



SCRIPTEL CORPORATION SCRIPTOUCH LIMITED WARRANTY

Valid for all purchases as of October 1, 2017, unless otherwise described in in-box documentation that came with the original purchased unit or through prior written agreement between the purchaser and Scriptel Corporation ("Scriptel").

This limited warranty ("Warranty") applies exclusively to ScripTouch® electronic signature pads (the "Products"). The Warranty does not apply to third-party software which is, by express publication or by implication, designed to work with the Products.

Warranty Period:

- 2 Years from date of purchase for the ST1475 and ST1476 models
- 3 Years from date of purchase for all other Products

This Warranty Period does not apply to claims for cosmetic defects that do not affect the proper functioning of the Product. Claims for cosmetic defects must be made within 30 days of the date of purchase and the Product must not have been put into use.

This Warranty is publicly posted on the Scriptel website scriptel.com and may be modified at any time by Scriptel. In the case of modification during the Warranty Period, the Warranty terms in effect at the date of purchase of the Product from Scriptel shall apply.

WARRANTY

Scriptel Corporation warrants that the Products shall be free of defects in materials and workmanship from the date of original purchase (as defined by the invoice date for such purchase) for the period defined above under Warranty Period. Scriptel's Warranty will not apply to any Product with respect to which there has been (i) improper installation or testing, (ii) failure to provide a suitable operating environment, external causes, such as accident, abuse, misuse, problems with electrical power (iii) use of the Product for purposes other than that for which it was designed, (iv) failure to monitor or operate the Product in accordance with applicable Scriptel specifications and good industry practice, (v) modification or damage of the Product's embedded firmware or software drivers by software applications that are not



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provided by Scriptel, (vi) unauthorized attachment or removal or alteration of any part of the Product, (vii) unusual mechanical, physical or electrical stress, (viii) modifications, services or repairs done by anyone other than Scriptel or a Scriptel authorized service center, or (ix) any other abuse, misuse, neglect or accident.

DISCLAIMERS AND LIMITATIONS

Costs of Installation and Removal: In no event, shall Scriptel have any liability or obligation with respect to expenses, liabilities or losses associated with the installation or removal of any Product for inspection, testing or redesign occasioned by any defect or by repair or replacement of a Product (including to an equivalent or upgraded product).

Use in High-Risk Applications: Scriptel expressly disclaims any express or implied warranty of fitness for High-Risk Applications as described below. For any anticipated use of Products in hazardous environments or other applications requiring failsafe performance such as medical applications (including without limitation cardiac pacemakers, defibrillators, electrodes, leads, and programmers, and components therefore), aircraft navigation or communication systems, air traffic control, nuclear facilities or any other application in which the failure of the Products could lead directly to death, personal injury or severe physical or property damage (collectively, "High-Risk Applications"), it is acknowledged and agreed by the buyer of the Products that the Products are manufactured under normal industrial conditions, which may not satisfy the requirements applicable to High-Risk Applications. It is the sole responsibility of persons contemplating High-Risk Applications using the Products to comply with all applicable laws, regulations, codes and standards, including the U.S. Federal Food, Drug and Cosmetic Act and regulations of the Food and Drug Administration or other similar laws.

Total Liability limited to Purchase Price, Exclusion of Indirect or Consequential Claims: Notwithstanding any other provision herein or in any other communication, (i) Scriptel's liability and obligations with respect to any claim(s) resulting or arising from or relating to this Warranty, whether in contract, strict liability, tort or otherwise shall in no event exceed in the aggregate the total purchase price received by Scriptel for the Products, and (ii) Scriptel shall in no event be liable to any person or entity, whether in contract, strict liability, tort (including negligence) or otherwise, for special, indirect, incidental, punitive or consequential damages of any kind



whatsoever, including but not limited to claims for property damage, personal injury, loss of use, interruption of business, lost profits, lost data, or claims of any third-parties.

