

**TRACKINGPOINT, INC.  
TERMS AND CONDITIONS OF SALE**

PLEASE READ IN ENTIRETY THESE TERMS AND CONDITIONS OF SALE, INCLUDING THE LIMITED WARRANTY SECTION HEREOF (TOGETHER, THE "SALE AGREEMENT") VERY CAREFULLY. THIS SALE AGREEMENT IS A LEGAL CONTRACT BETWEEN THE PURCHASER AND TRACKINGPOINT, INC. BY PLACING AN ORDER AND/OR MAKING A PURCHASE OF ANY TRACKINGPOINT PRODUCT OR SERVICE (COLLECTIVELY, THE "PRODUCTS"), THE PURCHASER ACCEPTS THIS SALE AGREEMENT AND AGREES TO BE BOUND BY ITS TERMS AND CONDITIONS. As used in this Sale Agreement, references to "you" or "your" refer to the Purchaser; references to "we", "us", "TrackingPoint" or the "Company" refer to TrackingPoint, Inc. and its affiliates; and Purchaser and TrackingPoint are each referred to as a "Party" and collectively, the "Parties".

Federal law prohibits certain individuals ("prohibited persons") from possessing firearms and ammunition. Specifically, 18 U.S.C. §922 prohibits the following persons from possessing, shipping/transporting, or receiving any firearm or ammunition:

- a person convicted of a crime punishable by imprisonment exceeding one year;
- a person who is a fugitive from justice;
- a person who is an unlawful user of or who is addicted to a controlled substance;
- a person who has been adjudicated as a mental defective or who has been admitted to a mental institution;
- an alien who is unlawfully in the United States or who has been admitted to the United States under a nonimmigrant visa;
- a person who has been discharged from the Armed Forces under dishonorable conditions;
- a person who, having been a citizen of the United States, renounces his citizenship;
- a person subject to a court order that was issued after a hearing in which the person participated, which order restrains the person from harassing, stalking, or threatening an intimate partner or partner's child, and which order includes a finding that the person is a credible threat to such partner or partner's child, or by its terms prohibit the use, attempted use or threatened use of such force against such partner or partner's child; and
- a person who has been convicted of a misdemeanor crime of domestic violence.

BY PROCEEDING WITH A TRANSACTION TO PURCHASE ANY ITEM(S) FROM TRACKINGPOINT, YOU CERTIFY THE TRUTH OF THE FOLLOWING STATEMENTS:

- You are not prohibited from possessing, shipping/transporting, or receiving any firearm or ammunition pursuant to 18 U.S.C. §922 or any other federal, state, or local law.
- You are currently at least 18 years of age or of the appropriate legal age according to applicable federal, state, and/or local laws and regulations to purchase any item(s) sought from Tracking Point.
- You will not request that TrackingPoint ship firearms or ammunition outside the United States or to a jurisdiction in which such firearms or ammunition are prohibited by federal, state, or local law.
- You have personally verified that any item you are ordering from TrackingPoint is unequivocally legal for you to own in your jurisdiction.
- You understand that TrackingPoint may, in its sole discretion, cancel your order at any time in accordance with the Cancellation provisions hereof, if you have not adhered to the terms and conditions of this Sale Agreement, or if you have provided false or misleading information.
- You understand that you are agreeing to all terms and conditions of this Sale Agreement.
- You understand that firearms and ammunition, by their very nature, are inherently dangerous, and you agree that, except as otherwise provided in this Sale Agreement, TrackingPoint disclaims any and all liability for injury or damages arising from the use and/or misuse of any TrackingPoint Product.
- You understand and agree that TrackingPoint disclaims any and all responsibility and liability for the safe use and storage of any firearms or ammunition that you purchase and/or possess.

