

These Limited Warranty Terms (the "Terms") apply to the direct purchase by Customer of any and all tangible goods offered by Building Robotics, Inc. (hereinafter referred to as "Enlighted") identified on any Order (the "Product(s)").

LIMITED WARRANTIES:

PRODUCT/EQUIPMENT LIMITED WARRANTY: Enlighted warrants to Customer that the Product(s), except for: (a) any Software, as defined herein, and (b) any assembled products that are not Enlighted-branded, the ("Equipment"), sold by Enlighted or an Enlighted authorized reseller to Customer, are, at the time of delivery to Customer: (1) free of material defects in workmanship or material, and (2) for a period of Five (5) years for from the date of delivery of such Equipment - **except Enlighted Tags and Badges sold for Location Intelligence which shall be warranted for a period of Two (2) years from date delivery** - (the "Equipment Warranty Period"), will conform to Enlighted's applicable specifications for such Equipment when stored, installed, operated, and maintained in accordance with any accompanying documentation and recommendations of Enlighted and when used under proper and normal use (the "Equipment Limited Warranty"). If any Equipment does not materially conform to the Equipment Limited Warranty during the Equipment Warranty Period ("Nonconforming Equipment"), Enlighted's **SOLE AND EXCLUSIVE RESPONSIBILITY AND LIABILITY AND CUSTOMER'S EXCLUSIVE REMEDY** will be for Enlighted (at Enlighted's option and subject to the Warranty Exclusions below), within a reasonable time, repair or replace the Nonconforming Equipment, provided that Customer (a) provides written notice of a covered, reproducible defect identifying the applicable Equipment during the Equipment Warranty Period promptly upon discovery thereof; (b) returns all applicable Rejected Product(s) with Nonconforming Equipment to Enlighted pursuant to Enlighted's RMA process described in the INSPECTION, NOTICE OF DAMAGE section below; and (c) has paid in full all amounts it owes Enlighted. Any Product(s) that are not eligible for return, or any Product(s) returned to Enlighted contrary to this Section or the terms of the INSPECTION, NOTICE OF DAMAGE section below, will not be accepted by Enlighted and will be returned to Customer by Enlighted, freight collect. Enlighted may provide Software updates, such as bug fixes on an if-and-when available basis in accordance with Enlighted's standard practices. Firmware updates (i.e. updates to on-premise components (sensors, gateways, energy managers etc.) require a separate service contract with Enlighted.

WARRANTY EXCLUSIONS: The Equipment Limited Warranty does not apply with respect to: (a) any Equipment not in its original condition (reasonable wear and tear excepted); (b) any nonconformance or defect of any Equipment caused by any modifications or alterations made to, or maintenance performed on, any Equipment by Customer or any third party; (c) any nonconformance or defect of any Equipment caused by third party software, hardware, equipment, or products used with, installed on, or accompanying the Equipment (d) any Equipment that Enlighted reasonably determines has, by Customer or otherwise, been subjected to operating or environmental conditions in excess of limits established by the application specifications or documentation, or otherwise has been subjected to accident, mishandling or abuse, damage, misuse (including but not limited to use contrary to or not otherwise prescribed by the written specifications, or negligence), neglect or alteration, or improper or unauthorized installation, maintenance or repair, overloading, power failures, power surges, air conditioning failure, humidity, or fire, explosion, earthquake, or other force majeure events. The Equipment Limited Warranty does not include or cover the cost of onsite services, labor, installation, commissioning, removal, re- installation or re-commissioning and any other work except as expressly specified in the Limited Warranty Terms herein.

NON ENLIGHTED-BRANDED ASSEMBLED PRODUCTS: If Customer believes that (i) a Product(s) that is not Enlighted-branded that Customer has purchased pursuant to an Order (a "Third Party Product(s)") fails to conform to the applicable specifications or has material defects in workmanship or material or (ii) any software or firmware embedded on a Third Party Product(s) fails to conform to the applicable specifications, then Customer may notify Enlighted in writing of the nature of the non- conformance or defect. If Enlighted believes that such Third Party Product(s) or software or firmware embedded thereon may be covered by a warranty offered by the manufacturer thereof, Enlighted will provide to Customer information about the warranty and any steps Customer must take to receive the benefits of such warranty.

