LIMITED HARDWARE WARRANTY

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EFFECTIVE 11/01/2026

Digital Alert Systems, Inc. ("DAS")

1. SCOPE AND CONTROLLING TERMS

This Policy applies to eligible DAS hardware products regardless of sales channel, subject to its terms and applicable law.

DAS hardware is designed and intended for commercial, governmental, institutional, broadcast, public safety, and professional applications, and is not intended for personal, family, or household use. DAS hardware must be installed, configured, operated, and maintained in accordance with applicable DAS Published Specifications and product instructions, using appropriately qualified personnel where required by those instructions or applicable law. References in this Policy to a "customer" include the direct purchaser or eligible original end user, as applicable. This commercial characterization does not exclude or limit any mandatory statutory right that applicable law confers based on the actual transaction or jurisdiction.

This Policy supplements the applicable DAS Terms and Conditions of Sale and the DAS Product Registration, Support Eligibility & Transfer Policy. For products subject to this Policy, this Policy supersedes any conflicting hardware warranty provisions in those documents. No purchase order, procurement document, solicitation provision, flow-down requirement, customer policy, or other customer-issued term modifies this Policy merely by being issued or referenced by a customer. A conflicting term controls only to the extent DAS has expressly accepted that term in writing through an authorized DAS officer or DAS is otherwise legally bound by that term under an applicable government contract or subcontract.

Discretionary returns for credit, non-returnable product categories, shipping-error corrections, trade-ins, and UpTrade transactions are addressed in the DAS Factory Service & Product Return Policy. For warranty entitlement and remedies, this Limited Hardware Warranty controls in the event of conflict, except as required by applicable law or an authorized written agreement.

For purposes of this Policy, "Published Specifications" means the applicable DAS datasheet, product specification, or technical documentation officially issued by DAS and in effect as of the original DAS shipment date. Third-party descriptions, reseller statements, and obsolete or superseded materials are not DAS Published Specifications for purposes of this Policy.

Software, license keys, subscriptions, hosted services, support plans, professional services, and standalone third-party products are governed by their applicable agreements and are not covered by this hardware warranty except where DAS expressly agrees otherwise in writing. Embedded firmware supplied as part of DAS hardware is not separately warranted as a standalone software product; however, DAS may update, reload, or replace firmware as part of factory service when reasonably necessary to evaluate the hardware or bring covered hardware into conformity with this limited warranty.

For international commercial sales, the parties exclude application of the United Nations Convention on Contracts for the International Sale of Goods (CISG) to the limited hardware warranty matters governed by this Policy unless a separately negotiated written agreement signed by an authorized DAS officer expressly provides otherwise. Governing law and forum provisions remain as stated in the controlling DAS Terms and Conditions of Sale or other controlling agreement.

Territorial Scope. This limited warranty applies worldwide.

2. LIMITED HARDWARE WARRANTY

DAS warrants that new DAS manufactured hardware will be free from defects in materials and workmanship and will conform in all material respects to DAS Published Specifications under normal, authorized use for two (2) years from the date the product is originally shipped by DAS.

A warranty claim must be reported to DAS during the applicable warranty period and within a reasonable time after the customer discovers, or reasonably should have discovered, the claimed defect, subject to any longer period required by applicable law.

An extension purchased or issued under DAS's standard extended-warranty program changes only the expiration date of the original coverage; all other terms of this Limited Hardware Warranty remain in effect. Any different terms must be stated in a separate written agreement approved by an authorized DAS officer.

Warranty coverage is limited to the original end user and is not transferable without prior written approval expressly issued or authorized by DAS. DAS may require reasonable proof of purchase, product identity, ownership, and warranty eligibility; registration is not required for this limited warranty. Transfer approval does not restart or extend the original warranty period unless DAS expressly states otherwise in writing.

For governmental and institutional end users, reassignment of equipment between facilities, departments, or operating locations within the same agency, institution, or legal entity does not constitute a transfer of warranty ownership. Transfer to a different governmental agency, institution, legal entity, reseller, or end user remains subject to the transfer requirements of this Policy.

