

## **LIMITED 3 YEAR WARRANTY**

Amulet Hotkey, Ltd (“**AHK**”) remote access, KVM and GPU accelerator products are carefully manufactured and tested before shipment to assure you (the “**Customer**”) of the highest quality. AHK warrants that, subject to all of the terms and conditions herein, the AHK products, as well as hardware accessories bundled with the product package or sold separately which are identified in the Amulet Hotkey Product Warranty Table as including a Hardware Warranty, (collectively, the “**Warranted Products**” or each a “**Warranted Product**”) shall be free from hardware defects in materials and workmanship during the specified Warranty Period defined below (the “**Warranty**”).

**Warranty Period.** This Warranty is for a period of 3 years from the date of original purchase of a Warranted Product new from either AHK or an AHK authorized reseller (as applicable, the “**Vendor**”), by you (the “**Warranty Period**”).

**Third Party Products.** AHK is not responsible for, and Warranty service herein does not cover, hardware, systems, components and/or peripherals not manufactured by the AHK (“**Third Party Hardware**”), including without limitation, products manufactured by third parties that are installed as part of a system with the Warranted Products or products external to the central processor unit, such as external storage subsystems, printers, and other peripherals. Customer agrees to look to the manufacturer of such Third Party Hardware for any applicable warranty coverage, and acknowledges such warranty coverage, if any, may be subject to separate terms and conditions provided by the manufacturers of such Third Party Hardware and proof of purchase requirements.

AHK is not responsible for, and Warranty service herein does not cover, firmware or software not developed by AHK (“**Third Party Software**”), including without limitation, firmware or software manufactured by third parties that are installed as part of a system with the Warranted Products. Customer agrees to look to the manufacturer of such Third Party Software for any applicable maintenance or warranty coverage, and acknowledges such warranty coverage, if any, may be subject to separate terms and conditions provided by the manufacturers of such Third Party Software and proof of purchase requirements.

**Void or Limited Warranty.** AHK’s sole obligation under this Warranty is to replace or, at its option, to repair all the Warranted Product or its defective parts. This Warranty applies only when the product has been installed, maintained and operated under conditions of normal use and in accordance with the installation guide provided.

This Warranty shall be void and shall not apply if, in AHK’s sole judgment, the Warranted Product has been altered, modified, repaired or serviced by anyone other than service facilities authorized by AHK, if the serial number on the Warranted Product has been altered or removed, or if the Warranted Product has been subject to misuse, neglect, improper installation, damaged in an accident. In addition, this Warranty does not apply to defects resulting from:

- (i) use of unauthorized Third Party Software, interfacing, supplies, or consumable materials;
- (ii) use of Third Party Hardware;
- (iii) use of parts, software or other products not supplied new by AHK or an AHK authorized reseller;
- (iv) operation outside of the published operating specifications for the Warranted Product, including but not limited to, improper temperature control or improper power;
- (v) improper site preparations or maintenance;
- (vi) virus infections;
- (vii) lightning strikes, power surges, acts of God, acts of Terrorism, nuclear disaster, or any other cause outside the reasonable control of AHK; and
- (viii) such other exclusions as are expressly set forth herein.

**Warranty and Related Support Services.** The following chart lists the warranty and support services related to determining service eligibility under this Warranty. It does not cover technical support that may be provided under AHK's technical support and services and/or maintenance terms. Extended warranty service, if applicable, must be ordered separately, and the terms and conditions thereof would be covered in separate documentation and therefore are not set forth in this Warranty.

Warranty service is available as to:

1. Warranted Products that are within the Warranty Period.
2. Warranted Products that meet all of the eligibility requirements, terms and conditions herein.