WARRANTY DISCLAIMER: CUSTOMER'S SOLE AND EXCLUSIVE REMEDIES AND ENLIGHTED'S SOLE OBLIGATION FOR ANY WARRANTY CLAIM ARE STATED ABOVE. EXCEPT AS EXPRESSLY SET FORTH IN THIS AND EXCEPT AS OTHERWISE PROVIDE IN THESE TERMS, PRODUCTS, EQUIPMENT, AND SOFTWARE ARE PROVIDED ON AN "AS-IS" BASIS WITHOUT ANY WARRANTIES BY ENLIGHTED OR ITS LICENSORS, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT OR THAT THE PRODUCTS, EQUIPMENT, OR SOFTWARE WILL OPERATE UNINTERRUPTED OR ERROR-FREE OR ANY WARRANTY THAT MIGHT OTHERWISE ARISE FROM

RETURNS:**A COURSE OF DEALING OR USAGE OF TRADE.**

Excluding Rejected Products which must be returned in accordance with the INSPECTION, NOTICE OF DAMAGE section above, Customer may return Product(s) within sixty (60) days of the original shipment date of such Product(s) pursuant to Enlighted's product return procedures then in effect, as long as such Product(s) are new, unopened, and in the original shipping package and subject to Enlighted's prior written consent. Product(s) must be returned, transport prepaid, to the place designated by Enlighted in writing (no C.O.D. or Collect Freight accepted) in original boxes and packing material, unless otherwise agreed to in writing by Enlighted. Shipping of the returned Product(s) travel at the risk and responsibility of Customer and all risk of loss shall remain with Customer until the Product(s) are received to such place as designated by Enlighted in writing. For approved returns, Customer will receive a credit equal to the lesser of the Product(s) invoice price or current replacement value, less any applicable charges or fees. Such credit may be used to purchase Product(s) from Enlighted. All such credits are: (a) not redeemable for and have no cash value and (b) will expire within one (1) year of the date of issuance. Any Product(s) that are not eligible for return hereunder, or are returned to Enlighted contrary to these terms, will not be accepted by Enlighted and will be returned to Customer by Enlighted, freight collected. Enlighted shall have the right to reject any returns. Returns approved by Enlighted and occurring more than sixty (60) days after the date of delivery will be accepted at the discretion of Enlighted and will be subject to a restocking fee of 20% of the invoiced price. No returns will be accepted beyond one hundred (120) days from the date of delivery.

INSTALLATION SERVICE:

PERFORMANCE OF INSTALLATION SERVICES: In accordance with this section, Enlighted will use commercially reasonable efforts to provide installation services to Customer for Product(s) as and to the extent set forth in the applicable Order (the "Installation Services"). Notwithstanding the proceeding sentence, if the parties have entered into a separate written agreement with respect to any such Installation Services, the terms and conditions of such agreement will govern such Installation Services. Enlighted will perform any Installation Services solely for Product(s) at the locations or premises of Customer set forth in the applicable Order, provided that Customer (i) directly pays all costs and expenses incurred by Enlighted in obtaining any third party products that may be required for Enlighted to perform the Installation Services and (ii) provides access to Customer premises, systems and equipment as necessary (as reasonably determined by Enlighted) for Enlighted to perform the Installation Services. Customer agrees to indemnify, defend and hold harmless Enlighted from any and all claims and liabilities, regardless of by whom such claim or liabilities may be asserted, for personal injury (including death) or loss or damage to property, or otherwise that may result directly or indirectly from the purchase, use, possession or ownership of the Product(s) or related to any services including installation or troubleshooting performed by Enlighted.

ASSESSMENT, INSTALLATION SERVICES FEES AND INVOICING: If requested by Customer in writing prior to submitting an Order for Product(s), Enlighted may conduct an on-site assessment of a location where Customer desires to receive Installation Services. Enlighted will generate a quotation that includes an estimate of the fees payable by Customer for such Installation Services following Enlighted's on-site assessment of the applicable premises. If the Customer does not elect to have Enlighted, or if Enlighted declines to, conduct an on-site assessment of the applicable premises, then Customer will provide Enlighted all necessary specifications and other details relating to the premises to enable Enlighted to generate a quotation that includes an estimate of the fees for the Installation Services. Prior to the expiration of Enlighted's quotation, Customer will issue a purchase order to Enlighted based on such quotation, and Enlighted may accept the purchase order, in accordance with the ACCEPTANCE OF ORDERS and BASIC ORDER TERMS above. If the actual total fees for the Installation Services exceed, or Enlighted



reasonably expects the actual total fees for the Installation Services to exceed, the estimate provided by Enlighted in the applicable Order, Enlighted will notify Customer and the parties will promptly engage in good faith discussions and mutually agree upon a fee that will be due and payable by Customer for the Installation Services in accordance with PAYMENT TERMS section above. Enlighted will invoice the Customer the applicable fees for the Installation Services upon completion of the Installation Services.

