

ControlScope Limited Warranty

Applies to Daintree branded products purchased from Current between June 1, 2016 and the date on which this Limited Warranty document is later superseded.

Scope:

This limited warranty (“**Warranty**”) covers the following components (“**Components**”) provided by Daintree Networks Inc. (“**Daintree**”) or through Current, powered by GE (“**Current**”), as part of its ControlScope wireless control solution (“**ControlScope**”):

- A. Daintree’s ControlScope Manager wireless control software, which may be provided as an on-premise installation or as software as a service (SaaS”) (collectively referred to as “Daintree Software”);
- B. Provided computer hardware to run the Daintree Software (“System Controllers”);
- C. Wireless Area Controllers sold under the Daintree brand (“WACs”);
- D. Wireless adapters and fixture adapters sold under the Daintree brand (collectively, “Wireless Adapters”);
- E. Wireless sensors and dimmers sold under the Daintree brand (collectively, “Wireless Devices”); and
- F. Wireless thermostats sold under the Daintree brand (“Wireless Thermostats”).

Use of ControlScope, or any part thereof, constitutes acceptance of all terms and conditions of this Warranty. The term “Customer” means the original customer which Current invoiced for the ControlScope components that are the subject of this Warranty. This limited warranty extends only to Customer, but Current will honor, under the terms of this Limited Warranty, valid warranty claims by Customer arising from a failure to meet the above warranty when the Product has been resold or relicensed (in the case of Daintree Software) by an authorized Current distributor in new condition and used only by the original end user.

Limited Warranty:

Unless otherwise specified herein, warranty coverage begins on the date of shipment from Current or Current’s authorized distributor, as the case may be, and ends the period of time after the date of shipment as set forth in the table below (the “**Warranty Period**”). In the case of Daintree Software delivered as a SaaS offering, the Warranty Period begins on the date of activation of the SaaS offering and ends upon expiration or termination of the applicable subscription term of the SaaS. In the event that a defective part is replaced, the Warranty Period is not extended; instead the Warranty Period continues from original date of shipment, not the date of shipment of the replacement part. Subject to the exclusions and restrictions described in this Warranty, Current warrants that the components of ControlScope will be free from defects in materials and workmanship during the applicable Warranty Period below. If any defect exists in a Component and a claim submitted during the applicable Warranty Period identified below, Current will, at its option, either: (a) repair or replace the defective part(s); (b) provide a correction or technical support resolution; (c) in the case of Daintree Software offered as SaaS, provide a credit against all pre-paid license fees, if any, for the unused portion of the subscription term of the SaaS on a pro rata basis and terminate the license with respect to the SaaS affected; or (d) issue a credit against the purchase price of comparable replacement part(s) or software purchased from Current; Any replacement Product or part will be comparable in function, but may not be identical to the original. THIS IS CURRENT’S SOLE AND EXCLUSIVE OBLIGATION, AND CUSTOMER’S SOLE AND EXCLUSIVE REMEDY, FOR BREACH OF ANY WARRANTY SET FORTH HEREIN.



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Component	Warranty Period	Coverage Details
Daintree Software	1 year (on-premise installed Software) Subscription term (SaaS)	Current warrants that as long as all applicable fees due are paid, Daintree Software will substantially conform to the applicable published documentation and published specifications for the Warranty Period.
System Controller	3 years	100% parts coverage. Warranty for non-Daintree software (such as operating system software) is provided by the respective software Current makes no warranty with respect to non-Daintree software.
WACs	5 years	100% parts coverage
Wireless Adapters	5 years	100% parts coverage
Wireless Devices	5 years	100% parts coverage, excluding batteries
Wireless Thermostats	2 years	100% parts coverage

How to Make a Warranty Claim:

Current must issue a Return Material Authorization (RMA#) for all requests for warranty review within the warranty period described above. Claims submitted after the Warranty Period will not be accepted. To make a warranty claim, retain the failed Products and notify your Current sales or customer service representative in writing within thirty (30) days of the failure. Most ControlScope problems can be corrected over the phone through close cooperation between Customer and a Daintree support technician. To enable Current to address a warranty claim, have the 'Dell Tag' (located on the System Controller), ControlScope version, and the details of any WACs, Wireless Adapters, Wireless Devices or Wireless Thermostats used in ControlScope available when contacting support. After contacting Current and receiving an RMA number, customer shall promptly return the Product after receiving instructions regarding if, when, and where to ship the Product. The Product must be returned within 10 days of receiving RMA number, and the shipping box must be clearly marked with RMA number. Failure to follow this procedure shall void this Limited Warranty.

Current reserves the right to examine all failed Product to determine the cause of failure and patterns of usage and shall be the sole judge as to whether any Product is defective and covered under this Limited Warranty.

