

# AYYEKA HARDWARE LIMITED WARRANTY

This document sets forth the warranty applicable to Ayyeka Wavelet products (the "Products").

- 1. Limited Warranty.** Subject to payment by purchaser of all agreed amounts, Ayyeka warrants to purchasers of the Products that for a period of the earlier to occur: (x) one year following the initial installation of the Ayyeka Product, or (y) 24 months from the delivery of the Ayyeka Product to purchaser, the Ayyeka Product shall operate substantially in accordance with the documentation provided by Ayyeka (the "**Limited Warranty**"). Ayyeka's sole obligation and Purchaser's exclusive remedy for any failure of the Ayyeka Product to conform to the Limited Warranty is the correction or replacement, at Ayyeka's option, of the Ayyeka Product such that it shall conform with the Limited Warranty.
- 2. Exclusions.** The Limited Warranty shall not apply in the event that any part of the Ayyeka Product (including any Software therein) has been: (a) used other than in accordance with applicable documentation or other written operating instructions provided by Ayyeka or its agents; (b) modified, repaired, serviced, maintained or altered by anyone other than Ayyeka without Ayyeka's prior written approval in each instance; (c) combined with or installed on/with operating systems, hardware or other non-Ayyeka equipment, or equipment which do not match Ayyeka's published specifications; (e) damaged by causes beyond the reasonable control of Ayyeka; or (f) used in a harsh environment (all of the forgoing, the "**Exclusion Events**"). In addition, this warranty does not apply to: (a) cosmetic damage, including but not limited to scratches and dents; and (b) defects caused by normal wear and tear or otherwise due to the normal aging of the Product. The Limited Warranty extends only to the initial purchaser and does not extend to any other individual or entity, including any customers or end users of the initial purchaser.
- 3. Resolution of Exclusion Event Problems.** If purchaser requests any services from Ayyeka pursuant to this Limited Warranty, and any non-conformance of the Ayyeka Product with the Limited Warranty is due, in whole or in part, to an Exclusion Event, purchaser shall promptly reimburse Ayyeka for all services provided, at Ayyeka's then-current standard rates, together with any and all costs, expenses and fees incurred by Ayyeka (and its affiliates, agents and subcontractors) in connection with any services requested or provided. **Disclaimer.** Except for the limited warranty set forth above, the Ayyeka Product is provided on an "as is" basis without any warranty or condition whatsoever, and Ayyeka expressly disclaims all other warranties, express and implied, including without limitation any warranty of merchantability, title, non-infringement, and fitness for a particular purpose.
- 4. General.** No third party (including any Company reseller or employee) is authorized to make any modification, extension, or addition to this warranty. If any term is held to be illegal or unenforceable, such term shall be construed as necessary to give it the maximum effect possible under applicable law, and the legality or enforceability of the remaining terms shall not be affected or impaired.