



Limited Hardware and Software Warranty Terms

By purchasing the CrisisAlert™ System (referred to as the “System”) in the United States from an approved Seller, the original end-user purchaser (referred to as the “Initial Customer”) receives a Limited Warranty with special terms that apply to the hardware and software warranty during the warranty period. The embedded software is subject to the CENTEGIX™ End User License Agreement (EULA) and/or any Software End User License Agreement (SEULA) or specific Software warranty terms for additional software products loaded on the device.

If you are the Initial Customer, you are asked to read the following terms and conditions carefully before using any of the products of the system. By using the system you consent to be bound by and become a party to the terms and conditions of the Limited Warranty provided in this document.

Limited Hardware Warranty and Disclaimer

*Duration of Hardware Warranty: One (1) Year**

1. Limited Warranty. Subject to the provisions of this Limited Warranty, 34ED, LLC (d/b/a CENTEGIX™), or the 34ED, LLC subsidiary selling the Product (“CENTEGIX™”) warrants that commencing from the date of shipment to Initial Customer (and in case of resale by a CENTEGIX™ reseller, commencing not more than ninety (90) days after original shipment by CENTEGIX™), and continuing for a period of the longer of (a) 3 Years or (b) as otherwise set forth at <https://www.CENTEGIX.com/warranty>, the Hardware will be free from defects in material and workmanship under normal use. This Limited Hardware Warranty only applies to the CrisisAlert™ System Products that are manufactured by CENTEGIX™ (referred to as “Product(s)”) including internal batteries unless otherwise specified in (D) below. The date of shipment of a Product by CENTEGIX™ is set forth on the packaging material in which the Product is shipped. This limited warranty extends only to the Initial Customer of the Product. Initial Customer’s sole and exclusive remedy and the entire liability of CENTEGIX™ and its suppliers under this limited warranty will be, at CENTEGIX™’s option, shipment of a replacement within the warranty period and according to the replacement process described below or a refund of the purchase price if the Product is returned to the party supplying it to the Initial Customer, freight and insurance prepaid. CENTEGIX™ replacement parts used in Hardware replacement may be new or equivalent to new. If CENTEGIX™ repairs or replaces a Product, its Limited Warranty is not extended. CENTEGIX™’s obligations hereunder are conditioned upon the return of affected Hardware in accordance with CENTEGIX™’s then-current Return Material Authorization (RMA) procedures.
2. Replacement, Repair or Refund Procedure for Hardware: If CENTEGIX™ receives, during the applicable warranty period, notice of a defect in any product which is covered by CENTEGIX™’s warranty, CENTEGIX™ will either repair or replace the product, at CENTEGIX™’s discretion. CENTEGIX™ will use commercially reasonable efforts to ship a replacement part for delivery after troubleshooting efforts led by CENTEGIX™ Support or designated representative confirm said part is defective. If any advance replacement option is offered by CENTEGIX™, an executed credit card form with additional terms and conditions may be required from the Initial Customer before the advance replacement occurs. Initial Customer will be responsible for costs of Products not returned to CENTEGIX™. If CENTEGIX™ is unable to repair or replace, as applicable, a defective product which is covered by CENTEGIX™’s warranty, CENTEGIX™ at its sole decision and within a reasonable time after being notified of the defect, will refund the purchase price of the product.
3. Restrictions. This limited warranty does not apply if the Hardware (a) has been altered, except by CENTEGIX™ or its authorized representative, (b) has not been installed, operated, repaired, or maintained in accordance with instructions supplied by CENTEGIX™, (c) has been subjected to abnormal



physical or electrical stress, abnormal environmental conditions, misuse, negligence, or accident, (d) is licensed for pilot, beta, evaluation, testing or demonstration purposes; or (e) is damaged, stolen, or missing.

