

## Product Warranty & Support Agreement

Symphony AzimaAI strives to offer the best customer service offering available in the industry. With the challenge customers face in maintaining their condition-based maintenance programs, AzimaAI recognizes the need for reliable hardware and software, expedient customer service, and quality support.

As part of our commitment to quality, AzimaAI shall ensure customers who maintain eligibility for technical support receive service in a prompt and efficient manner.



AzimaAI customer service representatives are available to assist customers with their hardware, software, and/or service needs. However, live access to the AzimaAI staff of technical advisors, technicians, and engineers is only available to those customers who maintain Service and Support Agreements (SSAs) with AzimaAI.

To simplify the process of maintaining an SSA, AzimaAI offers a renewal to extend the service and support agreement for hardware and software beyond the initial warranty.

The customer must agree to the terms and conditions as stated in the “AzimaAI Support, Warranty Agreement.” These terms are subject to change, refer to [www.SymphonyAzimaAI.com/warranty](http://www.SymphonyAzimaAI.com/warranty) for the latest information.

## Total TRIO™ Programs

The purchase of a Total TRIO system shall include the following as applicable to and for a term as defined below.

- 3-year term of the TRIO® Data Processor Service and Support Agreement per the details below
- 3-year term of the TRIO® Controller Service and Support Agreement per the details below
  - TRIO Controller support agreements are non-renewable. Total TRIO programs have an all-inclusive renewal option which includes a new TRIO Controller with a new 3-year warranty.
- 3-year term of the ALERT™ Original Purchase Warranty Agreement per the details below
  - Available as desktop installation, embedded license, or cloud subscription
- Free software feature upgrades as available during the three-year software agreement
- 3-year free trial of database hosting on the WATCHMAN Data Center
  - Guarantee of 95% uptime availability of master database
- Free 30-minute pre-sale consultation webinar
- Free 60-minute program orientation training webinar
- Priority TRIO repair service as required
- Unlimited access to the AzimaAI Resource Center: <http://knowledge.azimadli.com>

**Total TRIO programs require a hosted database in the WATCHMAN Data Center, users will also receive the following:**

- Guaranteed 2-week repair guarantee of TRIO hardware\*.
  - 2-week period begins at the time in which the TRIO hardware is received at the AzimaAI Repair Center. Within 2-weeks AzimaAI will either repair and return the customer's TRIO or provide a loaner unit of similar model.
- 1 complimentary term use license to the ExpertALERT Cloud application
- Access to and setup assistance with the WATCHMAN Reliability Portal
- Sybase Replication software for the synchronization of the TRIO Data Collector(s), ExpertALERT software (as applicable), and the WATCHMAN Data Center
- Assistance with replication setup and management as applicable
- 5 Second-opinion analysis tickets\* for the AzimaAI Expert assistance in setup or analysis of machinery. One standard machine or machine test per ticket. Complex machines may require additional fees or multiple ticket
- Free 60-minute setup assistance training webinar.

Use of the WATCHMAN Data Center requires TRIO hardware and ALERT desktop software applications to be maintained to the latest software or firmware versions.

Total TRIO package inclusions cannot be combined with other Total TRIO packages.

Termination of the hosted Data Center will terminate the terms and conditions of the Total TRIO program. These programs revert to traditional annual support agreements.

\*International Terms or Conditions may apply.



