

UBISMART AQM+ WARRANTY POLICY

This warranty shall apply to the UbiSmart AQM+ product (“**Product**”).

Ubicquia, Inc. (“**Ubicquia**”) warrants that from the date of shipment and for a period of three (3) years, or such extended period as purchased by customer and specifically indicated on the sale order between Ubicquia and customer (the “**Warranty Period**”), the Product purchased by customer will be free from defects in material and workmanship under normal use and operation for its intended purpose (“**Warranty**”). Customer must send any Warranty claim to Ubicquia in writing, promptly upon discovery of the defective or non-conforming Product and, in any event, within the Warranty Period. Ubicquia shall, in its sole discretion, either repair or replace the nonconforming Product. Ubicquia’s sole and exclusive obligation and liability under this Warranty is to repair the Product at Ubicquia’s selected repair facility or provide a replacement Product to customer’s shipping destination (in Ubicquia’s sole discretion) in the event any Product fails to conform to this Warranty during the Warranty Period. Such obligation shall be customer’s sole remedy under this Warranty. The Warranty Period of any repaired or replaced Product shall not extend beyond its original term. The Warranty does not apply if the Product (i) has been repaired, altered, modified in any manner, or an addition made thereto, by persons other than Ubicquia or its authorized representatives, or as approved by Ubicquia in writing; (ii) has been damaged as the proximate cause of use with a non-Ubicquia product; (iii) has been damaged due to a natural disaster; (iv) has been subject to misuse, abuse, improper handling, alterations, modifications or repairs by customer or other third parties’ negligence, abnormal or unusual physical environmental, electromagnetic or electrical stress, including lightning strikes, or accident; (v) has been damaged or impaired as the proximate cause of use with third party hardware, software or firmware; (vi) has not been properly installed, stored, handled, operated or maintained; or (vii) is not Ubicquia’s part or product. Prior to accepting any Warranty claim, Ubicquia reserves the right to determine if the reported problem is hardware, power or network related.

Customer may not return any Products, under warranty claim or otherwise, without first reporting to Ubicquia the reasons for such return and obtaining Ubicquia’s prior approval therefor, and then observing such reasonable instructions as Ubicquia may give in authorizing any return. All claims must be sent to support@ubicquia.com. **Defective Products must be returned to Ubicquia within 30 days from a Warranty claim.** To the extent a Product is eligible for warranty repair or replacement, Ubicquia shall be responsible for shipping and handling fees associated with any such Product; otherwise, the customer is responsible for risk of loss, shipping and handling fees associated with any returned Products. Customer shall be solely responsible and liable for the removal of the malfunctioning Product and installation of the replacement unit.

UBICQUIA DISCLAIMS ANY AND ALL OTHER REPRESENTATIONS OR WARRANTIES OF ANY KIND, EXPRESS, IMPLIED OR STATUTORY, WITH RESPECT TO UBICQUIA’S PRODUCTS OR SERVICES, INCLUDING IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT OR OTHER WARRANTIES. CUSTOMER ACKNOWLEDGES THAT (A) NEITHER UBICQUIA NOR UBICQUIA’S THIRD- PARTY PROVIDERS CONTROL THE TRANSFER OF DATA OVER COMMUNICATION FACILITIES, INCLUDING THE INTERNET, AND (B) UBICQUIA’S PRODUCTS AND SERVICES MAY BE SUBJECT TO LIMITATIONS, INTERRUPTIONS, DELAYS AND OTHER PROBLEMS INHERENT IN THE USE OF COMMUNICATION FACILITIES. UBICQUIA’S AND UBICQUIA’S THIRD-PARTY PROVIDERS ARE NOT RESPONSIBLE FOR ANY INTERRUPTIONS, DELAYS, DELIVERY FAILURES, DATA LOSS, LOSS OF PROFIT, LOSS OF USE OR OTHER DAMAGE RESULTING FROM ANY OF THE FOREGOING AND FROM ANY ACTS OF GOD. IN ADDITION, UBICQUIA DOES NOT WARRANT THAT THE OPERATION OF THE PRODUCTS AND SERVICES WILL BE ERROR-FREE OR THAT OPERATION WILL BE UNINTERRUPTED.