INSTALLATION SERVICE LIMITED WARRANTY: If during the thirty (30) days following completion of the Installation Services the installed Product(s) fail to operate substantially in compliance with the applicable specifications provided by Enlighted due to improper installation by Enlighted, then Enlighted's sole and exclusive liability and Customer's sole and exclusive remedy will be for Enlighted to send an authorized representative to the applicable premises of Customer to re-perform the Installation Services as necessary to correct the issue, provided that Customer promptly notifies Enlighted in writing of such improper installation and Enlighted determines that such claim is valid ("Limited Installation Service Warranty"). The Limited Installation Service Warranty does not apply to, and Enlighted shall not be liable for, any such issues caused by modifications to the Product(s), or services performed, by Customer or any third party without Enlighted's express written consent.

SUSPENSION/TERMINATION:

TERMINATION: Enlighted may suspend work if an undisputed invoice is more than thirty (30) days past due. Enlighted may terminate this Agreement if an undisputed invoice is more than sixty (60) days past due. Unless prohibited by law, Enlighted may also terminate this Agreement immediately in the event of a material adverse change in Buyer's financial condition including, but not limited to, bankruptcy, insolvency, liquidation or similar financial condition. Enlighted may also immediately terminate these Terms or cancel an Order if Customer (i) materially breaches these Terms and does not cure such breach within thirty (30) days from receipt of written notice of such breach from Enlighted or (ii) becomes insolvent or if voluntary or involuntary proceedings are commenced as to Customer under any bankruptcy or insolvency law, or upon default or breach by Buyer in its performance, payment or observance of any provision, obligation, liability, covenant, agreement or duty in or arising under the Order or pursuant to applicable law.

LIMITATION OF LIABILITY:

ENLIGHTED'S AGGREGATE LIABILITY ARISING OUT OF THESE TERMS AND/OR SALE OF THE PRODUCTS (INCLUDING ANY WARRANTY EXTENDED IN CONNECTION THEREWITH) SHALL BE LIMITED TO THE AMOUNT EQUAL TO THE AMOUNTS PAID BY CUSTOMER FOR THE APPLICABLE PRODUCT(S). IN NO EVENT SHALL ENLIGHTED BE LIABLE FOR COSTS OF PROCUREMENT OF SUBSTITUTE GOODS BY ANYONE. IN NO EVENT SHALL ENLIGHTED BE LIABLE TO CUSTOMER OR ANY OTHER ENTITY FOR ANY SPECIAL, CONSEQUENTIAL, INCIDENTAL, EXEMPLARY, PUNITIVE OR INDIRECT DAMAGES (AND, DAMAGE TO OR LOSS OF USE OF ANY PRODUCT, LOST SALES OR PROFITS, OR DAMAGES OR LOSSES DUE TO A DELAY OR FAILURE TO PERFORM ANY WARRANTY OBLIGATION UNDER THESE TERMS OR ARISING OUT OF OR IN CONNECTION WITH THE SALE, INSTALLATION, USE OF, INABILITY TO USE, OR THE REPAIR OR REPLACEMENT OF ANY PRODUCT(S)), HOWEVER CAUSED, ON ANY THEORY OF LIABILITY (INCLUDING, WITHOUT LIMITATION, NEGLIGENCE, BREACH OF CONTRACT OR OTHERWISE) AND WHETHER OR NOT ENLIGHTED HAS BEEN NOTIFIED OF THE POSSIBILITY OF SUCH DAMAGE. THESE LIMITATIONS SHALL APPLY NOTWITHSTANDING ANY FAILURE OF ESSENTIAL PURPOSE OF ANY LIMITED OR EXCLUSIVE REMEDY.

The limitations HEREIN shall also apply in favor of Enlighted's suppliers and resellers. It is expressly agreed by Customer that Product(s) are not designed for use in hazardous environments requiring fail-safe performance, including operation of nuclear facilities, aircraft navigation or communication systems, air traffic control, and life support or weapons systems, or any other system whose failure could lead to injury, death, environmental damage, or mass destruction.

These Warranty Terms will be interpreted in accordance with the law of the State of California.

