

Synergia Communications Warranty Policy

June 2014

1. Warranty Start Date

"Start Date" as used in this policy means (i) the date this product is shipped from Synergia Communications, Inc., or (ii) in the case of resale by an authorized Synergia Communications channel partner, the date not more than ninety (90) days after original shipment of this product by Synergia Communications, Inc. or (iii) in the case of a pass through warranty to an End-User (meaning an individual or entity that pays for delivery of the product for their own use and not for further distribution or sale and who have agreed to the appropriate EULA) made pursuant to an OEM Agreement between Synergia Communications and another party, the date not more than ninety (90) days after original shipment of this product by Synergia Communications, Inc. to the other party executing the OEM Agreement.

2. Hardware Warranty

Synergia Communications, Inc. warrants that for a period of one (1) year for Synergia Communications Hardware (i.e. Intuisis i1 System), or ninety (90) days for accessories and hardware products not manufactured by Synergia Communications including cables, patch panels, rail kits, etc., (collectively referred to as "Hardware") from the Start Date, purchased by End User shall be free of defects in material and workmanship under normal authorized use consistent with the product instructions. In the event of a product non-conformance, Synergia Communications reserves the right to repair or replace the defective product with a replacement part which is either new or in like new condition. If Synergia Communications is unable to provide a replacement part or otherwise remedy the defective product after making commercially reasonable efforts, Synergia Communications reserves the right to refund a pro-rated calculation of the purchase price of the product as its exclusive warranty remedy. The pro-rated refund shall be based upon current Manufacturer's Suggested Retail Price of product and will be calculated by multiplying this amount by the fractional portion of the remaining duration of the warranty period of the purchased product. Provided that (a) the hardware product is covered under this warranty policy and (b) Synergia Communications's support department has accepted a valid RMA case opened by the End User for the hardware product and (c) End User has provided Synergia Communications a credit card guarantee until the defective hardware product is returned to Synergia Communications, then Synergia Communications will issue a replacement by advance cross-shipping DAP (Delivered at Place). End Users who do not return their defective Product to Synergia Communications within thirty (30) business days will be charged the then current list price of the replacement Product.

3. Software Warranty

Synergia Communications warrants that the software products sold by Synergia Communications ("Software") will substantially conform to Synergia Communications's specifications as set forth in the applicable documentation, at and from the date of original retail purchase of the Software for a period of ninety (90) days provided that the Software is properly installed and used as contemplated in its documentation. Synergia Communications's sole obligation and End User's sole remedy for a breach of the foregoing warranty shall be to replace the non-conforming Software with software substantially conforming to Synergia Communications's specifications or to refund fees as described below. Synergia Communications further warrants that the media on which Synergia Communications delivers the Software will be free of physical defects for a period of ninety (90) days or will be replaced by Synergia Communications. Except as otherwise agreed by Synergia Communications in writing, the replacement Software is subject to the terms and conditions of this Policy. If Synergia Communications determines in its sole discretion that a material non-conformance cannot be corrected, or that it is not practical to replace the nonconforming Software, the price paid by the original licensee for the Software will be refunded by Synergia Communications to End User and the license grant automatically terminated, in which case End User will promptly return to Synergia Communications or destroy the Software and any copies in End User's possession.

4. Services Warranty

Synergia Communications warrants that it will perform services in a manner consistent with generally accepted industry standards. As End User's sole remedy and as Synergia Communications's sole liability for breach of the foregoing warranty, Synergia Communications will re-perform or remedy at no charge to End User any non-conforming performance reported by you within ten (10) days of completion of services by Synergia Communications. Synergia Communications shall include technical support for the Products in accordance with the policies, terms and conditions set forth on Synergia Communications's web site, www.Synergia Communications.com, for the Products End User purchases. End User may elect to renew End User's support from Synergia Communications at Synergia Communications's then current rates unless such Products and associated Services are discontinued at Synergia Communications's sole discretion.