Remote Access:

An appropriate communications link to the System Controller must be installed to allow Current to remotely administer, troubleshoot, and support ControlScope.

Contact Current for supported communication link protocols. Current expressly disclaims all liability due to local area network (LAN) and wide area network (WAN) problems, firewalls, or other security features which prevent Current's ability to remotely access ControlScope, or the System Controller's ability to communicate with the WACs. Current disclaims all responsibility for ensuring the security of the System Controller and communication link from unauthorized access.

Exclusions and Restrictions:

This Warranty does not cover:

- A. Damage, malfunction or inoperability diagnosed by Current as caused by normal wear and tear, abuse, misuse, incorrect installation, neglect, accident, interference or environmental factors, such as, but not limited to, (i) use of incorrect line voltage, fuses, or circuit breakers; excessive line noise in the power supply, power surges that exceed product specification; improper power supply; (ii) failure to install, maintain and operate ControlScope pursuant to the operating instructions provided by Current and the applicable provisions of the National Electrical Code and of the Safety Standards of Underwriters Laboratories and Standards for the American National Standards Institute (ANSI), in Canada, the Canadian Standards Association (CSA), Europe (CE), Australia (C-Tick); (iii) use of incompatible devices or accessories; (iv) improper or insufficient



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ventilation; (v) unauthorized repairs or adjustments; (vi) vandalism; (vii) water damage; (viii) an act of god, such as fire, lightning, flooding, tornado, earthquake, hurricane or other problems beyond Current's control; (ix) a virus or computer hacker; or (x) failure to maintain equipment in specified temperature range; (xi) 3rd party cellular/Wi-Fi communications services responsible for retrieving and/or delivering Current system data be disrupted or discontinued or (xii) any of the API data retrieval services be interrupted or discontinued for any reason or (xiii) any of the provided application services be interrupted or discontinued for any reason or (iv) any occlusions to the sensors that prevent the unit from proper function; (v) any issues caused by cloud hosting service Current (e.g. Amazon Web Services (AWS)); (vi) customer failing to keep passwords confidential.

- B. On-site labor costs to diagnose issues with, and to remove, repair, replace, adjust, reinstall and/or reprogram ControlScope or any of its Components.
- C. Components and equipment external to ControlScope, such as, lamps, ballasts/drivers, sockets and fixtures; fixture wiring between ballasts/drivers and lamps/LEDs; relays and contactors; cabling between the WACs and the System Controller; audio-visual equipment; and non-Daintree hardware.
- D. The cost of repairing or replacing other property that is damaged when ControlScope does not work properly, even if the damage was caused by ControlScope.
- E. Modifications or upgrades to the Daintree Software necessitated by the upgrade or modification of the operating system software on the System Controller, or any other computer, being utilized to operate the Daintree Software.

- F. Repairs required due to malfunctions caused by non-Daintree software or cloud service Current or internet service Current.
- G. Any loss of software, including Daintree Software, or data. Customer has sole responsibility to properly back up all data on the System Controller and on any other storage device in ControlScope.
- H. Damage, malfunction or interoperability to the System Controller diagnosed by Current as caused by (i) any item included in (a) above; (ii) failure to provide a reliable powersupply (including generator or battery back-up); (iii) improper shut down caused by power loss; or (iv) installation of any unauthorized software.
- I. Freight damage (in the event of freight damage replacement materials must be ordered and paid for, and a claim filed by the Customer with the carrier for the amount of the replacement materials).
- J. Non-Current hardware sold under a non-Current brand, even if purchased from Current or a Current authorized distributor (Warranty for non-Current hardware is provided by the respective hardware manufacturer).
- K. Uninterrupted or error-free operation of Daintree Software.
- L. Operate of Daintree Software on non-standard hardware platforms or in combination with any other software.
- M. Failure of Daintree Software to meet requirements specified by the Customer.
- N. Non-conformity of the Daintree Software to the published documentation or published specifications where such non-conformity is caused by services or acts (including commissioning services) made by persons other than Current.