Unless DAS expressly states otherwise in writing at the time of sale or provision, refurbished, demonstration, evaluation, prototype, engineering-sample, beta, and pre-production hardware is covered only by the warranty, if any, specifically stated for that product and is not automatically entitled to the two-year warranty stated above.

If 16 C.F.R. Part 701 applies: Any implied warranty that cannot lawfully be disclaimed is limited, where permitted by law, to this written warranty's duration. Some States do not allow limitations on how long an implied warranty lasts, so the above limitation may not apply to you.

3. DAS'S WARRANTY REMEDY

If, following a reasonable evaluation conducted in good faith, DAS determines that a defect is covered by this limited hardware warranty during the warranty period, DAS will, at its option and to the extent permitted by applicable law:

1. Repair the defective product or component;
2. Replace it with a new, refurbished, or functionally equivalent product or component; or
3. If DAS determines that repair or replacement is not reasonably available, refund or credit the net amount originally paid to DAS for the affected product, through the original sales channel where applicable.

To the maximum extent permitted by applicable law, these remedies are the customer's sole and exclusive remedies for breach of this limited hardware warranty. If applicable law provides a non-waivable additional remedy or an exclusive or limited remedy fails of its essential purpose, the customer retains only those additional rights or remedies required by that law.

Nothing in this clause prevents the customer from contesting a coverage determination under applicable law.

Products or components replaced by DAS become DAS property unless DAS agrees otherwise in writing or applicable law requires otherwise. DAS may erase, sanitize, refurbish, recycle, destroy, or otherwise process replaced storage media or components in accordance with its normal service procedures. Repaired and replacement products or components are covered for the remainder of the original warranty period or ninety (90) days after return shipment by DAS, whichever is longer.

Warranty service does not include onsite service, removal, deinstallation, reinstallation, system integration, customer programming, configuration restoration, backup or recovery of data, rental equipment, loaner equipment, expedited freight, or other customer expenses unless DAS expressly agrees otherwise in writing or applicable mandatory law requires otherwise.

4. WARRANTY EXCLUSIONS

This limited warranty covers qualifying defects in DAS materials or workmanship and material nonconformity with DAS Published Specifications under normal authorized use. It does not cover failures caused or materially contributed to by an external event, misuse, or a condition outside those specifications. Causation-based exclusions apply only where the excluded condition caused or materially contributed to the claimed failure. Excluded circumstances include, but are not limited to, the following:

- Batteries and other consumable or expendable items intended for periodic replacement due to normal use, unless a separate written warranty expressly applies.
- Normal wear, cosmetic deterioration, scratches, discoloration, noise, or conditions that do not materially impair operation.
- Damage or failure caused by accident, misuse, abuse, neglect, mishandling, improper transportation, improper storage, or use outside DAS Published Specifications.
- Improper installation, wiring, grounding, bonding, ventilation, environmental control, maintenance, configuration, or operation.
- **Damage or failure caused or materially contributed to by direct** or indirect lightning strikes; electrical surges or transients; overvoltage; undervoltage; brownouts; outages; static discharge; utility irregularities; generator or transfer switch events; or disturbances entering through AC power, antenna, coaxial, Ethernet, telephone, control, audio, video, or other connected lines. Appropriate grounding, bonding, surge protection, and uninterruptible power systems are recommended but cannot guarantee protection from every electrical event.
- Fire, smoke, water, flooding, condensation, excessive humidity, corrosion, contamination, extreme temperature, wind, storm, earthquake, vermin, or other external or environmental events.
- Damage or failure caused by customer provided equipment, third-party equipment, incompatible accessories, external systems, networks, cabling, software, malware, unauthorized code, or cybersecurity incidents.
- Damage or failure caused by alteration, modification, attempted repair, disassembly, unauthorized opening of or access to the chassis, tampering, or service not performed or authorized by DAS.
- Damage or failure caused or materially contributed to by war (declared or undeclared), terrorism, insurrection, rebellion, hostilities, or civil unrest.
- Products with removed, altered, defaced, duplicated, or unreadable serial numbers when warranty eligibility or product identity cannot reasonably be verified.
- Loss or corruption of data, logs, programming, passwords, configuration files, software, or license information.
- Products whose identity, ownership, authenticity, or warranty eligibility cannot reasonably be verified. An unauthorized sale alone does not void otherwise valid coverage where prohibited by law.
- A customer's failure to install updates, security releases, maintenance items, or corrective measures communicated by DAS when that failure caused or materially contributed to the claimed condition.
- Obsolescence, loss of compatibility, or the need for modification, upgrade, recertification, or replacement resulting solely from a change after the original DAS shipment date in law, regulation, governmental requirement, industry standard, third-party network, service, interface, or infrastructure, unless DAS expressly agrees otherwise in writing.

