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Engage Communication, Inc.

Standard & Extended Hardware Warranty Terms

ACCEPTANCE OF TERMS

These Standard and Extended Hardware Warranty Terms (the "**Terms**") govern the warranty, extended support, and out-of-warranty repair of products manufactured by Engage Communication, Inc. ("**ENGAGE**"). By submitting a Purchase Order directly to ENGAGE, or by purchasing ENGAGE products strictly through an officially authorized reseller or distributor, provided the purchaser matches the end user and/or reseller on record in ENGAGE's registered serial number database, the purchaser ("**CUSTOMER**") implicitly accepts and agrees to be bound by these Terms. These Terms operate in conjunction with a Warranty Coverage Document, which details the specific type of coverage, products covered ("**COVERED PRODUCTS**"), and the period of coverage ("**TERM**").

1. STANDARD HARDWARE WARRANTY

1.1 Scope and Term

ENGAGE warrants to the original end-user (CUSTOMER) that all ENGAGE products shall be free of hardware defects in materials and workmanship under normal and proper use for a period of twenty-four (24) months from the date of shipment.

1.2 Remedies and Limitations of Liability

- **Exclusive Remedy:** ENGAGE will, at its sole discretion, repair or replace defective products within the warranty period with new or refurbished products. This constitutes the CUSTOMER's exclusive remedy and ENGAGE's total liability under this warranty.
- **Liability Cap:** In no event shall ENGAGE's total liability for any and all losses and damages arising out of any cause whatsoever (whether based in contract, negligence, strict liability, tort, or otherwise) exceed the repair or list price of the specific equipment or work giving rise to the claim.
- **Damages Exclusion:** In no event shall ENGAGE be liable for incidental, consequential, special, indirect, or punitive damages (including, but not limited to, loss of profits, data, or business continuity).

- **Time Limitations:** All claims for breach of warranty must be received by ENGAGE in writing within the applicable warranty period. The defective items must be returned to ENGAGE's facility, freight prepaid, no later than thirty (30) days after the claim is initiated. Failure to provide written notice within this window constitutes an absolute and unconditional waiver of the claim.
- **Warranty Exclusions:** This warranty is strictly void if, upon examination, ENGAGE determines the defect occurred as a result of accident, lightning strikes, floods, fire, or other Acts of God; static shock, Electrostatic Discharge (ESD), or power surges due to improper site preparation or operation; misuse, neglect, alteration, improper installation, or improper testing; or unauthorized repair or modification by anyone other than ENGAGE or its authorized agents.
- **Exclusion of Services:** ENGAGE's base Hardware Warranty does not include support for installation, staging, remote diagnostic access, adds, moves, changes, advance replacement, or application support and training.

DISCLAIMER: THIS WARRANTY IS EXCLUSIVE AND IN LIEU OF ALL OTHER WARRANTIES, EXPRESSED OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

2. EXTENDED WARRANTY AND LIFECYCLE LIMITS

2.1 Extended Warranty Purchase Limitations and Windows

- **During Active Lifecycle (Pre-EOS):** CUSTOMER may purchase or extend a warranty at the point of sale or at any time while the product line is actively manufactured and sold by ENGAGE, provided the hardware is currently functioning and covered under an active warranty TERM.
- **The 90-Day Lapsed Exclusion:** If a product's base warranty or previous extended warranty coverage has been expired for more than ninety (90) consecutive days, the CUSTOMER is barred from purchasing an extended warranty unless the hardware passes a mandatory, billable remote or physical inspection by an ENGAGE support engineer to verify it is free of pre-existing defects.

2.2 Lifecycle Milestones and Caps

To align with finite component availability and product manufacturing lifecycles, ENGAGE enforces strict lifecycle limits on all extended coverage options:

- **Maximum Lifespan Cap:** No Extended Hardware Warranty may extend coverage beyond five (5) years from the product's original date of shipment, unless explicitly authorized in writing via a custom Enterprise Service Level Agreement.
- **Last Date of Support (LDOS):** Once ENGAGE declares official End of Support (EOS/LDOS) or production ceases for a product line, ENGAGE reserves the right to decline any coverage renewal. No coverage can be renewed or extended beyond the published LDOS date.

2.3 Continuous Coverage and Reinstatement Penalties

- **Contiguity Requirement:** Extended warranty coverage for COVERED PRODUCTS must be

contiguous from the date of expiry of their original base warranty or previous coverage term.

- **No Assurance of Coverage Post-Lapse:** The option to extend or reinstate a hardware warranty is only guaranteed if executed while the product is under an active, current warranty TERM. If a product's coverage has lapsed, the availability of any future extended warranty is strictly not assured.
- **Discretionary Reinstatement & Verification:** ENGAGE reserves the absolute right to deny extended warranty coverage to any equipment currently operating outside of an active TERM. To be considered for a discretionary late-enrollment exception, the CUSTOMER must:

  (1) Pay the full cost of all missing/uncovered warranty years back-charged at current prospective rates to ensure coverage contiguity.

