



IONIT Networks Limited Warranty and Limitation of Liability

A. EXPRESS LIMITED WARRANTY

IONIT Networks LLC, ("IONIT") warrants to the "End User" (as defined below) of the IONIT Remote Monitoring Equipment that the IONIT Equipment, if purchased, leased, obtained, or acquired from an authorized IONIT Equipment and Remote Monitoring Dealer ("IONIT Dealer"), installed in accordance with the IONIT Equipment installation instructions and used for approved applications, to be free from defects in materials and workmanship for one (1) year from the date the IONIT Equipment was installed (the "Warranty Period"). During the Warranty Period, IONIT will repair or replace, at its option and expense, all or any part of any component of the IONIT Equipment found to be defective in material or workmanship. For terms and warranties relating to use of the IONIT Software, please refer to www.ionitnetworks.com/tos.html.

For purposes of this Express Limited Warranty, the "End User" is the home or business owner where the IONIT Equipment is installed, and for whom is receiving the benefits of IONIT remote monitoring services as delivered by an authorized IONIT Dealer. This Express Limited Warranty is non-transferable.

For warranty service, return **IONIT Equipment with proof of date of installation** to your IONIT Dealer.

Typical applications of IONIT Equipment include use with petroleum-based liquids, water, and other non-caustic products (defined as products that are not capable of burning, corroding, dissolving, or eating away by chemical action). IONIT Equipment is not designed or intended to be used with all chemicals or substances. End Users may contact IONIT to request written approval for specific applications other than the typical applications described above. Without written approval by IONIT, use of IONIT Equipment for applications other than the typical applications described above will nullify this Express Limited Warranty.

IONIT's obligation under this Express Limited Warranty is limited to the repair or replacement of IONIT Equipment only that is judged defective by IONIT, and does not include expenses incurred in returning IONIT Equipment to IONIT for repair or replacement under this Express Limited Warranty. Additionally, it is the End User's responsibility to provide proof of the date of installation to IONIT. Such proof may consist of an installation receipt or other record of installation from an authorized IONIT Dealer or other proof as deemed acceptable by IONIT.

THE REMEDY DESCRIBED IN THIS SECTION SHALL BE THE EXCLUSIVE AND SOLE REMEDY PROVIDED BY MANUFACTURER.

B. WHAT IS NOT COVERED

This Express Limited Warranty does not apply to IONIT Equipment that is altered, repaired or serviced by anyone other than IONIT. IONIT Equipment is not designed to be serviced or maintained by the End User. The End User should not attempt to service or perform maintenance on IONIT Equipment itself as doing so will nullify this Express Limited Warranty. This Express Limited Warranty does not apply to IONIT Equipment that has been improperly installed, subjected to damage beyond ordinary wear and tear, incorrect or inadequate electrical voltage or service, used in unapproved applications, on which any serial numbers have been altered, defaced or removed, exposure to the elements, theft, or acts of God.

C. LIMITATION OF LIABILITY

IONIT does not represent that the IONIT System cannot be compromised or that the IONIT System will prevent property loss, personal injury, or death. IONIT does not represent that the IONIT System will, in all cases, provide adequate warning or protection against those events that the IONIT System is designed to detect. The IONIT System is not an insurance policy or a guarantee against loss.

IONIT does not warrant that the IONIT Software is error free or that the End User will be able to operate the IONIT Software without problems or interruptions. This Express Limited Warranty does not apply to defects in the IONIT Software resulting from use with other software products, interfacing with any third-party software, unauthorized modifications, or misuse of the IONIT Software. In addition, due to the continual development of new techniques for intruding upon and attacking networks, IONIT does not warrant that the IONIT Software or any equipment, system or network on which the Software is used will be free of vulnerability to intrusion or attack. For full details relating to the software terms please see IONIT's Terms of Service at www.ionitnetworks.com/tos.html.

OTHER THAN AS SET FORTH HEREIN AND AT WWW.IONITNETWORKS.COM/TOS.HTML, THERE ARE NO WARRANTIES WHICH EXTEND BEYOND THE DESCRIPTION ON THE FACE HEREOF. ALL OTHER WARRANTIES, WHETHER EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY AND / OR FITNESS FOR A PARTICULAR PURPOSE, ARE EXPRESSLY EXCLUDED TO THE EXTENT PERMITTED BY LAW.