5. OBTAINING AN RMA

Products submitted for warranty evaluation must have a DAS-issued Return Material Authorization ("RMA") before shipment. Shipments received without an RMA or contrary to DAS return instructions may be refused or returned at the sender's expense, subject to applicable law. Trade-in, UpTrade, and other non-warranty returns follow the DAS Factory Service & Product Return Policy and the written instructions issued by DAS for the applicable program.

To request an RMA, contact Digital Alert Systems, Inc., 100 Housel Avenue, Lyndonville, NY 14098; telephone +1 585-765-2254; or email support@digitalalertsystems.com.

The customer must provide the product model, serial number, proof of purchase, contact information, a description of the issue, relevant operating conditions, and any other information reasonably requested by DAS.

Issuance of a warranty RMA authorizes shipment to DAS for evaluation. It does not constitute a determination that the product is defective or covered by warranty, and it does not extend or restart any warranty period.

Unless DAS states otherwise, a factory service RMA is valid for thirty (30) calendar days from issuance. DAS may require a new RMA for equipment received after expiration. The shorter receipt deadline for discretionary returns for credit is stated in the DAS Factory Service & Product Return Policy. RMA expiration does not eliminate any non-waivable right preserved by applicable law.

6. PREPARING AND SHIPPING EQUIPMENT TO DAS

Before shipment, the customer must:

- Back up all configurations, logs, data, license information, and other information to be retained. Factory service may reset, reimage, update, reformat, replace storage media, or restore factory settings; DAS does not guarantee preservation of customer data or configuration.
- **Before** shipment, follow the data, configuration, and credential-handling instructions applicable to the warranty or factory-service process. To the extent practicable, remove personal, confidential, regulated, or proprietary information not reasonably required for evaluation. Provide any required credentials only through DAS's approved secure process. The customer remains responsible for determining what information may lawfully be provided to DAS.
- Remove removable media and accessories not requested by DAS.
- Package the product in its original packaging or equivalent protective packaging.
- Include the RMA documentation and clearly display the RMA number as instructed by DAS.
- Ship the product freight prepaid and adequately insured. Collect or unauthorized shipments may be refused.

The customer bears the risk of loss or damage during inbound transportation until the shipment is delivered to and acknowledged at DAS's designated receiving location. A carrier delivery scan alone does not establish DAS's acceptance of a package left unattended or at an unauthorized location. This provision does not exclude liability DAS cannot lawfully limit.

For a confirmed **domestic** covered warranty claim with a return destination in the contiguous United States, DAS will pay standard outbound transportation from DAS to that destination. The customer remains responsible for inbound transportation, expedited service, special handling, insurance, duties, taxes, brokerage, and international transportation unless DAS agrees otherwise in writing or applicable mandatory law requires DAS to bear those costs.

Where applicable law requires DAS to bear reasonable warranty claim expenses, the customer should contact DAS before incurring those expenses for shipping instructions. If reimbursement is required by law, reasonable documented expenses may be submitted with the RMA number to support@digitalalertsystems.com for reimbursement to the extent required by law.

