper use of the product. The warranties will not apply to any failure caused by: (i) accident; unusual physical, electrical or electromagnetic stress; neglect; misuse; fluctuations in electrical power beyond documented specifications; failure of air conditioning or humidity control; (ii) use of the products with any equipment or software not furnished by ImageTag; (iii) integration, alteration or repair of the products by anyone other than ImageTag; or (iv) directly accessing and/or modifying the Operating System (OS), whether by logging on to the console or remote desktop, installing 3rd party applications or utilities, making unauthorized configuration or network changes, or otherwise accessing the OS in any way not specifically authorized in the KwikTag Appliance Setup Guide. All warranty returns, repairs, replacement, maintenance support services, or other system-related issues that are reasonably related any of the warranty exclusions set forth above or any other mistreatment of equipment, will be billed to the Customer on a time and materials (per event) basis at the then-current support and service rates with the Customer being liable for all associated labor and other charges, including shipping costs and fees.