ADVANCED PROGRAMS, INCORPORATED

Worldwide Limited Warranty and Warranty Service Agreement

Warranty Disclaimer

Advanced Programs, Incorporated (API), other than the terms or conditions specifically enumerated below, provides no explicit or implicit warranties or conditions. No implicit warranties of merchantability or suitability for particular purposes are provided. Unless specifically listed in this Limited Warranty, API disclaims all other warranties and conditions. If the equipment is sold for use in a jurisdiction that imposes, by law, implicit warranties, such warranties expire concurrently with the Limited Warranty period. In jurisdictions that allow no such limitation on duration, or that allow no limitation of damages, whether incidental or consequential, some exclusions or limitations of this Limited Warranty may not apply. Only API-branded hardware products sold worldwide by API and/or API-authorized resellers are covered by this Limited Warranty. Applicable in all countries, this Limited Warranty is enforceable in any country where API or API-authorized service providers offer warranty service. The availability of warranty service and the time required to service warranty issues may vary from jurisdiction to jurisdiction and may also be subject to the latest editions of the International Traffic in Arms Regulations (ITAR) and the Technical Security Requirements Document (TSRD).

Warranty Period

API warrants that API-branded hardware purchased from API, or its authorized resellers shall be free from defects in materials or workmanship under normal use for three (3) years, including but not limited to;

- Workstations and Thin Clients (with included standard peripherals)
- Servers & Server Consoles

and one (1) year including but not limited to:

- Monitors (ordered independently)
- Keyboards & Mice (ordered independently)
- Video Conferencing Systems with monitors
- Single Function and Multifunction Printers
- Telephony Devices and accessories
- Video Fiber Extenders
- Networking Devices and accessories
- USB positive Disconnect Devices and Kits
- Headsets, Handsets, and Headphones
- Webcams
- Smart Card Readers (ordered independently)
- Other optional computer peripherals (ordered independently)

Warranty shall commence on the date of shipment from API.

Parties to Whom Warranty is Provided

This limited warranty is provided only to the original purchaser of an API-branded product.

Warranty

During the Limited Warranty period, original purchasers are entitled to warranty service, in accordance with the terms and conditions of this Limited Warranty if API-branded hardware requires repair.

API-branded hardware may be produced with either new materials, or new and used materials equivalent to new materials in both performance and reliability. Spare parts may be new, equivalent to new, or used. Spare parts are warranted to be free from defects in material or workmanship for:

- thirty (30) days, if the remainder of the Limited Warranty period of the API-branded hardware product in which they are installed is less than 30 days; or for the remainder of the limited warranty period of the API-branded hardware product in which they are installed, if the remainder of the Limited Warranty period of the API-branded hardware product in which they are installed is greater than 30 days.

API or an API-authorized repair center, at the sole expense and discretion of API, will repair or replace the defective component(s) or replace the original purchased product for the duration of the Limited Warranty period. All component parts or hardware products removed under this Limited Warranty become the property of API.

Non-warranted Events and Conditions

API does not warrant the purchased product(s) against damage that occurs as a consequence of abuse and/or failure to use the product as originally intended, and/or by failure to follow the instructions in the OEM User's Manual or API User's Manual Addendum provided with the API-branded product.

This warranty shall not apply if the hardware is modified, adjusted, or repaired by the purchaser without the prior written approval of API, or if correction is required through no fault of the equipment, or because of accident, neglect, misuse, or electrical or other operating environment failure. The API warranty and TEMPEST Certification will be void if any repairs to API-branded equipment are attempted by anyone other than authorized personnel. Authorized personnel are:

- API personnel
- Contractors hired by API to perform repairs.
- individuals with a valid Training Certificate; or
- individuals granted special written permission by API.

API products and packaging are intentionally designed to mitigate transit damage. Altering or repackaging of the products for shipment purposes, may void the warranty, if damaged in transit.

API is not liable for consequential damages or for any injury or damage to persons or property resulting from negligence, improper use, handling, application, management, and/or supervision of the use of API-branded hardware products. "Proper use", "management", and "supervision" shall mean:

- use in the application for which the product was intended
- with the utilization of proper controls, procedures, and checkpoints
- by personnel authorized by the original purchaser

If any of the circumstances specified in this paragraph exist, API will submit an evaluation quote and repair estimate to the purchaser before initiation of repairs.

Extended Warranty

API offers extensions to the standard three (3) year or one (1) year Limited Warranty periods. The terms and conditions of the standard Limited Warranty, as stated above, are in effect for the Extended Warranty period. Extended warranty options may be purchased at the same time as the API-branded product or purchased separately at any time within one year of the original order date.

Exercise of Warranty

Exercise of this Limited Warranty requires the purchaser to:

- notify API of any defect as soon as possible.
- obtain authorization for warranty service prior to return; and
- return the equipment to the factory or authorized repair center with all freight charges prepaid.

