

VUTILITI LIMITED EQUIPMENT WARRANTY

Vutiliti, Inc. a Delaware corporation (“*Vutiliti*”) extends this limited warranty only to the original purchaser (“*Customer*”) of Vutiliti Equipment directly from Vutiliti or from an authorized reseller.

1. Vutiliti warrants to Customer that all Vutiliti Equipment will be free from material defects in material and workmanship for a period of one year from the date of purchase (the “*Standard Warranty Period*”). In addition, Vutiliti warrants to Customer that all Vutiliti Equipment will be free from material defects in material and workmanship for the life of the Vutiliti Equipment if Customer maintains a paid subscription for Services in connection with such Vutiliti Equipment (the “*Extended Warranty Period*,” and together with the Standard Warranty Period, the “*Warranty Period*”). All other warranties are expressly disclaimed pursuant to Section 4 below.

2. The Warranty Period shall terminate immediately upon occurrence of any of the following: (a) the Vutiliti Equipment is moved from the location at which it is installed without the prior written consent of Vutiliti; or (b) the Vutiliti Equipment is repaired or modified without the prior written consent of Vutiliti. In addition, the Extended Warranty Period shall terminate immediately if Customer cancels or fails to timely renew the paid subscription for Services with respect to the Vutiliti Equipment.

3. With respect to any defective Vutiliti Equipment during the applicable Warranty Period, Vutiliti will, in its sole discretion, either repair or replace such Vutiliti Equipment (or the defective part(s) thereof) free of charge. Vutiliti will also pay for shipping and handling fees to return the repaired or replacement Vutiliti Equipment to Customer.

4. EXCEPT FOR THE WARRANTY SET FORTH IN SECTION 1, VUTILITI MAKES NO WARRANTY WHATSOEVER WITH RESPECT TO THE VUTILITI EQUIPMENT, INCLUDING ANY (a) WARRANTY OF MERCHANTABILITY; (b) WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE; (c) WARRANTY OF TITLE; OR (d) WARRANTY AGAINST INFRINGEMENT OF INTELLECTUAL PROPERTY RIGHTS OF A THIRD PARTY; WHETHER EXPRESS OR IMPLIED BY LAW, COURSE OF DEALING, COURSE OF PERFORMANCE, USAGE OF TRADE OR OTHERWISE.

5. Third-Party Equipment may constitute, contain, be contained in, incorporated into, attached to or packaged together with, Vutiliti Equipment. Third-Party Equipment is not covered by the warranty in Section 1 above. For the avoidance of doubt, VUTILITI MAKES NO REPRESENTATIONS OR WARRANTIES WITH RESPECT TO ANY THIRD-PARTY EQUIPMENT, INCLUDING BUT NOT LIMITED TO ANY (i) WARRANTY OF MERCHANTABILITY; (ii) WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE; (iii) WARRANTY OF TITLE; OR (iv) WARRANTY AGAINST INFRINGEMENT OF INTELLECTUAL PROPERTY RIGHTS OF A THIRD PARTY; WHETHER EXPRESS OR IMPLIED BY LAW, COURSE OF DEALING, COURSE OF PERFORMANCE, USAGE OF TRADE, OR OTHERWISE.

6. Vutiliti shall not be liable for a breach of the warranties set forth in Section 1 above unless: (i) Customer gives written notice of the defective products or services, as the case may be, reasonably described, to Vutiliti within thirty (30) days of the time when Customer discovers or ought to have discovered the defect; (ii) if applicable, Vutiliti is given a reasonable opportunity after receiving the notice of breach of the warranty set forth in Section 1 to examine such Vutiliti Equipment and Customer (if Vutiliti so requests) returns such Vutiliti Equipment to Vutiliti at Customer’s cost for the examination to take place there; and (iii) Vutiliti reasonably verifies Customer’s claim that the Vutiliti Equipment is defective.

7. Vutility shall not be liable for a breach of the warranty set forth in Section 1 above if: (i) Customer makes any further use of such Vutility Equipment after Customer gives such notice; (ii) the defect arises because Customer failed to follow Vutility's oral or written instructions as to the storage, installation, commissioning, use or maintenance of the Vutility Equipment; or (iii) Customer alters or repairs such Vutility Equipment without Vutility's prior written consent.

8. Subject to Sections 6 and 7, with respect to any such Vutility Equipment during the Warranty Period, Vutility shall, in Vutility's sole discretion, either (i) repair or replace such Vutility Equipment (or the defective part thereof) or (ii) credit or refund the amounts paid by Customer for such Vutility Equipment provided that, if Vutility so requests, Customer shall, at Customer's expense, return such Vutility Equipment to Vutility. THE REMEDIES SET FORTH IN THIS SECTION 8 SHALL BE CUSTOMER'S SOLE AND EXCLUSIVE REMEDY AND VUTILITY'S ENTIRE LIABILITY FOR ANY BREACH OF THE LIMITED WARRANTIES SET FORTH IN SECTION 1.

9. As used herein:

9.1. "*Order Form*" means the Services Order Form between Vutility and Customer.

9.2. "*Services*" means the services provided to Customer by Vutility, as set forth in the Order Form and subject to the Terms and Conditions;

9.3. "*Terms and Conditions*" means the Vutility Terms and Conditions of Service;

9.4. "*Third Party Equipment*" means any and all facilities, equipment or devices, whether or not provided by Vutility or its authorized contractors, that are not manufactured by or on behalf of Vutility and that are used to deliver or otherwise in connection with any of the Service(s); and

9.5. "*Vutility Equipment*" means any and all equipment or devices sold to Customer by Vutility or its authorized contractors that are manufactured by or on behalf of Vutility and used to deliver any of the Services.