## **Domestic Product Policy**

TRACKINGPOINT PRODUCTS ARE AVAILABLE FOR PURCHASE ONLY BY AUTHORIZED INDIVIDUALS IN COMPLIANCE WITH APPLICABLE FEDERAL AND LOCAL LAW. TrackingPoint offers several items that are restricted for sale in the United States by federal, state, and/or local laws and regulations. TrackingPoint makes its best effort to ensure that it remains current on all laws and regulations as applicable. Please be aware that United States federal, state, and/or local laws and regulations are complex and are subject to change. Therefore, any summaries of such laws and regulations provided by TrackingPoint at any time can never and will never serve as legal advice or counsel in any way. If you have any questions about any law or regulation, TrackingPoint advises you to consult with an attorney who will represent your interests. It is ultimately the Purchaser's responsibility to investigate and ensure that any item is legal to use, carry, possess, purchase and/or own within the Purchaser's intended federal, state and/or local area.

By proceeding with a transaction to purchase any item(s) from TrackingPoint, you certify that (i) you have reviewed all United States federal, state, and/or local laws and regulations related to the use, possession, purchase and/or ownership of the item(s); (ii) you are legally permitted to use, possess, purchase and/or own the item(s); (iii) you do not intend to transfer the item(s) contrary to United States federal, state, and/or local laws and regulations; (iv) the item(s) will be used for lawful purposes only, and you are not associated with any criminal group or criminal enterprise; (v) you are at least 18 years of age, or of the appropriate legal age for an item according to applicable federal, state, and/or local laws and regulations; (vi) you are under no legal disability that would prevent you from using, possessing, purchasing, owning, and/or transferring the item(s); (viii) you have read and understand the export policy set forth below; and (ix) you understand and agree to restrictions on the return of certain regulated products.

By proceeding with a transaction to purchase any item(s) from TrackingPoint, you certify that you will comply with any and all requirements imposed by applicable U.S. federal, state, and local laws, regulations, and administrative policies.

## **Export Policy and Restrictions**

The U.S. Department of State's Directorate of Defense Trade Controls, the U.S. Department of Commerce's Bureau of Industry and Security, and the U.S. Department of the Treasury's Office of Foreign Assets Control administer export control regulations that affect some aspects of TrackingPoint's business. Export of some items may be prohibited without a valid export license issued by the U.S. Department of State, in accordance with International Traffic in Arms Regulations (ITAR) (22 C.F.R. 120-130) or a valid export license issued by the U.S. Department of Commerce, in accordance with the Export Administration Regulations (EAR) (15 C.F.R. 730-774).

U.S. law prohibits the sale, transfer, or export of items to certain restricted parties, destinations, and embargoed countries, as identified on lists maintained by the U.S. Department of State, the U.S. Department of Commerce, and the U.S. Department of Treasury. It is your responsibility to be aware of these lists, which can be found at the U.S. government websites listed below. By proceeding with any transaction, you certify that you (i) will not engage in any unauthorized transaction involving the export of TrackingPoint Products to any restricted parties or destinations; and (ii) will comply with all requirements imposed by all applicable laws, regulations and administrative policies. For further information regarding the applicable laws, regulations, and policies, contact:

U.S. Department of Commerce  
Bureau of Industry and Security  
Tel.: (202) 482-4811  
Website: <http://www.bis.doc.gov>

U.S. Department of State  
Bureau of Political-Military Affairs  
Directorate of Defense Trade Control  
Tel.: (202) 663-1282  
Website: <http://www.pmdtc.state.gov>

U.S. Department of the Treasury  
Office of Foreign Assets Controls  
Tel.: (202) 622-2480  
Website: <http://www.treas.gov/offices/enforcement/ofac>

## **Delivery Timing**

You understand that any projected delivery date that TrackingPoint provides to you is an estimate and subject to change.

## Shipping Liability

You understand that once your package is entrusted to a common carrier (e.g. UPS, FedEx, etc.), TrackingPoint does not have control over your package. Additionally, you agree that once such common carrier delivers your package to the address you specified, TrackingPoint is no longer responsible for that package.

