

## CLEAR-COM STANDARD LIMITED WARRANTY

This document sets forth the Clear-Com Standard Limited Warranty (the “**Limited Warranty**”) for all new products for sale within all regions. The Limited Warranty includes the Limited Equipment Warranty and the Limited Software Warranty described below.

EXCEPT FOR THE LIMITED WARRANTY SET FORTH HEREIN, CLEAR-COM MAKES NO WARRANTIES, EXPRESS, IMPLIED OR STATUTORY, INCLUDING WITHOUT LIMITATION ANY WARRANTIES OF MERCHANTABILITY, NONINFRINGEMENT OF THIRD PARTY RIGHTS, OR FITNESS FOR A PARTICULAR PURPOSE, ALL OF WHICH ARE EXPRESSLY DISCLAIMED.

**1. Limited Equipment Warranty.** Clear-Com LLC (“**Clear-Com**”) warrants that each of its products, including any supplied accessories (but not software), will be free from defects in material and workmanship for the time period set forth below for each such product (the “**Warranty Period**”) provided the product is a new product and was purchased from an authorized Clear-Com dealer or distributor (the “**Limited Equipment Warranty**”).

(a) Repair or Replace Product. If a Clear-Com product is found to have a defect in material or workmanship within the Warranty Period for such product (such product, a “**Defective Product**”), Clear-Com will, at its option:

- (i) repair the Defective Product using new or refurbished parts; or
- (ii) replace the Defective Product with a new or refurbished product.

(b) Limited Remedies. The remedies described in Section 1(a) are the exclusive remedies applicable to a Defective Product. For purposes of this Limited Equipment Warranty, “refurbished” means a product or part that has been returned to its original specifications.

(c) Standard Warranty Period (by Product).

(i) All Clear-Com brand systems and products, including belt packs, and the DX-series products and headsets have a Limited Equipment Warranty of two (2) years, except as follows:

(1) Clear-Com headsets, handsets, microphones, and associated spare parts, as well as UHF wireless IFB products, and the following DX and PRO products: AC850A Charger, BAT850 Battery, BAT41 battery, remote antenna cables, SP10 Speaker and XLR Adapters have a Limited Equipment Warranty of one (1) year.

(2) Cables, accessories, components and consumable items including the BP850 battery sled, Beltpac antennas, Beltpac configuration cable, HS4-2 Earpiece, RMK850 Mounting Kit, RAK850 Remote Kit, Beltpac pouch, DX headset extension cable, HS4-3 Earpiece, HSI6000, RMK200, Splitter/Combiner,

WS200 Battery Sled, Foam inserts in travel case, CAT-5 cable, and base antenna have a Limited Equipment Warranty of ninety (90) days.

(3) Any Clear-Com product that has been classified as obsolete at the time of sale has a Limited Equipment Warranty of ninety (90) days from the date of sale and, as to any such product, Clear-Com, in its sole discretion, will either replace the product with the same product or issue a sales credit.

(4) Clear-Com PRO850 series wireless base station and BP850 belt packs have a Limited Equipment Warranty of three (3) years.

(5) UHF WBS Analog wireless intercom systems have a Limited Equipment Warranty of three (3) years.

(6) Any Clear-Com product that is listed within the last time buy period has the same Limited Equipment Warranty and Warranty Period as that provided for the type of product, as described in Sections 1(c)(i)(1) through 1(c)(i)(5), above.

(d) Warranty Period Continuity. The Warranty Period of any Defective Product that is repaired will continue as though no repair had occurred; any product that is supplied as a replacement under the terms of the Limited Equipment Warranty shall inherit the remaining Warranty Period from the original Defective Product.

(e) Standard Warranty Period Start Date.

(i) Dealer or Distributor Sales. In view of Dealer or Distributor stocking practices, the Warranty Period for products sold through authorized Clear-Com dealers or distributors will commence on the Clear-Com invoice date and will continue through the end of the Warranty Period for such product plus three (3) months. Any valid warranty claim that is within the Warranty Period plus three (3) months, as determined by the Clear-Com invoice date, will be covered without further supporting evidence. All warranty claims submitted more than three (3) months after the end of the Warranty Period must be supported by the customer's proof of purchase that demonstrates the product is still within the Warranty Period (as described in Section 1(c)(i) above for such product), plus three (3) months.

(ii) Direct Sales. For any product that is sold directly to a customer (i.e., not through a Clear-Com authorized dealer or distributor), the Warranty Period will commence on the earliest of (i) the date that is thirty (30) days after the date the product was shipped from Clear-Com to the customer, (ii) the date of the Site Acceptance Test (SAT) if requested prior to shipment of the product or (iii) the date of completion of the commissioning project related to the product if commissioning was purchased in connection with the product's purchase.

