

LIMITED WARRANTY AND DISCLAIMER

This Limited Warranty and Disclaimer extends only to OnTime Networks (OTN) products purchased directly from OTN or its authorized Dealers, distributors or other authorized entities.

This Limited Warranty does not apply to:

- (a) Any OTN product that has been modified, altered or repaired by an unauthorized agent or improperly transported, stored, installed, used, or maintained;
- (b) Damage caused by acts of nature, including flood, erosion, or earthquake;
- (c) Damage caused by a sustained low or high voltage situation or by a low or high voltage disturbance, including brownouts, sags, spikes, or power outages; or
- (d) Damage caused by war, vandalism, theft, depletion, or obsolescence.
- (e) Damage resulting from an act of God such as, but not limited to, lightning, flooding, tornado, earthquakes, and hurricanes;
- (f) Repairs due to excessive use, wear and tear, accident, misuse, or abuse
- (g) Where OTN determines there is no trouble found (e.g., the error cannot be re-created).

Subject to the limitations contained herein, OTN warrants that all of its products will be free from defects in material and workmanship for a period of one (1) year from the date of shipment, unless otherwise indicated by OTN.

OTN makes no warranty, either expressed or implied, except under the terms of this Limited Warranty, as set forth herein.

OTN DOES NOT WARRANT THAT THE PRODUCTS WILL MEET CUSTOMER'S REQUIREMENTS OR THAT THE OPERATION OF THE PRODUCTS WILL BE UNINTERRUPTED OR ERROR FREE.

OTN hereby disclaims any warranty, express or implied, of any warranty of Merchantability or Fitness of Purpose. Buyer assumes all responsibility for the selection of the OTN products and/or services to achieve Dealer's or its customer's intended results, and for the use of the results obtained from the OTN products.

OTN DOES NOT WARRANT THAT THE PRODUCTS WILL MEET A DEALER'S OR ITS CUSTOMER'S REQUIREMENTS, OR THAT THE OPERATION OF THE PRODUCTS WILL BE UNINTERRUPTED OR ERROR FREE.

OTN MAKES NO WARRANTY WITH REGARD TO PRODUCTS MANUFACTURED BY OTHERS. Product warranties are provided by the manufacturer of those products, and Dealer and its Customer agree to look solely to that manufacture for any damages suffered as a result of any alleged Breach of Warranty.

With regard to products covered by this Limited Warranty, Dealer or its Customer must provide OTN with written notice of any Breach of Warranty within the period of the warranty, detailing the alleged breach of warranty or product failure. Provided that the defect or product failure is not the result of improper use, abuse, vandalism, acts of war, theft, obsolescence, modification, failure to service, maintain, or properly install such products, damage caused by a sustained low or high voltage situation or disturbance, including spikes, power outages, brownouts or electrical sags. OTN's sole and exclusive responsibility, and Dealer and/or its Customer's sole and exclusive

remedy shall be the repair or replacement of the defective part or parts, replacement of the OTN product or refund of the purchase price, at OTN's option.

Buyer shall be responsible for the cost of shipping all products which are the subject of a warranty claim to OTN's address at:

OnTime Networks LLC
22 Century Hill Dr., Suite 101,
Latham, NY 12110
USA

Neither Dealer nor its Customer shall return any product for repairs or warranty claims to OTN without (1) receiving an RMA (Return Material Authorization) number and (2) providing written notice to OTN of the nature of the problem with the product, the serial number and model numbers of the product, and the contact information for Buyer's authorized representative.

The RMA number is obtained from OTN's Service Department. It must be clearly marked on each box containing a returned part. An RMA is valid for 30 days from the date on which it is issued, after which it is automatically canceled. Any shipments received, which are not consistent with the RMA, or after the RMA is no longer valid, will be refused. OTN is not responsible for products returned without a valid RMA number.

OTN shall not be responsible, nor shall any credit be given, for any repair work done by Dealer, its Customer, or their respective agents, on any OTN products, unless such repairs have been previously authorized in writing, and performed by an authorized OTN Dealer. Any repairs performed by OTN, which are not as a result of any breach of warranty, shall be invoiced to Buyer at the then applicable OTN hourly labor rate, plus the cost of any components used in the repair.

