



AYYEKA TECHNOLOGIES LTD.

WAVELET KIT HARDWARE LIMITED

1-YEAR WARRANTY

IMPORTANT: BY USING YOUR AYYEKA TECHNOLOGIES-BRANDED HARDWARE, YOU ARE AGREEING TO BE BOUND BY THE TERMS OF THE AYYEKA TECHNOLOGIES 1-YEAR LIMITED WARRANTY ("WARRANTY") AS SET OUT BELOW.

DO NOT USE AYYEKA TECHNOLOGIES HARDWARE UNTIL YOU HAVE READ THE TERMS OF THE WARRANTY.

AYYEKA TECHNOLOGIES LTD. (HEREAFTER REFERRED TO AS "AYYEKA TECHNOLOGIES," "WE," OR "US") WARRANTS THE AYYEKA TECHNOLOGIES-BRANDED HARDWARE AND PARTS CONTAINED IN THE ORIGINAL PACKAGING (HEREAFTER "WAVELET KIT") AGAINST DEFECTS IN MATERIALS AND WORKMANSHIP FOR A PERIOD OF ONE (1) YEAR FROM THE DATE OF ORIGINAL RETAIL PURCHASE BY THE END-USER PURCHASER ("WARRANTY PERIOD").

THIS WARRANTY GIVES YOU SPECIFIC LEGAL RIGHTS, AND YOU MAY HAVE OTHER RIGHTS THAT VARY FROM STATE TO STATE (OR BY COUNTRY OR PROVINCE). OTHER THAN AS PERMITTED BY LAW, AYYEKA TECHNOLOGIES DOES NOT EXCLUDE, LIMIT OR SUSPEND OTHER RIGHTS YOU MAY HAVE, INCLUDING THOSE THAT MAY ARISE FROM THE NONCONFORMITY OF A SALES CONTRACT. FOR A FULL UNDERSTANDING OF YOUR RIGHTS YOU SHOULD CONSULT THE LAWS OF YOUR COUNTRY, PROVINCE OR STATE.

1. What is Covered by Warranty

Ayyeka Technologies-branded Wavelet Kits as defined below shall be free from defects in materials and workmanship for a period of one (1) year.

The following components/parts of Wavelet Kits shall be covered by this Warranty:

- (i) Mechanical enclosure and connectors
- (ii) Internal flash memory
- (iii) Global SIM card
- (iv) Internal and/or external antennae
- (v) Sensor inputs
- (vi) Sensor channels

2. What is Not Covered by Warranty

This Warranty does not apply to certain non-Ayyeka Technologies branded hardware products or parts, even if packaged or sold with Ayyeka Technologies hardware. These third-party products include sensors and samplers manufactured ("OEMs"). Further, this Warranty does not apply to any software sold and/or furnished as part of Ayyeka Technologies Wavelet Kits. OEMs, suppliers, or publishers, other than Ayyeka Technologies, may provide their own warranties to you – please contact them for further information. Software distributed by Ayyeka Technologies with or without the Ayyeka Technologies brand (including, but not limited to User Interface software) is not covered by this Warranty. Please refer to the End-User License Agreement accompanying the software for details of your rights with respect to its use. Ayyeka Technologies does not warrant that the operation of the Wavelet Kit will be uninterrupted or error-free. Ayyeka Technologies is not responsible for damage arising from failure to follow instructions relating to the Ayyeka Technologies Wavelet Kits' use.

This Warranty does not apply to: (a) consumable parts, such as batteries that are designed to diminish over time, unless failure has occurred due to a defect in materials or workmanship; (b) cosmetic damage, including but not limited to scratches, dents and broken plastic on connectors and/or ports; (c) damage caused by use with another product other than the third-party products shipped by Ayyeka Technologies or one of our distributors, agents or affiliates; (d) damage caused by accident, abuse, misuse, liquid contact, lightning strikes, volcanic eruptions, earthquakes, flooding, wind, snow, hail, and other weather related elements or other external cause; (e) damage caused by service (including upgrades and expansions) performed by anyone who is not a representative of Ayyeka Technologies; (f) part(s) that have modified to alter functionality or capability of the Wavelet Kit

without the express written permission of Ayyeka Technologies; (g) defects caused by normal wear and tear or otherwise due to the normal aging of the Wavelet Kit, or (h) if any serial number has been removed or defaced from the Wavelet Kit.

