

Warranty Summary

Effective Date: March 1, 2022

Term: 3 years from the date of shipment from Spotter Global

Coverage: During the warranty period, Spotter Global will repair (part) or replace (complete product) defective parts and products at no cost. Exclusions do apply. Costs for removing products from installed location and reinstalling the products are not covered.

Shipping Charges: Customer pays shipping charges to Spotter Global. Spotter Global covers return shipping charges.

3-Year Manufacturer Warranty:

Terms: This Spotter Global product is warranted to the original end-customer for a period of 3 years from the date of the shipment of the equipment from the Manufacturer.

All received shipments are considered to have been visually and operationally inspected and approved by purchaser or end-customer. Exceptions may apply to customers maintaining stock in materials, in which case an additional agreement will be reduced to writing and will specify additional terms and conditions.

Any repair (part) or replacement (whole piece of equipment) by Spotter Global will extend the warranty period by ninety (90) days from the date that Spotter Global informs the purchaser or end-user that the equipment is ready for return shipment. If a repair, then the extension is limited to the repaired part only. The warranty period will continue to run on all equipment unless a repair or replacement occurs. If a repair occurs, the parts of the equipment that were not repaired will remain subject to the warranty period.

Coverage: This warranty is nontransferable and is expressly limited to the repair or replacement of the defective product only. During the warranty period, Spotter Global shall repair or replace defective parts at no cost.

Shipping charges from customer to Spotter Global will be paid by customer. Spotter Global will cover the return shipping charges. The method of delivery will be Ground Shipping. Special shipping requests may be accepted, but will be billed to the customer. Labor charges and related expenses for removal, installation, or replacement of the product or components are not covered under this warranty.

Exclusions: This warranty does not apply: (a) to defects caused by normal wear and tear or otherwise due to the normal aging of the Spotter Global Product; (b) to consumable parts, such as batteries, unless failure has occurred due to a defect in materials or workmanship; (c) to cosmetic damage, including but not limited to gouges, scratches, dings, dents, warping, to the exterior casing or broken plastic on ports; (d) to damage caused by use with another product; (e) to damage caused by improper installation, alterations, accident, abuse, misuse, liquid contact, fire, earthquake or other external cause beyond the control of the manufacturer; (f) to damage caused by operating the Spotter Global Product outside of Spotter Global's published guidelines; (g) to damage caused by service (including upgrades and expansions) performed by anyone who is not a representative of Spotter Global or an Spotter Global Authorized Service Provider; (h) to a Spotter Global Product that has been modified to alter functionality or capability without the written permission of Spotter Global; or (i) if any serial number or casing has been removed, altered or defaced on the Spotter Global Product

Defects or damage resulting from misuse, abuse, or negligence will void this warranty.

This warranty does not apply to any non-Spotter Global authorized hardware products or any software, even if packaged or sold with Spotter Global hardware. Manufacturers, suppliers, or publishers, other than Spotter Global, may provide their own warranties, but Spotter Global, insofar as permitted by law, provides their products "AS IS". Third-party software distributed by Spotter Global (including, but not limited to system software) is not covered by this warranty. Please refer to the EULA agreement accompanying the software / hardware (incorporated herein by reference as if fully stated herein) for details of your rights with respect to its use. Spotter Global does not warrant that the operation of the Spotter Global Product will be uninterrupted or error-free. Spotter Global is not responsible for damage arising from failure to follow instructions relating to the Spotter Global Product's use.

Spotter Global shall not be liable for loss of use of the product or other consequential or incidental costs, expenses, or damages incurred by the consumer or third-party. Labor charges and related expenses for removal, installation, or replacement of the product or components are not covered under this warranty. End users and third-parties assume all risks of injury resulting from the use of this product.

This warranty is expressly in lieu of all other warranties, expressed or implied, including warranties of merchantability or fitness for use to the extent permitted by Federal or state law. Neither Spotter Global nor any of its representatives assumes any other liability in connection with this product.

DISCLAIMER OF WARRANTIES. This warranty is the only express warranty made to you by Spotter Global and is provided in lieu of any other express warranties or similar obligations (if any) created by any advertising, documentation, packaging, or other communications. Except for this Warranty and to the maximum extent permitted by applicable law, Spotter Global provides Spotter Global software, hardware, and support services (if any) AS IS AND WITH ALL FAULTS, and hereby disclaim all other warranties and conditions, whether express, implied or statutory, including, but not limited to, any (if any) implied warranties, duties or conditions of merchantability, of fitness for a particular purpose, of reliability or availability, of accuracy or completeness of responses, of results, of workmanlike effort, of lack of viruses, and of lack of negligence, all with regard to Spotter Global Product(s), and the provision of or failure to provide support or other services, information, software, and related content through Spotter Global Product(s) or otherwise arising out of the use of Spotter Global Product(s). ALSO, THERE IS NO WARRANTY OR CONDITION OF TITLE, QUIET ENJOYMENT, QUIET POSSESSION, CORRESPONDENCE TO DESCRIPTION OR NON-INFRINGEMENT WITH REGARD TO SPOTTER GLOBAL PRODUCT(S).

