

### **Limited Warranty Statement**

Thank you (the "User") for purchasing XVTEC's product.

XVTEC having an office at 24 Ha'Nagar Street, Hod Hasharon, Israel, warrants that XVTEC product (the "XVTEC Product") will be free from physical faults under normal use for a period of one year (12 months) from the purchase date as evidenced by purchase order or invoice (the "Warranty Period").

XVTEC DOES NOT WARRANT THAT THE OPERATION OF THE XVTEC PRODUCT WILL BE UNINTERRUPTED OR ERROR-FREE, THAT DEFECTS IN THE XVTEC PRODUCT WILL BE CORRECTED, OR THAT THE XVTEC PRODUCT WILL MEET THE CUSTOMER'S REQUIREMENTS OR INTENDED USE OR PERFORM WITH ANY HARDWARE OR SOFTWARE PROVIDED BY THIRD PARTIES.

### **Limitations of Liability**

1. The User must maintain and present such purchase order or invoice detailing the purchased XVTEC Product and its serial number as evidence of the date of purchase in order to be entitled to exercise any right hereunder with respect to the User's warranty.
2. XVTEC's responsibilities under this warranty and the sole remedy for its breach of warranty are limited to repair of any part or parts of the XVTEC Product which prove to be defective as determined by XVTEC; or, in its sole discretion, replacement of the XVTEC Products with similar working product of XVTEC (which may be new, used or refurbished).
3. All returns of defective XVTEC Products or parts thereof must include XVTEC Product's serial number, and must be made through an authorized Customer Service Center or directly through XVTEC. Unauthorized returns of XVTEC Products will not be accepted or treated by XVTEC and the User will be responsible for their treatment and shipment back to the User.
4. All returns must be shipped prepaid and the User will be fully responsible to pay for the delivery of the XVTEC Products to XVTEC.
5. Warranty repair services shall be provided at any of XVTEC's authorized repair facilities.
6. Shipment of the repaired or replaced warranted products to USER's location shall be at the expense of XVTEC. Shipment of the repaired or replaced non-warranted products to USER's location shall be at the expense of USER.
7. The warranty provided herein shall be void and of no effect in the event that (a) the warranty sticker has been altered, defaced or removed; (b) the Product has been operated outside its intended application (including, but not limited to, use of the XVTEC Product other than in accordance with the XVTEC Product's manuals, specifications or documentation); (c) unauthorized modifications are made to the XVTEC Product; (d) the serial number of the XVTEC Product has been altered, defaced or removed; (e) any repair, maintenance or modification of the XVTEC Product has been made by any persons or entity, other than XVTEC or XVTEC's authorized Customer Service Center; (f) accident, negligence, abnormal physical or electrical stress, abnormal environmental conditions, acts of God, abuse or misuse of the XVTEC Product (including, but not limited to, damage caused by fire, oxidation, lightning strike, natural disasters, cracks or fractures and/or burns resulting from faulty or failed electric power) has occurred; and (g) there was any combination of the XVTEC Product with hardware or software not authorized or provided by XVTEC or otherwise approved by XVTEC in the XVTEC Product's manuals, specifications or documentation.
8. All claims for warranty must be made within the Warranty Period and no repair or replacement of any XVTEC Product or part thereof shall extend the Warranty Period and XVTEC shall have no responsibility following the expiration of the Warranty Period.
9. In the event of repair or replacement of any XVTEC Product or part thereof, the warranty period solely with respect to such replaced or repaired XVTEC Product or part thereof shall extend until the longest of the remaining period of the original Warranty Period or three months after such replacement or repair.
10. XVTEC reserves the right to change its warranties at any time and without notice, at its sole discretion, with respect to future sales and deliveries.

