

WIRELESS PRODUCTS LIMITED WARRANTY STATEMENT

RIVI Networks provides a “Limited Lifetime Hardware Warranty” for certain Wireless Products and a “Limited One Year Hardware Warranty” for others. To determine which Hardware Warranty applies to the Product(s) you have purchased and for additional information relating to your warranty, please refer to the authorised dealer from which the products were purchased.

Product	Warranty
RIVI Indoor APs	Limited Lifetime Parts & Labour RTB Warranty for up to 5 years from the announced product end of life date
RIVI Outdoor APs	Limited One-Year Parts & Labour RTB Warranty from the date of purchase

Limited 90 Day Software Warranty

Subject to the provisions herein, RIVI Networks warrants to the original purchasing customer, that for a period of ninety (90) days following the date of RIVI Networks’ shipment of the product, the software components in the product, when unmodified and used in the manner specified in the the current documentation, will perform substantially in accordance with the accompanying product documentation. If, during the warranty period, RIVI Networks receive notice that a product fails to meet the requirements of the foregoing limited software warranty, RIVI Networks will use reasonable commercial efforts to, at its option, (a) modify such software in a manner that corrects the defect; or (b) replace the defective software with substantially equivalent software at no additional charge.

Limited Hardware Warranty

For the Limited Lifetime Hardware Warranty, the warranty period continues so long as the product remains in the possession of the original purchasing customer. For the Limited One Year Hardware Warranty, the warranty period is a period of one (1) year following the date of RIVI Networks’ shipment of the product, so long as the product remains in the possession of the original purchasing customer. Subject to the provisions herein, RIVI Networks warrants to the original purchasing customer, that for the applicable warranty period identified above, the products, excluding the software components, will be free from defects in materials and workmanship and will operate substantially in accordance with the accompanying product documentation. As used herein, a “customer” is defined as the individual end user who is not a distributor, reseller, or retailer, but purchases the products for his/her/their own use. If RIVI Networks receives notice of a defect in any hardware product covered by the foregoing hardware warranty, RIVI Networks will, at its option, repair or replace the affected product with the same or a substantially equivalent product.

In the event RIVI Networks is unable, within a commercially reasonable period of time, to repair, replace or correct the non-conformance to warranted condition, RIVI Networks will refund the original purchase price upon return of the product. Replacement products may be new, refurbished or contain refurbished materials. This hardware warranty extends only to the original purchasing customer of the product and may not be transferred to any other party.

Obtaining Warranty Service

To obtain the benefit of the foregoing limited warranties, the original purchasing customer must follow the process documented in the RIVI Networks' Warranty Guidelines. In the first instance, the customer should make contact with the authorised dealer from which the product was purchased to initiate the RMA process.

Warranty Disclaimers

a. RIVI Networks does not warrant that the operation of the products will be error free or uninterrupted or that the product will meet specifications defined by a party other than RIVI Networks.

b. These limited software and hardware warranties do not apply if, in the judgment of RIVI Networks: (i) the product failure is attributable to damage from shipment, handling, storage, accident, negligence, abuse or misuse (including, without limitation to, use outside the recommended environment); (ii) the product has been used or maintained in a manner not conforming to product manual instructions or has been modified or altered in any way; (iii) is repaired or modified by anyone other than RIVI Networks or a RIVI Networks' authorised company; or (iv) the Serial Number or MAC address on the product has been removed or defaced.

c. The Limited Software and Hardware Warranties and express remedies stated above are exclusive and in lieu of all other, oral, or written, express, implied or Statutory. RIVI Networks expressly disclaims any and all other warranties, including implied warranties of merchant ability, fitness for a particular purpose, title, non-infringement of third party right, quiet enjoyment and accuracy. If the products do not perform and operate as warranted, RIVI Networks' sole liability and your exclusive remedies shall be the ones Set forth herein.

This disclaimer applies even if the express warranty fails of its essential purpose. Some jurisdictions do not allow exclusions of certain implied warranties or limitations on how long an implied warranty lasts, so some of the above limitations may not apply to you.

Limitation of Liability

RIVI Networks and its suppliers shall not under any circumstances be liable for any special, incidental, indirect, or consequential damages, any loss of profits, data or revenues or the costs of replacement or substitute products, arising from the purchase, use or inability to use this product, whether in Contract or Tort (including negligence), even if RIVI Networks has been informed in advance of the possibility of such damages of any nature, regardless of the form of action, is limited to the purchase price paid by the customer for the product upon which liability is based.

Some jurisdictions do not allow the exclusion or limitation of incidental or consequential damages, so the above limitation and exclusion may not apply to you.

WIRELESS PRODUCTS SOFTWARE LICENSE AGREEMENT

RIVI Networks is willing to licence the software as embedded in the associated hardware (collectively, the 'Product' to you only on the condition that you accept all of the terms and conditions in this agreement.

Please read the terms and conditions below carefully.

By installing and/or using the product, you acknowledge that you have read this agreement and agree to be bound by its terms and conditions.

