

WARRANTY FOR FMAD® PRODUCTS

The FMADIO Packet capture system Products covered by this Warranty include the following:

FMADIO20

FMADIO40

FMADIO100

FMADIO200

WARRANTY STATEMENT

This Warranty applies to the products listed in the purchase order (the “Products”) between fmad and you from the invoice date of your purchase.

Subject to the exclusions and limitations contained herein, Fmad Engineering (SNG) Pte Ltd (“fmad”), on behalf of itself and its affiliated entities, warrants to the purchaser of the Products (including memory, processors and chipsets contained therein) and software delivered with or later downloaded as part of, or for use with, the Products from a fmad website, the Products, if properly used and installed in accordance with fmad documentation, including the FMADIO Operating Condition Requirements, will be substantially free from defects in material and workmanship and will substantially conform to fmad’s publicly available documentation for the Product during the Warranty Period.

FMAD DOES NOT WARRANT THAT PRODUCTS DELIVERED HEREUNDER, WHETHER DELIVERED STAND-ALONE OR INTEGRATED WITH OTHER PRODUCTS, INCLUDING WITHOUT LIMITATION ITS SEMI-CONDUCTOR COMPONENTS, WILL BE

FREE FROM DESIGN OR MANUFACTURING DEFECTS OR ERRORS KNOWN AS “ERRATA.” CURRENT CHARACTERIZED ERRATA ARE AVAILABLE UPON REQUEST.

FMAD SOFTWARE DELIVERED WITH OR DOWNLOADED FOR USE IN OR WITH THE PRODUCTS IS EXPRESSLY PROVIDED “AS IS” WITHOUT ANY WARRANTY OF ANY KIND UNLESS SPECIFICALLY PROVIDED FOR OTHERWISE IN ANY SOFTWARE LICENSE ACCOMPANYING THE SOFTWARE.

The Warranty Period for each Product is one (1) year from the invoice date of purchase directly from fmad or an fmad authorized distributor unless (i) the period is renewed by the purchaser by paying the warranty renewal fee, or (ii) an extended Warranty Period is purchased by the purchaser at the time of purchase. In the case of an extended Warranty Period, the Warranty Period will be stated on the Product purchase invoice.

THIS LIMITED WARRANTY DOES NOT APPLY TO DEFECTS ARISING FROM THE USE OF COMPONENTS NOT VALIDATED BY FMAD FOR THAT PRODUCT. A LISTING OF FMAD-VALIDATED COMPONENTS BY PRODUCT IS AVAILABLE AT <https://www.fmad.io/documentation>.

FMAD’S TERMS AND CONDITIONS OF SALE APPLY

fmad’s Terms and Conditions for Sale of Goods accompanying the Quote and Invoice shall apply to the Product and this Warranty.

This Product is not intended to be the sole source for any critical system and the purchaser must maintain a verified backup

to ensure its business continuity. This Product should not be used for life saving or healthcare applications.

Software, driver and firmware updates are available from our secure download site at: <https://fmad.io/firmware.html>. Driver and firmware updates are installable by purchaser. Installation is the responsibility of the purchaser.

EXTENT OF WARRANTY

THIS LIMITED WARRANTY DOES NOT COVER:

- ANY COSTS ASSOCIATED WITH THE REPLACEMENT OR REPAIR OF THE PRODUCT, INCLUDING LABOR, INSTALLATION OR OTHER COSTS INCURRED BY YOU, AND IN PARTICULAR, ANY COSTS RELATING TO THE REMOVAL OR REPLACEMENT OF ANY PRODUCT SOLDERED OR OTHERWISE PERMANENTLY AFFIXED TO ANY PRINTED CIRCUIT BOARD OR INTEGRATED WITH OTHER PRODUCTS;
- DAMAGES TO THE PRODUCT DUE TO EXTERNAL CAUSES, INCLUDING ACCIDENT, PROBLEMS WITH ELECTRICAL POWER, USAGE NOT IN ACCORDANCE WITH PRODUCT INSTRUCTIONS OR OPERATING CONDITION REQUIREMENTS, MISUSE, NEGLIGENCE, ALTERATION, REPAIR, IMPROPER INSTALLATION, VIRUS INFECTION, INADEQUATE MAINTENANCE OR IMPROPER TESTING;

- ANY PRODUCT HAS BEEN MODIFIED OR SERVICED BY NON-AUTHORIZED PERSONNEL;
- ANY FAILURE CAUSED BY THIRD PARTY SOFTWARE, INTERFACING, PARTS OR COMPONENTS THAT ARE NOT SUPPLIED BY FMAD; OR
- ANY PRODUCT WHICH HAS BEEN MODIFIED OR OPERATED OUTSIDE OF FMAD'S PUBLICLY AVAILABLE SPECIFICATIONS OR OPERATING CONDITION REQUIREMENTS, OR WHERE THE ORIGINAL PRODUCT IDENTIFICATION MARKINGS (TRADEMARK OR SERIAL NUMBER) HAS BEEN REMOVED, ALTERED OR OBLITERATED FROM THE PRODUCT.