3. Warranty Limitations

THESE WARRANTIES DO NOT APPLY TO ANY WAVELET KIT OR PART THAT HAS BEEN DAMAGED BY NEGLIGENCE, ACCIDENT OR MISUSE BY ANY PERSON. THESE WARRANTIES DO NOT APPLY TO ANY WAVELET KIT THAT HAS BEEN DAMAGED BY ACTS BEYOND AYYEKA TECHNOLOGIES' CONTROL, INCLUDING DAMAGE CAUSED BY LIGHTNING STRIKES, VOLCANIC ERUPTIONS, EARTHQUAKES, FLOODING, WIND, SNOW, HAIL, OTHER WEATHER RELATED ELEMENTS, OR ANY OTHER ACTS OF GOD. IN ADDITION, THESE WARRANTIES DO NOT APPLY TO ANY WAVELET KIT THAT HAS BEEN REPAIRED, ALTERED, SERVICED, OR MODIFIED BY AN UNAUTHORIZED PERSON.

THERE ARE NO OTHER WARRANTIES, EXPRESS OR IMPLIED, WHICH EXTEND BEYOND THE FACE HEREOF; AYYEKA TECHNOLOGIES MAKES NO WARRANTIES OF MERCHANTABILITY OR OF FITNESS FOR ANY PARTICULAR PURPOSE.

AYYEKA TECHNOLOGIES' ENTIRE OBLIGATION AND LIABILITY UNDER THIS WARRANTY IS EXPRESSLY LIMITED TO EITHER REPAIRING AND REPLACING, AT AYYEKA TECHNOLOGIES'S OPTION, ANY WAVELET KIT FOUND TO BE DEFECTIVE OR OTHERWISE NOT IN CONFORMITY WITH THIS WARRANTY. THE OBLIGATION TO REPAIR OR REPLACE SHALL TERMINATE WHEN THE WARRANTY PERIOD EXPIRES.

UNLESS OTHERWISE PROHIBITED BY LAW, AYYEKA TECHNOLOGIES' MAXIMUM LIABILITY IN DAMAGES TO CUSTOMER, FROM WHATEVER SOURCE, INCLUDING ANY BREACH OF CONTRACT OR WARRANTY, SHALL BE LIMITED TO THE DIFFERENCE BETWEEN THE DELIVERY PRICE OF THE WAVELET KIT AND THE MARKET PRICE OF SUCH WAVELET KIT AT CUSTOMER'S DESTINATION AT THE TIME OF SUCH BREACH. IN NO EVENT SHALL AYYEKA TECHNOLOGIES BE LIABLE FOR DEATH, PERSONAL INJURY, PROPERTY DAMAGE, LOSS OF PROFIT, DELAY, OR ANY PUNITIVE, INCIDENTAL OR CONSEQUENTIAL DAMAGES WHETHER ARISING FROM CONTRACT, BREACH OF CONTRACT, TORT, AYYEKA TECHNOLOGIES NEGLIGENCE, STRICT LIABILITY OR THE BREACH OF ANY EXPRESS OR IMPLIED WARRANTY.

THE FOREGOING LIMITATION SHALL NOT APPLY TO DEATH OR PERSONAL INJURY CLAIMS, OR ANY STATUTORY LIABILITY FOR INTENTIONAL AND GROSS NEGLIGENT ACTS AND/OR OMISSIONS. AYYEKA TECHNOLOGIES DISCLAIMS ANY REPRESENTATION THAT IT WILL BE ABLE TO REPAIR ANY AYYEKA TECHNOLOGIES WAVELET KIT OR PART(S) UNDER THIS WARRANTY OR REPLACE THE AYYEKA TECHNOLOGIES WAVELET KIT OR PART(S) WITHOUT RISK TO OR LOSS OF INFORMATION STORED IN THE WAVELET KIT.