THE FOREGOING LIMITED WARRANTY IS IN LIEU OF ANY AND ALL OTHER WARRANTIES, EXPRESS, IMPLIED OR ARISING UNDER ANY LAW. OTN SHALL NOT, UNDER ANY CIRCUMSTANCES, BE LIABLE TO BUYER OR ANY THIRD PARTY FOR ANY SPECIAL, INDIRECT, INCIDENTAL OR CONSEQUENTIAL DAMAGES UNDER THE LIMITED WARRANTY OR THE ASSOCIATED GENERAL TERMS AND CONDITIONS (GTC) ARISING OUT OF OR CONNECTED WITH BUYER'S PURCHASE OR USE OF OTN'S PRODUCTS OR SERVICES, INCLUDING, WITHOUT LIMITATION, INTERRUPTION OF BUSINESS, LOSS OF PROFITS OR SAVINGS, LOSS OR ALTERATION OF DATA, DELAYS, OR LOSS OF USE, EVEN IF (1) OTN HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGE, AND/OR (2) THE LIMITED WARRANTY CONTAINED HEREIN IS FOUND TO FAIL OF ITS ESSENTIAL PURPOSE. THE EXCLUSION OF INCIDENTAL AND CONSEQUENTIAL DAMAGES AS SET FORTH IN THIS LIMITED WARRANTY SHALL BE DEEMED INDEPENDENT OF, AND SHALL SURVIVE, ANY FAILURE OF THE ESSENTIAL PURPOSE OF ANY LIMITED REMEDY UNDER THE TERMS OF THE LIMITED WARRANTY. IN NO EVENT, HOWEVER, SHALL OTN'S AGGREGATE LIABILITY ON ANY CLAIM FOR LOSS OR DAMAGE ARISING OUT OF, CONNECTED WITH, OR RESULTING FROM THE LIMITED WARRANTY, OR FROM THE PERFORMANCE OR BREACH THEREOF, OR FROM THE MANUFACTURE, SALE, DELIVERY, RESALE, REPAIR OR USE OF ANY PRODUCT OR SERVICE EXCEED THE PRICE PAID BY CUSTOMER TO OTN FOR THE PRODUCTS AND/OR SERVICES UNDER THE EXPLICIT PURCHASE ORDER OR AGREEMENT.

Some states do not allow a limitation on how long an implied warranty may last. Some states do not allow the limitation or exclusion of incidental or consequential damages, as it relates to consumer products. In such states, the limitations or exclusions of the Limited Warranty may not apply. This Limited Warranty gives the Buyer specific legal rights, and those rights may vary from state to state. The Buyer is advised to consult applicable state laws for a determination of those rights.

EXCEPT AS OTHERWISE LIMITED BY APPLICABLE LAW, OTN RESERVES THE RIGHT TO MODIFY OR DISCONTINUE DESIGNS, SPECIFICATIONS, WARRANTIES, PRICES, AND POLICIES WITHOUT NOTICE.

WARRANTY REPAIR POLICY

OTN will repair any defect resulting from defects in material or workmanship, during the applicable warranty period at, no cost to the Buyer, authorized Dealer, distributor or other authorized entity, provided that the OTN is responsible for in-bound freight and OTN is responsible for out-bound ground freight expenses.

The Buyer, authorized Dealer, distributor or other authorized entity is required to contact OTN Service and Support to validate the failure before pursuing this service.

OTN will use its reasonable efforts to complete the repair and ship the product within five (5) business days after receipt of the product by OTN. The Buyer, authorized Dealer, distributor or other authorized entity will be notified if repair cannot be completed within five (5) business days.

Products repaired will carry a 180 day warranty or the balance of the remaining warranty, whichever is greater.

Products that are returned and exhibit signs of damage or unauthorized use will be processed under the Non-Warranty Repair Policy.

OTN will continue to provide Warranty Repair Services for products discontinued or replaced by a Product Discontinuance Notice.

NON-WARRANTY REPAIR POLICY

Products that do not qualify to be repaired under the Warranty Repair Policy due to age of the product or condition of the product may be repaired utilizing this service. **NON-WARRANTY REPAIR IS A BILLABLE SERVICE.**

The Buyer, authorized Dealer, distributor or other authorized entity is required to contact OTN Service and Support to validate the failure before pursuing this service.

OTN will notify the Buyer, authorized Dealer, distributor or other authorized entity with the cost of repair, if cost is greater than the Standard Repair Fee, within five (5) days of receipt. No repair work will be begun until OTN receives written authorization to do so at the increased cost of repair.

OTN will endeavor to complete the repair and ship the product within five (5) business days of receipt by OTN of the product and an appropriate purchase order and/or credit card number. Failure to provide either the purchase order or the credit card number within five days of receipt

of the product by OTN shall cause the product to be returned to the Buyer, authorized Dealer, distributor or other authorized entity.

The Buyer, authorized Dealer, distributor or other authorized entity will be notified if repair cannot be completed within five (5) business days.

Products repaired under this policy will carry a 180 day warranty on material and labor.

The Buyer, authorized Dealer, distributor or other authorized entity will be responsible for in-bound and out-bound freight expenses.

Non-repairable products will be returned to the Buyer, authorized Dealer, distributor or other authorized entity with an explanation.