



## Azalea Product Warranty

1. **Software Warranty.** Supplier Warrants that for a period of twelve (12) months from delivery of the Software (the "Software Warranty Period), the Software will perform in substantial conformance with the technical specifications for such Software set forth in the Documentation. Customer's sole and exclusive remedy, and Supplier's sole and exclusive liability under this Section 1 (Software Warranty) shall be, at Supplier's option: (i) to use commercially reasonable efforts to correct any reproducible errors identified by Customer in writing during the Software Warranty Period which renders the Software non-conforming, (ii) to replace the Software with functionally equivalent Software or (iii) to accept return of the Software from Customer, if applicable. Supplier makes no warranty that the Software will work in combination with any hardware or application software products provided by third parties, that the operation of the Software will be uninterrupted or error free, or that all defects in the Software can be corrected. Supplier shall not have any obligation or liability with respect to this Section 1 (Software Warranty) for any errors or any defects in the Software upon expiration of the Software Warranty Period.

2. **Hardware Warranty.** Supplier warrants to Customer that under normal use and service, for a period of twelve (12) months from delivery of the Hardware (the "Hardware Warranty Period"), such Hardware will be free from defects in materials and workmanship. Customer's sole and exclusive remedy and Supplier's sole and exclusive liability under this Section 2 (Hardware Warranty) shall be, at Supplier's option: (i) to use commercially reasonable efforts to correct any reproducible Hardware errors identified by Customer in writing during the Hardware Warranty Period which renders the Hardware non-conforming, (ii) to replace the Hardware or (iii) accept return of the Hardware from Customer. Supplier shall not be responsible for any of Customer's or third party software, firmware, information or memory data contained in, stored on, or integrated with any Hardware Products returned to Supplier pursuant to any Warranty provided under this Agreement.

3. **Warranty Claims.** To make a return under the Warranty above, the Customer must notify the Supplier in writing by obtaining a Supplier Return Material Authorization number (RMA) within the relevant Warranty Period. The authorized RMA number the Customer receives from Supplier must be marked on the outside package and sent prepaid and packaged appropriately for safe shipment. Supplier will use commercially reasonable efforts to ship any repaired or replaced Product will be shipped to Customer, at Supplier's expense, not later than thirty (30) days after Supplier receives the defective Product. Any repaired or replaced Hardware or Software shall be warranted for the remainder of the unexpired applicable Warranty Period, plus the amount of time the Software or Hardware was under repair. Notwithstanding the above, if any return is due to errors or defects for which Supplier is not responsible or otherwise not covered by the Warranty, Customer shall be liable for and reimburse Supplier for shipping and related expenses.

4. **Disclaimer of Warranty.** EXCEPT AS MAY BE AGREED TO IN A SEPARATE WRITING BETWEEN THE PARTIES, THIS WARRANTY IS IN LIEU OF ALL OTHER WARRANTIES WITH RESPECT TO HARDWARE OR SOFTWARE DELIVERED TO CUSTOMER HEREUNDER, WHETHER STATUTORY, BY OPERATION OF LAW, EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT, TITLE AND ANY WARRANTIES ARISING OUT OF USAGE OR TRADE. THIS WARRANTY IS APPLICABLE SOLELY TO CUSTOMER NAMED IN THE PREAMBLE HERETO AND NOT TO ANY SUCCESSOR IN INTEREST THEREOF OR ANY OTHER THIRD PARTY ON THE DATE HEREOF. NO WAIVER, ALTERATION OR MODIFICATION OF THIS WARRANTY SHALL BE BINDING AGAINST THE SUPPLIER UNLESS IN WRITING AS A SEPARATE AMENDMENT HERETO AND SIGNED BY TWO (2) AUTHORIZED EXECUTIVE OFFICERS OF THE SUPPLIER.

5. **Warranty Limitations.** Supplier shall be relieved of all obligations and liability under the Warranty provisions set forth herein, if:

- a. The Hardware or Software is operated with, or the error or defect is due to, any accessory, equipment, software or part not approved by Supplier;
- b. The Hardware or Software shall not have been installed, operated and maintained in accordance with Supplier's instructions and Documentation;
- c. The Hardware or Software has been repaired, altered or modified by someone other than Supplier;
- d. Customer does not notify Supplier in writing of the error or defect within the applicable Warranty Period with sufficient information for Supplier to identify and reproduce such error or defect or fails to return the defective Hardware or Software in accordance with the terms of this Agreement; or
- e. Supplier can demonstrate that the alleged error or defect in the Software or Hardware does not exist or was caused by Customer's or any third party's misuse, neglect, improper installation or testing, or negligent repair or any other cause beyond the range of the intended use, or by accident, fire, lightning or other hazard or act of God.