

Limited Warranties and Warranty Service

The DigitalPersona U.are.U Integrator System (the "SYSTEM") you acquired may include: the U.are.U Sensor, (the "SENSOR"); and the U.are.U Integrator Software, the software embedded in the SENSOR and their associated media, printed material and "online" or electronic documentation (the "SOFTWARE PRODUCT"). The SOFTWARE PRODUCT is licensed, not sold, as set forth in the Installation Software screen "License Agreement".

LIMITED WARRANTY; LIMITATION OF REMEDIES

The warranties provided by DigitalPersona in this statement of limited warranty apply only to SYSTEMS you originally purchased from DigitalPersona or an authorized reseller for your personal or business use, and not for resale.

DigitalPersona warrants that the SOFTWARE PRODUCT will perform substantially in accordance with the applicable documentation and that its media will be free from defects in material and workmanship for a period of ninety (90) days from the date of original purchase. DigitalPersona does not warrant that use of the SOFTWARE PRODUCT will be uninterrupted or error-free. DigitalPersona warrants that the SENSOR will be free from defects in materials and workmanship for a period of one (1) year from the original date of purchase

If you discover an error or defect covered under this limited warranty, DigitalPersona's sole obligation, and your exclusive remedy, shall be, at DigitalPersona's option, either (a) to return the price paid, if any; or (b) to replace the SOFTWARE PRODUCT or the SENSOR using new or remanufactured components. Any replacement SOFTWARE PRODUCT will be warranted for the remainder of the original warranty period or thirty (30) days, whichever is longer. Any replacement of the SENSOR will be warranted for the remainder of the original warranty period.

Warranty Service. To obtain your remedy under this warranty you must deliver the defective product and the original sales receipt to the place of purchase. For purchases made directly from DigitalPersona, you must first contact DigitalPersona Customer Service and obtain a Return Merchandise Authorization (RMA) number before returning the product to DigitalPersona. You must pre-pay shipping charges to return the product to DigitalPersona and insure the shipment or accept the risk of loss or damage during shipment. DigitalPersona shall not be responsible for any returned product that is not packaged properly or is returned without a valid and visible RMA number.

Product Failures Not Covered By This Warranty. The SENSORS are designed and warranted for use as access control devices in an office environment and are capable of optimum performance when properly maintained. Industrial, heavy-duty use, or use in extreme environmental conditions will void this warranty. This warranty covers defects in manufacturing that arise during normal use and proper care. It does not cover damage caused by any misuse, improper maintenance, including physical abuse to the

SOFTWARE PRODUCT or to the SENSOR (for example, but not limited to, cuts or scratches to the SENSOR window), or use of corrosive, abrasive, or improper cleaning materials, or any misapplication, improper modifications or repair, activity intended to circumvent the security devices incorporated into the SENSOR or SOFTWARE PRODUCT, criminal activity, moisture, shipping, or high voltage surges from external sources such as power lines or other connected equipment. This warranty also does not apply to any product with an altered or defaced serial number. Opening the SENSOR automatically voids this warranty.

Disclaimer of Warranties. EXCEPT FOR THE FOREGOING LIMITED WARRANTY, DIGITALPERSONA MAKES NO OTHER EXPRESS OR IMPLIED WARRANTIES TO THE MAXIMUM EXTENT PERMITTED BY LAW AND SPECIFICALLY DISCLAIMS THE WARRANTIES OF QUALITY, MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT OF THIRD PARTY RIGHTS WITH REGARDS TO THE SYSTEM AS WELL AS ANY PROVISION OF OR FAILURE TO PROVIDE SUPPORT SERVICES. IF SUCH DISCLAIMER OF ANY IMPLIED WARRANT IS NOT PERMITTED BY LAW, THE DURATION OF ANY SUCH IMPLIED WARRANTIES IS LIMITED TO 90 DAYS FROM THE DATE OF DELIVERY. SOME JURISDICTIONS DO NOT ALLOW SUCH EXCLUSIONS OR LIMITATIONS, SO THEY MAY NOT APPLY TO YOU. THIS LIMITED WARRANTY GIVES YOU SPECIFIC LEGAL RIGHTS AND YOU MAY ALSO HAVE OTHER RIGHTS, WHICH VARY FROM JURISDICTION TO JURISDICTION.

