

### 1. WHAT IS COVERED BY THIS LIMITED WARRANTY

Augmentix Corporation (“Augmentix”) warrants during the applicable Warranty Period (defined below) that the Augmentix family of mobile vehicle (MD1, MDRF, MDR3), durable desktop (D3) docking stations, and desktop docking adapter (AUG-DDA) (collectively, the “Products”), are free from defects in material and workmanship under normal use, subject to the terms and conditions set out below. This Limited Warranty extends only to the original purchaser of Products from Augmentix or an Augmentix authorized reseller (“Original Purchaser”). It is not transferable to anyone who subsequently purchases Products from the Original Purchaser. A purchase receipt or other proof of date of original purchase may be required before warranty work is rendered.

### 2. LENGTH OF LIMITED WARRANTY

This Limited Warranty is valid for a “Warranty Period” of three (3) years for the MD1, MDRF, MDR3 and D3 Products, and one (1) year for the AUG-DDA Product from the date of receipt of Products by the Original Purchaser. During the Warranty Period, Augmentix will, at its discretion, either repair or replace with new or reconditioned (of equal or better quality) parts any of the Products which prove to be defective, provided that such Products are returned in accordance with the terms of this Limited Warranty. All exchanged parts and Products replaced under this Limited Warranty will become the property of Augmentix. Extended warranties and other professional services on Products are available as options. Out-of-warranty repairs will be completed at Augmentix’s current rates for materials and labor. Quotation for repairs and shipping will be provided by Augmentix.

### 3. TERMS AND CONDITIONS

This Limited Warranty does not cover any Product not purchased from Augmentix or from an Augmentix authorized reseller. This Limited Warranty also does not cover damage resulting from, without limitation, the following:

- abuse, mishandling, misapplication, accident, misuse, neglect, negligence or use of the Product for purposes other than those for which it was designed (such as excessive force or application of power in excess of specific ratings);
- structural or other modifications or alterations of the Product or service work not performed by Augmentix or an authorized Augmentix Service Repair Center, or repair or attempted repair by anyone other than Augmentix or an authorized Augmentix Service Repair Center;
- failure to perform routine preventative maintenance as customarily accepted within the industry;
- replacement of original components with substitutes by anyone other than Augmentix or an authorized Augmentix Service Repair Center;
- exposure to corrosives, contaminants, chemicals, salt or adverse atmospheric or environmental conditions;
- the use of parts not produced or approved by Augmentix;
- improper installation (to include the absence of surge protection in vehicle installations), testing, operation, use or handling of the Product; or
- vandalism, fire, riot, war or acts of God.

No suit, litigation, or action will be brought based on the alleged breach of this Limited Warranty or implied warranties more than one (1) year after the expiration of this Limited Warranty.

This Limited Warranty will be governed by the laws of the State of Texas, without regard to its conflict-of-laws rules.

### 4. HOW TO OBTAIN WARRANTY SERVICE

During the Warranty Period, immediately notify Augmentix (or the Augmentix authorized reseller who sold the Product) of problems encountered. As appropriate, Augmentix or the Augmentix authorized reseller will determine if the Product must be returned to an Augmentix Service Repair Center or a customer replaceable part can be dispatched. If the Product must be returned to an Augmentix Service Repair Center, then a return material authorization number (“RMA” number) will be provided for the return of your Product.

Label and/or include the following information with the Product shipping container:

- your name, address and telephone number;
- the RMA number received from Augmentix or an Augmentix authorized reseller; and
- a description of the problem.

Return the Product in the original or equivalent packaging with the above-noted information to an address provided by the Augmentix Customer Care Team or an address provided by the Augmentix authorized reseller.

You must pre-pay and insure shipments from your location to the designated Augmentix Service Repair Center. Augmentix will ship the Product back to you pre-paid and insured via the same shipping method in which it was received.

In the event No Trouble is Found (NTB) with the returned Product, Augmentix reserves the right to charge an NTB fee.

All requests for warranty service from Augmentix should be made to the following point of contact, or contact your Augmentix authorized reseller:

<b>Web Support</b>	<a href="http://www.augmentix.com/support">http://www.augmentix.com/support</a>
<b>Customer Service &amp; Warranty Support</b>	<b>Toll Free:</b> 866.556.0088 x4 <b>Email:</b> <a href="mailto:support@augmentix.com">support@augmentix.com</a>

### 5. LIMITS AND EXCLUSIONS

The agents, resellers and employees of Augmentix are not authorized to make modifications to this Limited Warranty, or additional representations, warranties or conditions binding on Augmentix about or for Products sold or licensed by Augmentix. Additional statements, whether oral or written, except signed written statements from an officer of Augmentix, do not constitute warranties and should not be relied upon.

FOR ANY BREACH OR DEFAULT BY AUGMENTIX OF THIS LIMITED WARRANTY OR WITH RESPECT TO ANY CLAIM ARISING FROM OR RELATED TO THE PRODUCTS, AUGMENTIX’S ENTIRE LIABILITY, REGARDLESS OF THE FORM OF ACTION, WHETHER BASED IN CONTRACT OR TORT (INCLUDING NEGLIGENCE), WILL IN NO EVENT EXCEED THE AMOUNT PAID BY YOU TO AUGMENTIX OR TO AUGMENTIX’S AUTHORIZED RESELLER FOR THE PRODUCT THAT IS THE SUBJECT OF THE CLAIM.

AUGMENTIX, ITS AFFILIATES, AUTHORIZED RESELLERS AND SUPPLIERS ARE NOT LIABLE FOR ANY INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL OR PUNITIVE DAMAGES, INCLUDING WITHOUT LIMITATION ANY LOST PROFITS, FAILURE TO REALIZE EXPECTED SAVINGS, LOSS OF BUSINESS OR GOODWILL, LOSS OF USE, LOST DATA OR OTHER ECONOMIC LOSS OR DAMAGES, ARISING OUT OF THE USE OR INABILITY TO USE A PRODUCT EVEN IF AUGMENTIX, ITS AFFILIATES, AUTHORIZED RESELLERS OR SUPPLIERS HAVE BEEN ADVISED OF OR COULD REASONABLY FORESEE THE POSSIBILITY OF SUCH DAMAGES.

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