

LIMITED HARDWARE WARRANTY

- 1. Equipment.** This Limited Hardware Warranty (this “Warranty”) contains the sole and exclusive terms and conditions with respect to the PowerPath RFID hardware device (the “**Product**”) manufactured by Emanate Wireless, Inc., a Delaware corporation, (“Emanate”). The Product shall include any components thereof, and any firmware or computer code provided in connection therewith. This Warranty is available only to a Product when used in conjunction with a subscription to the PowerPath Server Software (the “Software”).
- 2. General.** Emanate warrants to the purchaser of the Product (the “Buyer”) that the Product shall be new and un-used. Emanate also warrants to the Buyer that during the initial term of the Software Subscription Agreement associated with the Product, or any renewal period for which a Hardware Warranty is purchased, the Product shall: (a) be free of defects in materials, workmanship and design; and (b) perform substantially in accordance with the current documentation, instructions, guidelines and specifications made available by Emanate in connection with the Product (the “Documentation”).
- 3. Conditions and Requirements.** This Warranty shall apply to a single Product, and each additional Product purchased by Buyer shall require and be subject to a separate Warranty. Any software or firmware included with or provided in connection with the Product shall be excluded from this Warranty, and shall be subject to the applicable licenses, warranties and other terms and conditions provided in connection therewith. Buyer is solely responsible for the proper use, maintenance and operation of the Product in accordance with the Documentation.
- 4. Remedies.** Emanate’s sole obligation and Buyer’s exclusive remedy under this Warranty is for Emanate, at its own expense and risk, to promptly repair, correct or replace the Product so long as the problems are reported during the Warranty Period, and Buyer shall comply with all Emanate requirements and instructions in connection with receiving service and support under the Warranty, including without limitation, shipping and packaging instructions. Emanate will use commercially reasonable efforts to ship replacement parts or Products (as applicable) within ten (10) working days after Emanate’s receipt of notice from Buyer. Emanate reserves the right to refund the purchase price as its exclusive warranty remedy.
- 5. Limitation of Liability.** Notwithstanding any other provision of this Warranty, in no event shall Emanate or its suppliers be liable to Buyer or to any other person or party for any special, consequential, incidental or punitive damages that may arise out of or in connection with this Warranty (including but not limited to damages for loss of sales, potential sales, profits or business), or out of Buyer’s use of the Product, or out of Emanate’s performance of any services, regardless of whether Emanate has been

informed of the possibility that such damages may occur. Emanate is not responsible for any injury, property damage, or other consequential or incidental damages arising directly or indirectly from the purchase or use of the Product or from any defect in materials or workmanship. Emanate's maximum liability under this Warranty, and its maximum liability in connection with Buyer's purchase and use of the Product, shall in no event exceed the price paid by Buyer for the Product, without regard to whether a claim is based in contract or tort, including negligence and product liability. The provisions of this section shall survive the termination or expiration of the Warranty. IN NO EVENT SHALL EMANATE BE LIABLE FOR ANY DAMAGES RELATING TO OR RESULTING FROM THE USE OF THE PRODUCT IN CONNECTION WITH AVIATION, MEDICAL, NUCLEAR OR ULTRA HAZARDOUS PURPOSES.

6. **Disclaimer.** TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, EXCEPT AS EXPRESSLY SET FORTH HEREIN, EMANATE MAKES NO WARRANTIES, GUARANTEES, OR REPRESENTATIONS, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO ANY REPRESENTATIONS OR WARRANTIES REGARDING: (I) MERCHANTABILITY, TITLE, OR FITNESS FOR ANY PARTICULAR PURPOSE, ACCURACY OR SYSTEM INTEGRATION; (II) PRODUCT AVAILABILITY, DELIVERY, SCHEDULING, OR AVAILABILITY OF ASSOCIATED SERVICES; (III) ABILITY TO GARNER PROFITS OR OPERATE BUSINESS; OR (IV) OPERATION WITHOUT INTERRUPTION OR ERROR. BUYER ACKNOWLEDGES AND AGREES THAT THE PRODUCT AND THE RESULTS AND INFORMATION RECEIVED FROM THE PRODUCT, SHALL NOT BE USED AS A SUBSTITUTE FOR SOUND BUSINESS PRACTICES OR REASONABLE PRECAUTIONS AND CARE. BUYER ACKNOWLEDGES AND AGREES THAT BUYER IS SOLELY RESPONSIBLE FOR DETERMINING THE APPROPRIATE USE OF THE PRODUCT.
7. **Modification.** This Warranty shall not be enlarged and no obligation or liability shall arise out of rendering of technical advice or service in connection with the Product. This Warranty is valid only for the Buyer and may not be transferred or assigned without the express written consent of Emanate.
8. **Termination.** The Warranty is void and automatically terminates if: (a) any unauthorized modifications are made to a Product, including without limitation, the incorporation into or integration with other products; (b) the Product housing has been opened or otherwise tampered with; (c) the Product has been dropped, struck, water-damaged, abused, improperly handled, altered, thrown or otherwise damaged by a person failing to exercise reasonable care; (d) the Product is installed, stored or maintained in a manner inconsistent with the Documentation; (e) the Product is subject to extreme temperatures (as identified in the Documentation), over-voltage, electrical surges, extreme atmospheric conditions, or misapplication of electrical power; or (f) the Product is used in an improper manner, not in accordance with the Documentation, or in a configuration not recommended or approved by Emanate.
9. **Notice.** To make a claim under this warranty shall notify Emanate within the Warranty Period by:
 - a. U.S. Mail: Emanate Wireless, 11145 Windsor Rd, Ijamsville, MD_21754_; Attn: Warranty Claims
 - b. e-mail: info@emanatewireless.com__; Subject: Warranty Claims
 - c. Telephone: (844)_EMANATE_____

10. **General.** This is the complete and exclusive Warranty made by Emanate with respect to the Product, and it supersedes all prior proposals, understandings and all other agreements, oral and written, with respect to the Product. The waiver or failure of Emanate to exercise any right provided for herein shall not be deemed a waiver of any further right hereunder. This Warranty may not be modified or altered except by written instrument duly executed by both parties. If any provision of this Warranty shall be held to be invalid or otherwise unenforceable, the validity, legality and enforceability of the remaining provisions shall in no way be affected or impaired. This Warranty may not be assigned, assumed or transferred without the written consent of Emanate, and shall not extend any protection, coverage or rights to any person receiving services in connection with the Product. This Warranty shall be governed by and interpreted in accordance with the laws of the State of Delaware, without giving effect to its conflicts of law provisions, and all disputes shall have exclusive venue in the federal and state courts in Delaware, and both parties consent to the jurisdiction of these courts. The terms of Sections 1, 3, 4, 5, 6, 7, 8, and 10 shall survive the termination or expiration of this Warranty.

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