## Cancellation Policy/Rescheduling Delivery

You may cancel an order before it has been shipped and receive a refund of any deposits or payments, less an administrative fee of five percent (5%) of the total amount paid. To cancel an order you have placed with TrackingPoint, you must contact us by email at sales@tracking-point.com and cancel your order in writing. Every effort will be made to accommodate the cancellation of your order as long as it has not yet shipped. When contacting us about a cancellation, please provide your name, order number and full contact information. Please note that once the Products have shipped, your order cannot be cancelled.

Purchaser may reschedule delivery of ordered Products to a date subsequent to the initial scheduled shipment date of the Products without obligation or liability, by providing written notice to TrackingPoint at least fifteen (15) days before the scheduled date such Product is to be shipped; *provided, however*, that delivery of such Products may not be rescheduled more than twice and to a date not more than ninety (90) days, in the aggregate, from the initial date such Products were to be shipped; after which date TrackingPoint may in its sole discretion and without further liability to Purchaser, cancel Purchaser's order in accordance with the terms of this Sale Agreement and sell the Products subject to the cancelled order to another purchaser.

## Return/Refund Policy

The Company provides the original Purchaser with a conditional 30-day return privilege (the "Limited Return"), the terms of which are as follows:

1. The period during which the Limited Return privilege is available is the 30 calendar days from the date of original delivery to Purchaser, either at the Company's location or at your local FFL firearms dealer;
2. Return is subject to the firearm not having been fired in excess of the following maximum shot count, depending on the type of firearm:

Firearm Type	Maximum Allowable Shot Count
Bolt-Action	50 shots
Semi-Automatic	100 shots

3. The Precision-Guided Firearm is to be returned in like-new condition and in the same hard-shell case in which the Product was originally delivered, as applicable;
4. The firearm is to be packaged properly and returned in a protective cardboard carton to prevent damage to the Precision-Guided Firearm and to the hard-shell case;
5. Precision-Guided Firearm has not been disassembled or tampered with in any way, and all aesthetic and functional quality-control verifications are passed by TrackingPoint upon return; and
6. All unused ammunition and accessories are returned separately and in like-new condition.

In order to return a firearm to TrackingPoint, the Purchaser must first contact TrackingPoint and obtain a Returned Merchandise Authorization ("RMA"). TrackingPoint will not accept any returned firearm and accessories, regardless of condition, if the Purchaser has not previously obtained a RMA from the Company. TrackingPoint reserves the right to refuse to accept any Product returns not bearing the RMA number on the outside of the carton and/or documentation accompanying the shipment, or not shipped in its original shipping carton or a functionally equivalent container. Upon satisfactory receipt of the firearm and related ammunition and accessories from the Purchaser, the Company will issue to Purchaser a full refund of the original purchase price in the same manner in which the original payment was made.

PURCHASER UNDERSTANDS AND AGREES THAT AFTER EXPIRATION OF THE 30-DAY LIMITED RETURN PERIOD, YOUR REMEDIES ARE LIMITED TO THE REMEDIES CONTAINED IN THE LIMITED WARRANTY SECTION OF THIS SALE AGREEMENT.

### **Tax Policy**

TrackingPoint charges state sales tax where it is required to do so by law, such as on sales to end-users within the State of Texas. As required by applicable law, sales tax is applied to all purchases shipped to a Texas address at the applicable local rate prescribed by state and local law. If your order is subject to sales tax, we will notify you of the amount of such taxes prior to processing any charges at the time of final purchase. As legal requirements change, states may establish new sales taxes that are applicable to existing orders for which full payment has not been received, which we will include in the final payment amount. In the event this occurs, a member of TrackingPoint's sales team will contact you to discuss the sales tax and final payment amount.