EXCLUSION OF INCIDENTAL, CONSEQUENTIAL AND CERTAIN OTHER DAMAGES: TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT SHALL SPOTTER GLOBAL OR ITS SUPPLIERS BE LIABLE FOR ANY SPECIAL, INCIDENTAL, PUNITIVE, INDIRECT, OR CONSEQUENTIAL DAMAGES WHATSOEVER (INCLUDING, BUT NOT LIMITED TO, DAMAGES FOR LOSS OF PROFITS OR CONFIDENTIAL OR OTHER INFORMATION, FOR BUSINESS INTERRUPTION, FOR PERSONAL INJURY, FOR LOSS OF PRIVACY, FOR FAILURE TO MEET ANY DUTY INCLUDING OF GOOD FAITH OR OF REASONABLE CARE, FOR NEGLIGENCE, AND FOR ANY OTHER PECUNIARY OR OTHER LOSS WHATSOEVER ARISING OUT OF OR IN ANY WAY RELATED TO THE USE OF OR INABILITY TO USE SPOTTER GLOBAL PRODUCT(S), THE PROVISION OF OR FAILURE TO PROVIDE SUPPORT OR OTHER SERVICES, INFORMATION, AND RELATED CONTENT THROUGH SPOTTER GLOBAL PRODUCT(S) OR OTHERWISE ARISING OUT OF THE USE OF SPOTTER GLOBAL PRODUCT(S), OR OTHERWISE UNDER OR IN CONNECTION WITH ANY PROVISION OF THIS WARRANTY, EVEN IN THE EVENT OF THE FAULT, TORT (INCLUDING NEGLIGENCE), MISREPRESENTATION, STRICT LIABILITY, BREACH OF CONTRACT OR BREACH OF WARRANTY OF SPOTTER GLOBAL OR ANY SUPPLIER, AND EVEN IF SPOTTER GLOBAL OR ANY SUPPLIER HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

Some states/jurisdictions do not allow the exclusion or limitation of incidental or consequential damages, so the above limitation or exclusion may not apply to you. This Limited Warranty gives you specific legal rights. You may have other rights which vary from state/jurisdiction to state/jurisdiction.

Claims/Support Tickets: All warranty claims must be submitted as Support Tickets through support@Spotterglobal.com. Support Tickets will require the following information to be considered for a warranty claim:

- a. Contact information for shipping (Company Name, address, country, direct telephone number)
- b. Statement of Existing Issue
- c. Proof (photographic) of proper installation and use of Spotter Global Power and Mount Kits
- d. Serial number of equipment
- e. Proof of original Purchase

The Spotter Global Support Team Technician will respond to the request and may require additional details to include but are not limited configuration files, screen shots, pictures of equipment, network stats, or remote access to the system. Approved claims will receive a RMA Number and will be given shipping details.

Equipment that is returned under a warranty claim will be inspected by Spotter Global technicians and placed through diagnostic procedures. Equipment will be repaired or replaced at the recommendation of the Spotter Global Technical Team. Spotter Global reserves the right to make substitutions to warranty claims if parts are unavailable or EOL (End of Life).

If the equipment is received, processed, and determined to be fully operable and/or the evidence or materials received appear to be falsified or misrepresented, all labor and shipping charges may fall on the customer originating the claim. The labor cost to run in-house diagnostics and troubleshooting varies per unit, but will be reflected on invoicing. All payments will be due prior to returning equipment. Failure to settle payments may result in forfeiture of equipment.

Warranty claims received after 3 years may not be guaranteed. Contact support@Spotterglobal.com to determine if repair or replacement is possible after the initial 3 year period. If warranty does not apply any repair will be billed at \$240 per hour in addition to parts. Any repair (part) or replacement (whole piece of equipment) by Spotter Global will extend the warranty period by ninety (90) days from the date that Spotter Global informs the purchaser or end-user that the equipment is ready for return shipment. If a repair, then the extension is limited to the repaired part only.

A Spotter Global Service Level Agreement can be purchased to extend the warranty and support services. Discuss options with your Spotter Global representative or reach out to Spotter Global directly at 801-742-5849 or sales@Spotterglobal.com.

Services and Technical Support: Manufacturer's warranty does not entitle the end-customer or purchaser to access technical support services. Support services will be charged on a ticket basis and will be no less than \$295 per ticket. Technical support requests can be made by email, through the Spotter Global website, or by phone.

90 Day Limited Warranty

Terms: If the Spotter Global equipment is not installed with certified Spotter Global Power and Mount Kits purchased through Spotter Global, and installed according to the required installation methods provided by Spotter Global, the Spotter Global equipment is covered under the ninety (90) day limited warranty. The term begins on the date of the shipment of the equipment from the Manufacturer.

Besides the duration of this limited warranty, all other paragraphs of the 3-Year Manufacturer Warranty stated above are incorporated herein by reference.

Extended Warranty

Where an extended warranty has been purchased, the duration of the extended warranty applies, not the 3 year warranty period.