

INTEGRATED BIOMETRICS, LLC WARRANTY

Equipment Warranty.

The Company warrants all Hardware to be free from defects in material or workmanship under normal use and service, for a period of twelve (12) months from the date of delivery. All repairs covered by this warranty must be done at the Company's factory, or other such warranty repair facilities of the Company as designated by the Company unless the Company specifically directs that this service be performed at another location. Any defect found to be within this scope of the warranty will be repaired by the Company and all charges for labor and material, will be borne by the Company. If it is determined that either no fault exists in the Company, or the damage to be repaired was caused by negligence of the Customer, its agents or employees Customer agrees to pay all charges, including shipping, associated with each such repair.

Any tampering, misuse or negligence in handling or use of Equipment renders the warranty void. Further, the warranty is void if, at any time, Customer attempts to make any internal changes to any of the components of the Equipment; if at any time the power supplied to any part of the Equipment exceeds the rated tolerance; if any external device attached by Customer creates conditions exceeding the tolerance of the Equipment; or if any time the serial number plate is removed or defaced. OPERATION OF THE EQUIPMENT THAT RENDERS THIS WARRANTY VOID WILL BE DEFINED TO INCLUDE ALL OF THE POSSIBILITIES DESCRIBED IN THIS PARAGRAPH, TOGETHER WITH ANY PRACTICE WHICH RESULTS IN CONDITIONS EXCEEDING THE DESIGN TOLERANCE OF THE EQUIPMENT.

Software Warranty.

Integrated Biometrics, LLC provides a standard kit of software tools referenced as a "Software Development Kit" (SDK). The SDK is provided **without warranty** for performance or compatibility. Integrated Biometrics, LLC, reserves the right to modify, deprecate, or enhance features and functionality offered by the SDK without prior notice. Integrated Biometrics, LLC shall provide a detailed Version Release Notes document to accompany each new release version of the Software Development Kit. It is the sole responsibility of the customer to update, test, and release software applications dependent on the SDK throughout the application lifecycle.

Special Limitations – Film.

The Company warrants its film against degradation and deterioration for twelve (12) months from the date of delivery so long as it is used in accordance with good housekeeping practices, including protecting it from sharp objects or excessive abrasion during transportation or handling. Most household chemicals will not damage the EL film, however caution should be taken to keep the film clean at all times by simply wiping it off with a clean cloth. In general, do not put chemical solutions on the film. If chemicals are spilled on the film, wipe it clean immediately.

- Alcohol or alcohol-based products can cause staining if allowed to remain on the film surface; immediately wipe clean alcohol or alcohol-based products.
- Do not place chemical solutions on the scanner or allow them to remain on the film surface. Common products that require immediate attention and removal include, but are not limited to, the following
 - Acetone and polish removers
 - Paint
 - Paint thinners
 - Stain removers
 - Gasoline or petroleum products
 - Pesticides and herbicides
 - DEET or DEET infused products
 - Cleaning cloths, rags, or devices impregnated with any of the above examples

THE WARRANTY SET FORTH IN THIS SECTION IS IN LIEU OF ALL OTHER WARRANTIES AND COMPRISES THE COMPANY'S SOLE AND ENTIRE WARRANTY OBLIGATION AND LIABILITY TO THE CUSTOMERS AND ASSIGNS IN CONNECTION WITH GOODS AND SERVICES SOLD HEREUNDER. ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO ANY WARRANTIES OF MERCHANTABILITY AND/OR FITNESS FOR ANY PARTICULAR PURPOSE, ARE EXPRESSLY EXCLUDED.

Limitation of Liability.

THE COMPANY'S TOTAL LIABILITY TO CUSTOMER (OR ITS ASSIGNS) FOR DAMAGES FOR ANY CLAIMS, LOSSES OR DAMAGES ARISING OUT OF OR IN ANY WAY RELATED TO ANY CAUSE WHATSOEVER IN RELATION TO THIS AGREEMENT WHETHER BASED IN CONTRACT, TORT (INCLUDING NEGLIGENCE AND/OR GROSS NEGLIGENCE), STRICT LIABILITY, BREACH OF WARRANTY, OR OTHER CAUSE (a "CLAIM") SHALL IN NO EVENT EXCEED THE PURCHASE PRICE OF THE PARTICULAR SHIPMENT WITH RESPECT TO WHICH SUCH CLAIM RELATES. NOTWITHSTANDING THE FOREGOING SENTENCE UNDER NO CIRCUMSTANCES SHALL SELLER BE LIABLE FOR ANY DAMAGES FOR LOSS OF USE, INTERRUPTION OF BUSINESS, LOST PROFITS, REVENUE OR OPPORTUNITY, CLAIMS OF THIRD PARTIES OR FOR INJURY TO PERSONS OR PROPERTY, OR FOR ANY OTHER SPECIAL, EXEMPLARY, INCIDENTAL, INDIRECT, PUNITIVE, CONSEQUENTIAL OR OTHER DAMAGES OF ANY KIND OR NATURE.