

ADURA LIMITED HARDWARE AND SOFTWARE WARRANTIES

Hardware Warranty

Adura warrants to Buyer that the platform control devices, associated sensors, network components (including Adura Gateway and Gateway hardware) purchased from Adura (collectively, "**Hardware**") will conform to their written specifications and be free from defects in workmanship and material under normal use and service for 5 years from date of delivery to Buyer or the date of manufacture based on the serial number if the date of delivery cannot be reasonably ascertained ("**Hardware Warranty Period**"). Adura passes through manufacturers' warranties, if any, as permitted for third party hardware which may be supplied with the system and Buyer agrees to look only to such third party vendors for any warranty claims relating thereto.

For Hardware not conforming to this limited Hardware warranty during the Hardware Warranty Period, As its sole responsibility, Adura, at its option, will repair or replace the defective Hardware with new or equivalent to new components and Hardware so long as Buyer provides written notice of a covered, reproducible defect during the Hardware Warranty Period, Buyer complies with Adura's return material authorization process ("**RMA Process**") and is otherwise in compliance with this warranty.

Repaired Hardware will be covered by this limited Hardware warranty for the longer of the remaining term of the Warranty Period or 30 days from shipment of the repaired Hardware to the Buyer. Adura owns all parts removed from the Hardware for which a replacement was provided.

Software Warranty

If not otherwise warranted and for Software licensed in a customer-hosted environment , Adura warrants to Buyer that the software media (excluding media provided by third parties) will be free in defects in media for 90 days from the date of delivery ("**Software Warranty Period;**" collectively with Hardware Warranty Period, "**Warranty Period**").

For Software not conforming to this limited Software warranty, Adura, as its sole responsibility, will replace the defective media so long as the Buyer provides written notice of the defect during the Software Warranty Period, Buyer complies with Adura's RMA Process and is otherwise in compliance with this warranty.

Additional Levels of Service and Maintenance and Support Outside of Warranty or Warranty Additional levels of service or maintenance and support outside these limited warranties or Warranty Period will be provided on as-available on a time and materials basis unless covered by a then-current Adura Maintenance and Support Program ("**Program**") purchased from Adura.

Exclusions

This limited Hardware Warranty and limited Software Warranty do not cover any event other than ordinary use including but not limited to: (a) damage caused by misuse (including but not limited to use contrary to or not otherwise prescribed by the written specifications or negligence), abuse, accidents or unauthorized or improper installation, use in an improper environment, overloading, power failures, power surges, air conditioning failure, humidity, fire, explosion, earthquake, unauthorized or improper maintenance or repair or force majeure; (b) any defects or damage caused by third party software or hardware used with, installed on or accompanying the Hardware or software licensed by Adura; and (c) the cost of onsite services, labor, installation, commissioning, removal, reinstallation or re-commissioning and any other work except as specified in these limited warranties.

If no covered, defect is found, Adura reserves the right to charge Buyer and Buyer agrees to pay Adura's standard time and materials fees for services performed and the purchase price (plus all costs of handling and shipping) for replaced Hardware.

DISCLAIMER

BUYER'S SOLE AND EXCLUSIVE REMEDIES AND ADURA'S SOLE OBLIGATION FOR ANY WARRANTY CLAIM ARE STATED ABOVE.

EXCEPT AS EXPRESSLY WARRANTED, HARDWARE AND SOFTWARE ARE PROVIDED ON AN "AS-IS" BASIS WITHOUT ANY WARRANTIES, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT OR THAT HARDWARE OR SOFTWARE WILL OPERATE UNINTERRUPTED OR ERROR-FREE.

ADURA, ITS SUPPLIERS AND LICENSORS SHALL NOT BE LIABLE FOR ANY INCIDENTAL, INDIRECT SPECIAL OR CONSEQUENTIAL DAMAGES INCLUDING THE COST OF COVER, LOST PROFITS OR LOST DATA AND ADURA'S TOTAL LIABILITY HEREUNDER, REGARDLESS OF THE FORM OF ACTION, SHALL NOT EXCEED THE PURCHASE PRICE OF THE HARDWARE OR LICENSE FEE FOR THE SOFTWARE RELATED TO SUCH CLAIM OR CAUSE OF ACTION.