General Provisions

Limitation on Liability. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT SHALL DIGITALPERSONA BE LIABLE TO YOU OR ANY THIRD PARTY FOR ANY SPECIAL, INCIDENTAL, INDIRECT, PUNITIVE OR CONSEQUENTIAL DAMAGES WHATSOEVER (INCLUDING, WITHOUT LIMITATION, DAMAGES FOR LOSS OF BUSINESS PROFITS, GOODWILL, BUSINESS INTERRUPTION, LOSS OF BUSINESS INFORMATION, BREACH OF COMPUTER SECURITY SYSTEMS OR ANY OTHER PECUNIARY LOSS) ARISING OUT OF THE USE OF OR INABILITY TO USE THE SYSTEM EVEN IF DIGITALPERSONA HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. DIGITALPERSONA DOES NOT GUARANTEE THAT THE SYSTEM WILL MEET ALL YOUR REQUIREMENTS OR ALL REQUIREMENTS OF THE SOFTWARE OR HARDWARE WITH WHICH IT INTERACTS. IN NO EVENT WILL DIGITALPERSONA'S LIABILITY FOR ANY CLAIM, WHETHER IN CONTRACT, TORT OR ANY OTHER THEORY OF LIABILITY, EXCEED THE PURCHASE PRICE OF THE SYSTEM PAID BY YOU. Some jurisdictions do not allow these exclusions or limitations, so such exclusions or limitations may not apply to you. The above limitations will not apply in case of personal injury in countries other than U.S.A. and Canada only if and to the extent that such limitations are expressly prohibited by applicable law.

Reverse Engineering. You may not reverse engineer, de-compile, or dis-assemble the SYSTEM in whole or in part; nor shall you attempt to recreate the source code from the object code of the SOFTWARE PRODUCT. Any other activity regarding the form or substance of the SYSTEM will be allowed only to the extent such activity is expressly permitted by applicable law.

Export Controls. You agree that you will not directly or indirectly export the SYSTEM and related technical data in violation of Export Administration regulations of the U.S. Department of Commerce and other applicable laws. You further agree that you will not export, re-export, divert or transfer the SYSTEM (a) into, or to a national or resident of any country to which the United States has embargoed goods, (b) or to anyone included in the U.S. government List of Specially Designated Nationals, the Table of Denial Orders, the Entity List, (c) or to anyone involved in the manufacturing and proliferation of weapons in violation of U.S. applicable laws. By using the SYSTEM you are representing and warranting that you are not located in, or under the control of, or a national resident of any such country or on any such lists, or involved in any such activity.

U.S. Government Rights. If you are an agency or instrumentality of the United States Government, the Software and Documentation included in the SOFTWARE PRODUCT are "commercial computer software" and "commercial computer software documentation", and pursuant to FAR 12.212 or DFARS 227.7202, and their successors, as applicable, use, reproduction and disclosure of the Software and Documentation are governed by the terms of the End User License Agreement.

Regulatory Information

The SENSOR has been tested and found to comply with the limits for a Class B digital device under Part 15 of the Federal Communications Commission (FCC) rules, and it is subject to the following conditions: a) It may not cause harmful interference, and b) It must accept any interference received, including interference that may cause undesired operation. Any changes or modifications not expressly approved by DigitalPersona could void your authority to operate this equipment.

This device conforms to emission product standards EN55022 (B) and EN50082-1 of the European Economic Community; AS/NZS 3548 Class B of Australia and New Zealand; VCCI Class B of Japan.

This digital apparatus does not exceed the Class B limit for radio noise emission from digital apparatus specified in the interference-causing equipment standard entitled "Digital Apparatus" ICES-003 of the Department of Communication of Canada.