

Flowmon Limited Hardware Warranty

“Flowmon” means Flowmon Networks a.s., a company established and existing under the laws of the Czech Republic, having its registered office at Škrobárenská 5, 617 00, Czech Republic, ID No.: 27730450, registered in the Commercial Register maintained by the Regional Court in Brno, section B, insert 4906.

References herein to “service” mean the warranty service delivered hereunder.

This limited hardware warranty covers defects in materials and workmanship in Flowmon hardware products. This limited hardware warranty does not cover:

- Software. For software liability disclaimers refer to the End User License Agreement for Flowmon products indexed at: <https://www.progress.com/legal>
- Problems that result, directly or indirectly, from:
 - External causes such as accident, abuse, misuse or problems with electrical power.
 - Servicing not authorized by Flowmon.
 - Usage that is not in accordance with product instructions.
 - Failure to follow the product instructions or failure to perform preventive maintenance.
 - Using accessories, parts or components not supplied by Flowmon.
- Products with missing or altered service tags or serial numbers.
- Products for which Flowmon has not received payment.
- Normal wear and tear.

FLOWMON'S RESPONSIBILITY FOR DEFECTS IN MATERIALS OR WORKMANSHIP IS LIMITED TO REPAIR OR REPLACEMENT OF THE PRODUCT. EXCEPT FOR THE LIMITED WARRANTY EXPRESSLY STATED ABOVE FLOWMON PROVIDES NO WARRANTIES OR CONDITIONS, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO ANY WARRANTY OR CONDITION (1) OF MERCHANTABILITY, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, PERFORMANCE, SUITABILITY OR NONINFRINGEMENT; (2) RELATING TO ANY THIRD-PARTY PRODUCT OR SOFTWARE; OR (3) REGARDING THE RESULTS TO BE OBTAINED FROM THE PRODUCT OR SOFTWARE. FLOWMON EXPRESSLY DISCLAIMS ALL WARRANTIES AND CONDITIONS NOT STATED IN THIS LIMITED WARRANTY. THIS LIMITED HARDWARE WARRANTY MAY BE VOIDED BY FLOWMON, AT FLOWMON'S SOLE DISCRETION, IF THIRD PARTY PRODUCTS THAT WERE NOT PROVIDED BY FLOWMON ARE INSTALLED ON THE FLOWMON SYSTEM.

FLOWMON DOES NOT ACCEPT LIABILITY BEYOND THE REMEDIES PROVIDED FOR IN THIS LIMITED HARDWARE WARRANTY AND DOES NOT ACCEPT LIABILITY FOR CONSEQUENTIAL OR INCIDENTAL DAMAGES, FOR THIRD-PARTY CLAIMS AGAINST THE CUSTOMER FOR DAMAGES, FOR PRODUCTS NOT BEING AVAILABLE FOR USE, OR FOR LOST OR DAMAGED DATA OR SOFTWARE. FLOWMON DOES NOT WARRANT THAT THE OPERATION OF ANY FLOWMON PRODUCT WILL BE UNINTERRUPTED OR ERROR-FREE. FLOWMON'S LIABILITY WILL BE NO MORE THAN THE AMOUNT THE CUSTOMER PAID FOR THE SPECIFIC PRODUCT THAT IS THE SUBJECT OF A CLAIM. THIS IS THE MAXIMUM AMOUNT FOR WHICH FLOWMON IS RESPONSIBLE.