TO THE EXTENT PERMITTED BY LAW, THIS WARRANTY AND THE REMEDIES SET FORTH ARE EXCLUSIVE AND IN LIEU OF ALL OTHER WARRANTIES, REMEDIES AND CONDITIONS, WHETHER ORAL, WRITTEN, STATUTORY, EXPRESS OR IMPLIED. AYYEKA TECHNOLOGIES DISCLAIMS ALL STATUTORY AND IMPLIED WARRANTIES, INCLUDING WITHOUT LIMITATION, WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE AND WARRANTIES AGAINST HIDDEN OR LATENT DEFECTS, TO THE EXTENT PERMITTED BY LAW. IN SO FAR AS SUCH WARRANTIES CANNOT BE DISCLAIMED, AYYEKA TECHNOLOGIES LIMITS THE DURATION AND REMEDIES OF SUCH WARRANTIES TO THE DURATION OF THIS EXPRESS WARRANTY AND, AT AYYEKA TECHNOLOGIES' OPTION, THE REPAIR OR REPLACEMENT SERVICES DESCRIBED BELOW. SOME STATES (COUNTRIES AND PROVINCES) DO NOT ALLOW LIMITATIONS ON HOW LONG AN IMPLIED WARRANTY (OR CONDITION) MAY LAST, SO THE LIMITATION DESCRIBED ABOVE MAY NOT APPLY TO YOU.

4. Your Responsibilities

Before receiving warranty service, Ayyeka Technologies or its agents or affiliates may require that you furnish proof of purchase details, respond to questions designed to assist with diagnosing potential issues and follow Ayyeka Technologies' procedures for obtaining warranty service.

During warranty service it is possible the contents of the Wavelet Kit storage media will be lost, replaced or reformatted. Ayyeka Technologies and its agents or affiliates are not responsible for any loss of software programs, data or other information contained on the storage media or any other part of the Wavelet Kit serviced.

Following warranty service your Wavelet Kit or replacement Wavelet Kit will be returned to you as your Wavelet Kit was configured when originally purchased, subject to applicable updates. You will be responsible for reinstalling the Wavelet Kit. Recovery and reinstallation of other software programs, data and information are not covered under this Warranty.

5. Breach of Warranty

If during the Warranty Period you submit a valid claim to Ayyeka Technologies or an agent or affiliate, Ayyeka Technologies will, at its option, (i) repair the Wavelet Kit using new or previously used parts that are equivalent to new in performance and reliability, (ii) replace the Ayyeka Wavelet Kit with one that is functionally equivalent to the Wavelet Kit and is formed from new and/or previously used parts that are equivalent to new in performance and reliability, or (iii) exchange the Wavelet Kit for a refund of your purchase price.

Ayyeka Technologies may request that you replace certain user-installable parts or Ayyeka Technologies branded hardware. A replacement part or Wavelet Kit, including a user-installable part that has been installed in accordance with instructions provided by Ayyeka Technologies, assumes the remaining term of the Warranty or ninety (90) days from the date of replacement or repair, whichever provides longer coverage for you. When a Wavelet Kit or part is replaced or a refund provided, any replacement item becomes your property and the replaced or refunded item becomes Ayyeka Technologies' property.

6. Warranty Service Options

In order to receive warranty service, you must first contact Ayyeka Technologies Customer Service staff using the contact information provided below for a Return Materials Authorization (RMA) number.

Ayyeka Technologies will provide warranty service through one or more of the following options defined below:

- (i) Mail in service. If Ayyeka Technologies determines that your Ayyeka Technologies branded hardware is eligible for mail-in service, Ayyeka Technologies will send you prepaid waybills and if applicable, packaging material, so that you may ship your Ayyeka Technologies branded hardware to an Ayyeka Technologies location in accordance with our instructions. Once service is complete, the Ayyeka Technologies service location will return the Ayyeka Technologies branded hardware and/or component to you. Ayyeka Technologies will pay for shipping to and from your location if all instructions are followed

Ayyeka Technologies Customer Service staff must be contacted for a Return Materials Authorization (RMA) number and shipping instructions prior to shipment to Ayyeka Technologies.