### **Product Changes**

TrackingPoint reserves the right, in its absolute discretion and without liability to Purchaser, to (i) change the design, specifications or construction of any Product, (ii) discontinue the manufacture or sale of any Product (and/or standard support and maintenance services), and/or (iii) allocate, terminate or limit deliveries in times of shortage provided, however, such Product Changes will not apply to any pending Product Orders previously accepted by TrackingPoint in writing and for which TrackingPoint has received a cash deposit from Purchaser.

### **Intellectual Property**

All trademarks, trade names, patents, copyrights, design, drawings, formulas or other data, photographs, samples, literature, and sales aids of every kind will remain the property of TrackingPoint and/or its licensors. Purchaser agrees not to do anything inconsistent with that ownership or to contest ownership of such items.

### **Services by TrackingPoint**

Unless otherwise agreed by TrackingPoint and Purchaser in writing, upon expiration of the Limited Warranty period applicable to a Product, TrackingPoint provides extended support and maintenance services for the Products and software embedded therein for a separate fee. If an applicable Product order states that Purchaser is purchasing such Extended Warranty Services, the terms of the then effective Limited Warranty are hereby incorporated by reference. In the event Purchaser (i) has not purchased Extended Warranty Services or (ii) requests repair and other support services that are outside the scope of the applicable Limited Warranty (collectively, "Out-of-Warranty Services"), then TrackingPoint may, at its sole option, provide the requested support services at TrackingPoint's then current standard rates.

### **Software**

Purchaser acknowledges that all software Products or Products that include software, are proprietary to TrackingPoint or its licensors and are subject to copyrights and trade secrets owned by TrackingPoint or its licensors. All references in this Sale Agreement to "purchases", "sales", or words of similar import, of software Products or Products that include software, signify only the acquisition of a license for such software for use in accordance with the terms of this Sale Agreement. Purchaser will have no access to, or rights in, the source codes of any software distributed with or included in the Products. Purchaser will have no right to copy, modify or remanufacture any Product or part thereof, nor reproduce any written material supplied by TrackingPoint without the explicit written consent of TrackingPoint.

### **Indemnification and Agreement to Defend**

YOU AGREE TO INDEMNIFY, DEFEND, SAVE HARMLESS, AND RELEASE TRACKINGPOINT AND ITS OWNERS, AGENTS, OFFICERS, AND EMPLOYEES AGAINST ANY CIVIL LIABILITY OR CRIMINAL PROSECUTION RESULTING FROM ANY FALSE INFORMATION THAT YOU PROVIDE TO TRACKINGPOINT. FURTHER, YOU AGREE TO INDEMNIFY, DEFEND, SAVE HARMLESS, AND RELEASE TRACKINGPOINT AND ITS OWNERS, AGENTS, OFFICERS, AND EMPLOYEES AGAINST ANY CIVIL LIABILITY OR CRIMINAL PROSECUTION RESULTING FROM YOUR OR ANYONE ELSE'S USE OF ANY TRACKINGPOINT PRODUCT, YOUR OR ANYONE ELSE'S STORAGE OF THE PRODUCT, AND YOUR OR ANYONE ELSE'S HANDLING OR TRANSPORTATION OF THE PRODUCT.

## Privacy

TrackingPoint respects your privacy. We do not, and will not, sell, share, trade, or otherwise give out your information. We are acutely aware of the privacy concerns of our Purchasers and visitors to our website. We will only disclose personal information when required by law if we have a good-faith belief that such action is necessary to comply with a current judicial proceeding, a court order, or a legal process served on TrackingPoint.