## Total TRIO Program Renewal, Transition, Termination

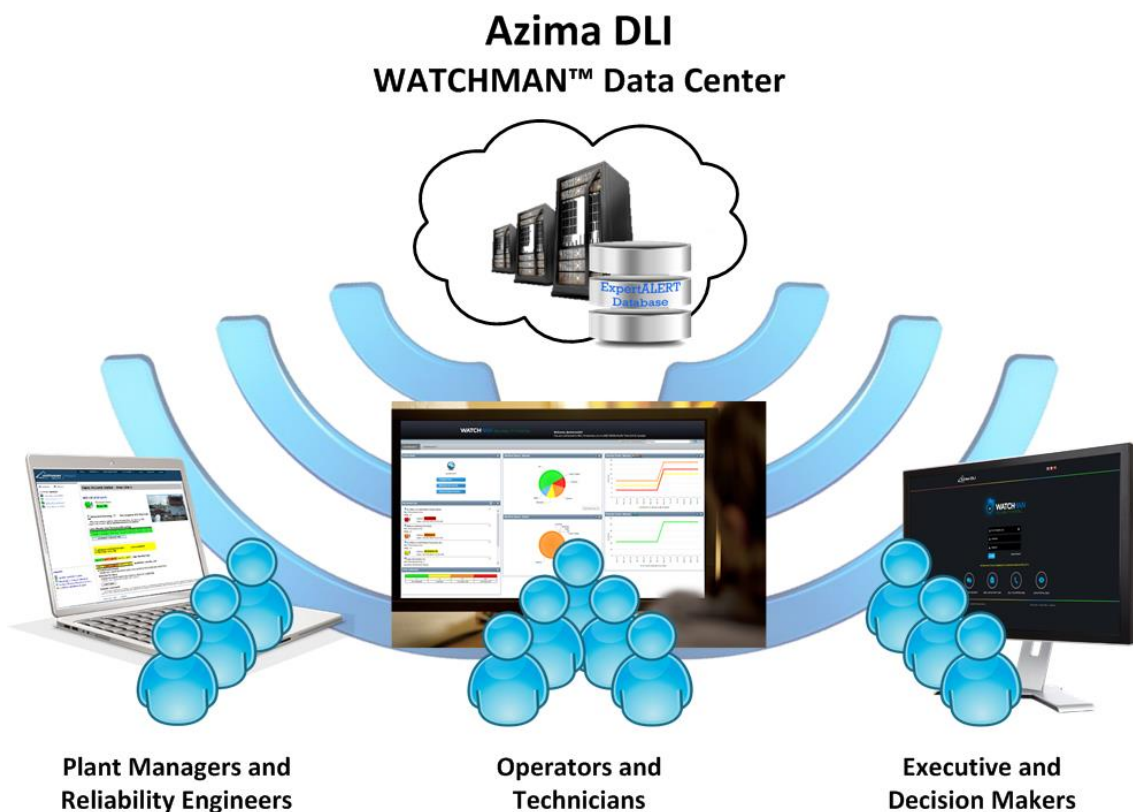
Following the risk-free trial, customers may elect to retain their database hosted in the WATCHMAN Data Center. Database hosting fees will apply.

Total TRIO programs can be renewed every three years. Total TRIO renewal includes a new TRIO Controller, extension of the software and hardware support agreements including calibration services, and optional continuation of ExpertALERT or StandardALERT term-use licensing.

Transfer of the Collector Application licenses to a new controller is offered at no-charge. This includes Collector/CollectorX, ALERT Multi-Plane Balance, and ALERT RTA. Embedded ExpertALERT term-use license (CX or HX-series Controllers) and desktop installations of ExpertALERT or StandardALERT are renewed every three years, offering users flexibility in maintaining their programs.

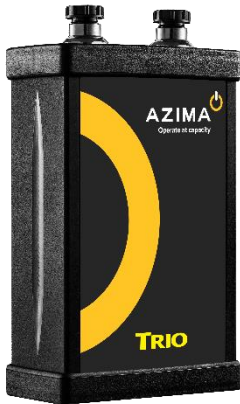
Transition into a WATCHMAN Service Program requires that all data collection hardware must be current with calibration and in proper working order

Termination of the hosted database is at no-cost to the customer if after 90-days of use of the WATCHMAN Data Center. Prior to 90-days, the customer would be responsible for the difference of cost between a hosted system and a non-hosted system. The hosted database will be returned to the customer as a stand-alone version of the database for local installation as desired. Replication and concurrent license are non-transferrable but available to purchase.



# TRIO<sup>®</sup> Data Processor Service and Support Agreement

With the purchase of the TRIO Data Processor (DP) hardware, the customer is eligible for the following services for a period of one (1) year, three (3) years if Total TRIO:



- Full access to the AzimaAI technical support team including phone support, e-mail, and online chat for assistance with the installation and use of the Data Processor unit
- Firmware updates and routine calibration service for the DP unit and one TRIO triaxial accelerometer. (Accelerometer and DP must be shipped to AzimaAI together under same service request (RMA)).
- Free repairs to the data collection hardware for any manufacturing flaw or component malfunction. Free repairs do not include:
  - Normal wear and tear or Data Processor
  - Damage caused by mishandling, accident or improper operation
  - Damage caused by conditions in excess of the environmental specification
  - Damage caused by use with non-AzimaAI accessories or parts
  - Damage caused by or aggravated by servicing performed by non-AzimaAI personnel
  - Rechargeable batteries or component cables

## TRIO DP Hardware Service and Support Agreement Renewal

With the purchase of an SSA Extension for TRIO DP hardware, the customer is eligible for all of the services described in the TRIO DP Hardware SSA Agreement. Total TRIO users, see above for renewal terms.