SERVICE FEATURE	DESCRIPTION	LIMITED SUPPORT – COVERAGE DETAILS
Global Technical Support	Customer may contact AHK to report a product problem and provide input for initial problem assessment for service eligibility.	Included for Warranted Products in order to determine Warranty service eligibility and validity.
Advanced remote troubleshooting	AHK provides advanced troubleshooting assistance beyond initial problem assessment to help identify the cause of the problem.	Not included. May be available for purchase. <a href="#">Contact us</a> for more information.
Onsite Technical Support	AHK sends authorized personnel to installation site to work on the problem after AHK has deemed Onsite Technical Support is necessary.	Not included. May be available for purchase. <a href="#">Contact us</a> for more information.
Replacement Parts Delivery	AHK provides a return to base warranty policy. Replacement parts will be provided if deemed necessary on inspection of the returned product	Included. Advanced replacement warranty included in ProCare support services. <a href="#">Contact us</a> for more information.
Third Party Collaborative Support	AHK provide a single source for all solution technical support. Providing AHK expertise and handling full escalation and collaborative support with third party solution vendors, such as Teradici, Dell, Leostream etc.	Not included. Third party collaborative support is available in ProCare Support services. <a href="#">Contact us</a> for more information.
Rights to New Releases of Firmware / Software	Where applicable, AHK supports new firmware, software, BIOS and driver releases after validating the releases made available by AHK technology partners.	Where applicable, a valid third party license or subscription may be required.  A valid NVIDIA GRID or Quadro vDWS software license may be required for products that incorporate NVIDIA Tesla GPUs. Subscriptions and renewals are available from Amulet Hotkey. <a href="#">Contact us</a> for more information.
	AHK supports new firmware / software releases after validating firmware/software releases made generally available by Teradici.  Teradici provides the rights to new firmware / software based on the Teradici subscription services.	For products that incorporate Teradici PCoIP Processors, an associated 1 year Teradici All Access subscription is included with new Product purchases.  Extended subscriptions and renewals are available for purchase from Amulet Hotkey and included in ProCare Support. <a href="#">Contact us</a> for more information.
Installation of Firmware / Software Releases	Installation of new firmware, software, BIOS and driver releases is not included.	Customer will perform the installation of new firmware, software, BIOS and driver releases. Onsite or remote professional services are available for purchase from Amulet Hotkey. <a href="#">Contact us</a> for more information.
24x7 Access to Support Resources	Customers can access AHKs product documentation and support resources on a 24x7 basis at <a href="http://www.amulethotkey.com/support/">www.amulethotkey.com/support/</a> .	Included. Registration is required.

**Warranty Service Procedures.** In order to receive warranty service hereunder, contact your local authorized reseller or visit [www.amulethotkey.com/support/](http://www.amulethotkey.com/support/) to discuss or report problems with the Warranted Products. The Warranted Product serial number must be provided to determine warranty service eligibility. You are encouraged to register your product first to facilitate the warranty process, though your failure to register does not diminish your rights under this Warranty. If your product has been determined by the AHK authorized technical support specialist to be an eligible Warranted Product and defective, he or she will provide you with instructions for obtaining warranty service, a *Return Merchandise Authorisation* (“**RMA**”) number, and instructions for shipping your defective product (“**Defective Product**”) in for warranty service. In addition, AHK will arrange shipment of a repaired/replacement product (“**Replacement Product**”), in accordance with applicable Government rules and regulatory guidelines, in advance of receiving the returned Defective Product.

You must promptly return the Defective Product, per the shipping instructions provided to you by the technical support specialist, using the original product packaging and shipping carton or, if applicable, the packaging and shipping carton containing the Replacement Product (“**Approved Packaging**”), and the RMA number must be posted prominently on the packaging. Products returned without a valid RMA number will be refused. You are responsible for all shipping costs, including but not limited to, applicable freight, duty, customs fees and taxes, to return the Defective Product. AHK will pay for the shipping of the Replacement Product.

AHK is not responsible for shipping damage incurred when products are not returned in Approved Packaging. If returned products are damaged due to unsuitable packaging, AHK will invoice you for the replacement cost of the damaged items.

**Data Protection Procedures. FAILURE OF THE WARRANTED PRODUCTS SPECIFIED ABOVE CAN RESULT IN LOSS, DELETION, CORRUPTION OR ALTERATION OF DATA (“DATA LOSS”). AHK IS NOT LIABLE FOR DATA LOSS IN CONNECTION WITH THE WARRANTED PRODUCTS, REGARDLESS OF THE CAUSE. YOU ARE RESPONSIBLE TO TAKE ALL STEPS NECESSARY OR ADVISABLE TO PROTECT AGAINST DATA LOSS, AND YOU AGREE TO MAINTAIN, AT ALL TIMES, A REGULAR, PERIODIC, AND VERIFIED BACK UP OF ALL DATA ON THE WARRANTED PRODUCT AND THE COMPUTERS AND SYSTEMS ON OR WITH WHICH THE WARRANTED PRODUCTS ARE USED.**