## General Provisions

1. Governing Law and Jurisdiction. Except where prohibited by law, this Sale Agreement will be governed by and construed under the laws of the State of Texas, without regard to principles of conflict of laws. . Any dispute, claim or controversy arising out of or relating to this Sale Agreement or the breach, termination, enforcement, interpretation or validity hereof, including the determination of the scope or applicability of this agreement to arbitrate, will be determined by binding arbitration in Travis County, Texas, before one arbitrator. The arbitration will be administered by Judicial Arbitration & Mediation Services, Inc. (“JAMS”) pursuant to its Streamlined Arbitration Rules and Procedures. Judgment on the award rendered by the arbitrators may be entered in any court having jurisdiction thereof. The arbitrators will apply Texas law to the merits of any dispute or claim, without reference to rules of conflict of law. Subject to the foregoing and except as expressly otherwise provided for and mutually agreed in writing, the federal and state courts within the Travis County, Texas, will have exclusive jurisdiction to adjudicate any dispute arising out of this Sale Agreement. Purchaser hereby expressly consents to (i) the personal jurisdiction of the federal and state courts within Travis County, Texas, (ii) service of process being effected upon it by registered mail sent to the last known address of Purchaser provided to the Company by Purchaser, and (iii) the uncontested enforcement of a final judgment from such court in any other jurisdiction wherein Purchaser or any of its assets are present. Nothing in this Sale Agreement will prevent either Party from applying to a court of competent jurisdiction for equitable or injunctive relief.
2. Entire Agreement. This Sale Agreement and the documents expressly incorporated by reference herein set forth the entire agreement and understanding of the Parties relating to the subject matter herein and merges all prior discussions between them. No modification of or amendment to this Sale Agreement will be effective unless set forth in writing and signed by duly authorized representatives of both Parties. No waiver of any rights under this Sale Agreement will be effective unless set forth in writing and signed by a duly authorized representative of the waiving Party. This Sale Agreement supersedes any conflicting terms and conditions on any Product orders, invoices, checks, order acknowledgements, forms, purchase orders, or other similar commercial documents relating hereto and which may be issued by a Party expressly agreed to by both Parties in writing. If there is a conflict between this Sale Agreement and any other document related to the Products, the terms of this Sale Agreement will prevail.
3. Severability; No Waiver. If any provision in this Sale Agreement is found or held to be invalid or unenforceable in any respect, such unenforceability will not affect any other provisions of this Sale Agreement, provided that the expected economic benefit of this Sale Agreement is not denied to either Party. The failure of either Party to enforce at any time any of the provisions of this Sale Agreement, or the failure to require at any time performance by the other Party of any of the provisions of this Sale Agreement, will in no way be construed to be a present or future waiver of such provisions, nor in any way affect the validity of either Party to enforce each and every such provision, nor in any way affect the validity of either Party to enforce each and every such provision thereafter.
4. Nonassignability and Binding Effect. Purchaser agrees that its rights and obligations under this Sale Agreement may not be transferred or assigned directly or indirectly without the prior written consent of TrackingPoint. TrackingPoint may assign this Sale Agreement and its rights and obligations hereunder without Purchaser’s consent. Subject to the foregoing, this Sale Agreement will be binding upon and inure to the benefit of the Parties hereto and their successors and permitted assigns.
5. Force Majeure. Nonperformance of either Party under this Sale Agreement will be excused to the extent that performance is rendered impossible by strike, natural disaster, governmental acts or orders or restrictions, failure of suppliers, acts of terrorism, energy shortage, or any other reason where failure to perform is beyond the reasonable control of and is not caused by the negligence of the nonperforming Party.
6. Legal Expenses. Except as otherwise set forth herein, the remedies provided in this Sale Agreement will be cumulative and in addition to any other legal or equitable remedies available to either Party. The prevailing Party in any legal action brought by one Party against the other and arising out of this Sale Agreement will be entitled, in

addition to any other rights and remedies it may have, to reimbursement for its expenses, including court costs and reasonable attorneys' fees.