Eligibility: The Customer must have current SSA coverage for their DP hardware. AzimaAI will grant a 30-day grace period. However, the expiration date will be based on original expiration. After 30 days, the customer shall assume all risk and cost of ownership for the DP. Renewal of DP SSA may require a return-to-shop evaluation.

## TRIO DP Service and Support Outside of active SSA

Access to Azima’s staff of technical support professionals for the purpose of troubleshooting is only available to customers with a new product warranty or an active SSA.

If neither is the case, the customer must do one of the following in order to obtain service:

- Return the equipment for repair at a flat-rate fee which includes:
  - Full service evaluation, firmware updates, calibration, and system verification
- Return the equipment for repair at the hourly shop-time rate (if applicable) to include:
  - Specified fault repair

# TRIO Controller Service and Support Agreement

With the purchase of the TRIO Controller hardware, the customer is eligible for the following services for a non-renewable period of one (1) year, three (3) years for Total TRIO:

- Full access to the AzimaAI technical support team including phone support, e-mail, and online chat for assistance with the installation and use of the Controller unit. Phone support does not include assistance with any embedded ALERT software.
- Free repairs to the TRIO Controller unit for any manufacturing flaw or component malfunction. Free repairs do not include:
  - Normal wear and tear of controller
  - Damage caused by mishandling, accident, or improper operation
  - Damage caused by exposure to conditions in excess of the Controller’s thermal, moisture and shock limit specifications
  - Damage caused by use with non-AzimaAI accessories or parts.
  - Damage or improper operation caused by installation or use of non-AzimaAI software programs or applications
  - Damaged caused by viruses or other malware, or reconfigurations of operating system
  - Damage caused or aggravated by servicing of internal or external components performed by non-AzimaAI service personnel
  - Rechargeable batteries or component cables

## TRIO Controller Service and Support Agreement Extension\*

With the **one-time purchase** of an SSA Extension for TRIO Controller hardware, the customer is eligible for all of the services described in the TRIO Controller Hardware SSA Agreement for a non-transferrable\*\* **period of two (2) years**. The maximum SSA coverage of any TRIO Controllers is 3 years.



Eligibility: The Customer must have a current SSA coverage for their TRIO Controller. AzimaAI will grant a 30-day grace period. However, the expiration date will be two (2) years from the original expiration. After 30 days, the customer shall assume all risk and cost of ownership for the controller.

\* TRIO Controller SSA extensions are only available for legacy hardware purchased with a 1-year agreement.

\*\* Time remaining on an SSA contract is not transferrable to other newly purchased controllers or hardware.

## TRIO Controller Service and Support Outside of active SSA

Access to Azima’s staff of technical support professionals for the purpose of troubleshooting is only available to customers with a new product warranty or an active SSA.

A customer must do one of the following in order to obtain service for the TRIO Controller:

- Return the equipment for repair at a flat-rate fee which includes:
  - Full service evaluation, firmware updates, calibration, and system verification
- Purchase replacement Controller
- Return the equipment for repair at the hourly shop-time rate (if applicable) to include:
  - Specified fault repair

# ALERT™ Original Purchase Warranty Agreement

The purchase or term-use agreement of the ALERT software shall include the following for a period of one (1) year from the date of shipment, three (3) years for Total TRIO:



- Full access to the AzimaAI technical support team including phone support, e-mail, remote connection and online chat for assistance with the installation and use of ALERT
- ALERT software hotfixes and maintenance updates
- Full access to the AzimaAI online knowledge base and training modules

AzimaAI software is licensed per-user. Each user of the software must have their own license agreement. See Terms and Conditions at end.

## ExpertALERT™ Term-Use Agreement

**Term-use ExpertALERT subscriptions are licensed for use for a term period of time, generally three (3) years. Term-use licenses are included with Total TRIO, which require a hosted database on the AzimaAI Data Center. Desktop and embedded term-use agreements do not require database hosting, but will expire the use of the software at end of term.**

A term-use license of ExpertALERT grants an individual user full access to the cloud, desktop, or embedded ExpertALERT application for a period defined by the term, generally three (3) years. During the term, users have full access to the ExpertALERT application and are eligible for all software updates and feature upgrades. At the completion of the term, a renewal of the term agreement is required for continued use of the software. Users have full access to support as stated above during the term. Software term licenses are transferrable during renewal process.

