



LIMITED WARRANTY AGREEMENT

This Agreement applies to products purchased by you from Stallard Technologies, Inc. ("STI"), unless you enter into a separate written agreement with STI. THIS AGREEMENT APPLIES TO YOU UNLESS, WITHIN FIFTEEN (15) DAYS OF RECEIVING THIS AGREEMENT, (i) YOU NOTIFY STI IN WRITING THAT YOU DO NOT AGREE AND (ii) YOU RETURN YOUR PRODUCT UNDER STI'S REFUND POLICY. THIS AGREEMENT CONTAINS A DISPUTE RESOLUTION CLAUSE. PLEASE SEE SECTION 5 BELOW.

1. **Product Limited Warranty.** STI warrants that its products will be free from defects in materials and workmanship for thirty (30) days or for the period stated on your invoice, whichever is longer. The warranty period begins on the date you receive the product(s) from STI. During the warranty period, STI will, at its option: (i) provide replacement parts necessary to repair the product, (ii) repair the product, (iii) replace the product with a comparable or superior one, or (iv) refund the amount you paid for the product, LESS SHIPPING & HANDLING, upon its return. You must assist STI in diagnosing issues with your product and follow STI's warranty processes. You must obtain warranty service from STI. STI will not reimburse you for service performed by others. You may be required to ship your product to and from STI at your expense. Replacement parts and products will be serviceably used, comparable in function and performance to the original part, and warranted for the remainder of the original warranty period. If STI asks you to return defective parts or products, you must do so within seven (7) days after you receive the replacement parts or products. STI will charge you for replacement parts or products if you fail to do so.

THIS LIMITED WARRANTY DOES NOT COVER MISUSE OR MINOR IMPERFECTIONS THAT DO NOT MATERIALLY ALTER FUNCTIONALITY. PRODUCTS SOLD BY STI AS "USED" MAY NOT PERFORM AS WELL AS SIMILAR NEW PRODUCTS. STI DOES NOT WARRANT AND IS NOT RESPONSIBLE FOR DAMAGES CAUSED BY MISUSE, ABUSE, ACCIDENTS, VIRUSES, DATA LOSS, UNAUTHORIZED SERVICE OR PARTS, OR THE COMBINATION OF STI PRODUCTS WITH OTHER PRODUCTS. THIS LIMITED WARRANTY DOES NOT COVER SOFTWARE-RELATED ISSUES.

2. **Services and Service Limited Warranty.** For a period of thirty (30) days after services are performed by STI under this Agreement, STI warrants that such services were performed in a professional and workmanlike manner. You should back up all files before services are performed and remove any data from parts or products returned to STI. STI IS NOT RESPONSIBLE FOR ANY LOSS OF YOUR DATA.

3. **Warranty Process.** If the product you received from STI is defective during the warranty period, you must contact STI via phone (913-851-2260) and/or via email (support@stikc.com) before taking any further action. After confirming your problem, STI will determine the appropriate action to take. STI may require you to ship the defective product to STI in order to repair or replace it. In the event STI does require you to return the defective product, STI will provide you with a Returned Merchandise Authorization ("RMA") number. You must include this number with the defective product when you return it. FAILURE TO OBTAIN AN RMA NUMBER PRIOR TO SHIPPING YOUR DEFECTIVE PRODUCT TO STI RELIEVES STI OF ALL FURTHER OBLIGATIONS UNDER THIS WARRANTY AGREEMENT. Returned products must be shipped, at your expense, to: Stallard Technologies, Inc., 16041 Marty Circle, Overland Park, Kansas, 66085, or to whatever other address STI provides you.

4. **Disclaimer of Warranties; Limitation of Liability.** EXCEPT FOR THE WARRANTIES EXPRESSED IN THIS AGREEMENT, STI DISCLAIMS ALL OTHER WARRANTIES, EITHER EXPRESS OR IMPLIED, INCLUDING IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, OTHER THAN 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 TERM OF THIS AGREEMENT. STI'S AND YOUR MAXIMUM LIABILITY TO THE OTHER IS LIMITED TO THE PURCHASE PRICE YOU PAID FOR PRODUCTS OR SERVICES, PLUS INTEREST AS ALLOWED BY LAW. NEITHER YOU NOR STI IS LIABLE TO THE OTHER IF YOU OR IT ARE UNABLE TO PERFORM DUE TO EVENTS YOU OR STI ARE NOT ABLE TO CONTROL, SUCH AS ACTS OF GOD, OR FOR PROPERTY DAMAGE, PERSONAL INJURY, LOSS OF USE, INTERRUPTION OF BUSINESS, LOST PROFITS, LOST DATA, OR OTHER CONSEQUENTIAL,