  (2) Pay an escalated late-reinstatement surcharge alongside a mandatory, billable physical or remote diagnostic health check by an ENGAGE support engineer.

  (3) Commit to a standard coverage term moving forward, as dictated by the duration of the approved reinstatement quotation.
- **Pre-Existing Failures Excluded:** Under no circumstances will an extended warranty be issued or reinstated for hardware that is already malfunctioning, damaged, or exhibiting defects at the time of the requested renewal. Such units must be serviced strictly under out-of-warranty repair terms.
- **Reinstatement Window:** Reinstatement of coverage is standardly available during the twelve (12) month period immediately following coverage expiration. If a device is left uncovered for more than twelve consecutive months, it becomes standardly ineligible for extended warranty options and must be serviced via out-of-warranty protocols, unless ENGAGE grants a discretionary exception under the terms outlined above.

3. OUT-OF-WARRANTY REPAIRS

3.1 Repair Terms and Pricing Model

For products whose base warranty and extended coverage have expired, or whose warranties were voided due to environmental or human damage, ENGAGE offers bench repair services subject to the following strict structure:

- **Minimum Diagnostic & Bench Fee:** $450.00 (applied to all units received).
- **Labor Rate:** Billed at $125.00 per hour based on a formal repair estimate provided to the CUSTOMER.
- **Repaired Unit Warranty:** Hardware components repaired or replaced under out-of-warranty terms are warranted for a period of one hundred and eighty (180) days from the date of return shipment.
- **Absolute Obsolescence & Component Availability Limitations:** Out-of-warranty repair services, diagnostics, and component access are strictly dependent upon parts availability and are never assured or guaranteed once a product's active warranty term has expired. ENGAGE shall make reasonable commercial efforts to support legacy hardware; however, regardless of parts availability, all out-of-warranty repair support, bench diagnostics, and component sourcing will completely cease upon the occurrence of whichever milestone comes first:

(1) The product has been out of an active extended warranty term for three (3) or more consecutive years.
(2) The product has reached a total lifespan of five (5) years from its original date of factory shipment.

3.2 Prerequisites for Out-of-Warranty RMAs

Prior to issuance of an out-of-warranty Return Material Authorization (RMA) number, the CUSTOMER must provide:

- A highly detailed problem description and verified product serial number.
- A valid credit card number or an approved corporate Purchase Order (PO) to secure evaluation and labor billing.

4. SUPPORT SERVICES AND HELPDESK

4.1 Helpdesk Access

- **Phone Support:** +1 831-688-1021, Option 3
- **Email Support:** support@engageinc.com
- **Live Support Hours:** Monday through Friday, 7:30am to 5:30pm Pacific Standard Time (PST), excluding standard Business Days. For off-hours, voicemail and email queues are monitored. Extended 24/7 or off-hours support packages can be purchased separately.

4.2 Required Verification Data

When initiating a support case, the CUSTOMER must provide the following to verify warranty coverage and effectively diagnose the issue:

- **Coverage Identifier:** The extended warranty term number (e.g., 123450101) as displayed on the coverage document given when the extended warranty was purchased.
- **Product Identifiers:** Serial Number of the hardware.
- **Diagnostic Data:** Description of the problem supplemented with relevant system Error Logs and Configuration Files.

5. RETURN MATERIAL AUTHORIZATION (RMA) AND SHIPPING

5.1 RMA Enforcement

All physical returns require a valid RMA number issued by an ENGAGE Support Engineer. ENGAGE reserves the absolute right to reject, refuse delivery of, or return to sender at customer expense, any shipment received without a prominently displayed, valid RMA number on the exterior shipping carton.

5.2 Shipping Allocation and Customs

The cost of shipping, packaging, and insuring products to ENGAGE's repair depot is borne entirely by the

CUSTOMER. Products must be securely packaged in static-sensitive materials. For all international shipments, the CUSTOMER must clearly mark shipping paperwork and customs declarations with: 'GOODS OF US ORIGIN
- RETURN FOR REPAIR'. Return shipment of repaired or replaced products to the CUSTOMER is generally at ENGAGE's expense using ENGAGE's preferred carrier; however, return shipping is paid entirely at ENGAGE's discretion. If ENGAGE evaluates the unit as "No Fault Found" or determines that the CUSTOMER misused the product, ENGAGE will not pay for the return shipping. ENGAGE's freight coverage strictly excludes any and all localized import duties, value-added taxes (VAT), brokerage fees, or clearance taxes, which remain the sole responsibility of the CUSTOMER.