If you do not agree to these terms and conditions, RIVI Networks is unwilling to license the software to you, and you should not use or install the product. If this is the case, you should immediately contact RIVI Networks at rivinetworks.com.

1. **GRANT OF LICENSE.** Subject to the terms and conditions of this Agreement, RIVI Networks grants you a personal, non-exclusive, restricted right to use the object code version of the software solely in conjunction with the product and in accordance with the user manuals

2. **REVISIONS.** From time to time, RIVI Networks may offer an upgrade, revision, or other modification ("revision") to the software. Such revision is subject to the terms of this agreement and is specifically limited to use with a single installation of RIVI Networks Software, unless otherwise stated. Use with a subsequent installation of RIVI Networks Software violates the terms of this agreement

3. **OWNERSHIP.** RIVI Networks and its suppliers shall retain ownership of all patents, copyrights, trademarks, trade names, trade secrets and other intellectual property rights in the Software. The Software is protected by copyright laws and international copyright treaties, as well as other intellectual property laws and treaties. Except as provided in Section 1, you shall have no right, title, or interest in or to the Software. The Software is licensed, not sold, to you for use only under the terms of this agreement

3. **OWNERSHIP.** RIVI Networks and its suppliers shall retain ownership of all patents, copyrights, trademarks, trade names, trade secrets and other intellectual property rights in the Software. The Software is protected by copyright laws and international copyright treaties, as well as other intellectual property laws and treaties. Except as provided in Section 1, you shall have no right, title, or interest in or to the Software. The Software is licensed, not sold, to you for use only under the terms of this agreement

4. **RESTRICTIONS.** RIVI Networks reserves all rights in the software not expressly granted to you. You may not copy, modify, create derivative works of, distribute, sell, assign, pledge, sublicense, lease, loan, rent, timeshare or otherwise transfer the software. You agree to comply with all applicable laws relating to the use of the product, including without limitation, all restrictions relating to copyrights and shall defend, indemnify, and hold RIVI Networks and its suppliers harmless from any claims arising out of any violation of such laws. You may not derive or attempt to derive the source code of the software by any means, nor permit any other

5. WARRANTY DISCLAIMER. Except as expressly stated in the Product Limited Warranty Statement provided with the product, the software is licensed to you "as is," without warranty of any kind. RIVI Networks and its suppliers disclaim all warranties, express or implied, either in fact or by operation of law, Statutory or otherwise, including without limitation, the warranties of merchantability, fitness for a particular purpose, title and non-infringement of third party rights

6. LIMITATION OF LIABILITY. RIVI Networks and its suppliers shall not be liable for any indirect, exemplary, special, punitive, consequential or incidental damages of any kind or for loss of revenue or profits, loss of business or any damages that are not direct, even if RIVI Networks or such supplier has been advised of the possibility of such damages. In no event will RIVI Networks' aggregate liability in connection with this agreement, regardless of the form of the action giving rise to such liability (whether in Contract, Tort or otherwise), exceed one hundred U.S. dollars (\$100.00 U.S.). These disclaimers of liability will not be affected if any remedy provided herein fails of its essential purpose. Some jurisdictions do not allow the limitation or exclusion of liability for consequential or incidental damages so the above limitation or exclusion may not apply to you. This limited liability provision is a fundamental part of the basis of RIVI Networks' bargain hereunder and RIVI Networks would not be willing to license the software to you in absence of such limitations

7. TERMINATION. This Agreement shall terminate automatically upon your breach of any term of this agreement. Upon termination, you shall destroy the software

8. EXPORT CONTROL. The software is subject to the export control laws of the United States. You may not export or re-export the software without the appropriate United States and foreign Government Licenses. You shall otherwise comply with all applicable export control laws and shall defend, indemnify and hold RIVI Networks and all Licensor suppliers harmless from any claims arising out of your violation of such export control laws

9. ASSIGNMENT. You may assign your rights in this agreement only if you assign all of your rights in the product and such assignee agrees to be bound by all terms and conditions of this agreement. Your license will automatically terminate upon any assignment

10. GENERAL. This Agreement shall for all purposes be governed by and interpreted in accordance with the laws of the State of California, USA, without regard to the conflicts of laws, principles or any other principles that would result in the application of a different body of law. The United Nations Convention on Contracts for the International Sale of Goods is specifically disclaimed. If any provision of this agreement is held by a Court of competent jurisdiction to be unenforceable for any reason, the remaining provisions hereof shall be unaffected and remain in full force and effect. This Agreement is the final, complete and exclusive agreement between the parties relating to the subject matter hereof and supersedes all prior or contemporaneous understandings and agreements relating to such subject matter, whether oral or written.

BY INSTALLING AND/OR USING THE PRODUCT, YOU ACKNOWLEDGE THAT YOU HAVE READ THIS AGREEMENT, UNDERSTAND IT AND AGREE TO BE BOUND BY ITS TERMS AND CONDITIONS.