5. Restrictions on Hardware and Software Warranties

No warranty shall apply if the hardware or software has not been installed, operated, repaired, or maintained in accordance with instructions supplied by Synergia Communications, Inc. in the enclosed documentation and/or documentation made available on www.Synergia Communications.com. The limited warranties provided by Synergia Communications do not cover (i) Products that have been subjected to misuse, tampering, modification, experimentation, alteration, negligence, faulty installation, acts of terrorism, or acts of God; (ii) Products with the model or serial number altered, tampered with, or removed; (iii) Initial installation, installation and removal of the Product for repair, and shipping costs; (iv) Configuration of the Product; (v) Damage that occurs in shipment due to act of God, failures due to power surge, and cosmetic damage; (vi) Any hardware, software, firmware or other materials or services provided by anyone other than Synergia Communications; (vii) Products obtained by fraud or any of the other Excluded Products referenced below; or (viii) Repair by anyone other than Synergia Communications or Synergia Communications's authorized representative. Unless under a current Services contract with Synergia Communications, End User shall not upgrade or update product using software of any origin except commercial versions of the software released to End User by Synergia Communications or its authorized distributors and/or channel partners from time to time. This warranty extends only to the original End User and is not transferable.

5.1

For purposes of clarification, certain Synergia Communications products are not covered by this Warranty Policy ("Excluded Products"). FOR THE EXCLUDED PRODUCTS, TO THE MAXIMUM EXTENT ALLOWED BY APPLICABLE LAW, NEITHER SYNERGIA COMMUNICATIONS, NOR ITS THIRD-PARTY LICENSORS OR SUPPLIERS, NOR ITS DIRECTORS, OFFICERS, EMPLOYEES, OR AFFILIATES MAKE ANY REPRESENTATIONS OR WARRANTIES OF ANY KIND TO ANY END USER OR CHANNEL PARTNER, EITHER EXPRESS OR IMPLIED, WITH RESPECT TO THE PRODUCTS, INCLUDING, BUT NOT LIMITED TO WARRANTIES OR REPRESENTATIONS OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR NON-INFRINGEMENT, EXCEPT TO THE EXTENT OTHERWISE SPECIFICALLY AGREED IN WRITING BY SUCH PERSON OR ENTITY. TO THE MAXIMUM EXTENT ALLOWED BY APPLICABLE LAW, IN NO EVENT SHALL SYNERGIA COMMUNICATIONS, ITS THIRD PARTY LICENSORS OR SUPPLIERS, NOR ITS DIRECTORS, OFFICERS, EMPLOYEES, AFFILIATES OR LICENSORS BE LIABLE TO END USER FOR ANY DAMAGES OF ANY KIND, INCLUDING INCIDENTAL DAMAGES, CONSEQUENTIAL DAMAGES, OR ECONOMIC DAMAGE OR INJURY TO PROPERTY, LOST PROFITS OR LOST REVENUES, WHETHER BASED ON CONTRACT, TORT (INCLUDING NEGLIGENCE) OR OTHER THEORY AND REGARDLESS OF WHETHER SUCH PERSON OR ENTITY SHALL BE ADVISED OR HAVE REASON TO KNOW OF THE POSSIBILITY OF SUCH DAMAGES, EXCEPT TO THE EXTENT OTHERWISE AGREED IN WRITING BY SUCH PERSON OR ENTITY. SOME COUNTRIES, STATES, OR PROVINCES DO NOT ALLOW FOR THE EXCLUSION OF IMPLIED WARRANTIES OR THE LIMITATION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES FOR CERTAIN PRODUCTS APPLIED TO CONSUMERS, OR THE LIMITATION FOR PERSONAL INJURY, SO THE ABOVE LIMITATIONS AND EXCLUSIONS MAY BE LIMITED IN THEIR APPLICATION TO END USER. IF THE IMPLIED WARRANTIES ARE NOT ALLOWED TO BE EXCLUDED IN THEIR ENTIRETY, THEY WILL BE LIMITED TO THE DURATION OF SYNERGIA COMMUNICATIONS'S WARRANTY FOR OTHER SOFTWARE OR HARDWARE PRODUCTS (WHICHEVER IS APPLICABLE DEPENDING ON WHICH PRODUCT IS AT ISSUE) AVAILABLE ON WWW.SYNERGIA COMMUNICATIONS.COM OR THE MINIMUM DURATION REQUIRED BY APPLICABLE LAW-

WHICHEVER PERIOD IS SHORTER. The Excluded Products are defined in the following subsections. All terms and conditions other than the warranty provisions of this Agreement apply to the Excluded Products as detailed in this Agreement.

5.1.2

Products obtained by Fraud: Synergia Communications will not support or offer any warranty on any product obtained fraudulently. End Users who are concerned they may have received their product as the outcome of a fraudulent sale may contact Synergia Communications's Technical Support Department at +1 256 830-8093 with the serial number of the Product for a determination of whether their product is excluded from this warranty.