THE WARRANTY COVERAGE FOR SOME COMPONENTS/CONSUMABLES SUCH AS SSDS AND BATTERIES MAY DIFFER FROM THE WARRANTY COVERAGE FOR THE PRODUCT WITH WHICH YOU PURCHASED THE COMPONENT. PLEASE NOTE THAT SOME COMPONENTS MAY BE COVERED BY SEPARATE WARRANTY TERMS IN THE INVOICE OR PRICE QUOTE.

THIS LIMITED WARRANTY APPLIES ONLY TO THE ORIGINAL PURCHASER OF THE PRODUCT.

WARRANTY SERVICE

During the Warranty Period, fmad will repair, replace, or provide replacement parts and materials necessary to maintain the covered hardware Product in operating

condition (the “Warranty Service”). Parts and components that have reached their maximum supported lifetime and/or the maximum usage limitations as set forth in the fmad’s operating manual, product specs, or the technical roduct data sheet, will not be provided, repaired, or replaced as part of these warranty services.

If a Product subject to this Warranty fails during the Warranty Period for reasons covered by this Warranty, fmad, at its option, will:

- REPAIR the Product by means of replacement hardware and/or software; OR
- REPLACE the Product with an identical Product if fmad is unable to repair or replace defective components.

The following shall apply based on the nature of the Warranty claim and severity:

Warranty Severity Level	Description	Response Time
Severity 1	Major hardware problem that fmad is unable to repair or resolve. A return merchandise authorization (“RMA”) will be issued by fmad and a replacement Product will be shipped to purchaser	fmad will contact purchaser no later than 24 hrs from the time the defect is reported if reported on a business day. If not reported on a business day, the next business day.

Severity 2	Minor hardware problem (e.g. hard disk replacement). fmad will ship a replacement part to purchaser for purchaser to install replacement	fmad will contact purchaser no later than 24 hrs from the time the defect is reported if reported on a business day. If not reported on a business day, the next business day.
Severity 3	Software or firmware bugs and patches	fmad will contact purchaser no later than the next business day.

HOW TO OBTAIN WARRANTY SERVICE

To obtain Warranty Service for a Product, purchaser must contact fmad at support@fmad.io

To receive the benefit of the Warranty, (i) purchaser must promptly notify fmad in writing within the applicable Warranty Period that such Product is defective and furnish an explanation of the deficiency, (ii) purchaser must follow fmad’s instructions, including the provision of photos or other information regarding the defect; (iii) if a

Return Material Authorization (“RMA”) is issued, such Product must be returned to fmad’s service facility in accordance with RETURNS below and as instructed by fmad; and (iv) fmad must be satisfied that claimed deficiencies exist and were not caused by accident, misuse, neglect, alteration, repair, improper installation or improper testing.

RETURNS

Purchaser may not return the Product without fmad’s prior written consent and an RMA.

Upon fmad’s verification that the Product is eligible for Warranty Service, purchaser will be issued a RMA number and provided with instructions for returning the Product to the designated fmad service center.

- When purchaser returns the Product to the fmad service center, purchaser must include the RMA number on the outside of the package.
- fmad will not accept any returned Product without an RMA number, or that has an invalid RMA number, on the package.
- Purchaser is responsible for uninstallation of the defective hardware Product and installation of the replacement hardware parts, components and Product
- Purchaser must deliver the returned Product to the designated fmad service center in the original or equivalent packaging, with shipping charges pre-paid, and assume the risk of damage or loss during shipment.
- Freight charges and/or handling fees may apply if it is determined that (a) the Product was not defective or (b) the damage to the Product is due to

external causes, including accident, problems with electrical power, abnormal, mechanical or environmental conditions, usage not in accordance with Product instructions, misuse, neglect, alteration, remark, repair, improper installation, or improper testing.

- fmad may elect to repair or replace the Product with either a new or reconditioned Product or components, as fmad deems appropriate. The repaired or replaced Product will be shipped to purchaser within a reasonable period of time after receipt of the returned Product.
- If fmad elects to replace the Product, the returned Product shall become fmad’s property on receipt at the designated fmad return center.

The repaired Product is warranted under this written warranty and is subject to the same limitations and exclusions for ninety (90) days or the remainder of the original Warranty Period, whichever is longer. If fmad replaces the Product, the Warranty period for the replacement Product will not be extended.

WARRANTY LIMITATIONS AND EXCLUSIONS

THE WARRANTY PROVIDED HEREIN IS THE SOLE WARRANTY PROVIDED FOR THE PRODUCTS. TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, FMAD DISCLAIMS ALL OTHER WARRANTIES, EXPRESSED OR IMPLIED INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND

INFRINGEMENT. FMAD MAKES NO EXPRESSED WARRANTIES BEYOND THOSE STATED HERE. SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OF IMPLIED WARRANTIES SO THIS LIMITATION MAY NOT APPLY. ALL EXPRESSED AND IMPLIED WARRANTIES ARE LIMITED IN DURATION TO THE LIMITED WARRANTY PERIOD.

NO WARRANTIES APPLY AFTER THAT WARRANTY PERIOD. SOME JURISDICTIONS DO NOT ALLOW LIMITATIONS ON HOW LONG AN IMPLIED WARRANTY LASTS, SO THIS LIMITATION MAY NOT APPLY TO PURCHASER.

END.