



LIMITED WARRANTIES

1. **EQUIPMENT.** GreenBytes warrants solely to Customer that the Hardware will be substantially free from material defects in material and workmanship for the 90 days period from the date of shipment of the Products (the "Hardware Warranty Period"). GreenBytes's entire liability, and Customer's sole and exclusive remedy, under this warranty will be for GreenBytes, at GreenBytes's option: (i) to use reasonable efforts to repair the defective Hardware within a reasonable period of time; (ii) to replace the defective Hardware; or (iii) if, after reasonable efforts GreenBytes is not able to correct the deficiencies, to accept return of the Product for a refund of the amount paid for the Product and the pre-paid and unused portion of any remaining term of Support for the Product. Defective parts must be returned under GreenBytes RMA policy at www.getgreenbytes.com/support/, and if the defective part is not returned GreenBytes may invoice Customer for the replacement part. All Products that are replaced become GreenBytes's property. GreenBytes will not be responsible for Customer's or any third party's software, firmware, information, or memory data contained in, stored on, or integrated with any Product returned to GreenBytes for repair, whether under warranty or not.
2. **REPLACEMENT PARTS.** All replacement parts carry a warranty on the terms and conditions set forth immediately above of the following duration: (i) if the replacement part is installed with more than ninety (90) days remaining on the Hardware Warranty Period, then the warranty on the replacement part shall be until the expiration of the Hardware Warranty Period; (ii) if the replacement part is installed during the Hardware Warranty Period but with fewer than ninety (90) days remaining on the Hardware Warranty Period, then the warranty on the replacement part shall be ninety (90) days from the date of installation of the replacement part; and (iii) if the replacement part is installed after the expiration of the Hardware Warranty Period under the terms and conditions of Support, then the warranty on the replacement part shall be the earlier of ninety (90) days from the date of installation of the replacement part and the last day of Support. Replacement parts may be new or refurbished.
3. **SOFTWARE.** GreenBytes warrants to Customer that the Software will substantially perform in accordance with GreenBytes's official Product specifications for the ninety (90) day period from the date of shipment of the Products. GreenBytes does not warrant that the operation of the Software will be uninterrupted or error free, or that all defects can be corrected. GreenBytes's entire liability, and Customer's exclusive remedy, under this warranty will be for GreenBytes, at GreenBytes's option: (i) to use reasonable efforts to remedy the defective Software within a reasonable period of time so as to cause it to operate as warranted; (ii) to replace the affected Software; or (iii) if, after reasonable efforts GreenBytes is not able to correct the deficiencies, to accept return of the affected Software for a refund of the amount paid by Customer for the affected Software and the pre-paid and unused portion of any remaining term of Support for the affected Software.
4. **SERVICES.** GreenBytes will use reasonable efforts to provide Services in a workmanlike manner. Customer must notify GreenBytes of any failure to so perform within ten (10) days after the date on which such failure first occurs. GreenBytes's entire obligation, and Customer's exclusive remedy, under this warranty will be for GreenBytes, at GreenBytes option: (i) to use reasonable efforts to re-perform the deficient Services within a reasonable period of time; or (ii) if, after reasonable efforts GreenBytes is not able to correct the deficiencies, refund the portion of any Services fee that corresponds to the failure to perform.
5. **EXCLUSIONS.** GreenBytes will have no obligation under these Limited Warranties to the extent that any problem with a Product results from or is otherwise attributable to: (i) negligence or misuse or abuse of the Product; (ii) use of the Product other than in accordance with GreenBytes's official specifications; (iii) modifications, alterations or repairs to the Product made by a party other than GreenBytes or a party authorized by GreenBytes; (iv) any failure by Customer or a third party to comply with environmental and storage requirements for the Product specified by GreenBytes, including, without limitation, temperature or humidity ranges; or (v) use of the Product in combination with any non-GreenBytes apparatus, data or programs outside GreenBytes's typical, recommended or reasonably anticipated use of the Products within their official Product specifications.
6. **WARRANTY DISCLAIMER.** EXCEPT PURSUANT TO THE LIMITED WARRANTIES EXPRESSLY DESCRIBED ABOVE, GREENBYTES DOES NOT MAKE, AND HEREBY EXPRESSLY DISCLAIMS ANY WARRANTY OR REPRESENTATION WITH RESPECT TO THE PRODUCTS OR SERVICES, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, PERFORMANCE, ACCURACY, RELIABILITY, AND NON-INFRINGEMENT. SOME JURISDICTIONS DO NOT ALLOW LIMITATIONS ON HOW LONG AN IMPLIED WARRANTY LASTS SO THE FOREGOING LIMITATIONS MAY NOT APPLY TO CUSTOMER. GREENBYTES DOES NOT WARRANT THAT THE OPERATION OF THE PRODUCTS WILL BE UNINTERRUPTED OR ERROR FREE.
7. **HAZARDOUS USE RESTRICTION.** THE PRODUCTS ARE NOT DESIGNED FOR USE IN HAZARDOUS ENVIRONMENTS REQUIRING FAIL-SAFE PERFORMANCE, INCLUDING OPERATION OF NUCLEAR FACILITIES, AIRCRAFT NAVIGATION OR COMMUNICATION SYSTEMS, AIR TRAFFIC CONTROL, AND LIFE SUPPORT OR WEAPONS SYSTEMS, OR ANY OTHER SYSTEM WHOSE FAILURE COULD LEAD TO INJURY, DEATH, ENVIRONMENTAL DAMAGE, OR MASS DESTRUCTION.



8. CAPITALIZED TERMS. Capitalized terms not defined herein shall have the meaning set forth in the Purchase Terms and Conditions of which these Limited Warranties are a part, which may be found at www.datadomain.com/schedules/.