6. Enhanced Hardware and Software Warranties

Synergia Communications, in its discretion, may provide enhanced warranties to certain parties via written agreements to extend warranty coverage and duration. The standard warranty contained herein shall always apply unless such a written agreement exists.

6.1 PRODUCTS EXCLUDED FROM SYNERGIA COMMUNICATIONS'S STANDARD WARRANTY POLICY

The following Excluded Products are not covered by Synergia Communications's Standard Warranty Policy and Synergia Communications expressly disclaims any liability arising from use of such Excluded Products pursuant to Section 6.1. :

- Any Synergia Communications product obtained by fraud as described in Section 5.1.2

7. Returns

If returning a Product under warranty, returns must be made in accordance with Synergia Communication's Return Policy, a copy of which is available for viewing at www.mysynergia.com. All terms contained in the referenced Synergia Communications Return Policy shall be incorporated herein by this reference and shall be binding as if contained fully in the text of this Agreement.

Returns of all defective or malfunctioning Products by Synergia Communications will be made at a location determined solely by Synergia Communications. Return authorization and an RMA number must be obtained from Synergia Communications prior to return of any items.

8. LIMITATION OF LIABILITY

TO THE MAXIMUM EXTENT PERMITTED BY LAW, SYNERGIA COMMUNICATIONS IS NOT LIABLE UNDER ANY CONTRACT, NEGLIGENCE, STRICT LIABILITY OR OTHER LEGAL OR EQUITABLE THEORY FOR ANY LOSS OF USE OF THE PRODUCT, INCONVENIENCE OR INDIRECT DAMAGES OF ANY CHARACTER, WHETHER SPECIAL, INCIDENTAL OR CONSEQUENTIAL (INCLUDING, BUT NOT LIMITED TO, LOSS OF REVENUE OR PROFIT, WORK STOPPAGE, COMPUTER FAILURE OR MALFUNCTION, FAILURE OF CONNECTED EQUIPMENT OR PROGRAMS, LOSS OF INFORMATION OR DATA OR LOSS OF GOODWILL) RESULTING FROM THE USE OF THE PRODUCT, RELATING TO WARRANTY SERVICE, OR ARISING OUT OF ANY BREACH OF THIS AGREEMENT, EVEN IF SYNERGIA COMMUNICATIONS HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THE SOLE REMEDY FOR A BREACH OF THE FOREGOING LIMITED WARRANTIES IS REPAIR, REPLACEMENT OR REFUND OF THE PURCHASE PRICE OF THE PRODUCT. THE MAXIMUM LIABILITY OF SYNERGIA COMMUNICATIONS UNDER THIS PRODUCT AGREEMENT IS LIMITED TO THE PURCHASE PRICE OF THE PRODUCT(S) WHICH IS THE SUBJECT OF THE DISPUTE. THE FOREGOING EXPRESS WRITTEN WARRANTIES AND REMEDIES ARE EXCLUSIVE AND IN LIEU OF ANY OTHER WARRANTIES OR REMEDIES, EXPRESS, IMPLIED OR STATUTORY.

9. Governing Law and Jurisdiction and Dispute Resolution

This Agreement shall be governed by and construed under the laws of the USA, and to the extent no federal law applies, the laws of the State of Alabama, USA. Forum, jurisdiction, and venue shall be determined in accordance with such law. If permitted by applicable law, Synergia Communications and End User hereby expressly waive any right to a trial by jury and consent to a bench trial. In the event of a dispute, Synergia Communications and End User agree to attempt to resolve any dispute by direct communication between representatives of each party who are authorized to finally resolve the dispute prior to filing any legal action against the other party. The parties agree to attempt to resolve the dispute within fourteen (14) days of the first direct verbal communication between the representatives of the parties in which the parties make good faith efforts to attempt to resolve the dispute following written notice of the dispute having been provided to the party not invoking this clause. The party with the dispute must provide the written notice and must provide sufficient detail in the notice as to the nature of the problem and requested remedies so as to permit the party not invoking this clause to make good faith attempts to remedy the dispute. The parties agree not to resort to legal action, other than injunctions, either prior to or during the fourteen day dispute resolution period. The United Nations Convention on International Sale of Goods, the application of which is expressly excluded, does not govern this Agreement.