API will be responsible to return (ship from the factory) the repaired equipment to the purchaser, prepaid, within thirty (30) days of receipt of equipment in a suitable shipping container that is reusable for return shipment. If the supplied packaging is insufficient, API will re-package and inform the customer of any additional costs.

API reserves the right to make changes to hardware product designs at any time and without notice, with no obligation to make similar changes to equipment previously delivered.

Limitation of Liability

IF AN API-BRANDED HARDWARE PRODUCT FAILS TO WORK AS WARRANTED ABOVE, THE ONLY REMEDY SHALL BE REPAIR OR REPLACEMENT. LIABILITY OF API IN REGARD TO THIS LIMITED WARRANTY IS EXPLICITLY LIMITED TO EITHER THE PURCHASE PRICE PAID BY THE ORIGINAL PURCHASER OR THE COST TO REPAIR OR REPLACE MALFUNCTIONING COMPONENTS DURING NORMAL USE OF THE HARDWARE PRODUCT, WHICHEVER IS GREATER.

API IS NOT LIABLE FOR:

- ANY DAMAGES CAUSED BY THE PRODUCT OR THE FAILURE OF THE PRODUCT TO PERFORM.
- ANY LOST PROFITS, SAVINGS, SPECIAL, INCIDENTAL, OR CONSEQUENTIAL DAMAGES; OR
- ANY CLAIM MADE BY A THIRD PARTY OR MADE BY THE ORIGINAL PURCHASER ON BEHALF OF A THIRD PARTY.
- THIS LIMITATION OF LIABILITY CONTINUES IN EFFECT IF DAMAGES ARE SOUGHT OR A CLAIM MADE:
- UNDER THIS LIMITED WARRANTY.
- AS A TORT CLAIM (INCLUDING NEGLIGENCE AND STRICT PRODUCT LIABILITY);
- AS A CONTRACT CLAIM; OR
- AS ANY OTHER CLAIM.

NO PARTY MAY WAIVE OR AMEND THIS LIMITATION OF LIABILITY, WHICH REMAINS IN EFFECT EVEN IF THE ORIGINAL PURCHASER ADVISES API OR AN AUTHORIZED REPRESENTATIVE OF API OF THE POSSIBILITY OF ANY SUCH DAMAGES.

THIS LIMITED WARRANTY GIVES THE ORIGINAL PURCHASER SPECIFIC LEGAL RIGHTS. THE ORIGINAL PURHCASER MAY ALSO HAVE OTHER RIGHTS THAT MAY VARY FROM JURISDICTION TO JURSDICTION. THE ORIGINAL PURCHASER BEARS THE RESPONSIBILITY OF CONSULTING APPLICABLE STATE OR NATIONAL LAWS FOR A FULL DETERMINATION OF RIGHTS.

Claims for Damage in Shipment

The original purchaser is responsible for the inspection and functional testing of the API-branded hardware product(s) in accordance with the supplied documentation upon receipt. If the product is damaged in any way, including concealed damage, a claim must be made with the carrier, or, if insured separately, with the original purchaser's insurance company. If shipping damage occurred from non-domestic commercial carriers or from non-API shipping channels, it is considered a non-warranted event.

Precautions

API IS RESPONSIBLE ONLY FOR THE REINSTALLATION OF PROGRAMS OR DATA THAT WERE INSTALLED BY API DURING THE MANUFACTURING PROCESS. NO IMPLICIT OR EXPLICIT RESPONSIBILITY IS BORNE BY API REGARDING DAMAGE TO OR LOSS OF ANY PROGRAMS, DATA OR REMOVABLE STORAGE MEDIA, NOR THE RESTORATION OR REINSTALLATION OF ANY PROGRAMS OR DATA OTHER THAN SOFTWARE INSTALLED BY API WHEN THE PRODUCT WAS MANUFACTURED.

PERSONNEL AUTHORIZED BY THE ORIGINAL PURCHASER SHOULD PERIODICALLY BACK UP THE DATA STORED ON

HARD DRIVES OR OTHER MASS STORAGE DEVICES TO PROTECT VITAL DATA FROM LOSS, CORRUPTION, OR FAILURE. BEFORE RETURNING ANY UNIT FOR SERVICE, ENSURE THAT ALL DATA IS BACKED UP, AND REMOVE ANY CONFIDENTIAL, PROPRIETARY, OR PERSONAL INFORMATION.

Contacting Advanced Programs, Inc.

Be sure to have the following information available before contacting API Customer Service:

- Product serial number, model name, and model number
- Applicable error messages
- Detailed description of the failures
- Operating system
- Summary setup information
- Voltage settings (i.e. either 110VAC or 220VAC)
- Email: customerservice@advprograms.com
- Phone: 410-312-5866
- Fax: 410-312-5850