(f) Invalidation of Warranty. This Limited Equipment Warranty shall be void if (i) the Clear-Com Products have been tampered with, improperly installed, neglected, modified, abused or misused; (ii) anyone other than Clear-Com employees or authorized Clear-Com

service representatives provides service on or to the Clear-Com products; (iii) the serial numbers are not intact; or (iv) the Clear-Com products are installed by any entity other than Clear-Com authorized agencies. Modifications of the product that are authorized by Clear-Com's express written permission will not invalidate the Limited Equipment Warranty.

**2. Limited Software Warranty.** With respect to Clear-Com's software products (such as Concert, ECS, Production Maestro and Logic Maestro), Clear-Com warrants that for a period of one (1) year from the date such products are purchased or licensed (the "**Software Warranty Period**") the software, when used in accordance with the instructions in any accompanying documentation, will operate substantially as described in the documentation (the "**Limited Software Warranty**").

(a) Limited Remedies. Clear-Com will, at its own expense and as its sole obligation and the exclusive remedy for any breach of this Limited Software Warranty, use commercially reasonable efforts to correct any reproducible error reported to Clear-Com during the Software Warranty Period. Such correction will be accomplished, in Clear-Com's sole discretion, either by providing a modified version of the software that eliminates the error (a Software Update, but not a Software Upgrade), or by instructing in methods of operating the software that eliminate the practical adverse effect of the error (i.e., a workaround). Any such error correction provided will not extend the original Software Warranty Period.

(b) Software Update and Software Upgrade. A "**Software Update**" is a modification to the software that is released to correct discovered program bugs. During the Warranty Period, Software Updates are available to customers free of charge; however, if a Software Update is provided, Clear-Com will not visit the customer's site or incur other expense to install the Software Update unless the customer agrees to pay for such travel and other expenses of Clear-Com. A "**Software Upgrade**" includes new features and/or functional enhancements to the software. Software Upgrades are not included as part of the Limited Warranty, but may be purchased at Clear-Com's published rates.

(c) Storage Media. Clear-Com warrants that the storage media in software will be free from defects in material and workmanship for one (1) year from the date the software is acquired. If such a defect occurs, Clear-Com will replace it free of charge upon the customer's delivery of such defective storage media to Clear-Com. This remedy is the exclusive remedy for breach of this warranty.

(d) Invalidation of Warranty. This Software Limited Warranty is void if the defect has resulted from accident, abuse, misuse, or unauthorized modification of the software or use of the software in connection with other products, equipment, or software not supplied by Clear-Com, or if the latest Software Updates were not installed.

CLEAR-COM DOES NOT WARRANT THAT THE SOFTWARE IS ERROR-FREE OR THAT THE SOFTWARE WILL RUN UNINTERRUPTED OR THAT ALL SOFTWARE ERRORS CAN OR WILL BE CORRECTED.

**3. Exclusions.** The Limited Equipment Warranty described in Section 1 and the Limited Software Warranty described in Section 2 do not cover damage to or failure of any Clear-Com

product (including software) caused by any occurrence beyond Clear-Com's reasonable control, including but not limited to, acts of God, fire, flooding, earthquake, lightning, failure of electric power or air conditioning, neglect, misuse, improper operation, war, government regulations, supply shortages, riots, sabotage, terrorism, unauthorized modifications or repair, strikes, labor disputes or any product failure that Clear-Com determines is not the result of a defect in materials or workmanship. The Limited Equipment Warranty does not cover, and no repair services or replacement products will be provided with respect to, any defect in a product that results from the following: errors or omissions in customer purchase orders; installation or maintenance of wiring, circuits, electrical conduits or devices external to the products; replacement or reconditioning of products which, in Clear-Com's opinion, cannot be reliably maintained or properly serviced due to excessive wear or deterioration; customer's failure to maintain the installation site in accordance with the environmental specifications of the product; or removal of the product from the location originally specified by customer and/or reinstallation of the product without the prior written approval of Clear-Com. Clear-Com shall be excused from and shall not be liable for any failure or delay in performance under this Limited Warranty due to the foregoing or any causes beyond its reasonable control.

**4. Limitation of Liability. IN NO EVENT WILL CLEAR-COM BE LIABLE UNDER THE LIMITED EQUIPMENT WARRANTY OR THE LIMITED SOFTWARE WARRANTY FOR ANY INDIRECT, SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES (INCLUDING WITHOUT LIMITATION LOST PROFITS), REGARDLESS OF THE FORM OF ACTION, EVEN IF ADVISED IN ADVANCE OF THE POSSIBILITY OF SUCH DAMAGES.**

**5. Assignment.** Neither party may assign the Limited Equipment Warranty or Limited Software Warranty or any portion thereof without the prior written consent of the other, except in the event of a merger, sale of all or substantially all of the assets or other corporate reorganization.

**6. Ownership of Replaced Parts or Products.** All replaced parts or products become the property of Clear-Com.

**7. Entire Agreement.** This Limited Warranty constitutes the entire agreement between the parties with respect to the subject matter hereof, and supersedes all prior or contemporaneous proposals, oral or written, and all other communications between them relating to the subject matter of this Limited Warranty.