

Thales eSecurity, Inc.

LIMITED WARRANTY

1. Scope and Definitions

This Limited Warranty applies to all Hardware and Services purchased and all Software licensed from Thales eSecurity, Inc. ("Thales") or one of its Authorized Partners.

Capitalized terms used herein without definition shall have the meanings ascribed to them in the General Terms and Conditions.

2. Limited Hardware Warranty.

Thales warrants that the Hardware portion of Product(s) when and as delivered to you, and for a period of one (1) year commencing from the date of original shipment by Thales (as evidenced by Thales packing slip or other receipt) or the date title passes to you, whichever date is earlier, shall be materially free of defects in material and workmanship under normal use and will materially conform to Thales' published Documentation applicable to the Product release purchased. This warranty applies to you only as the purchaser and end user of the Product, and is not transferable.

In the event Thales determines that the Hardware fails to comply with the foregoing warranty during the applicable warranty period, Thales's sole obligation, and your sole remedy shall be, at Thales' sole discretion, (i) to replace or repair the Product, or component thereof, that does not meet the foregoing limited warranty, free of charge; or (ii) to refund the price paid by you for the Product, or component thereof. Any replacement or repaired component will be warranted for the remainder of the original warranty period or 30 days, whichever is longer.

3. Limited Software Warranty.

Thales warrants that the Software, when and as made available to you for download or otherwise, and for a period of ninety (90) days after such date, 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 Thales determines that the Software fails to comply with the foregoing warranty during the applicable warranty period, Thales shall use commercially reasonable efforts to correct such defect in order to make the Software operate as warranted.

4. Limited Services Warranty.

Thales warrants that it will exercise that degree of skill, diligence and prudence that would reasonably and ordinarily be expected in the performance of the Services. Thales' sole obligation and liability for any breach of the Services Warranty and your sole and exclusive remedy therefor, shall be for Thales to re-perform the non-conforming Services.

5. Warranty Claims.

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 Thales together with any available details that may reasonably assist Thales to reproduce the noncompliance and effect a cure.

All returns must comply with Thales' return material authorization ("RMA") policy located at https://extranet.thales-esecurity.com/RMA_policy.pdf which terms are hereby incorporated by reference.

If you receive a replacement unit of the Hardware, you may retain such Hardware, at Thales' option, in full satisfaction of your replacement remedy.

Thales' obligations under this express warranty are subject to Thales' examination of the Product and Thales' determination to its reasonable satisfaction that the claimed defect or fault actually exists, and is not excluded from this Limited Warranty. If Thales determines that the Product is not defective or faulty within the terms of this Limited Warranty, you shall be liable for all costs of handling, transportation and repairs at Thales' then prevailing repair rates.

6. Conditions to Warranty.

This Limited Warranty is conditioned upon your payment of the purchase invoice and proper use of the Product, in accordance with any instructions or manuals provided by or available from Thales. Thales shall have no obligation under this Limited Warranty unless you promptly notify Thales in writing of any failures within the applicable warranty periods.

This Limited Warranty extends only to you as the end-user of our Products.

7. Exclusions.

This Limited Warranty shall not apply to Products that have been:

- i. improperly installed, modified or repaired by anyone other than Thales;
- ii. used in a manner other than as authorized under the Documentation applicable to the Product release purchased;

- iii. installed, operated or maintained not in accordance with the instructions supplied by Thales, 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 Thales or a party authorized by Thales;
- v. operated or maintained in unsuitable environmental conditions, or by any other cause external to the Product or otherwise beyond Thales' 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 Thales not meeting or not maintained in accordance with Thales' specifications as described in the Documentation, unless Thales 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 Thales 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 Customer, its employees, agents, contractors or visitors, operator error;
- ix. where the serial numbers, warranty data or quality assurance decals on the Hardware are removed or altered.

8. DISCLAIMERS

THIS LIMITED WARRANTY IS THE ONLY EXPRESS WARRANTY PROVIDED BY THALES.

OTHER THAN THE EXPRESS WARRANTIES STATED IN THIS LIMITED WARRANTY, THE HARDWARE, SOFTWARE, AND SERVICES ARE BEING DELIVERED "AS IS" AND THALES MAKES NO WARRANTY OF ANY KIND, WHETHER STATUTORY, EXPRESS, OR IMPLIED AND HEREBY DISCLAIMS ANY AND ALL WARRANTIES NOT SET FORTH IN THIS LIMITED WARRANTY, INCLUDING WITHOUT LIMITATION, THE IMPLIED WARRANTIES OF TITLE, NON-INFRINGEMENT, QUIET ENJOYMENT, MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

THALES DOES NOT WARRANT OR GUARANTEE THAT THE PRODUCTS OR SERVICES WILL MEET YOUR REQUIREMENTS, OR THAT THE PRODUCTS OR SERVICES WILL BE FREE FROM ERRORS OR "BUGS" OR THAT THE OPERATION OF THE SOFTWARE WILL BE UNINTERRUPTED OR ERROR-FREE OR OPERATE IN AN UNINTERRUPTED FASHION, OR THAT ANY DEFECTS OR ERRORS WILL BE CORRECTED, OR THAT THE PRODUCTS OR SERVICES ARE COMPATIBLE WITH ANY PARTICULAR PLATFORM OR THAT THE FUNCTIONS IN THE SOFTWARE WILL OPERATE IN ALL COMBINATIONS OF HARDWARE OR SOFTWARE WHICH MAY BE SELECTED BY YOU OR WILL MEET YOUR REQUIREMENTS.



SOME JURISDICTIONS DO NOT ALLOW FOR THE WAIVER OR EXCLUSION OF IMPLIED WARRANTIES SO THEY MAY NOT APPLY. IF THIS EXCLUSION IS HELD TO BE UNENFORCEABLE BY A COURT OF COMPETENT JURISDICTION, THEN ALL EXPRESS AND IMPLIED WARRANTIES SHALL BE LIMITED IN DURATION TO A PERIOD OF THIRTY (30) DAYS FROM THE DATE OF DOWNLOAD OF THE SOFTWARE, AND THIRTY (30) DAYS FROM THE DATE OF DELIVERY OF THE HARDWARE AND NO WARRANTIES SHALL APPLY AFTER THAT PERIOD.

THALES MAKES NO WARRANTY AS TO THE SECURITY PROVIDED BY ANY PRODUCT. FURTHERMORE, THALES MAKES NO EXPRESS OR IMPLIED WARRANTY WITH RESPECT TO THE PERFORMANCE OF OR RESULTS TO BE OBTAINED FROM ANY PRODUCTS OR SERVICES.

9. Amendments

This Limited Warranty may be modified only by express written agreement between the parties, and may not be modified or amended by any course of dealing between the parties, or custom and practice in the industry.