The Wavelet Kit must be shipped, postage prepaid, to Ayyeka Technologies and must show the RMA number on the inside and outside of the package.

- (ii) Do-it-yourself (DIY) parts service. DIY parts service allows you to service your own Ayyeka Technologies branded hardware. If DIY parts service is available in the circumstances, the following process will apply.
 - (a) Service where Ayyeka Technologies requires return of the replaced Wavelet Kit or part(s). Ayyeka Technologies may require a credit card authorization as security for the retail price of the replacement Wavelet Kit or part and applicable shipping costs. If you are unable to provide credit card authorization, DIY parts service may not be available to you and Ayyeka Technologies will offer alternative arrangements for service. Ayyeka Technologies will ship a replacement Wavelet or part to you with installation instructions, if applicable, and any requirements for the return of the replaced Wavelet Kit or part(s) or part. If you follow the instructions, Ayyeka Technologies will cancel the credit card authorization, and you will not be charged for the Wavelet Kit or part and shipping to and from your location. If you fail to return the replaced Wavelet Kit or part as instructed or return a replaced part that is ineligible for service, Ayyeka Technologies will charge your credit card for the authorized amount.
 - (b) Service where Ayyeka Technologies does not require return of the replaced Wavelet Kit or part(s). Ayyeka Technologies will ship to you free of charge a replacement Wavelet Kit or part(s) accompanied by installation instructions, if applicable, and any requirements for the disposal of the replaced Wavelet Kit or part.
 - (c) Ayyeka Technologies is not responsible for any labor costs incurred relating to DIY parts service. Should you require further assistance, contact Ayyeka Technologies at the telephone number listed below.

Ayyeka Technologies reserves the right to change the method by which Ayyeka Technologies may provide warranty service to

you, and your Wavelet Kit's eligibility to receive a particular method of service. Service will be limited to the options available in the country where service is requested. Service options, parts availability and response times may vary according to country. You may be responsible for shipping and handling charges if the Wavelet Kit cannot be serviced in the country it is in. If you seek service in a country that is not the country of purchase, you will comply with all applicable import and export laws and regulations and be responsible for all custom duties, V.A.T. and other associated taxes and charges. For international service, Ayyeka Technologies may repair or replace Wavelet Kit and parts with comparable Wavelet Kit and parts that comply with local standards.

Ayyeka Technologies will repair, or, at its option, replace at no charge, components that have proven to be defective during the applicable warranty period.

To Contact Ayyeka Technologies Customer Service:

Email: support@ayyeka.com

Phone: +1 (310) 876-8040 (US)

7. Privacy

Ayyeka Technologies will maintain and use customer information in accordance with the Ayyeka Technologies Privacy Policy available at www.ayyeka.com/legal/privacy.

8. Modifications

No Ayyeka Technologies reseller, agent, or employee is authorized to make any modification, extension, or addition to this Warranty. If any term is held to be illegal or unenforceable, the legality or enforceability of the remaining terms shall not be affected or impaired. This Warranty is governed by and construed under the laws of the country in which the Wavelet Kit purchase took place. Ayyeka Technologies or its successor in title is the warrantor under this Warranty.

9. Governing Law & Jurisdiction

This Agreement shall be construed and governed in accordance with the laws of Israel without regard to conflict of law provisions, and only the competent courts of Tel-Aviv, Israel shall have jurisdiction in any conflict or dispute arising out of this Agreement. The application of the United Nations Convention of Contracts for the International Sale of Goods is expressly excluded herein. The failure of either party to enforce any rights granted hereunder or to take action against the other party in the event of any breach hereunder shall not be deemed a waiver by that party as to subsequent enforcement of rights or subsequent actions in the event of future breaches.

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