EXCEPT FOR THE ABOVE WARRANTY, SCRIPTEL DISCLAIMS ALL OTHER WARRANTIES AND REPRESENTATIONS, EITHER EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE AND ANY IMPLIED WARRANTY ARISING OUT OF A COURSE OF DEALING OR OF PERFORMANCE, CUSTOM OR USAGE OF TRADE, EXCEPT OF TITLE, OR PATENT INFRINGEMENT, AND EXCEPT THOSE WARRANTIES IMPLIED BY AND INCAPABLE OF EXCLUSION, RESTRICTION, OR MODIFICATION UNDER APPLICABLE LAW. THE TERM OF ANY IMPLIED WARRANTIES THAT CANNOT BE DISCLAIMED ARE LIMITED TO THE EXPRESSED WARRANTY PERIOD FOR THE PRODUCT.

REMEDIES UNDER WARRANTY

The person or entity ("Warranty Claimer") wishing to make a Warranty claim shall notify Scriptel in writing promptly (and in no case later than thirty (30) days) after discovery of the failure of any Product to conform to the Warranty set forth above, shall describe in commercially reasonable detail in such notice the symptoms associated with such failure, and shall provide to Scriptel the opportunity to inspect such Products as installed, if requested by Scriptel. The notice must be received by Scriptel during the Warranty Period for such Product. Unless otherwise directed in writing by Scriptel, within thirty (30) days after receipt of such notice, the allegedly defective Product will be packaged in its original shipping carton(s) or a functional equivalent and shipped to the point of purchase (or to Scriptel if so directed and provided that Scriptel has previously provided a Returned Materials Authorization ("RMA") number for such return) at the expense and risk of the Warranty Claimer.

Within a reasonable time after receipt of the allegedly defective Product and verification by Scriptel that the Product fails to meet the Warranty, Scriptel shall correct such failure by, at Scriptel's sole option, either (i) modifying or repairing the Product or (ii) replacing the Product with a substantially similar product which may be new, refurbished or remanufactured at Scriptel's option. Such modification, repair or replacement shall be at Scriptel's expense. The modified, repaired or replacement Product will still be covered by this same Warranty as if it had





been purchased at the same time and from the same point of purchase as the original, allegedly defective Product.

In the case that Scriptel finds the allegedly defective Product to be “not defective” or performing at the levels specified in Scriptel’s technical specifications, then the Product will be returned to the Warranty Claimer “as is”.

Return shipment of the original, modified, repaired or replacement Product to the Warranty Claimer shall be at the expense and risk of the Warranty Claimer.

THESE REMEDIES SHALL BE THE EXCLUSIVE REMEDIES FOR BREACH OF WARRANTY. EXCEPT FOR THE EXPRESS WARRANTY SET FORTH ABOVE, SCRIPTEL (INCLUDING ITS AFFILIATES, CONTRACTORS, AND AGENTS AND THEIR RESPECTIVE EMPLOYEES, DIRECTORS AND OFFICERS) GRANTS NO OTHER WARRANTIES, EXPRESS OR IMPLIED, BY STATUTE OR OTHERWISE, (I) REGARDING THE PRODUCTS OR THEIR FITNESS FOR ANY PURPOSE, THEIR QUALITY, OR THEIR MERCHANTABILITY; OR (II) REGARDING THE RESULTS TO BE OBTAINED FROM THE PRODUCTS OR THE RESULTS OF ANY RECOMMENDATION BY SCRIPTEL OR OTHERWISE. NO EMPLOYEE OF SCRIPTEL OR ANY OTHER PARTY IS AUTHORIZED TO MAKE ANY WARRANTY FOR THE GOODS OTHER THAN THE WARRANTY SET FORTH HEREIN. IN NO EVENT, SHALL SCRIPTEL BE LIABLE FOR THE COST OF PROCUREMENT OR INSTALLATION OF SUBSTITUTE GOODS.

Notwithstanding any other provision herein, Scriptel shall not be obligated to perform any of the Warranty obligations set forth above if the Warranty Claimer is in default of any payment obligations to Scriptel under any order.



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