4. *Hardware Warranty Limitations and Exclusions. Certain Products manufactured by CENTEGIX™ may have warranties less than those specified in the above terms. This includes, but is not limited to, Visitor Badges and Officer Badges that have more frequent location tracking ability. Any Product that includes a limited warranty with a duration shorter than three (3) years will be specified with the limited term in a quote, proposal, or estimate. More information can be found on our website <https://www.CENTEGIX.com/warranty>.
5. You must contact CENTEGIX™ within fifteen (15) days of the failure of the Hardware in order to make a warranty claim under this agreement.

Software Warranty and Disclaimer

*Duration of Software Warranty: One (1) Year**

Limited Software Warranty and Disclaimer

1. Limited Warranty. CENTEGIX™ warrants that the Software will substantially conform to the applicable Documentation for the longer of (i) 1 Year following the date the Software is made available to the Initial Customer, (ii) as otherwise set forth at <https://www.CENTEGIX.com/warranty>, or (iii) CENTEGIX™ is paid-in-full for an additional year extension of the Software License (Hardware Warranty would not be extended in this case). This warranty does not apply if the Software, CENTEGIX™ System, or any other equipment upon which the Software is authorized to be used: (i) has been altered, except by CENTEGIX™ or its authorized representative, (ii) has not been installed, operated, repaired, or maintained in accordance with instructions supplied by CENTEGIX™, (iii) has been subjected to abnormal physical or electrical stress, abnormal environmental conditions, misuse, negligence, or accident; (iv) is licensed for beta, evaluation, testing or demonstration purposes or other circumstances for which the Approved Source does not receive a payment of a purchase price or license fee; or (v) has not been provided by an Approved Source. CENTEGIX™ will use commercially reasonable efforts to deliver the Software free from any viruses, programs, or programming devices designed to modify, delete, damage or disable the Software or Initial Customer's data.
2. Restrictions. This limited warranty does not apply if the Hardware (a) has been altered, except by CENTEGIX™ or its authorized representative, (b) has not been installed, operated, repaired, or maintained in accordance with instructions supplied by CENTEGIX™, (c) has been subjected to abnormal physical or electrical stress, abnormal environmental conditions, misuse, negligence, or accident; or (d) is licensed for beta, evaluation, testing or demonstration purposes.
3. Exclusive Remedy. At CENTEGIX™'s option, CENTEGIX™ will repair, replace, or cause the refund of the license fees paid for the non-conforming Software. This remedy is conditioned on the Initial Customer reporting the non-conformance in writing to CENTEGIX™ within the warranty period. CENTEGIX™ may ask the Initial Customer to return the Software, the CENTEGIX™ product, and/or Documentation as a condition of this remedy. This Section is Initial Customer's exclusive remedy under the warranty.
4. Disclaimer. Except as expressly set forth above, CENTEGIX™ and its licensors provide Software "as is" and expressly disclaim all warranties, conditions or other terms, whether express, implied or statutory, including without limitation, warranties, conditions or other terms regarding merchantability, fitness for a particular purpose, design, condition, capacity, performance, title, and non-infringement. CENTEGIX™ does not warrant that the Software will operate uninterrupted or error-free or that all errors will be corrected. In addition, CENTEGIX™ does not warrant that the Software or any equipment, system or network on which the Software is used will be free of vulnerability to intrusion or attack.

5. Limitations and Exclusions of Liability. In no event will CENTEGIX™ or its licensors be liable for the following, regardless of the theory of liability or whether arising out of the use or inability to use the Software or otherwise, even if a party been advised of the possibility of such damages: (a) indirect, incidental, exemplary, special or consequential damages; (b) loss or corruption of data or interrupted or loss of business; or (c) loss of revenue, profits, goodwill or anticipated sales or savings. All liability of CENTEGIX™, its affiliates, officers, directors, employees, agents, suppliers and licensors collectively, to Initial Customer, whether based in warranty, contract, tort (including negligence), or otherwise, will not exceed the license fees paid by Initial Customer to any Approved Source for the Software that gave rise to the claim. This limitation of liability for Software is cumulative and not per incident. Nothing in this Agreement limits or excludes any liability that cannot be limited or excluded under applicable law.
6. You must contact CENTEGIX™ within fifteen (15) days of the failure of the Software in order to make a warranty claim under this agreement.