You acknowledge that the Warranted Products are being used in connection with, or incorporated into, other products or systems, and the ultimate safety of those products or systems are your sole responsibility, and not the responsibility of AHK. You assume all risks of and liability for any use of AHK products, including the Warranted Products, in other products or systems. By way of example, and not limitation, if you use any AHK product directly or indirectly in connection with military applications, including but not limited to strategic weapons and ancillary military operations, nuclear facilities, aircraft navigation, or communication systems, air traffic control systems or life support machines, you agree that you and/or your customers are solely responsible and agree that the use of AHK products for any purpose related to such applications or otherwise shall not in any way be controlled by AHK, and you and/or your customers are responsible for verifying the accuracy and completeness of any information contained in, entered into, or used in connection with any AHK products, including the Warranted Products.

You assume all risk and liability for use of AHK products in other products or systems. In addition, AHK is not responsible for any archival, backup or disaster recovery services. In no event shall AHK be liable for any damages of any kind sustained by Customer, any customer of Customer, any patient, or others for any suit or claim or demand arising from or related to the exercise of professional judgment and skill, or data entered into or used with the AHK products.



## Hardware Warranty

AHK and its authorized reseller/service providers delete all information on storage devices returned to it and them, but do not guaranty that they will do so. AHK shall not be liable for the deletion or destruction, or failure to delete or destroy, any information, including without limitation data and software, left on the product by the Customer.

**WARRANTY DISCLAIMER.** TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW AND EXCEPT FOR THE TERMS AND CONDITIONS OF THIS WARRANTY EXPRESSLY SET FORTH HEREIN, THE VENDOR DISCLAIMS ALL OTHER REPRESENTATIONS, WARRANTIES AND CONDITIONS, EITHER EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO IMPLIED REPRESENTATIONS, WARRANTIES OR CONDITIONS OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, SATISFACTORY QUALITY, SUITABILITY AND/OR NON INFRINGEMENT OF THIRD PARTY INTELLECTUAL PROPERTY RIGHTS.

**LIMITATION OF LIABILITIES.** TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT SHALL AHK BE LIABLE FOR ANY SPECIAL, INCIDENTAL, CONSEQUENTIAL OR INDIRECT DAMAGES WHATSOEVER (INCLUDING WITHOUT LIMITATION, DAMAGES FOR LOSS OF BUSINESS PROFITS, BUSINESS INTERRUPTION, LOSS OF DATA OR BUSINESS INFORMATION, LOSS OF USE OR ANY OTHER PECUNIARY LOSS) ARISING OUT OF: (1) THE USE OF OR INABILITY TO USE ANY AHK PRODUCT (INCLUDING BUT NOT LIMITED TO, THE WARRANTED PRODUCTS); (2) THIS WARRANTY OR THE PROVISION OF OR FAILURE TO PROVIDE WARRANTY SERVICE; IN CASE OF EACH OF (1) OR (2) ABOVE, WHETHER BASED IN CONTRACT, TORT OR OTHERWISE, EVEN IF AHK OR AN AHK AUTHORIZED RESELLER HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. SOME JURISDICTIONS MAY NOT ALLOW DISCLAIMERS OF WARRANTIES OR LIMITATIONS OF LIABILITIES TO THE FULL EXTENT SET FORTH ABOVE. IN NO EVENT SHALL AHK'S LIABILITY EXCEED THE PURCHASE PRICE OF THE DEFECTIVE PRODUCT.

THIS WARRANTY MAY NOT BE EXTENDED OR MODIFIED EXCEPT BY A WRITTEN INSTRUMENT DULY SIGNED BY AN AUTHORIZED MANAGER OF AHK. AHK RESERVES THE RIGHT TO MODIFY ITS WARRANTIES AT ANY TIME, IN ITS SOLE DISCRETION WITHOUT PRIOR NOTICE.

**GOVERNING LAW; CHOICE OF FORUM.** This Warranty gives you specific legal rights. You may also have rights which vary from jurisdiction to jurisdiction. You hereby agree to all terms of this Warranty in the English language. The United Nations Convention on Contracts for the International Sale of Goods does not apply to this Warranty and is strictly excluded. This Agreement and any disputes that may arise from it shall be governed by the laws of England. Customer hereby consents to the exclusive jurisdiction of the English Courts for any claim or any lawsuit filed there arising from or related to the provisions of this warranty agreement.

For more information visit <https://www.amulethotkey.com>.

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