Further specifications of the limited hardware warranty:

- The period of warranty is either the period stated on the delivery note / warranty list and commences on the date of purchase of the product or defined by validity of support services purchased for corresponding products.
- The warranty covers either repair or replacement to guarantee the correct function of the product. The product submitted for warranty repair/replacement must be complete and should be sent in the original packaging. Unless the agreement states otherwise, all shipment costs of warranty service are paid by the customer. The warranty applies to product/material defects.
- The warranty does not apply to miscellaneous consumer goods (batteries, CDs, etc.), defects due to the improper use, storage or handling of the product, defects due to wrong product manipulation/usage, defects due to usage in an improper operational environment, defects due to natural disasters or vandalism, defects due to incorrect installation or configuration, defects due to unauthorized service, defects due to operation by an unauthorized person/organization.
- The warranty does not apply when unoriginal or unauthorized software is used. The warranty is voided if the manufacturer seal is damaged, if the customer or another unauthorized organization modifies or repairs the product.
- The warranty period is not extended if Flowmon repairs or replaces a warranted product or any parts.
- Flowmon may refuse to provide a service if, in its opinion, providing the service creates an unreasonable risk to Flowmon or its service providers. Flowmon may cancel the service if the customer is abusive, threatening, or refuses to cooperate with the assisting analyst or onsite technician. Such cancellation shall not entitle the customer to any refund of fees paid.
- Subject to applicable law, the customer agrees to release Flowmon and its affiliates and partners from any liability for any claims by the customer, other than claims for reckless acts or acts deliberately intended to cause harm to the customer or the site, by any person or entity engaged by Flowmon to deliver the services if such person or entity is unescorted by the customer. The customer will indemnify Flowmon and its affiliates and partners for claims by any third party related to the performance of the services, other than reckless acts or acts deliberately intended to cause harm to the customer or the site by any person or entity engaged by Flowmon, that are filed against Flowmon in connection with the services performed during a period of unescorted access to the customer's site.
- These services may require Flowmon to access hardware or software that is not manufactured by Flowmon. Some manufacturers' warranties may become void if Flowmon or anyone else other than the manufacturer works on the hardware or software. The customer will ensure that Flowmon's performance of services will not affect such warranties or, if it does, that the effect will be acceptable to the customer. Flowmon does not take responsibility for third-party warranties or for any effect that the services may have on those warranties.

Upon contacting Flowmon, the customer will be required to engage in a remote diagnosis session to help determine the cause of the issue. Remote diagnosis may require the customer to access a specific service product interface, and multiple extended sessions may take place. If Flowmon determines that the issue is the result

of a defect in materials or workmanship, but cannot be resolved remotely, Flowmon, at its sole discretion, may dispatch a replacement part, arrange for the customer to send product or defective part back to Flowmon's repair depot or replace the part of the product with a comparable part or product that may be new or refurbished. If the Flowmon limited hardware warranty for the product includes onsite warranty service, then Flowmon may also elect to dispatch a service technician to the customer's location to perform the repair or replacement. Both the performance of service and service response times depend upon the time of day the request is received by Flowmon, service alternatives the customer purchased, parts availability, geographical restrictions, weather conditions and the terms of this limited hardware warranty. The customer must grant the service technician full access to the system and (at no cost to Flowmon) have a working space, electricity and a local telephone line. If these requirements are lacking, Flowmon is not obligated to provide the service.

Data Backup and Removal of Confidential Data

The customer will complete a backup of all existing data, software and programs on all affected systems prior to and during the delivery of the service. The customer should make regular backup copies of the data stored on all affected systems as a precaution against possible failures, alterations, or loss of data. In addition, the customer is responsible for removing any confidential, proprietary, or personal information and any removable media such as SIM cards, CDs, or PC Cards regardless of whether an onsite technician is also providing assistance. Flowmon will not be responsible for the restoration or reinstallation of any programs or data. FLOWMON WILL HAVE NO LIABILITY FOR:

- ANY OF THE CUSTOMER'S CONFIDENTIAL, PROPRIETARY OR PERSONAL INFORMATION.
- LOST OR CORRUPTED DATA, PROGRAMS OR SOFTWARE.
- DAMAGED OR LOST REMOVABLE MEDIA.
- THE LOSS OF USE OF A SYSTEM OR NETWORK.
- AND/OR ANY ACTS OR OMISSIONS, INCLUDING NEGLIGENCE, BY FLOWMON OR A THIRD-PARTY SERVICE PROVIDER.