

EYECLICK PRODUCT WARRANTY

This Warranty constitutes an integral part of EyeClick's ("**Company**") Purchase Order and supersedes any and all other warranty terms and conditions.

IMPORTANT: By using your Company-branded hardware and/or third-party hardware provided by Company and/or Company-branded software ("**Company Product**" or "**Product**") you agree to be bound by the terms of the Company limited warranty (the "**Warranty**") as set out below. Do not use your product until you have read the terms of the warranty. If you do not accept and agree to the terms of the Warranty, do not use the Product.

WHAT IS COVERED BY THIS WARRANTY

Company warrants the Company Product from the date of delivery for a period of (the "**Warranty Period**"):

1. Hardware:

- One (1) year limited Warranty for the Product hardware
- Three (3) months limited Warranty for the Projector Lamp (under manufacturer's warranty)

2. Software: One (1) year Warranty, during which, you shall be entitled to free software updates released by Company.

Upgrades shall be available upon request and additional quote and fee. After the first year, the Warranty Period may be extended subject to the terms and fees as will be defined by Company at that time.

Notwithstanding the aforesaid, the Warranty Period shall apply only when used in the manner for which it was designed, and when conforms substantially to its end-user manual and other documentation delivered with the Product directly or via its app and prevailing at the time of delivery.

WHAT IS NOT COVERED BY THIS WARRANTY

EXCEPT FOR THE LIMITED WARRANTY EXPRESSLY PROVIDED ABOVE, COMPANY MAKES NO WARRANTIES WITH RESPECT TO ANY PRODUCT AND DISCLAIMS ALL STATUTORY AND IMPLIED WARRANTIES, INCLUDING WITHOUT LIMITATION WARRANTIES OF TITLE, MERCHANTABILITY, AND FITNESS FOR A PARTICULAR PURPOSE. The Company does not warrant that the operation of the Company Product will be uninterrupted or error-free. The Company is not responsible for damage arising from failure to follow instructions relating to the Company Product's use, or from maintenance or other services not performed by Company or a Company Authorized Service Provider ("**EASP**"). THIS WARRANTY DOES NOT APPLY: (a) to consumable parts, such as batteries or protective coatings that are designed to diminish over time, unless failure has occurred due to a

defect in materials or workmanship; (b) to cosmetic damage, including but not limited to scratches, dents and broken plastic on ports; (c) to damage caused by use with another product; (d) to damage caused by accident, abuse, misuse, liquid contact, fire, earthquake or other external cause; (e) to damage caused by operating the Company Product outside of normal use; (f) to damage caused by service (including upgrades and expansions) performed by anyone who is not a representative of Company or an EASP; (g) to a Company Product that has been modified to alter functionality or capability without the written permission of Company; (h) to defects caused by normal wear and tear or otherwise due to the normal aging of the Company Product ; (i) to defects caused by unlawful installation of the Company Product not in accordance with its formal Installation instructions, or (j) if any serial number has been removed or defaced from the Company Product.

IMPORTANT RESTRICTION FOR COMPANY SERVICE

The Company may restrict warranty service for its Products to the country where Company or its Authorized Distributors originally sold the Product.

YOUR RESPONSIBILITIES

Before receiving Warranty service, Company or its agents may require that you furnish proof of purchase details, respond to questions designed to assist with diagnosing the service required and follow Company's procedures for obtaining Warranty service.

Company may install system software updates as part of Warranty service that will prevent the Company Product from reverting to an earlier version of the system software.

WHAT WILL COMPANY DO IN THE EVENT THE WARRANTY IS BREACHED?

If during the Warranty Period you submit a valid claim to Company or an EASP, Company may, at its sole discretion, use reasonable commercial efforts to either (i) repair the Company Product or part using new or previously used parts that are equivalent to new in performance and reliability, or (ii) replace the Company Product or part with a device that is at least functionally equivalent to the Company Product and is formed from new and/or previously used parts that are equivalent to new in performance and reliability.

Company reserves the right to change the method by which Company may provide Warranty service to you, and your Company Product's eligibility to receive a particular method of service.

When a Company Product or part is replaced any replacement item becomes your property and the replaced or refunded item becomes Company's property.

HOW TO OBTAIN WARRANTY SERVICE

If in the scope of the Warranty Period - Please contact a Company representative at USAsupport@eyeclick.com or an EASP. A Company representative or an EASP will help determine whether your Company Product requires service and, if it does, will inform you how Company will provide it.

LIMITATION OF LIABILITY

EXCEPT AS PROVIDED IN THIS WARRANTY AND TO THE MAXIMUM EXTENT PERMITTED BY LAW, COMPANY SHALL NOT BE LIABLE UNDER ANY LEGAL, CONTRACTUAL OR EQUITABLE THEORY (WHETHER IN CONTRACT, TORT, INDEMNITY OR OTHERWISE) FOR ANY DIRECT, INDIRECT, SPECIAL, INCIDENTAL, PUNITIVE OR CONSEQUENTIAL DAMAGES RESULTING FROM ANY BREACH OF WARRANTY OR CONDITION, OR UNDER ANY OTHER LEGAL THEORY, INCLUDING BUT NOT LIMITED TO LOSS OF USE; LOSS OF REVENUE; LOSS OF ACTUAL OR ANTICIPATED PROFITS (INCLUDING LOSS OF PROFITS ON CONTRACTS); LOSS OF THE USE OF MONEY; LOSS OF ANTICIPATED SAVINGS; LOSS OF BUSINESS; LOSS OF OPPORTUNITY; LOSS OF GOODWILL; LOSS OF REPUTATION; LOSS OF, DAMAGE TO, COMPROMISE OR CORRUPTION OF DATA; OR ANY INDIRECT OR CONSEQUENTIAL LOSS OR DAMAGE HOWSOEVER CAUSED INCLUDING THE REPLACEMENT OF EQUIPMENT AND PROPERTY, ANY COSTS OF RECOVERING, PROGRAMMING, OR REPRODUCING ANY PROGRAM OR DATA STORED IN OR USED WITH THE COMPANY PRODUCT OR ANY FAILURE TO MAINTAIN THE CONFIDENTIALITY OF INFORMATION STORED ON THE COMPANY PRODUCT.

INDEMNIFICATION

You shall hold Company harmless and indemnify it against any and all costs, expenses or damages, including, without limitation, attorney's fees, arising from, or relating to, any claims or causes of actions, tort or otherwise, which may be asserted against it, by any third person or entity resulting from any act or omission conducted by you or any other cause of action, arising out of, or in connection with the subsequent sale of the Products by you, your agents or affiliates, during and post the Warranty Period.

GENERAL

No Company reseller, agent, or employee is authorized to make any modification, extension, or addition to this Warranty. If any term is held to be unlawful or unenforceable, the legality or enforceability of the remaining terms shall not be affected or impaired.

No waiver of any default or breach, by any party, shall be deemed to be a waiver of any subsequent default or breach, by that party. You may not deduct or set-off for any reason whatsoever.