

**DROBOCARE PARTNER SUPPORT  
SERVICES TERMS AND CONDITIONS  
Asia Pacific Authorized Providers**

These DroboCare Partner Support Services Terms and Conditions govern the provision of DroboCare Services as set forth below ("DroboCare Services Terms and Conditions") by Provider to the original end user purchaser of the Product ("You"), and constitute the contract between and Provider and You.

**A. COVERAGE.**

**A.1** "DroboCare Services" are those services provided for hardware products manufactured by or for Data Robotics, Inc. ("Manufacturer") that can be identified by the "Data Robotics" trademark, trade name, or logo affixed to them ("Products") as described in these DroboCare Services Terms and Conditions. DroboCare Services do not include those standard warranty services offered by Manufacturer for the Products contained in the packaging of the applicable Product ("Standard Warranty").

**A.2** The party from whom You purchased DroboCare Services, and to whom You paid for DroboCare Services ("Provider") is solely and exclusively responsible for providing DroboCare Services to You. Notwithstanding anything to the contrary, Manufacturer has no responsibility to You regarding support, including provision of DroboCare Services, for any product, including Products, except as explicitly set forth in the Standard Warranty.

**A.3** DroboCare Services obligations are limited, and are as set forth herein. DroboCare Services: (i) are available for purchase only by You; (ii) if purchased within thirty (30) days of the purchase of the underlying Product, are available for a one year period or a three year period; and (iii) if not purchased within thirty (30) days of the purchase of the underlying Product, and as long as the underlying product is still being sold, is available for a three (3) year period and will commence on the purchase date of the underlying product (iv) are provided during the term for which You paid for DroboCare Services, commencing on the earlier of: (a) thirty days after the date DroboCare Services was purchased by You; or (b) the date You register/activate Your DroboCare Services ("DroboCare Term"); (v) are to be accessed and used only by You; and (vi) may not be transferred to another party or another country.

**A.4** DroboCare Services will be provided only within the country from which DroboCare was shipped. Service options, parts availability and response times will vary from country to country. Subject to applicable law, Data Robotics may require that You furnish proof of purchase details and/or comply with registration requirements before receiving DroboCare Services.

**B. REGISTRATION.** Upon receipt of Your order, Provider will register You. You will receive confirmation of registration, and are advised to review such confirmation, and promptly contact the Provider in the event of any questions.

**C. ACCESSING DROBOCARE SERVICES.**

**C.1** Product Repair. Subject to the terms and conditions herein, if a Product defect arises and a valid claim is received within the DroboCare Term, at its option, Provider will either: (1) repair the hardware defect at no charge, using new or refurbished replacement parts; or (2) exchange the Product with a Product that is new or which has been manufactured from new or serviceable used parts and is at least functionally equivalent to the original Product; or (3) refund the purchase price of the Product, provided the Product for which the refund is provided is returned to Provider. All Products and parts thereto that are replaced as part of DroboCare Services become Provider's property.

**C.2** Product Repair Process. In the event the Product is defective, You may contact Provider via its website or by telephone (see provider website for telephone numbers). You are required to provide Your Product serial number, date of Product purchase, date of DroboCare Services purchase, if applicable, description of the performance of the Product, and any other information reasonably requested by Provider, and follow instructions reasonably given by Provider.

No Product may be returned directly to Provider without first contacting Provider (see provider website for contact information) for a Return Material Authorization ("RMA") number. An unauthorized return, i.e. one for which an RMA number has not been issued, will be returned to the sender at the sender's expense. If it is determined that the Product may be defective and it is necessary for it to be returned, You will be given an RMA number and instructions for Product return. Upon issuance of the RMA number: (i) Provider will promptly send to You a replacement Product; and (ii) You agree to promptly return Your Product at issue within seven (7) days of issuance of the RMA number.

**C.3** Technical Support. During the applicable DroboCare Term, You are entitled to access Manufacturer's online help resources to address any question about the Product ("Online Help Resources"), provided You're a current compliant subscriber to DroboCare Services. If the Online Help Resources do not address the support issue, You are entitled to request technical Product support online via providers or by calling provider's Technical Support department. (Telephone numbers are listed at provider website).

**D. EXCLUSIONS AND LIMITATIONS.**

**D.1** DroboCare Services are not provided for any non-Products, including, without limitation, any third party hardware products or any software, even if packaged or sold with Manufacturer hardware. Software distributed by Manufacturer or a Manufacturer Authorized Reseller with or without the Manufacturer brand name (including, but not limited to system software) is not covered under DroboCare Services. Refer to the licensing agreement accompanying the software for details of rights with respect to its use. Provider does not warrant that the operation of the Product will be uninterrupted or error-free. Provider is not responsible for damage arising from failure to follow instructions relating to the Product's use.

**D.2** DroboCare Services do not cover: (a) damage caused by use with non-Products; (b) damages caused by accident, abuse, or misuse; (c) damages caused by operating the Product outside the permitted or intended uses described by Manufacturer; (d) damages caused by service (including upgrades and expansions) performed by a party other than an authorized representative of Manufacturer or a Manufacturer Authorized Reseller; (e) Product or portions thereof that have been modified to significantly alter functionality or capability without the written permission of Manufacturer; (f) damages caused by flood, fire, earthquake or other external causes; (g) Products upon which the Manufacturer serial number or the sticker placed on the Product that reads "Warranty void if removed", or portion thereof, has been removed, altered or defaced; (h) service necessary to comply with the regulations of any government body or agency arising after the date of retail purchase by You; (i) Product that is lost or stolen, or is otherwise not received by Provider in its entirety; (j) damage caused by normal wear and tear, and by normal aging, including, without limitation, cosmetic damage; or (k) preventative maintenance on the Products.