PUNITIVE, OR SPECIAL DAMAGES, HOWEVER CAUSED, WHETHER FOR BREACH OF WARRANTY, CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY, OR OTHERWISE, OTHER THAN THOSE DAMAGES THAT ARE INCAPABLE OF LIMITATION, EXCLUSION, OR RESTRICTION UNDER APPLICABLE LAW. THIS AGREEMENT GIVES YOU SPECIFIC LEGAL RIGHTS, AND YOU MAY ALSO HAVE OTHER RIGHTS THAT VARY FROM JURISDICTION TO JURISDICTION. SOME JURISDICTIONS DO NOT ALLOW LIMITATIONS ON HOW LONG AN IMPLIED WARRANTY LASTS OR THE EXCLUSION OR LIMITATION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE LIMITATIONS OR EXCLUSIONS MAY NOT APPLY TO YOU.

5. Dispute Resolution. You and STI agree that any Dispute between You and STI will be resolved exclusively and finally by arbitration administered by the National Arbitration Forum (NAF) and conducted under its rules, except as otherwise provided below. You and STI will agree on another arbitration forum if NAF ceases operations. The arbitration will be conducted before a single arbitrator, and will be limited solely to the Dispute between You and STI. The arbitration, or any portion of it, will not be consolidated with any other arbitration and will not be conducted on a class-wide or class action basis. The arbitration shall be held at any reasonable location near your residence by submission of documents, by telephone, online, or in person, whichever method of presentation You choose. If You prevail in the arbitration of any Dispute with STI, STI will reimburse You for any fees you paid to NAF in connection with the arbitration. Any decision rendered in such arbitration proceedings will be final and binding on the parties, and judgment may be entered thereon in any court of competent jurisdiction. Should either party bring a Dispute in a forum other than NAF, the arbitrator may award the other party its reasonable costs and expenses, including attorneys' fees, incurred in staying or dismissing such other proceedings or in otherwise enforcing compliance with this dispute resolution provision. You understand that, in the absence of this provision, You would have had a right to litigate disputes through a court, including the right to litigate claims on a class-wide or class-action basis, and that You have expressly and knowingly waived those rights and agreed to resolve any Disputes through binding arbitration in accordance with the provisions of this paragraph. This arbitration provision shall be governed by the Federal Arbitration Act, 9 U.S.C. Section 1, et seq. For the purposes of this provision, the term "Dispute" means any dispute, controversy, or claim arising out of or relating to (i) this Agreement, its interpretation, or the breach, termination, applicability, or validity thereof, (ii) the related order for, purchase, delivery, receipt, or use of any product or service from STI, or (iii) any other dispute arising out of or relating to the relationship between You and STI; the term "STI" means Stallard Technologies, Inc., its parents, subsidiaries, affiliates, directors, officers, employees, beneficiaries, agents, assigns, and/or component suppliers (both hardware and software); and the term "You" means you, or those in privity with you, such as family members or beneficiaries. Information may be obtained from the NAF on line at www.arb-forum.com, by calling 800-474-2371, or writing to P.O. Box 50191, Minneapolis, MN, 55405.

6. General. You may not assign this Agreement without STI's written consent. STI and its subsidiaries and affiliates are intended beneficiaries of this Agreement. If there is any inconsistency between this Agreement and any other agreement included with or relating to products or services purchased from STI, this Agreement shall govern. This Agreement may not be modified, altered, or amended without the written agreement of STI. Any additional or altered terms shall be null and void, unless expressly agreed to in writing by STI. If any term of this Agreement is illegal or unenforceable, the legality and enforceability of the remaining provisions shall not be affected or impaired. This Agreement shall be interpreted under the laws of the State of Kansas, without giving effect to conflicts of law rules.

For Residents of Canada: This Agreement is subject to the applicable provisions of Canadian consumer protection laws from which private agreements cannot derogate. You confirm your request that this Agreement and all documents related directly or indirectly thereto be drafted in the English language. Vous reconnaissez avoir requis que la présente convention ainsi que tous les documents qui s'y rattachent directement ou indirectement soient rédigés en langue anglaise.