

## Definition

For purposes of this Limited Warranty (this “Warranty”), the terms in parentheses below shall have the meanings given them:

“**Act of God**” means any cause beyond the reasonable control of Telos, including acts of God, fires, floods, electrical surges, and lightning.

“**Extended Warranty Period**” means a discrete and identified period of time separately purchased from Telos by or on behalf of an end-user and expressly identified by Telos as an Extended Warranty Period.

“**Hardware**” means all tangible audio equipment, circuit boards and components manufactured or assembled by or on behalf of Telos.

“**Hardware Products**” means all Hardware plus any Software or Software Options that enable the core functionality of such Hardware.

“**Initial Warranty Period**” of a particular Product or Service other than a Software Option means the period beginning on its Receipt Date and ending (i) for Hardware Products, two (2) years thereafter, and (ii) for Software Products, ninety (90) days thereafter.

“**Products**” means all Hardware Products and Software Products sold by or on behalf of Telos, or by any of its authorized distributors.

“**Receipt Date**” means the date that the end-user receives the Product or Service in question or, if sooner, 90 days from the date the relevant Product is shipped to such end-user.

“**Services**” means all installation, configuration, and repair services provided by Telos.

“**Software**” means all application and systems software, including (but not limited to) firmware and application programming interfaces, designed or developed by or on behalf of Telos, without regard to whether such Software is sold in stand-alone format or installed on or embedded in Hardware.

“**Software Options**” means all Software that (i) expands the functionality of an existing Hardware Product or Software Product and (ii) does not have any functionality or use on its own.

“**Software Products**” means all Software sold in stand-alone format.

“**Telos**” means TLS Corp., an Ohio corporation doing business under the brand names Telos Alliance, Telos Systems, Omnia Audio, Axia Audio, Linear Acoustic, Minnetonka Audio Systems, and 25-Seven, among others.

“**Warranty Period**” of a particular Product or Service means the Initial Warranty Period of such Product or Service plus any Extended Warranty Period purchased by the end-user for such Product or Service. The Warranty Period of a Software Option shall be the remainder of the Warranty Period of the Hardware Product or Software Product whose functionality it expands. Software Options shall carry no independent warranty of their own.

## Warranty

This Warranty covers, and is the exclusive remedy available from Telos for any defect in, Telos' Products and Services. Each Product and Service is warranted for its Warranty Period to be free from defects in material and workmanship, and to perform in conformity with (and subject to end-user's compliance with) the applicable Quotation. Telos will repair (with factory-authorized parts) or replace (at its sole discretion) a defective Product returned to Telos within its Warranty Period, and correct defective Services whose defect is brought to Telos' attention within their Warranty Period, all subject to the provisions and limitations set forth in this Warranty. Telos also reserves the right, if it is not economically justifiable to repair or replace the warranted Product, to offer a replacement product of comparable performance and condition direct to the customer, accepting the failed warranted Product as a trade-in.

## Warranty Limitations

As with all sensitive electronic equipment, to help prevent damage and or loss of data, we strongly recommend the use of an uninterruptible power supply with all of our Products. Telos products (including the Products) are to be used with registered protective interface devices which satisfy regulatory requirements in their country of use.

This Warranty will be void as to any: (i) Product or Service that was purchased or otherwise obtained through sales channels not authorized by Telos; (ii) Product or Service that is owned by any person who has materially breached or allowed another to cause the material breach of, the terms of the end-user license agreement, terms and conditions of use, or other use agreement governing the end user's right to use such Product or Service; (iii) Product that has been subjected, directly or indirectly, to any Act of God; (iv) Product that has been improperly installed or misused, including (without limitation) the failure to use telephone and power line surge protection devices; (v) Product that has been damaged by misuse, accident or neglect; or (vi) Product into which the end-user has incorporated or permitted to be incorporated any virus, worm, Trojan horse, time bomb or other malicious code intended to harm or negatively affect the operation, integrity, control or security of computer programs, systems, environment or data.

EXCEPT AS EXPRESSLY STATED ABOVE, TELOS MAKES NO WARRANTIES, EXPRESS OR IMPLIED (INCLUDING IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE) AS TO THE PERFORMANCE OF THE PRODUCTS AND SERVICES.

IN NO EVENT WILL TELOS, ITS DIRECTORS, OFFICERS, EMPLOYEES, AGENTS, OWNERS, CONSULTANTS OR ADVISORS (ITS "**AFFILIATES**"), OR AUTHORIZED DEALERS OR THEIR RESPECTIVE AFFILIATES, BE LIABLE FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES, OR FOR LOSS, DAMAGE, OR EXPENSE DIRECTLY OR INDIRECTLY ARISING FROM THE USE OF ANY PRODUCT OR RECEIPT OF ANY SERVICES, OR THE INABILITY TO USE ANY PRODUCT EITHER SEPARATELY OR IN COMBINATION WITH OTHER EQUIPMENT OR MATERIALS, OR FROM ANY OTHER CAUSE.

## Submitting a Claim

A warranty claim must be received by Telos within the Warranty Period and warranty coverage must be authorized by Telos. Contact may be made by email at [support@telosalliance.com](mailto:support@telosalliance.com) or telephone at (+1) 216-241-7225.

**Shipping Costs and Warranty Service for Hardware Products** If Telos authorizes the performance of warranty service for a Hardware Product, the defective Hardware Product must be delivered to Telos at 1241 Superior Avenue, Cleveland, Ohio 44114 or such other repair center as Telos may specify at the time of claim.

If the date the customer's notice of warranty claim on a Hardware Product is actually received by Telos (such date the "**Warranty Claim Notice Date**") is within the first 90 days of such Hardware Product's Warranty Period, Telos will pay the costs of shipping (and bear risk of loss of) such Hardware Product to and from the end user's location, and the cost of repair or replacement of such warranted Hardware Product.

If the Warranty Claim Notice Date occurs after the first 90 days of such Hardware Product's Warranty Period and before the end of such Warranty Period, the customer will pay the freight to return such Hardware Product to Telos. Telos will then, in its sole discretion, repair or replace the warranted Hardware Product and return it to the end user at Telos' expense.

The end user will in all cases be responsible for all duties and taxes associated with the shipment, return and servicing of the warranted Hardware Product.

No distributor, dealer, or reseller of Telos products is authorized under any circumstances to extend, expand or otherwise modify in any way the warranty provided by Telos, and any attempt to do so is null and void and shall not be effective as against Telos or its affiliates.

## Handling of Warranty Information

Any information gathered pursuant to the registration of this Warranty or service provided hereunder shall be kept and used in accordance with Telos' Privacy Policy, a full copy of which can be found at:

<https://www.telosalliance.com/privacy>.