

ENCELIUM Light Management Systems

Limited System Warranty

DIGITAL LUMENS, INC., provides the following warranty to the original purchaser of the Encelium Light Management System.

Any subsequent additions to the System after System Start-up will be governed by the current warranty at the time of purchase of the additional products.

1. Definitions

- a. "Documentation." Instructions, manuals, diagrams and collateral materials pertaining to use and operation of the Encelium System Hardware and Software.
- b. "Open Source Software." Software distributed in source code form, subject to a license agreement that conforms to the Open Source Initiative's Open Source Definition (<http://www.opensource.org>). License agreements, source code, and copyright disclosures for Open Source Software used in the System can be found at www.encelium.com.
- c. "Encelium System Products." Encelium Light Management System hardware and software and associated components.
- d. "Encelium Hardware." Encelium Light Management System hardware and components produced or supplied by Encelium, Digital Lumens, Inc., or its affiliated brands.
- e. "Encelium Software." Any version of Polaris, other software or firmware, including components, extensions and modules, related updates and upgrades; licensed materials, and Documentation, whether incorporated into, distributed, or for use with the System.
- f. "System." Encelium Light Management System consisting of Encelium Hardware and Software.
- g. "System Start-up." Verification that System installation is complete, and System is operating substantially as designed.
- h. "Third Party Components." Any non-Encelium branded components that may be supplied with Encelium Products including hardware, software, and components.
- i. "Third Party Software." Software and software components provided by third parties ("Third Party Licensors") incorporated or for use with the Encelium Software and System, including certain Open Source Software components and third party operating systems.

2. Hardware Warranty

Digital Lumens, Inc. warrants the Encelium Hardware, excluding Third-Party Components, to be free from defects in materials and workmanship, and to operate according to published specifications for a period of sixty (60) months from the date of System Start-up. If the

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Encelium Hardware fails to operate properly during the warranty period, Digital Lumens, Inc. will, at its option, repair or replace the Encelium Hardware with the same or similar component at no charge. Labor costs for replacement of defective products are not included unless covered in a separate maintenance or service agreement.

Warranties for Third Party Components, if any, are provided by the manufacturer or licensor.

3. Software Warranty

Digital Lumens, Inc. warrants that the Encelium Software, excluding Open Source Software and third party operating systems, will perform substantially in accordance with published specifications for a one year period following System Start-up. Warranty claims must be made within the one-year period. Digital Lumens, Inc. will use reasonable efforts to modify or fix any material defect in the operation of the Encelium Software a timely manner.

4. Warranty Conditions and Exclusions

- a. This warranty only applies if the System is: (1) properly installed; (2) operated on a suitable power source within recommended electrical values; (3) used with compatible devices and accessories according to the Documentation; and (4) installed and operated in environmental conditions (temperature, humidity, ventilation, interference) within the specified operating range of the Encelium Hardware according to published specifications.
- b. This warranty excludes coverage for damage, malfunction or inoperability caused by: (1) use in violation of published specifications; (2) abnormal use or stress caused by power surges, fire, lightning, earthquakes, flooding, water damage or other natural conditions; (3) malicious code or security breaches through Customer's network; or (4) unauthorized modifications.
- c. This warranty will be void if the Customer directly or indirectly: (1) installs any third-party software on the System not provided or approved by Digital Lumens, Inc.; (2) alters, tampers with, or reverse engineers the System or component; (3) circumvents any copy protection, rights management, or security measures provided with the Encelium Software or Hardware; or (4) uses the System in violation of any agreement with Digital Lumens, Inc. or any applicable laws, rules or regulations.
- d. Digital Lumens, Inc. does not guarantee any energy savings or other monetary benefit from the use of the System. Energy savings, if any, will vary depending on factors such as site conditions, utility rates, selected components and system configuration. Any rebate, incentive or cost reduction that may be available from third parties is outside the control of Digital Lumens, Inc.

5. Warranty Claims and Service

- a. Warranty claims must be submitted to the Dealer or, for direct sales, Encelium Customer Service: customerservice@encelium.com
- b. Most System problems can be corrected over the phone through close cooperation between the Customer and a technician. To better enable Digital Lumens, Inc. to address a warranty claim, the Customer should have the applicable serial and model numbers, the current operating system version, and the brand name and model of any peripheral devices used with the System available. If Digital Lumens, Inc. determines

that an on-site visit is necessary we may dispatch an authorized representative. All on-site labor costs incurred to diagnose any problems with the System and to repair, replace or adjust the System to restore it to normal operation will be paid by the Customer unless included in a separate service agreement.

- c. All warranty returns must have a Return Material Authorization (RMA) issued by Digital Lumens, Inc. After receiving a Return Material Authorization, Customer must return the Encelium Product at Customer's expense to Digital Lumens, Inc. according to the shipping labels or instructions provided with the RMA.
- d. Customer will promptly return the Encelium Product if requested by Digital Lumens, Inc. and according to shipping instructions. Digital Lumens, Inc. will examine any failed Encelium Product to determine the cause of failure and will determine whether the Encelium Product is defective and covered under this warranty.
- e. Customer must provide remote access to the System through Customer's network for remote support. Digital Lumens, Inc. will use reasonable security measures to protect access and will follow Customer's applicable information security requirements.

6. Disclaimer

THE EXPRESS LIMITED WARRANTIES PROVIDED ABOVE ARE THE EXCLUSIVE WARRANTY FOR THE SYSTEM. DIGITAL LUMENS, INC. DISCLAIMS ALL OTHER STATUTORY, EXPRESS, OR IMPLIED WARRANTIES, INCLUDING ANY WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR NON-INFRINGEMENT.

7. Limitation of Liability

EXCEPT FOR ITS INDEMNIFICATION OBLIGATIONS, DIGITAL LUMENS, INC. SHALL NOT BE LIABLE FOR ANY SPECIAL, INDIRECT, PUNITIVE, OR CONSEQUENTIAL DAMAGES RESULTING FROM USE OF THE SYSTEM. DIGITAL LUMENS, INC. MAXIMUM AGGREGATE LIABILITY FOR DAMAGES ARISING UNDER THIS AGREEMENT IS LIMITED TO THE GREATER OF \$500,000.00 OR THE TOTAL FEES PAID TO DIGITAL LUMENS, INC. FOR THE PURCHASE, INSTALLATION AND SERVICE OF THE SYSTEM.

CLAIMS ARISING OUT OF DIGITAL LUMENS, INC. NEGLIGENCE, CLAIMS ALLEGING PERSONAL INJURY OR DEATH, OR CLAIMS ELIGIBLE FOR INDEMNIFICATION ARE EXCLUDED FROM THE LIABILITY LIMITATION. THESE LIMITATIONS SHALL APPLY NOTWITHSTANDING ANY FAILURE OF ESSENTIAL PURPOSE OF ANY LIMITED REMEDY.