

TRICON SALES LLC d/b/a RECON DYNAMICS

WARRANTY POLICIES

1. Definitions

- a. **"Recon Products"** means the Recon Proxbox, Proxlets, and other tangible property provided, delivered or made available to Customer by Recon.
- b. **"Recon Services"** means the monitoring, data collection, and analytics services (but excluding any Recon Consulting services) described in the ordering Purchase Order and any other professional services that Recon provides to Customer at Customer's request

2. **Warranties, Disclaimers and Exclusive Remedies.** Recon warrants (i) that the Recon Products will perform in all material respects in accordance with the Service Documentation for a period of one (1) year from the date of activation; and (ii) that the Recon Services will be performed in a good and workmanlike manner substantially in accordance with industry standards. If the Services provided to Customer for any given calendar month during the Services Term are not performed as warranted, Customer must provide written notice to Recon no later than five (5) business days after the last calendar day of such month or, if different, as provided in the ordering Purchase Order.

RECON DOES NOT GUARANTEE THAT THE SERVICES WILL BE PERFORMED ERROR-FREE OR UNINTERRUPTED, OR THAT RECON WILL CORRECT ALL SERVICE ERRORS. CUSTOMER ACKNOWLEDGES THAT RECON DOES NOT CONTROL THE TRANSFER OF DATA OVER COMMUNICATIONS FACILITIES, INCLUDING WITHOUT LIMITATION, THE INTERNET, AND THAT THE SERVICES MAY BE SUBJECT TO THE LIMITATION, DELAYS, AND OTHER PROBLEMS INHERENT IN THE USE OF SUCH COMMUNICATIONS FACILITIES. IN ADDITION, DELIVERY OF THE RECON SERVICES MAY BE CONTINGENT ON THE ACCESS, SUPPORT AND COOPERATION OF CUSTOMER, WITHOUT WHICH SUCH SERVICES CANNOT BE PERFORMED. RECON IS NOT RESPONSIBLE FOR, AND SPECIFICALLY DISCLAIMS LIABILITY FOR, ANY DELAYS, DELIVERY FAILURES OR OTHER DAMAGE RESULTING FROM SUCH PROBLEMS AND CONDITIONS.

FOR ANY BREACH BY RECON OF THE WARRANTY WITH RESPECT TO (1) RECON PRODUCTS, THE CUSTOMER'S EXCLUSIVE REMEDY IS REPLACEMENT OF SUCH PRODUCT, AND (2) WITH RESPECT TO RECON SERVICES, RECON WILL REMIT A SERVICE FEE CREDIT TO CUSTOMER EQUAL TO TEN PERCENT (10%) OF THE NET SERVICE FEE SET FORTH IN THE ORDERING PURCHASE ORDER. THE CREDIT WILL BE APPLIED ONLY TOWARD ANY ACCRUED BUT UNPAID FEES OWED TO RECON FOR THE RELATED SERVICES, AND REMITTANCE OF SUCH CREDIT WILL REPRESENT CUSTOMER'S EXCLUSIVE REMEDY, AND FULL SATISFACTION OF RECON'S SOLE LIABILITY, FOR ALL WARRANTIES SPECIFIED IN THIS AGREEMENT.

TO THE EXTENT NOT PROHIBITED BY LAW, THE FOREGOING WARRANTIES ARE EXCLUSIVE AND THERE ARE NO OTHER EXPRESS OR IMPLIED WARRANTIES OR CONDITIONS INCLUDING FOR HARDWARE, SOFTWARE, SYSTEMS, NETWORKS, ENVIRONMENTS OR SERVICES OR FOR MERCHANTABILITY, SATISFACTORY QUALITY AND FITNESS FOR A PARTICULAR PURPOSE.

THE ABOVE POLICY MAY BE MODIFIED AT THE COMPANY'S DISCRETION.

(updated February 8, 2021)