7. Notices. Any notice required or permitted by this Sale Agreement will be in writing and will be sent by registered or certified first class United States mail, return receipt requested, or by reputable overnight courier addressed to the other Party at the address shown in the Purchase Order or at such other address for which such Party gives written notice hereunder. Such notice will be deemed to have been given when delivered (as evidenced by a written proof of delivery issued by the third party delivery agent) or, if delivery is not accomplished by some fault of the addressee, when tendered (as evidenced by a written proof of tender issued by the third party delivery agent).
8. Headings Descriptive. The captions and headings of this Sale Agreement are for convenience of reference only and will not affect the interpretation of this Sale Agreement.
9. Singular and Plural. When required by the context hereof, the singular includes the plural and vice versa.

*[Remainder of page intentionally blank.]*

## LIMITED WARRANTY

### Terms and Conditions

TrackingPoint, Inc. will warrant that the Product purchased from TrackingPoint, which will include the firearm as well as the networked tracking scope and smart trigger (the “Precision Guided Firearm”, or “PGF”), will be free from defects in material and workmanship for one (1) year from the date of purchase (which for purposes of this Limited Warranty will be the date of initial delivery to the original Purchaser). During the Limited Warranty period, if the PGF is found by TrackingPoint to be defective in material or workmanship, TrackingPoint, or one of its authorized service facilities will, at the Company’s sole option, either repair or replace the Product without charge, subject to the following conditions, limitations and exclusions:

1. This Limited Warranty extends to the original consumer Purchaser only and is not assignable or transferable.
2. This Limited Warranty will not apply to any Product that has been subjected to misuse, abuse, abnormal use, negligence, alteration or accident, or has had its serial number altered or removed (collectively, “out-of-warranty damage”). By way of some examples and not limitations in any way, that a Product that has been subjected to out-of-warranty damage may include evidence of full submersion, broken or missing parts, evidence of the Product having been fired using unauthorized ammunition, etc.
3. This Limited Warranty does not apply to the batteries that accompany this Product.
4. This Limited Warranty does not apply to a Product that has been modified to alter its functionality or capability without the written permission of TrackingPoint.
5. This Limited Warranty does not apply to cosmetic damage to the Product, including, but not limited to, scratches and dents that do not otherwise affect the functionality of the Product.
6. This Limited Warranty does not apply to defects caused by normal wear and tear or which are otherwise due to normal use and aging of the system.

### Obtaining Service

For service under this Limited Warranty, including service not covered under this Limited Warranty, you must contact TrackingPoint using the steps listed below.

1. Call TrackingPoint at (512) 222-0501 or contact [support@tracking-point.com](mailto:support@tracking-point.com). The Customer Service Representative will discuss the issues with you and determine whether problems encountered with the PGF are (i) eligible for service under this Limited Warranty, and (ii) can be remedied remotely or whether the PGF must be returned to TrackingPoint for further evaluation and service.
2. If TrackingPoint determines that your PGF is eligible for direct return service, ship your Product to TrackingPoint’s repair service location in accordance with TrackingPoint’s instructions (see Item 3. of this section below). TrackingPoint will provide prepaid waybill and packaging instructions, if eligible. Once service is complete, the TrackingPoint repair service location will return the repaired Product or provide a replacement Product to you, as applicable.
3. In order to return a firearm to TrackingPoint, you must first contact TrackingPoint and obtain a Returned Merchandise Authorization (“RMA”). TrackingPoint will not accept any returned firearm and accessories, regardless of condition, if you did not previously obtain a RMA from the Company. TrackingPoint reserves the right to refuse to accept any Product returns not bearing the RMA number on the outside of the carton and/or documentation accompanying the shipment, or not shipped in its original case and/or shipping carton, or a functionally equivalent container.
4. In servicing your Product, TrackingPoint may use parts or products that are new or refurbished. TrackingPoint will retain the replaced part or product that is exchanged during service as its property, and the replacement part or product will become your property.
5. TrackingPoint is not responsible for any failures or delays in performance under this Limited Warranty that are due to events outside of TrackingPoint’s reasonable control.