Users who desire to end the term-use license agreement for a full, perpetual license would only need to pay difference of term-license to full-license for continued use.

## ExpertALERT™ and StandardALERT™ SSA Extensions

With the purchase of an SSA Extension for desktop or embedded ExpertALERT or desktop StandardALERT software, the Customer is eligible for all of the following services for a **period of one (1) year, three (3) years for Total TRIO:**

- Full access to the AzimaAI technical support team including phone support, e-mail, remote connection, and online chat, for assistance with the installation and use of ALERT
- ALERT software hotfixes and maintenance updates
- Full access to the AzimaAI online knowledge base and training modules



Eligibility: Service and Support Agreements may be renewed at any time. The entitlement for support is valid for one year from date of purchase.

## ALERT™ Maintenance Updates, Hot Fixes, Feature Upgrades

Hot Fix, labeled at “HF” in the download version, includes any major software code corrections that are highly necessary for the primary functions of the ALERT software.

Maintenance Updates, labeled as “MU” in the download version, include changes to the software code which improve upon the functionality of the software as specified in the feature’s documentation.

Feature Upgrades, labeled as “Main Release” or “MR” in the download version, include major feature upgrades to the software functional specifications. These feature improvements may require database updates to be performed for the new functionality to work. Upgrades are generally controlled for download through the AzimaAI Resource Center and will require software registration.

### Supported Versions:

AzimaAI maintains a three-version support model. AzimaAI Technical Support and the AzimaAI Service Center for hardware repairs can answer questions, provide software installation assistance, and perform repairs on the current, latest-released version of the ALERT software plus two previous versions. For example, the current, latest release version of ExpertALERT is ALERT 4.0. The two previous versions are ALERT 3.60 and ALERT 3.50. These three versions are all supported products.

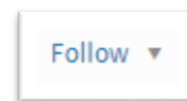
Supported version does not imply compatibility with all AzimaAI products or application. Hosted programs require users to always maintain their applications at the latest released version.

### Eligibility:

Customers who are using a supported version of the ALERT software are eligible for free **Maintenance Updates** and **Hot Fixes** as long as the version is supported. These updates are freely available regardless of customer’s SSA status and available through the AzimaAI Resource Center (<http://knowledge.AzimaDLI.com>).

The AzimaAI Resource Center requires registration and customer verification. Registration is accomplished online and will require a corporate email address; free email hosts (yahoo, Gmail, Hotmail, etc.) are not eligible for verification.

**Notifications of updates are available by following the applicable download section of the Resource Center.**



**Feature Upgrades** to the ALERT software are performed periodically and are automatically provided to customer databases hosted in the WATCHMAN Data Center. Desktop and embedded ALERT applications must perform a software upgrade to use the new features provided.

**Earned credit** for ALERT feature upgrade: Customers who have purchase SSA renewals for ExpertALERT or StandardALERT may apply their SSA renewal costs to the upgrade fee, up to the full cost of the software feature upgrade.

# Service and Support Agreement for Limited Hardware Availability

AzimaAI provides a five-year Limited Support Availability period for any hardware products which are no longer in production. However, shortages of critical components required for specific types of repairs on some models may make servicing some units impossible.

AzimaAI will continue to honor all outstanding Service and Support Agreement contracts covering discontinued models, regardless of any parts or service limitations. If your unit is covered under an SSA and cannot be repaired, it will be replaced by an equivalent model unit.

For units that are not under an active SSA but are models designated as Limited Parts or Limited Service, a non-refundable phone support ticket or in-shop evaluation fee is required to determine if a repair is possible. This fee is non-refundable but will be deducted from the overall cost of repair should the unit need to be serviced.

## **Important Notes:**

Receipt of a valid purchase order or credit card prepayment for both the Evaluation Fee and the Service Fee is required before a unit will be accepted for evaluation and repair. Credit card prepayments will be refunded the Service Fee if the evaluation determines the unit cannot be repaired or calibrated. If the purchase order or credit card payment is not received within 10 business days of receipt of the unit using a Return Material Authorization, the unit will be returned without evaluation or repair/calibration.