**D.3** TO THE EXTENT PERMITTED BY LAW, AND EXCEPT AS MAY BE PROVIDED PURSUANT TO THE STANDARD WARRANTY, DROBOCARE SERVICES AND THE REMEDIES SET FORTH ABOVE ARE EXCLUSIVE AND IN LIEU OF ALL OTHER WARRANTIES, REMEDIES AND CONDITIONS, WHETHER ORAL OR WRITTEN, STATUTORY, EXPRESS OR IMPLIED, AND PROVIDER SPECIFICALLY DISCLAIMS ANY AND ALL STATUTORY OR IMPLIED WARRANTIES AND CONDITIONS, INCLUDING, WITHOUT LIMITATION, THOSE OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, MERCHANTABILITY, QUALITY, AND THOSE AGAINST HIDDEN OR LATENT DEFECTS. IF PROVIDER CANNOT LAWFULLY DISCLAIM STATUTORY OR IMPLIED WARRANTIES AND CONDITIONS, THEN TO THE EXTENT PERMITTED BY LAW, ALL SUCH WARRANTIES SHALL BE LIMITED IN DURATION TO THE WARRANTY PERIOD AND TO REPAIR OR REPLACEMENT SERVICE AS DETERMINED BY PROVIDER IN ITS SOLE DISCRETION.

D.4 TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, PROVIDER AND ITS EMPLOYEES AND AGENTS WILL UNDER NO CIRCUMSTANCES BE LIABLE TO YOU OR ANY OTHER PARTY FOR ANY SPECIAL, INDIRECT OR CONSEQUENTIAL DAMAGES RESULTING FROM OR ARISING OUT OF PROVIDER'S OBLIGATIONS PURSUANT TO THESE DROBOCARE SERVICES TERMS AND CONDITIONS, OR PROVIDER'S ACTIONS OR INACTIONS RELATED TO THE DROBOCARE SERVICES, INCLUDING BUT NOT LIMITED TO LOSS OF USE; LOSS OF REVENUE; LOSS OF ACTUAL OR ANTICIPATED PROFITS (INCLUDING LOSS OF PROFITS ON CONTRACTS); LOSS OF THE USE OF MONEY; LOSS OF ANTICIPATED SAVINGS; LOSS OF BUSINESS; LOSS OF OPPORTUNITY; LOSS OF GOODWILL; LOSS OF REPUTATION; LOSS OF, DAMAGE TO, OR CORRUPTION OF, DATA; OR ANY INDIRECT OR CONSEQUENTIAL LOSS OR DAMAGE HOWSOEVER CAUSED INCLUDING THE REPLACEMENT OF EQUIPMENT AND PROPERTY, ANY COSTS OF RECOVERING, PROGRAMMING, OR REPRODUCING ANY PROGRAM OR DATA STORED OR USED WITH THE PRODUCT(S) AND ANY FAILURE TO MAINTAIN THE CONFIDENTIALITY OF DATA STORED ON THE PRODUCT(S). TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, THE LIMIT OF PROVIDER AND ITS EMPLOYEES AND AGENT'S LIABILITY TO YOU ARISING UNDER THE DROBOCARE SERVICES SHALL NOT EXCEED THE ORIGINAL PRICE PAID FOR THE DROBOCARE SERVICES. THE FOREGOING LIMITATION SHALL NOT APPLY TO DEATH OR PERSONAL INJURY CLAIMS. PROVIDER DISCLAIMS ANY REPRESENTATION THAT IT WILL BE ABLE TO REPAIR ANY PRODUCT UNDER DROBOCARE SERVICES OR MAKE A PRODUCT EXCHANGE WITHOUT RISK TO OR LOSS OF THE PROGRAMS OR DATA.

E. CONSUMER PROTECTION LAWS. FOR CONSUMERS WHO ARE COVERED BY CONSUMER PROTECTION LAWS OR REGULATIONS IN THEIR COUNTRY OF PURCHASE OR, IF DIFFERENT, THEIR COUNTRY OF RESIDENCE, THE BENEFITS CONFERRED BY DROBOCARE SERVICES ARE IN ADDITION TO ALL RIGHTS AND REMEDIES CONVEYED BY SUCH CONSUMER PROTECTION LAWS AND REGULATIONS. Some countries, states and provinces do not allow the exclusion or limitation of incidental or consequential damages or exclusions or limitations on the duration of implied warranties or conditions, so the above limitations or exclusions may not apply to You. These DroboCare Services Terms and Conditions give You specific legal rights, and You may also have other rights that vary by country, state or province. DroboCare Services are governed by and construed under the laws of the country in which the product purchase took place.

F. DATA PROTECTION. You should make periodic backup copies of the data and programs contained on the Product's hard drive to protect Your data and as a precaution against possible operational failures. Before delivering the Product to Provider for DroboCare Services it is Your responsibility to keep a separate backup copy of the system software, application software and data, and disable any security passwords. While the Product is receiving DroboCare Services, the data contained on the Product may be erased, lost or damaged. Provider is not responsible for any erased, lost or damaged data. You are responsible for reinstalling all such software, data and passwords. Provider is not liable for any damage to or loss of any programs, data, or other information stored on any media, or any non-Product or part not covered by DroboCare Services. Recovery and reinstallation of system, application software, and user data are not covered under DroboCare Services.

G. GENERAL INFORMATION. The information contained herein is subject to change without notice. The only warranties for Manufacturer products and services are set forth in the warranty statements accompanying the products and services. Nothing herein should be construed as constituting an additional warranty. You may return DroboCare Services to the Provider within thirty (30) days of purchase at Your expense. Provider shall not be liable for technical or editorial errors or omissions contained herein.