International returns and return shipments are subject to applicable customs, import, export, sanctions, and trade control requirements. The customer must follow DAS shipping and customs instructions and provide accurate and complete documentation. The customer is responsible for duties, taxes, brokerage, storage, penalties, or other charges resulting from incorrect or incomplete customer supplied documentation, except to the extent caused by DAS or otherwise required by law. DAS may delay, refuse, or modify service or return shipment when required by applicable law or regulation.

If DAS determines that the product is not covered by warranty, the customer is responsible for applicable evaluation, repair, handling, and return shipping charges. Any diagnostic or repair charges are subject to the advance-disclosure and authorization requirements of the DAS Factory Service & Product Return Policy.

Return eligibility and credits for non-defective products and remedies for incorrect shipments are described in the DAS Factory Service & Product Return Policy. Those provisions do not reduce any right or remedy under this Limited Hardware Warranty or mandatory law.

7. COMMERCIAL WARRANTY DISCLAIMER AND LIMITATION OF LIABILITY

EXCEPT FOR THE EXPRESS LIMITED WARRANTY STATED IN THIS POLICY, AND EXCEPT TO THE EXTENT AN IMPLIED WARRANTY CANNOT LAWFULLY BE DISCLAIMED OR MODIFIED, TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, DAS DISCLAIMS ALL OTHER WARRANTIES AND REPRESENTATIONS, EXPRESS, IMPLIED, OR STATUTORY, INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT.

TO THE MAXIMUM EXTENT PERMITTED BY LAW, DAS WILL NOT BE LIABLE FOR INDIRECT, INCIDENTAL, SPECIAL, EXEMPLARY, PUNITIVE, OR CONSEQUENTIAL DAMAGES, INCLUDING LOSS OF USE, REVENUE, PROFITS, BUSINESS, GOODWILL, DATA, PROGRAMMING, OR PRODUCTION; BUSINESS INTERRUPTION; COSTS OF SUBSTITUTE EQUIPMENT; OR GOVERNMENTAL OR REGULATORY FINES.

To the maximum extent permitted by applicable law, DAS's aggregate liability arising under or relating to this Policy for an affected product will not exceed the net amount paid to DAS for that affected product. These limitations apply only to the maximum extent permitted by law and do not exclude or limit liability that applicable law prohibits DAS from excluding or limiting, including, where applicable, liability for fraud or fraudulent misrepresentation or for death or personal injury caused by negligence.

No employee, dealer, distributor, reseller, representative, or other person may modify this Policy or create an additional warranty on behalf of DAS unless the modification is contained in a written agreement signed by an authorized DAS officer.

8. MANDATORY STATUTORY RIGHTS

This Limited Hardware Warranty is intended primarily for commercial and institutional products. Nothing in this Policy excludes, restricts, or modifies any right, warranty, remedy, or liability that cannot lawfully be excluded or limited under applicable law.

Where a transaction is subject to additional mandatory warranty protections or jurisdiction-specific requirements, those requirements remain applicable and control to the extent of any conflict with this Policy.

For any U.S. transaction to which 16 C.F.R. Part 701 applies: Some states do not allow the exclusion or limitation of incidental or consequential damages, so the above limitation or exclusion may not apply to you. This warranty gives you specific legal rights, and you may also have other rights which vary from state to state.

9. APPLICATION OF WARRANTY AND POLICY CHANGES

This Policy applies to orders accepted by DAS on or after its effective date, provided it forms part of the applicable sale. Orders accepted before that date remain subject to the warranty terms applicable when those orders were accepted.

DAS may revise this Policy for future orders. Changes will not automatically affect warranty rights established under previously accepted orders unless DAS and the customer validly agree otherwise or applicable law requires otherwise.

If this Policy is translated into another language, the English version controls in the event of any inconsistency, to the extent permitted by applicable law.

RETURN MATERIAL AUTHORIZATION / FACTORY SERVICE CONTACT

Digital Alert Systems, Inc. | 100 Housel Avenue, Lyndonville, NY 14098 | +1 585-765-2254
support@digitalalertsystems.com | www.digitalalertsystems.com