## **Limited Service Availability Policy Statement**

For all units not covered under a Service and Support Agreement, AzimaAI warrants that any replacement part or repaired unit will be free from defects in material and workmanship under normal use and service for a period of ninety (90) days from the date of repair, to include parts and labor. This warranty only applies to the repairs performed and does not apply to the unit as a whole.

## **Applicable Devices:**

For the latest list of hardware covered under the Limited Hardware Availability Support Agreement, contact AzimaAI Technical Support or visit [www.azimadli.com/eolstatement](http://www.azimadli.com/eolstatement).



# SPRITE Service and Support Agreement Extension

With the purchase of a hardware SSA renewal for the SPRITE hardware, the Customer is eligible for the following services for a period of one (1) year:

- Full access to the AzimaAI technical support team including phone support, e-mail, and online chat, for assistance with the use and application of the SPRITE hardware
- Free repairs to the SPRITE hardware for any manufacturing flaw or component malfunction. Free repairs do not include:
  - Damage caused by mishandling, accident or improper operation
  - Damage caused by conditions in excess of the environmental specification, including high voltage exposure
  - Damage caused by use with non-AzimaAI accessories or parts
  - Damage caused by or aggravated by servicing performed by non-AzimaAI personnel
  - Rechargeable batteries or component cables

Support does NOT include assistance with any ALERT software or onsite engineering support services to restore operation. ALERT and Engineering services are available at an itemized rate. Contact sales or support for pricing.

Eligibility: The Customer must have a new product warranty or current SSA coverage for their SPRITE hardware. AzimaAI will grant a 30-day grace period. However, the expiration date of the renewed SSA will be one year from original SSA expiration. After 30 days, the customer shall assume the risk and cost of ownership for the SPRITE.

Online system hardware not purchased from AzimaAI or installed by an authorized WATCHMAN Online Systems Installer are not eligible for Service and Support Agreements. Assistance with online systems with such components is charged at an hourly rate.

## SPRITE Service and Support Outside of active SSA

Access to AzimaAI DLI’s staff of technical support professionals for the purpose of troubleshooting is only available to customers with a new product warranty or an active SSA.

If neither is the case, the customer must do one of the following in order to obtain service for the SPRITE:

- Return the equipment for repair at a flat-rate fee which includes:
  - Full service evaluation, firmware updates, calibration, and system verification
- Obtain engineering support services to restore operation of the WATCHMAN Online System at an itemized rate which may include renewal of SSA, onsite support, system upgrades, or hardware repair



## Repair Services

### **Total TRIO Repair Service:**

AzimaAI prioritizes any Total TRIO product returned for service. The AzimaAI repair center will evaluate the TRIO unit to determine if a repair can be accomplished within the 2-week guarantee (if applicable) or notify the customer that a loaner TRIO is optionally available.

### **Warranty Repair Service:**

AzimaAI will perform a full evaluation of any hardware returned under warranty repair. The repair service is a five-star service where the AzimaAI service technicians will evaluate and thoroughly inspect the items returned. Following repair, the system will be validated to ensure proper operation. All firmware updates will be applied and hardware calibration will be conducted. AzimaAI will certify its performance and guarantee our repair.

### **Flat-rate Repair Service:**

Flat rate repair service is a five-star service where the AzimaAI service technicians evaluate and thoroughly inspect the items being returned for repair. Following repair, the system will be validated to ensure proper operation. All firmware updates will be applied and hardware calibration will be conducted. AzimaAI will certify its performance and guarantee our repair.

### **Shop-time Repair Service (as applicable):**

Any shop-time repair requires a non-refundable evaluation and authorized payment up to the full, flat-rate cost of repair. The AzimaAI service technicians will do an overall evaluation of the repair required and charge the evaluation fee and any parts or labor as required for the specific repair if possible. If the fault as described could not be verified for completion without resolving other apparent issues, a full repair service may need to be performed as authorized. If a repair cannot be performed, AzimaAI shall notify the customer with suggested solutions and wait 10 business days for response before the unit will be returned to the customer.