### **Purchaser's Responsibilities**

1. You must provide information to a TrackingPoint representative about the symptoms and causes of the issues with the Product.
2. You must follow shipping and packing instructions provided by TrackingPoint. You will be responsible for Products or parts that are lost or damaged as a result of failure to follow instructions.
3. We recommend that you try to save your personal information including but not limited to videos before shipping. TrackingPoint will make every effort to recover personal information including but not limited to videos on a damaged scope but this may not always be possible.

### **What is NOT Covered**

1. The Limited Warranty does not apply to operating the Product outside the permitted or intended uses described by TrackingPoint, as the manufacturer.
2. The Limited Warranty does not apply to a Product on which the serial number has been altered, defaced or removed, or to a Product that has been modified to alter its functionality or capability without the written permission of TrackingPoint.
3. The Limited Warranty does not apply to a Product that has been lost or stolen. This Limited Warranty only covers a Product that is returned to TrackingPoint in its entirety. The Limited Warranty only applies to a PGF that is submitted by the original Purchaser.
4. The Limited Warranty does not apply to cosmetic damage to the Product, including, but not limited to, scratches and dents that do not otherwise affect the performance and functionality of the Product.
5. The Limited Warranty does not apply to defects caused by normal wear and tear or which are otherwise due to normal aging of the Product.
6. The Limited Warranty does not apply to damage to the PGF caused by ammunition other than (i) Xact-Shot™ ammunition sold by TrackingPoint, or (ii) other non-TrackingPoint branded ammunition authorized in writing by TrackingPoint for use in its Precision Guided Firearms.
7. The Limited Warranty does not apply to damage to the PGF caused by a barrel obstruction.

### **LIMITED WARRANTY**

THE LIMITED WARRANTY TERMS AND CONDITIONS FOR PRODUCTS AND SERVICES PURCHASED PURSUANT TO THIS SALE AGREEMENT AND THE LIMITED WARRANTY SECTION THEREOF ARE THE COMPLETE AND EXCLUSIVE WARRANTY AGREEMENT BETWEEN PURCHASER AND TRACKINGPOINT, AND SUPERSEDE ANY PRIOR WARRANTY OR REPRESENTATION, INCLUDING REPRESENTATIONS MADE IN TRACKINGPOINT SALES LITERATURE OR ADVICE GIVEN TO PURCHASER BY AN EMPLOYEE OR AGENT OF TRACKINGPOINT THAT MAY HAVE BEEN MADE IN CONNECTION WITH THE PURCHASE OF THE PRODUCTS.

### **DISCLAIMER OF WARRANTY**

ALTHOUGH TRACKINGPOINT CANNOT GUARANTEE THAT A SUPPORT INCIDENT WILL BE RESOLVED, TRACKINGPOINT WILL MAKE REASONABLE EFFORTS TO PERFORM SUPPORT SERVICES UNDER THE SERVICE WARRANTY IN A PROFESSIONAL MANNER. TO THE EXTENT PERMITTED BY LAW, THE EXPRESS WARRANTY AND REMEDIES SET FORTH HEREIN ARE EXCLUSIVE AND IN LIEU OF ALL OTHER WARRANTIES, REMEDIES AND CONDITIONS, WHETHER ORAL OR WRITTEN, STATUTORY, EXPRESS OR IMPLIED. AS PERMITTED BY APPLICABLE LAW, TRACKINGPOINT AND ITS LICENSORS SPECIFICALLY DISCLAIMS ANY AND ALL STATUTORY OR IMPLIED WARRANTIES, RELATED TO OR ARISING IN ANY WAY OUT OF THESE TERMS AND CONDITIONS, INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.



