

AUKUA LIMITED NINETY (90) DAY WARRANTY

Section 1: Limited Hardware Warranty

An Aukua Limited Hardware Warranty is provided with each Hardware Assembly purchased directly from Aukua or through one of Aukua's authorized distribution channels. For a period of ninety (90) days from date of shipment, Aukua warrants each Hardware Assembly to conform to Aukua's published specifications on date of shipment when properly operated in accordance with procedures described in documentation supplied by Aukua.

If the Hardware Assembly is determined to be in nonconformance during the Warranty period, the customer shall notify Aukua immediately to obtain a Return Material Authorization ("RMA") from Aukua for each nonconforming Hardware Assembly. The customer shall provide a description of the nonconformity and other reasonable information to enable verification of the nonconformity and return the nonconforming Hardware Assembly to Aukua's designated repair facility, freight prepaid.

Aukua's exclusive obligations and liability with respect to nonconforming Hardware Assemblies shall be, at Aukua's option, (a) to repair or replace the hardware assembly with a new or reconditioned equivalent that conforms to the specifications, or, (b) to use reasonable diligent efforts to provide the customer with a correction or workaround of the defect.

The Hardware Assemblies repaired under the Hardware Warranty are returned to the customer freight prepaid by Aukua. Hardware Assemblies repaired under warranty are guaranteed for ninety (90) days from the repair date, or the remainder of the warranty period, whichever is longer.

Section 2: Limited Software Warranty

An Aukua Limited Software Warranty is provided with each Software Product purchased directly from Aukua or through one of Aukua's authorized distribution channels. For a period of ninety (90) days from date of shipment, Aukua warrants Software to conform to Aukua's published specifications on date of shipment when properly operated in accordance with procedures described in documentation supplied by Aukua.

Defects in the Software shall be reported to Aukua accompanied by supporting information reasonably requested by Aukua to verify, diagnose and correct the defect. Aukua's exclusive obligation and liability with respect to nonconforming Software Product shall be, at Aukua's option, (a) to replace that copy of the Software with one that conforms to the specifications, or, (b) to use reasonable diligent efforts to provide the customer with a correction or workaround of the defect. Aukua is under no obligation to provide software updates, which contain additional features and enhancements other than defect corrections.

Section 3: Limitations to Warranties

The warranties set forth above shall not apply to any Software Product or Hardware Assembly which has been modified, repaired or altered, except by an Aukua employee, or which has not been maintained in accordance with any handling or operating instructions supplied by Aukua, or which has been subjected to unusual physical or electrical stress, misuses, abuse, negligence or accidents.

Section 4: Technical Support

Aukua shall provide product technical support on Aukua Products during the warranty period. Aukua Systems technical support personnel can be contacted by phone at +1-866-533-2215 and by electronic mail at support@aukua.com. Support hours are 9:00 am to 6:00 pm CST, Monday through Friday with the exception of company holidays.

Section 5: Customer Support Services Agreement

This warranty coverage is supplemented by the one (1) year customer support services at the “Standard” level included with the purchase of an Aukua Product (other than certain third party products sold separately by Aukua) under the terms and conditions of the Customer Support Services Agreement. The costs of customer support services after the initial one-year period is listed in the product price list.

Section 6: Disclaimer of Warranties

The foregoing warranties are the sole warranties, express or implied, given by Aukua in connection with the hardware assemblies and software product and are exclusive and in lieu of all other warranties, and AUKUA IS MAKING NO OTHER WARRANTIES, EXPRESS OR IMPLIED, WITH RESPECT TO THE HARDWARE ASSEMBLY OR SOFTWARE PRODUCT, INCLUDING BUT NOT LIMITED TO IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, NONINFRINGEMENT OR ARISING FROM A COURSE OF DEALING, USAGE, OR TRADE PRACTICE. The foregoing limitations shall apply even if the above-stated warranty fails of its essential purpose. Aukua does not promise that the Hardware Assembly or Software Product is error-free or shall operate without interruption.

Section 7: Limitation of Liability

IN NO EVENT SHALL AUKUA BE LIABLE TO RESELLER OR ANY OTHER ENTITY FOR LOST PROFITS, LOST BUSINESS OPPORTUNITIES OR COSTS OF PROCUREMENT OF SUBSTITUTE GOODS BY ANYONE OR FOR ANY INDIRECT, SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES, HOWEVER CAUSED AND ON ANY THEORY OF LIABILITY, HOWEVER CAUSED, WHETHER FOR BREACH OF WARRANTY, BREACH OF CONTRACT, REPUDIATION OF CONTRACT, NEGLIGENCE OR OTHERWISE, AND WHETHER OR NOT AUKUA HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. IN NO EVENT SHALL AUKUA’S LIABILITY ARISING OUT OF THIS AUKUA LIMITED NINETY (90) DAY WARRANTY OR OTHERWISE, EXCEED THE MONEY PAID TO AUKUA FOR THE PRODUCTS GIVING RISE TO THE LIABILITY UNDER THESE TERMS AND CONDITIONS OR ANY OTHER AGREEMENT DURING THE ONE (1) YEAR PERIOD PRECEDING THE INCIDENT GIVING RISE TO THE CLAIM. The essential purpose of this provision is to limit the potential liability of Aukua arising out of the sale of products whether for breach of contract, negligence, or otherwise. These limitations shall apply notwithstanding any failure of essential purpose of any limited remedy.