**Full Evaluation and System Verification**

**Complete Repair Service**

**All Firmware Updates**

**System Calibration**

**Full Operational Quality Assurance**

# Technical Support

## Technical Support Contact Information

### Hours of Operation:

Monday to Friday  
9AM to 7PM EST (GMT-5)  
Excluding holidays

### E-Mail Contact Information

Email: [support@AzimaDLI.com](mailto:support@AzimaDLI.com)



### Online Technical Support and Live Chat:

Website: <http://www.azimadli.com>

### AzimaAI Resource Center

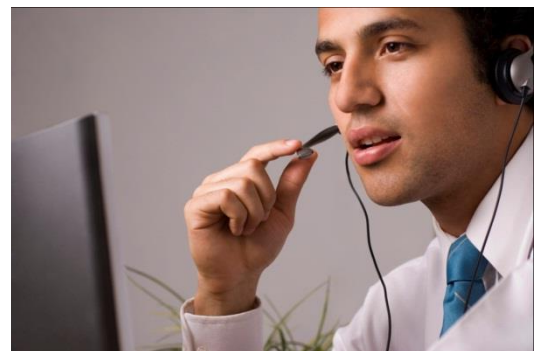
<http://knowledge.azimadli.com>

### Telephone Support

Telephone support is available for customers with eligible products under an original purchase warranty or an active Service and Support Agreements.

### Telephone:

800.654.2844 ext. 3  
(+1) 206.842.7656 ext. 3



## Terms and Conditions for AzimaAI Hardware and Software Service and Support Agreements

THE FOLLOWING ARE THE TERMS AND CONDITIONS UNDER WHICH AZIMAAI DLI, INC. (“AzimaAI DLI”) PROVIDES REPAIR SERVICE AND TECHNICAL SUPPORT TO THE END USER (“Customer”) WHO PURCHASED/RECEIVES THE SUPPORT SERVICES. BY PURCHASING A SERVICE AND SUPPORT AGREEMENT (“SSA”) AND RECEIVING AZIMAAI TECHNICAL SUPPORT SERVICES YOU ACCEPT THESE TERMS AND CONDITIONS.

- 1. Warranty and Disclaimer.** AzimaAI will use commercially reasonable efforts to provide Technical Support Services in a professional manner, but AzimaAI cannot guarantee that every question or problem raised by Customer can or will be resolved. Nothing in this Service and Support Agreement shall be construed as expanding or adding to the warranty for the product set forth in AzimaAI DLI’s Standard Terms and Conditions, Support, Warranty Agreement, or any other agreement with AzimaAI governing use of AzimaAI products. EXCEPT FOR ANY WARRANTY, CONDITION, REPRESENTATION, OR TERM TO THE EXTENT TO WHICH THE SAME CANNOT OR MAY NOT BE EXCLUDED OR LIMITED BY LAW APPLICABLE TO CUSTOMER IN ITS JURISDICTION, AZIMAAI MAKES, AND CUSTOMER RECEIVES, NO WARRANTIES OR CONDITIONS OF ANY KIND, EXPRESS, IMPLIED, OR STATUTORY, RELATED TO OR ARISING IN ANY WAY OUT OF THIS SERVICE AND SUPPORT AGREEMENT OR THE PROVISION OF MATERIALS OR SERVICES UNDER THIS SERVICE AGREEMENT. AZIMAAI SPECIFICALLY DISCLAIMS ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.
- 2. Limitation of Liability.** To the maximum extent permitted by applicable law, in no event shall AzimaAI be liable for any indirect, incidental, putative or consequential damages, lost or corrupted data, lost profits or savings, loss of business or other economic loss or costs of procurement of substitute goods or services, arising out of or related to AzimaAI technical support services. Whether or not based on tort, contract, strict liability or any other legal theory and whether or not AzimaAI has been advised or knew of the possibility of such damages, to the maximum extent permitted by applicable law, AzimaAI DLI’s maximum liability to Customer arising from or related to technical support performed under a purchased Service and Support Agreement shall be limited to the amounts received by AzimaAI for the Service and Support Agreement purchased by Customer during the twelve (12) months preceding the claim.