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Warranty Limitations:

EXCEPT FOR THE WARRANTIES SET FORTH HEREIN, THE COMPONENTS ARE PROVIDED ON AN AS-IS BASIS. CURRENT DOES NOT MAKE, AND HEREBY DISCLAIMS, ANY AND ALL OTHER EXPRESS, STATUTORY AND IMPLIED WARRANTIES, INCLUDING, BUT NOT LIMITED TO, WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NONINFRINGEMENT AND TITLE, AND ANY WARRANTIES ARISING FROM A COURSE OF DEALING, USAGE, OR TRADE PRACTICE. NO AGENT OF CURRENT, INCLUDING ANY RESELLER OF CURRENT, IS AUTHORIZED TO ALTER OR EXPAND THE WARRANTIES OF CURRENT AS SET FORTH HEREIN TO BE BINDING ON CURRENT. EXCEPT FOR THE WARRANTIES SET FORTH HEREIN, CURRENT DOES NOT WARRANT THAT:

(A) THE USE OF DAINTREE SOFTWARE WILL BE SECURE, TIMELY, UNINTERRUPTED OR ERROR-FREE OR OPERATE IN COMBINATION WITH ANY OTHER HARDWARE, SOFTWARE, SYSTEM OR DATA;

(B) DAINTREE SOFTWARE WILL MEET CUSTOMER'S REQUIREMENTS OR EXPECTATIONS; (C) ANY STORED OR TRANSMITTED DATA WILL BE ACCURATE OR RELIABLE OR SECURE; (D) THE QUALITY OF ANY INFORMATION OR OTHER MATERIAL OBTAINED BY CUSTOMER THROUGH THE COMPONENTS, DAINTREE SOFTWARE OR OTHER SERVICES WILL MEET CUSTOMER'S REQUIREMENTS OR EXPECTATIONS; (E) DAINTREE SOFTWARE WILL BE ERROR-FREE OR THAT ERRORS OR DEFECTS IN DAINTREE SOFTWARE WILL BE CORRECTED; OR (F) DAINTREE SOFTWARE OR THE SERVER(S) THAT MAKE DAINTREE SOFTWARE AVAILABLE ARE FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS. THE DAINTREE SOFTWARE MAY BE SUBJECT TO LIMITATIONS, DELAYS, AND OTHER PROBLEMS INHERENT IN THE USE OF THE INTERNET AND ELECTRONIC COMMUNICATIONS. CURRENT IS NOT RESPONSIBLE FOR ANY DELAYS, DELIVERY FAILURES, OR OTHER DAMAGES RESULTING FROM SUCH PROBLEMS.

IN NO EVENT WILL CURRENT OR CURRENT'S AFFILIATES BE LIABLE FOR EXEMPLARY, CONSEQUENTIAL, INCIDENTAL OR SPECIAL DAMAGES (INCLUDING, BUT NOT LIMITED TO, DAMAGES FOR LOSS OF PROFITS, CONFIDENTIAL OR OTHER INFORMATION, OR PRIVACY; BUSINESS INTERRUPTION; PERSONAL INJURY; FAILURE TO MEET ANY DUTY, INCLUDING OF GOOD FAITH OR OF REASONABLE CARE; NEGLIGENCE, OR ANY OTHER PECUNIARY OR OTHER LOSS WHATSOEVER), NOR FOR ANY REPAIR WORK UNDERTAKEN WITHOUT CURRENT'S PRIOR WRITTEN CONSENT ARISING OUT OF OR IN ANY WAY RELATED TO THE INSTALLATION, DE-INSTALLATION, USE OF OR INABILITY TO USE COMPONENTS OR OTHERWISE UNDER OR IN CONNECTION WITH ANY PROVISION OF THIS WARRANTY, OR ANY AGREEMENT INCORPORATING THIS WARRANTY, EVEN IN THE EVENT OF THE FAULT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY, BREACH OF CONTRACT OR BREACH OF WARRANTY OF CURRENT OR ANY CURRENT RESELLER OR SUPPLIER, AND EVEN IF CURRENT OR ANY WAS ADVISED OF THE POSSIBILITY OF SUCH DAMAGE.

NOTWITHSTANDING ANY DAMAGES THAT CUSTOMER MIGHT INCUR FOR ANY REASON WHATSOEVER (INCLUDING, WITHOUT LIMITATION, ALL DIRECT DAMAGES AND ALL DAMAGES LISTED ABOVE), THE ENTIRE LIABILITY OF CURRENT AND OF ALL OTHER PARTIES UNDER THIS WARRANTY ON ANY CLAIM FOR DAMAGES ARISING OUT OF OR IN CONNECTION WITH THE MANUFACTURE, SALE, INSTALLATION, DELIVERY, USE, REPAIR, OR REPLACEMENT OF ANY COMPONENT, OR ANY AGREEMENT INCORPORATING THIS WARRANTY, AND CUSTOMER'S SOLE REMEDY FOR THE FOREGOING, WILL BE LIMITED TO THE AMOUNT RECEIVED BY CURRENT FOR AFFECTED COMPONENT. THE FOREGOING LIMITATIONS, EXCLUSIONS AND DISCLAIMERS WILL APPLY TO THE MAXIMUM EXTENT ALLOWED BY APPLICABLE LAW, EVEN IF ANY REMEDY FAILS ITS ESSENTIAL PURPOSE.