11. The warranty provided herein is for repair or replacement only. XVTEC shall not be liable for any loss, cost, damage, or expense of any kind arising out of a breach of the warranty or of the sale.
12. Other than as explicitly stated herein, to the extent permitted by applicable law, the XVTEC Product and the documentations are provided on an "as is" basis. XVTEC does not warrant that the XVTEC Product will meet the user's requirements or that the XVTEC Product's operation will be secure, uninterrupted, error-free, free of viruses, bugs, worms, other harmful components or other limitations. To the extent permitted by applicable law, XVTEC expressly disclaims all express warranties, all implied warranties, and all conditions, including, but not limited to, the implied warranties or condition of merchantability, non-interference, non-infringement, fitness for a particular purpose, satisfactory quality and any warranties arising out of course of dealing or usage of trade. In addition, due to the continual development of new techniques for intruding upon and attacking networks, XVTEC does not warrant that the XVTEC Product will be free of vulnerability to intrusion or attack. To the extent that any of the same cannot be excluded, such implied condition, representation and/or warranty is limited in duration to the express warranty period and remedies referred herein.
13. TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, XVTEC, INCLUDING ITS VENDORS, OFFICERS, SHAREHOLDERS, SUB-CONTRACTORS, DIRECTORS, EMPLOYEES, AFFILIATES, SUBSIDIARIES, LICENSORS, AGENTS AND SUPPLIERS (COLLECTIVELY, "XVTEC'S REPRESENTATIVES"), SHALL NOT BE LIABLE WHETHER UNDER CONTRACT, TORT OR OTHERWISE, TO THE USER OR ANY THIRD PARTY FOR ANY INDIRECT, INCIDENTAL, PUNITIVE, EXEMPLARY, SPECIAL OR CONSEQUENTIAL DAMAGES OF ANY KIND (INCLUDING BUT NOT LIMITED TO, ANY LOSS OR DAMAGE TO BUSINESS EARNINGS, LOST PROFITS OR GOODWILL AND LOST OR DAMAGED DATA OR DOCUMENTATION), SUFFERED BY ANY PERSON OR ENTITY, ARISING FROM AND/OR RELATED WITH AND/OR CONNECTED ANY USE OF OR INABILITY TO USE THE XVTEC PRODUCT, AND/OR FOR LOST PROFITS, WORK STOPPAGE, SAVINGS, OR REVENUES OF ANY KIND, OR FOR LOST DATA, DAMAGE TO OTHER SOFTWARE,

COMPUTER FAILURE OR MALFUNCTION OR DOWNTIME, EVEN IF XVTEC WAS ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

14. TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT SHALL XVTEC' AND XVTEC' REPRESENTATIVES' TOTAL LIABILITY ARISING OUT OF OR RELATING TO XVTEC PRODUCT FROM ALL CLAIMS OR CAUSES OF ACTION AND UNDER ALL THEORIES OF LIABILITY, EXCEED THE GREATER OF (X) TOTAL PAYMENTS ACTUALLY PAID TO XVTEC FOR THE XVTEC PRODUCT AND (B) \$5,000.
15. Without derogating from Section 11 above, XVTEC disclaims and shall have no obligation to indemnify or defend the User or any third party in respect of any actual or alleged infringement of any actual or pending patents, copyright or other intellectual property rights. XVTEC shall have no liability arising out of any such actual or alleged intellectual property infringement.
16. In the event that a claim be made against XVTEC for compensation in respect of damage or legal action be taken on account of a product fault that is not covered by XVTEC Limited Warranty but it is mandatory to be provided by supplier of similar products pursuant to the applicable law at the jurisdiction of the User, then such applicable law shall apply to the minimum extent required by such applicable law and the provisions of this warranty shall apply to the extent permitted by the law of such applicable jurisdiction.
17. Neither the Israeli Sale of Goods (Inerntaional Sale of Goods) Law of 1999 nor the Uniform Law in the United Nations Convention on Contracts for the International Sale of Goods (Vienna, 1980) shall apply to this warranty.

THIS WARRANTY IS THE SOLE AND EXCLUSIVE WARRANTY FOR XVTEC'S PRODUCTS. THERE ARE NO WARRANTIES WHICH EXTEND BEYOND THE ESCRIPTION OF THIS AGREEMENT.