

Warranty and Returns

1. **Hardware Product Warranty.** Measured from the date of receipt of a Product by Customer (the "Purchase Date"), for (a) for a period of twenty-four (24) months with respect to Products that are not vehicle-mounted (the "Standard Product Warranty Period") and (b) for a period of twelve (12) months with respect to vehicle-mounted Products (the "Vehicle-Mounted Product Warranty Period" and together with the Standard Product Warranty Period, the "Warranty Period"), OneRain warrants to Customer that the Product complies with the OneRain product specifications in effect on the Purchase Date and is free of defect in materials and workmanship (the "Limited Warranty"), subject to the following conditions:
 - a. the Customer must notify OneRain of a warranty claim in writing within the applicable Warranty Period (a "Warranty Claim") and must ship, at its own expense, the Product to OneRain, or to OneRain's designated depot.
 - b. OneRain will review and verify each Warranty Claim and will, at its own discretion under each valid Warranty Claim, repair or replace the Product and return or ship the replacement Product to the Customer, free of charge in full satisfaction of the Warranty Claim.
 - c. OneRain shall be entitled to use new and/or reconditioned parts in performing warranty repair or providing a replacement Product and also reserves the right to use parts or Product of new or improved design in any repair or replacement; all replaced Product and/or any parts removed from repaired Products shall become the property of OneRain.
 - d. The Limited Warranty will continue to apply and remain in effect for the balance of the applicable Warranty Period (and not the repair or replacement date).
 - e. The Limited Warranty does not provide cover or extend to the following which are expressly excluded:
 - i. failure due to normal wear and tear of the Product;
 - ii. failure due to extreme operating conditions or environment in which the Product is placed;
 - iii. failure due to fire, water, neglect, improper installation, generalized corrosion, biological infestations, or input voltages contrary to Product specifications;
 - iv. Products which have been repaired or altered other than by OneRain or OneRain's authorized representative;
 - v. Products utilized as a component part of another product or equipment assembly;
 - vi. failure that is attributable to the improper use, storage, maintenance, installation or placement of the Product; or
 - vii. failure due to acts of God.
 - f. The Limited Warranty is not transferable and only applies to the first end-user purchaser of the Product.
 - g. The Customer acknowledges that OneRain does not warrant the results obtained from the Product or the implementation of recommendations made by OneRain concerning the use, design or application of the Product.
 - h. Notwithstanding any terms and condition of sale and subject at all times to any of the

- c. For each Field Service Warranty claim, OneRain will require documentation setting out the OneRain authorization, training and certification of any personnel involved in performing and/or providing the related field work.
4. **Service Warranty and Field Service Warranty Exclusions.** The OneRain Service Warranty and Field Service Warranty set out above do not provide cover or extend to the following which are expressly excluded:
 - a. failure due to normal wear and tear of the Product;
 - b. failure due to extreme operating conditions or environment in which the Product is placed;
 - c. failure due to fire, water, neglect, improper installation, generalized corrosion, biological infestations, or input voltages contrary to product specifications;
 - d. Products which have been repaired or altered other than by OneRain or OneRain's authorized representative;
 - e. Products utilized as a component part of another product or equipment assembly;
 - f. failure that is attributable to the improper use, storage, maintenance, installation or placement of the Product;
 - g. failure due to acts of God; and
 - h. for greater clarity, the Service Warranty and Field Service Warranty apply to physical services provided in connection with Products, but do not apply to any Software and Data as a Service which may be offered by OneRain from time to time.
5. **Software as a Service (SaaS) Warranty.** OneRain represents, warrants, and covenants to Customer that OneRain will perform the Software and Data as a Service using personnel of required skill, experience, and qualifications and in a professional and workmanlike manner in accordance with generally recognized industry standards for similar services and will devote adequate resources to meet its obligations under these Software and Data as a Service Terms. OneRain does not make any representations or guarantees regarding uptime or availability of the Software and Data as a Service. Customer represents, warrants, and covenants to AEM that Customer owns or otherwise has and will have the necessary rights and consents in and relating to the Customer Data so that, as received by OneRain and processed in accordance with these Software and Data as a Service Terms, they do not and will not infringe, misappropriate, or otherwise violate any intellectual property rights, or any privacy or other rights, of any third party or violate any applicable law.
6. **Disclaimer of Implied Warranties.** EXCEPT AS EXPRESSLY PROVIDED IN THESE HARDWARE AND SOFTWARE AS A SERVICE PURCHASE TERMS, THE PRODUCTS AND ANY SERVICES AND DATA DISPLAYED THEREIN ARE PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS. EXCEPT AS PROVIDED HEREIN, OneRain MAKES NO WARRANTY, EXPRESS OR IMPLIED, TO CUSTOMER, OR TO ANY AUTHORIZED USER OR THIRD PARTY, INCLUDING ANY WARRANTIES OF MERCHANTABILITY AND/OR FITNESS FOR A PARTICULAR PURPOSE.
7. **Maintenance/Installation.** Installation of the Products will be provided as described on the Order Form. Any preventative maintenance if purchased, shall be limited to one (1) visit per year and shall be governed by the Professional Services Terms. Such preventative maintenance covers all labor, calibration or other testing, and repair of hardware not requiring

parts. Such preventative maintenance does not cover parts or the relocation of hardware. At the time of the site visit, Customer shall allow all reasonable access for the purpose of supplying necessary maintenance and/or the installation. If non-standard equipment (e.g., a lift) is required to access hardware, Customer shall either supply such equipment or cover the rental expense.