



## Warranty & Support Services Terms

### 1. Warranty and Support Services.

Subject to Customer's use of the Product(s) in accordance with the Terms and Conditions of Supply and these Warranty & Support Services Terms (the Warranty Terms"), from the date of delivery of the Product(s) by Optos (or the actual date of installation by Optos, if applicable and if later) and thereafter for a period of one year (or such other warranty period as may be set forth in an applicable Product Order Form (the "Warranty Period"), Optos warrants that the Product(s) shall operate substantially in accordance with the Product(s) Documentation (the "Product Warranty"). Optos does not warrant that the operation of the Product(s) will be uninterrupted or error free.

(b) If a Support Services Period is specified in respect of Product(s) in the Product Order Form, Optos shall from the expiration of the Warranty Period and thereafter for the duration of the Support Services Period provide the Support Services as set forth herein to Customer. (c) During the Warranty Period, and the Support Services Period (if any), in the event of any breach of the Product Warranty, Customer's sole and exclusive remedy shall be for Optos, without expense to Customer, to promptly repair or replace, at Optos' option, any defective or deficient Product(s) or components thereof.

(d) The Product Warranty and Support Services are personal to Customer and may not, without the consent of Optos, be transferred or assigned to any third party, including, without limitation in connection with a transfer of ownership of the Product(s).

### 2. Support Services.

During the Warranty Period Optos shall provide Customer the following "Support Services" in respect of the Product(s):

(a) Where relevant, Optos will provide Customer with planned maintenance. Optos

may contact Customer proactively to schedule Planned Maintenance visits on mutually convenient weekdays between the hours of 8:00 (am) and 5:00 (pm) (Local Time), excluding Optos holidays (the "Service Hours").

(b) Optos shall provide on-site service at the Installation Site ("Emergency Service") during the Service Hours, if the Product(s) is inoperable (an "Emergency Service Event"). Upon Customer notifying Optos of an Emergency Service Event (by telephoning or emailing the Optos support center), Optos will use reasonable efforts to procure that a service technician attends the Installation Site within seventy two (72) hours of such notification or as soon as practicable.

(c) Optos will provide emergency telephone consultation to Customer between 8:00 (am) and 8:00 (pm) (ET) ("Phone Support").

(d) If Optos determines that a modification to a Product(s) (whether hardware or software) is necessary to address safety or reliability concerns identified by Optos or required by an applicable regulatory agency ("Safety Modifications"), then Optos will install the Safety Modification in the Product(s) as soon as practicable at a mutually convenient time during the Service Hours.

(e) Optos' costs and expenses of Planned Maintenance, Emergency Services, Safety Modifications and Phone Support, including without limitation, in respect of repair or replacement of Product(s) components, and associated labor and travel expenses, shall be borne by Optos. All costs associated with the provision of parts or services not expressly covered by the Support Services shall be borne by the Customer.

(f) **Full Support Services:** If Customer has purchased "Full Support Services" (a) through (e) above shall apply.

(g) **Parts and Phone Support Services:** If Customer has purchased “Parts and Phone Support Services”, the following Services shall be included:

- (i) Telephone consultation
- (ii) Remote support
- (iii) Parts
- (iv) Software Updates

Charges for onsite service and support, including but not limited to labor charges and travel expenses, shall apply.

### **3. Customer Obligations.**

(a) Customer shall conduct such tests of the Product(s) and submit the results in such format at such times as Optos reasonably requests. Customer agrees to maintain Internet and/or telephone line connectivity to allow Optos to monitor remote diagnostic logs and allow for timely maintenance visits.

(b) Customer will cooperate with Optos in performing its duties including, without limitation, in the scheduling of service calls, providing access to the Product(s), providing an acceptable work environment for Optos personnel at the Installation Site, providing adequate space for storage of spare parts, tools and the like. Customer bears the risk of loss of any such Optos property while stored at the Installation Site.

(c) The Warranty and Support Services do not apply to any errors, failures or malfunctions caused by (i) any unauthorized performance of maintenance, repairs, modifications or adjustments to any part of the Product(s), including use of non-Optos approved parts or disposables, (ii) failure to use the Product(s) in accordance with applicable Product documentation, (iii) failure to keep the Product(s) in good order, condition and repair, or (iv) any moving of any Product from one location to another (including moving within a single location). If Optos agrees to provide Support Services for any error, failure or malfunction caused by any of the foregoing, such services will be billable at Optos standard time & material rates.

(d) For the safety of Optos’ personnel, Customer or one of its representatives will be present at the Installation Site at all times when an Optos representative is servicing the Product(s).

### **4. Exclusions; Extra-Warranty Service.**

Services or components not covered by the Warranty or Support Services may, at Optos’ sole discretion, be purchased by the Customer from Optos, to the extent Optos generally provides such services or components to its customers, on a case-by-case basis at Optos’ then current charges. Components other than Product(s) components, and services other than Support Services, (including but not limited to Product(s) relocation) are not covered by the Warranty or the Support Services. Optos will pass through to Customer, to the fullest extent reasonably possible, any product warranties provided by third party manufacturers applicable to any such components or services.

### **5. Post-Warranty Period Service.**

Customer may elect to enter into a support services agreement to begin at the end of the warranty Period, or where none, at any other time. Any such service agreement will be provided at Optos’ then-current standard rates. In the event of gap between (a) the Warranty Period and any Support Services Term and (b) a subsequent election to contract for Support Services, Optos may require a recertification, at Customer’s expense, of the applicable Product(s).

### **6. Right to Subcontract.**

Optos may subcontract the Support Services to third parties, provided that Optos shall remain responsible for the performance of its subcontractors hereunder. Optos reserves the right to use refurbished parts in performing its obligations hereunder, provided that such parts meet all specifications and are covered by the same Warranty as new parts. All parts removed from the Product(s) for replacement become the property of Optos.