## LIMITATION OF LIABILITY

TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, TRACKINGPOINT AND ITS EMPLOYEES AND AGENTS WILL UNDER NO CIRCUMSTANCES BE LIABLE TO YOU OR ANY SUBSEQUENT OWNER OF THE PRODUCT FOR ANY INDIRECT, INCIDENTAL, OR CONSEQUENTIAL DAMAGES, INCLUDING, BUT NOT LIMITED TO, COSTS OF RECOVERING, REPROGRAMMING, OR REPRODUCING ANY PROGRAM OR DATA OR THE FAILURE TO MAINTAIN THE CONFIDENTIALITY OF DATA, ANY LOSS OF BUSINESS, PROFITS, REVENUE OR ANTICIPATED SAVINGS, RESULTING FROM TRACKINGPOINT'S OBLIGATIONS UNDER THIS WARRANTY. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, THE LIMIT OF LIABILITY OF TRACKINGPOINT AND ITS EMPLOYEES AND AGENT'S TO YOU AND ANY SUBSEQUENT OWNER ARISING UNDER ALL PRODUCTS PURCHASED BY YOU FROM TRACKINGPOINT WILL NOT EXCEED THE ORIGINAL PRICE PAID FOR THE PRODUCTS. TRACKINGPOINT SPECIFICALLY DOES NOT WARRANT THAT (I) IT WILL BE ABLE TO REPAIR OR REPLACE THE PRODUCT WITHOUT RISK TO OR LOSS OF PROGRAMS OR DATA (II) IT WILL MAINTAIN THE CONFIDENTIALITY OF DATA, OR (III) THAT THE OPERATION OF THE PRODUCT WILL BE UNINTERRUPTED OR ERROR-FREE. FOR CONSUMERS IN JURISDICTIONS WHO HAVE THE BENEFIT OF CONSUMER PROTECTION LAWS OR REGULATIONS, THE BENEFITS CONFERRED BY THIS WARRANTY ARE IN ADDITION TO ALL RIGHTS AND REMEDIES PROVIDED UNDER SUCH LAWS AND REGULATIONS. TO THE EXTENT THAT LIABILITY UNDER SUCH LAWS AND REGULATIONS MAY BE LIMITED, TRACKINGPOINT'S LIABILITY IS LIMITED, AT ITS SOLE OPTION, TO REPLACE OR REPAIR OF THE PRODUCT OR SUPPLY OF THE SERVICE. SOME STATES OR PROVINCES DO NOT ALLOW THE EXCLUSION OR LIMITATION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO SOME OR ALL OF THE ABOVE LIMITATIONS MAY NOT APPLY TO YOU.

### Repairs Not Covered Under Warranty

TrackingPoint may, but will not be obligated to, repair or replace Products not covered for any reason by this Limited Warranty. TrackingPoint will repair or replace such out-of-warranty Product if so requested by you in writing and charge you for labor, parts and return shipping. Out-of-warranty repairs will be invoiced at TrackingPoint's then-standard time and materials rates regardless of defect. Repair charges are exclusive of any applicable excise or sales taxes, shipping, duties, or insurance.

Out-of-warranty Products to be repaired will be returned to TrackingPoint's designated repair facility at your expense and risk following the procedure described in the "**Obtaining Service**" section of this Limited Warranty. Any such returned Product will, at TrackingPoint's sole option and discretion, be repaired or replaced with parts or products that are new or refurbished, and returned to you at your expense and risk after all charges for such out-of-warranty services and repairs are paid by you. Unless otherwise agreed in writing, TrackingPoint will use commercially reasonable efforts to ship repaired or replacement Products within thirty (30) days of receipt.

TrackingPoint's Terms and Conditions of Sale prevailing at the date that such out-of-warranty Products are repaired or replaced and returned to you will apply to the Products and services provided by TrackingPoint under this section. Out-of-warranty Products repaired or replaced under this section will be warranted under this Limited Warranty for three (3) months from the date of shipment of the repaired or replaced Product to you.

### Extended Warranty

For an additional fee, TrackingPoint will extend the Limited Warranty Period set forth above for an additional period of one to four years (the "Extended Warranty") beyond the expiration of the Limited Warranty Period. Please contact TrackingPoint for additional information concerning pricing and terms of an Extended Warranty.

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