IONIT'S LIABILITY IS LIMITED SOLELY TO THE COST OF REPAIR OR REPLACEMENT OF IONIT SYSTEM COMPONENTS DURING THE APPLICABLE WARRANTY PERIODS SET FORTH ABOVE. IN NO EVENT SHALL IONIT BE LIABLE FOR ANY DAMAGES, INCLUDING BUT NOT LIMITED TO DIRECT, INCIDENTAL, CONSEQUENTIAL, PUNITIVE, OR SPECIAL DAMAGES, ARISING FROM PERSONAL INJURY, DEATH, PROPERTY DAMAGE OR OTHER LOSS ARISING FROM ANY FAILURE OF THE IONIT SYSTEM.



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IONIT's Express Limited Warranty shall not be enlarged, diminished or affected by and no obligation or liability shall arise or grow out of IONIT'S rendering of technical advice in connection with purchases of the IONIT System.

Certain States do not allow limitations or exclusions for implied warranties or incidental or consequential damages, and, as such, the limitations above may not apply fully to all Purchasers of the IONIT System. If any provision of this Express Limited Warranty shall be held or deemed to be inoperative or unenforceable as applied to any particular case in any jurisdiction, because of the conflict of any provision with any other statute, regulation, constitutional provision or case law, such circumstance shall not have the effect of rendering the provision or provisions in question inoperative or unenforceable in any other jurisdiction to the extent that such other provisions are not themselves actually in conflict with other statutes, regulations, constitutional provisions or case law.

SYSTEM LIMITATIONS

The IONIT Remote Monitoring System (the "System") is an advanced design remote monitoring system combining both hardware devices and software services. Certain conditions, however, may diminish the System's ability to operate. Authorized IONIT Dealers and End Users who access or use the System should be aware of these conditions and their possible affect on the System's performance.

- **Electrical Power:** IONIT Equipment cannot operate without power. Power to wireless sensors is provided by batteries, and thus will not operate correctly without batteries or with dead or incorrectly installed batteries. The IONIT Software provides battery status for sensors in the field. Battery status should be reviewed periodically, but not less frequently than monthly. Any sensors with low battery indicator should have their batteries replaced. Other IONIT Equipment, such as hubs, cell modems, switches and signal repeaters, are powered solely by AC power and will not operate if their AC power supply is cut off, even for a short period of time.
- **Line-of Sight:** Radio frequency signals sent by the System's wireless sensors and transmitters may be blocked or reflected by metal or other obstructions before they can reach the hub receiver. Even if the signal path has been recently checked during a periodic test, signal blockage can occur if an object is moved into the line-of-sight path between the transmitter and hub receiver. Signal blockage will prevent readings from reaching the software, and hence alarms may not be triggered as expected.
- **Internet Service:** The System relies on broadband Internet service, or cellular service, operated and maintained by third-party communications companies, not IONIT. The reliability of Internet service or cellular service required to transmit data or alarm information may be in poor condition, inoperable or otherwise impaired.
- **Environment:** Environmental conditions such as high humidity, temperature or chemical exposure which are beyond the capabilities of the System may lead to erratic or unpredictable results and/or decreased operating life of the System.
- **Improper Installation:** Incorrectly installed IONIT Equipment and incorrect user settings in the Software may lead to erratic or unpredictable readings. All installations of the System must be done according to IONIT's installation instructions. Installations using accessories or products not provided or approved by IONIT may degrade the performance of the System. Configuration of sensor devices using DIP switches must be done correctly according to the installation instructions for the IONIT Equipment.
- **Other On-site Conditions:** Installation of the System may not have taken into account conditions which may not have been present at the time of installation, but may become present at a later time, such as electromagnetic interference, physical interference or other environmental conditions.
- **User's Computer Infrastructure:** The System, including alarm notifications via e-mail or text messaging, relies on proper functioning of the User's smart phone and related Internet service, as well as the User's computer infrastructure, including Internet browsers, Internet connections, network routers, computers, and related equipment. Alarm notifications may also not be received in a timely fashion or at all due to technical difficulties experienced by third party Internet providers or other intermediate Internet data service providers.
- **Transmission Failures:** The IONIT Software can detect when sensors have not transmitted any data for an extended time period. End Users should contact their authorized IONIT Dealer to correct such issues immediately.
- **Software Configuration:** Proper configuration of the IONIT Software is essential to the proper operation of the System. This includes but is not limited to the following: Correct labeling of all field devices with customer identifiers; Correct association between fluid sensor and vessel size and geometry; Correct configuration of device alarm thresholds; Correct configuration and error-free input of email addresses and mobile phone email addresses for receipt of alarms.