### 3. Technical Support Services Scope and Exclusions

- a) AzimaAI DLI's Technical Support Services and Service and Support Agreements do not create, nor do AzimaAI DLI's prices include, any obligation, express or implied, to provide maintenance or support involving the repair or diagnosis of damage, malfunctions or product failures caused by: (a) any third party; (b) accident, misuse or abuse; (c) alteration of AzimaAI Product(s) (including modification of AzimaAI Software or Hardware) by anyone other than AzimaAI or an AzimaAI DLI-authorized service provider; (d) Third Party Components sold by AzimaAI or a AzimaAI reseller that are not explicitly covered by a AzimaAI Product warranty and/or AzimaAI Support Services, as specified in the applicable documentation; (e) products not sold by AzimaAI that are attached to or used with AzimaAI DLI's Products, even if said non-AzimaAI or non-authorized products were sold by one of AzimaAI DLI's authorized resellers; (f) the Customer's failure to provide a proper environment for the AzimaAI Product(s) (within the range of tolerances listed in the applicable AzimaAI product specifications). At AzimaAI DLI's sole discretion, AzimaAI may limit or exclude technical support services on products which are not current, as defined by paragraph 4c or when a product has reached support end-of-life as defined by a published AzimaAI Product End of Life announcement.
- b) Technical Support Services offerings further do not include the following:
  - (a) Step-by-step assistance with setup or maintenance of databases used with AzimaAI products.
  - (b) Step-by-step replication assistance or routine product upgrades.
  - (c) On-site or professional services.
  - (d) Customer-requested modification of firmware, software or hardware.
  - (e) Analysis services.
- c) AzimaAI may limit or terminate Technical Support Services or may elect not to renew a Service and Support Agreement if Customer uses the service in an irregular, excessive, abusive or fraudulent manner. Examples of such use include a high number of support requests that concern previously resolved issues and/or general usability, repeated posing of questions to which the answer is readily found in Product documentation, and discussion of issues that are not related to technical support. Coverage is non-transferable and is valid for the Customer only. Resale or transfer of support plans is strictly prohibited, and will be grounds for termination or non-renewal of support.
- d) **Telephone Support.** Products for which telephone support is requested must be covered by an active AzimaAI Service and Support Agreement or be covered by the original warranty received with the product purchase. If the Customer's Service and Support Agreement has expired, please contact AzimaAI to reinstate support if the product is eligible for a Service and Support Agreement. If the Customer's original product warranty has expired, the Customer must purchase a Service and Support Agreement to continue to receive telephone-based technical support. Availability and scope of Telephone Support is additionally subject to all other hardware and software limitations and conditions defined in this document.

#### 4. Hardware Repairs and Replacements under Service and Support Agreements (SSAs)

- a) When the AzimaAI representative determines a repair or replacement under an SSA is needed, the customer will be provided with an RMA number for reference and which needs to be provided with the product being returned. Shipping costs to AzimaAI are paid by the customer. AzimaAI will pay the shipping charges to return the repaired or replaced unit to the Customer. The Customer is responsible for backing up or deleting any and all of its data on the returned product prior to the being shipped back to AzimaAI DLI. AzimaAI shall neither be liable nor responsible for any data Customer leaves on the returned product. If the product being repaired contains an unsupported version of firmware or software, and the product repair requires re-installation of firmware or software, AzimaAI will return the repaired product with a version of firmware or software that is currently supported by AzimaAI DLI. In some cases, this may make the repaired product incompatible with Customer's other, similar products and/or existing databases. In these cases, AzimaAI will provide guidance and assistance with identifying solution options which may be at additional cost to the Customer.
- b) Instruments returned under warranty will be repaired or replaced at no charge. **An RMA (Return Material Authorization) number must be obtained from AzimaAI before returning equipment.** Please write the RMA number on the equipment shipping container or label.
- c) AzimaAI maintains repair and calibration support for out of warranty instruments as long as parts are available. Contact AzimaAI for repair and shop time charges. Return shipping will be paid by AzimaAI and added to the service invoice. Be sure to obtain an RMA number from AzimaAI before returning equipment. Please refer to the End-of-Life statement in this document for additional information.
- d) **Use of Refurbished Material.** AzimaAI reserves the right to use, at its discretion, refurbished material in providing replacement parts under terms of the hardware-related services. Such replacement parts shall function in an equivalent manner to, or better than, the original parts which they are intended replace.
- e) **Software and Firmware Updates and Version Maintenance.** Customer shall be responsible for maintaining software and firmware versions on its AzimaAI Product(s) to levels consistent with the minimum supported versions. As standard policy, AzimaAI DLI's support obligation extends only to the three most recent significant releases of the then shipping software (current version plus previous two version), inclusive of all drivers and firmware associated with these significant releases. Significant releases are signified by the first significant digit in the software/firmware version string. For example, the significant release version designated 3.50 would include versions 3.51, 3.52, etc. as applicable. Version 3.60 or 4.0 would indicate the next significant release. Failure to maintain AzimaAI Product software to these supported versions may result in loss of Technical Support for the product and/or ineligibility of the product for SSA coverage or updates.

