

LIMITED WARRANTY

EXCEPT FOR THE WARRANTY SET FORTH BELOW, 4i PLATFORM, INC., A DELAWARE CORPORATION (“SELLER”) MAKES NO WARRANTY WHATSOEVER WITH RESPECT TO ANY SELLER-BRANDED HARDWARE PRODUCTS (INCLUDING ANY EMBEDDED OR PRE-INSTALLED FIRMWARE OR SOFTWARE), INCLUDING ANY (a) WARRANTY OF MERCHANTABILITY; (b) WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE; (c) WARRANTY OF TITLE; OR (d) WARRANTY AGAINST INFRINGEMENT OF INTELLECTUAL PROPERTY RIGHTS OF A THIRD PARTY; WHETHER EXPRESS OR IMPLIED BY LAW, COURSE OF DEALING, COURSE OF PERFORMANCE, USAGE OF TRADE OR OTHERWISE.

Warranty Period. Subject to the exceptions and upon the conditions set forth herein, Seller warrants to the original purchaser of the Products (“**Buyer**”) that for a period of one (1) year from the date of shipment (“**Warranty Period**”), that such Products will be free from material defects in material and workmanship. Any implied warranties relating to the Products, including any implied warranties of merchantability and fitness for a particular purpose, to the extent they cannot be disclaimed under applicable law, are limited to a period of 1 year from date of purchase. Some states do not allow limitations on how long an implied warranty lasts, so the above limitations might not apply to you.

Limitations. The limited warranty set forth herein does not cover loss, damage, or defects resulting from transportation to Buyer’s facility, improper or inadequate maintenance by Buyer, Buyer-supplied software or interfacing, unauthorized modification or repairs, operation outside of the environmental specifications for the equipment, improper site preparation and maintenance, accident, fire or other casualties, misuse, or abuse, including, without limitation, scratches, dents, cracks, failure to follow published user guides, manuals or other written communications, or other defects caused by normal wear and tear or aging. Furthermore, Seller shall not be liable for a breach of the warranty set forth herein if: (i) Buyer makes any further use of such Products after giving such notice; (ii) the defect arises because Buyer failed to follow Seller’s oral or written instructions as to the storage, installation, commissioning, use or maintenance of the Products; (iii) Buyer alters or repairs such Products without the prior written consent of Seller; or (iv) repairs or modifications are made by persons other than Seller’s own service personnel, or an authorized representative’s personnel, unless such repairs are made with the written consent of Seller in accordance with procedures outlined by Seller. Seller shall not be liable for indirect, special, or consequential damages resulting from the use of the Products. Some states do not allow the exclusion or limitation of incidental or consequential damages, so the above limitations might not apply to all buyers. This warranty gives Buyer specific legal rights, and Buyer may also have other rights which vary from state to state. No warranty made hereunder shall extend to any product whose serial number is altered, defaced, or removed.

Data Included in Products. Seller shall have no liability with respect to data or information contained in any Products returned to Seller. Buyer is responsible for making a backup copy of its data and information and removing any data from the Products prior to returning to Seller for replacement or repair services. Seller will reinstall any system software and 3rd party software that was delivered with the original Product, subject to any applicable updates. Solely if Buyer performs the necessary backup and provides the data and information to Seller will Seller reinstall such information and data.

Procedure. Seller shall not be liable for a breach of the warranty set forth herein unless: (i) Buyer gives written notice of the defect, reasonably described, to Seller within five (5) days of the time when Buyer discovers or ought to have discovered the defect and such notice is received by Seller during the Warranty Period; (ii) Seller is given a reasonable opportunity after receiving the notice to examine such Products; (iii) Buyer (if requested to do so by Seller) returns such Products (prepaid and insured to Seller at 800 Old Pond Rd., Suite 706K, Bridgeville, P.A. 15017 or to such other location as designated in writing by Seller) to Seller pursuant to Seller’s RMA procedures and Buyer obtains a RMA number from Seller prior

to returning such Products for the examination to take place; and (iii) Seller reasonably verifies Buyer's claim that the Products are defective and that the defect developed under normal and proper use. Any transportation costs incurred in connection with the re-delivery of a repaired or replaced item to Buyer shall be borne by Seller unless Seller determines that the item is not defective or not covered by the warranty, in which case the cost of repair by Seller including all shipping expenses, shall be reimbursed by Buyer.

Remedies. With respect to any such Products during the Warranty Period, Seller shall, in its sole discretion, either: (i) repair or replace such Products (or the defective part) or (ii) credit or refund the price of such Products at the pro rata contract rate, provided that, if Seller so requests, Buyer shall, at Buyer's expense, return such Products to Seller. **THE REMEDIES SET FORTH IN THE FOREGOING SENTENCE SHALL BE BUYER'S SOLE AND EXCLUSIVE REMEDY AND SELLER'S ENTIRE LIABILITY FOR ANY BREACH OF THE LIMITED WARRANTY SET FORTH HEREIN.** Representations and warranties made by any person, including representatives of Seller, which are inconsistent or in conflict with the terms of this warranty, as set forth above, shall not be binding upon Seller.

No Warranty for Third Party Product. Products manufactured by a third party and third party software ("**Third Party Product**") may constitute, contain, be contained in, incorporated into, attached to or packaged together with, the Products. Third Party Products are not covered by the warranty herein. For the avoidance of doubt, **SELLER MAKES NO REPRESENTATIONS OR WARRANTIES WITH RESPECT TO ANY THIRD PARTY PRODUCT, INCLUDING ANY (a) WARRANTY OF MERCHANTABILITY; (b) WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE; (c) WARRANTY OF TITLE; OR (d) WARRANTY AGAINST INFRINGEMENT OF INTELLECTUAL PROPERTY RIGHTS OF A THIRD PARTY; WHETHER EXPRESS OR IMPLIED BY LAW, COURSE OF DEALING, COURSE OF PERFORMANCE, USAGE OF TRADE OR OTHERWISE.** Notwithstanding the foregoing, in the event of the failure of any Third Party Product, Seller will assist (within reason) Buyer (at Buyer's sole expense) in obtaining, from the respective third party, any (if any) adjustment that is available under such third party's warranty.