Disclaimer of Warranty

EXCEPT AS SPECIFIED IN THIS LIMITED WARRANTY, ALL EXPRESS OR IMPLIED CONDITIONS, REPRESENTATIONS, AND WARRANTIES INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTY OR CONDITION OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT, SATISFACTORY QUALITY, NON-INTERFERENCE, ACCURACY OF INFORMATIONAL CONTENT, OR ARISING FROM A COURSE OF DEALING, LAW, USAGE, OR TRADE PRACTICE, ARE HEREBY EXCLUDED TO THE EXTENT ALLOWED BY APPLICABLE LAW AND ARE EXPRESSLY DISCLAIMED BY CENTEGIX™, ITS SUPPLIERS AND LICENSORS. TO THE EXTENT AN IMPLIED WARRANTY CANNOT BE EXCLUDED, SUCH WARRANTY IS LIMITED IN DURATION TO THE EXPRESS WARRANTY PERIOD. BECAUSE SOME STATES OR JURISDICTIONS DO NOT ALLOW LIMITATIONS ON HOW LONG AN IMPLIED WARRANTY LASTS, THE ABOVE LIMITATION MAY NOT APPLY. THESE WARRANTIES GIVE INITIAL CUSTOMER SPECIFIC LEGAL RIGHTS, AND INITIAL CUSTOMER MAY ALSO HAVE OTHER RIGHTS WHICH VARY FROM JURISDICTION TO JURISDICTION. THIS DISCLAIMER AND EXCLUSION WILL APPLY EVEN IF THE EXPRESS WARRANTY SET FORTH ABOVE FAILS OF ITS ESSENTIAL PURPOSE.

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imitations and Exclusions of Liability. In no event will CENTEGIX™ or its licensors be liable for the following, regardless of the theory of liability or whether arising out of the use or inability to use the Hardware or otherwise, even if a party been advised of the possibility of such damages: (a) indirect, incidental, exemplary, special or consequential damages; (b) loss or corruption of data or interrupted or loss of business; or (c) loss of revenue, profits, goodwill or anticipated sales or savings. All liability of CENTEGIX™, its affiliates, officers, directors, employees, agents, suppliers and licensors collectively, to Initial Customer, whether based in warranty, contract, tort (including negligence), or otherwise, will not exceed the license fees paid by Initial Customer to any Approved Source for the Hardware that gave rise to the claim. This limitation of liability for Hardware is cumulative and not per incident. Nothing in this limited warranty limits or excludes any liability that cannot be limited or excluded under applicable law.



Governing Law, Jurisdiction and Venue

If Initial Customer acquired the Product in a country or territory listed below, as determined by reference to the address on the purchase order the Approved Source accepted, this table identifies the law that governs this limited warranty (notwithstanding any conflict of laws provision) and the specific courts that have exclusive jurisdiction over any claim arising under this limited warranty.

Country or Territory	Governing Law	Jurisdiction and Venue
United States of America	State of Georgia	State and Federal Courts of Georgia
All other countries or territories	United States	State and Federal Courts of Georgia

Return Material Authorizations

To Receive a Return Materials Authorization (RMA) Number:

- Please contact the party from whom you purchased the product.
- If you purchased the product directly from CENTEGIX™, call CENTEGIX™ Technical Support at 1-800-950-9202 or email support@CENTEGIX™.com to start a validation of your warranty claim.
- Follow specified steps and return material(s) with designated Return Material Authorization (RMA) number.*

*All material returned to CENTEGIX™ must be accompanied by a Return Material Authorization (RMA) number. This number is necessary so that the factory can ensure proper tracking and handling of returned material. If you do not have an RMA number, CENTEGIX™ reserves the right to refuse receipt of returned units.