- f) **Database Management and Restoration.** AzimaAI will use reasonable effort to save and restore the most recently accessed database that is stored in the standard file location during the course of a repair. Upon restoration, the apparent database will be registered for use with the ODBC Administrator. If multiple databases exist, AzimaAI makes no assumptions to the database of record for the user. It should be noted that the AzimaAI hardware are considered instruments and as such, database management is the responsibility of the user. The service technicians may elect to restore an instrument to its factory image in the performance of a repair. Backup and recovery of databases are the sole responsibility of the end user.
- g) **Hardware Viruses.** During service work of tablet-based AzimaAI instruments, our service shop technicians will perform anti-virus verification. If a virus is discovered, our policy is to notify the owner of the instrument the following recommended solution. The safest and most certain way to combat an infection is to completely restore the operating system from a safe image. This is our default offering. The infected drive will be removed, thoroughly cleaned or replaced, and then restored with a factory-default image. Our service technicians will use reasonable effort to save and clean the most recently accessed database that is stored in the standard folder on the drive. The database will be tested for viruses and then restored or copied to disk. This resolution is covered by these Product Terms and Conditions. Once the drives are restored to the factory image, the customer may need to re-install any additional software or re-register databases with the ODBC Administrator. Replicating databases may need to be re-configured. AzimaAI will use reasonable effort to disinfect or remove any viruses that are discovered on the system. We cannot, however, ensure that the virus infection did not cause other harm to the file structure of other systems to which the instrument connects. It is highly recommended that the owner of the instrument scan any portable media (USB drives), networks, or other devices for potential virus. Microsoft's anti-virus software is recommended for TRIO, DCX and DCA-60 which connect to a network and is available for download from [www.microsoft.com](http://www.microsoft.com).

## 5. Reliability as a Service (RaaS)

- a) AzimaAI will offer management of the served database at the AzimaAI data center. Accessibility to the database at the AzimaAI data center may require some amount of local IT support as each corporation's firewall or network settings differ. AzimaAI will provide basic IT assistance to make the necessary network connections.
- b) RaaS requires users to maintain a subscription to any locally installed versions of ExpertALERT. Customers who have previously purchased licenses to use ExpertALERT must suspend the use of the commercial desktop application. RaaS utilizes a version of ExpertALERT managed for compatibility with the Watchman Reliability Portal. The purchased license of ExpertALERT will be retained on file for in the event a customer decides to cease use of RaaS.

- c) All hardware and software which will connect to or through the database hosted at the AzimaAI data center must remain in an active service and support agreement (SSA). This includes portable data collectors and permanently installed online systems (Sprite).
- d) Urgent Analysis and Second Opinion support is available to customers within the RaaS program. Customers who require assistance with setting up machinery, data collection, or analysis must use the Second Opinion button as available through the ExpertALERT Remote Application. Upon receipt, an analyst from AzimaAI or its representatives will contact the customer as indicated within 1 business day or 48 hours, whichever greater.
- e) Termination of RaaS prior to the term established in the sales order contract may result in early termination fees equal to, but not exceeding, the total cost of contract.
- f) The servers and systems are secured and monitored to ensure a safe computing environment. User sessions are encrypted. Access to the servers is controlled by firewalls, user rights, and password management. More information about system security can be provided upon request.

#### **6. Non-Supported Product Statement**

- a) AzimaAI may discontinue a product without written notice to the customer.
- b) Details about the status of all AzimaAI products can be obtained by contacting the AzimaAI Technical Support or local sales representative.
- c) When a product is discontinued, the terms and conditions of its existing warranty will convert to the established terms and conditions of the Service and Support Agreement for Limited Hardware Availability.
- d) Discontinued products may transition into a limited service availability period for a term of typically 5 years, subject to the availability of parts and service. This term will be stated in the details available on the AzimaAI website. Limited support beyond this period is on a case-by-case basis.
- e) SSA renewals for discontinued products may be limited to one-time opportunities.

7. **Repair Service Warranty.** AzimaAI warrants that any replacement part or product repair will be free from defects in materials and workmanship under normal use for a period of 90 days from the date of repair, to include parts and labor. This warranty only applies to the repair performed and does not apply to the unit as a whole.



## 8. Software and Firmware License Agreement

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**The customer must agree to the terms and conditions as stated in the “Azima DLI Support, Warranty Agreement.” These terms are subject to change, refer to [www.AzimaDLI.com/warranty](http://www.AzimaDLI.com/warranty) for the latest information.**