

Watchman 360[™] Warranty & Support Agreement

SymphonyAI Industrial (SAII), previously "AzimaAI" or "Azima DLI", strives to offer the best customer service offering available in the industry. With the challenge customers face in maintaining their condition-based maintenance programs, SymphonyAI Industrial recognizes the need for reliable hardware and software, expedient customer service, and quality support.

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



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

To simplify the process of maintaining an SSA, SymphonyAI Industrial offers subscriptions and/or renewals 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 "Symphony Industrial Al Support, Warranty Agreement." These terms are subject to change, refer to www.SymphonyIndustrial.Al/warranty for the latest information.



Watchman AIR[™] Service and Support Agreement

Accel Gateway, Standard and Industrial



Purchase of Accel Gateway includes the following for a term of one (1) year:

- Access to the SymphonyAI Industrial technical support team for assistance with the configuration and use of the gateway unit
- Firmware updates
- Free repair or replacement to the gateway hardware for manufacturing flaws or component malfunction. Free repairs do not include:
 - \circ $\,$ Normal wear and tear $\,$
 - Damage caused by mishandling, accident, or improper operation
 - Damage caused by conditions in excess of the environmental specification
 - Damage caused by use with non-SAII accessories or parts
 - Damage caused by or aggravated by servicing performed by non-SAII personnel
 - Networking or component cables

Continued access to SymphonyAI Industrial technical support for assistance within configuration, updates, and use of the Accel Gateway is included with the subscription terms of Accel Wireless Sensors.

Accel Wireless Sensor Subscription

The Accel Wireless Sensor includes the following for the term of the subscription agreement:

- Use of Accel wireless sensors for duration of subscription term. Sensors to be returned upon term completion.
- Access to the SymphonyAI Industrial technical support team for assistance with the configuration and use of the wireless sensor and Accel Gateways
- Firmware updates
- Free repair or replacement to the wireless sensor hardware for manufacturing flaws or component malfunction. Free replacement does not include:
 - Normal wear and tear
 - Damage caused by mishandling, accident, or improper operation
 - Damage caused by conditions in excess of the environmental specification
 - o Damage caused by use with non-SAII accessories or parts
 - Damage caused by or aggravated by servicing performed by non-SAII personnel
- Free replacement of sensor when battery has depleted.
 Free replacement does not include:
 - Sensor/gateway configurations that result in sensor requiring greater than 10 node hops
 - Sensors that routinely operate in environments less than -20C or greater than 60C
 - o Routine operation of the system outside the defined collection schedule

Accel Wireless Sensor Purchase

The above defined service and support agreement for purchased Accel 310 wireless vibration sensors is valid for a term of one (1) year from date of purchase.





TRIO® 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:



- Full access to the SymphonyAI Industrial technical support team including phone support and e-mail for assistance with configuration and use of the Data Processor
- Firmware updates and routine calibration service for the DP unit and one TRIO triaxial accelerometer. (Accelerometer and DP must be shipped to SAII 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:
 - $\circ \ \ \, \text{Normal wear and tear}$
 - Damage caused by mishandling, accident or improper operation
 - Damage caused by conditions in excess of the environmental specification
 - o Damage caused by use with non-SAII accessories or parts
 - o Damage caused by or aggravated by servicing performed by non-SAII personnel
 - Rechargeable batteries or component cables

TRIO Data Processor Service and Support Agreement Renewal Eligibility

With the purchase of an SSA Renewal for TRIO DP, the customer is eligible for the services described in the TRIO DP SSA Agreement above. Customer must have current SSA coverage at time or renewal.

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 three (3) years:

- Full access to the SymphonyAI Industrial technical support team including phone support and e-mail 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
 - 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-SAII accessories or parts.
 - Damage or improper operation caused by installation or use of non-SAII 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-SAII service personnel
 - Rechargeable batteries or component cables

SSA renewals or extensions are not available for TRIO Controllers.





ALERT™ Original Purchase Warranty Agreement

StandardALERT[™] 5

The purchase or term-use agreement of the StandardALERT software shall include the following for a period of one (1) year from the date of shipment or for the term of a subscription.

- Full access to the SymphonyAI Industrial technical support team including phone support, e-mail, and remote connection for assistance with the installation and use of ALERT
- ALERT software feature upgrades

Users will have access to the following for the life of the software application, as applicable per the Supported Products Statement (see https://symphonyindustrial.ai/eolstatement)

- Full access to the SAII online knowledge base and training modules
- Hot fixes and maintenance updates to the ALERT application

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

ExpertALERT™ 5 & Expert System Term-Use Agreement

Term-use ExpertALERT[™] (cloud application) and Expert Automated Diagnostic System ("Expert System" or EADS) subscriptions are licensed for use for a term period, generally one or three years. ExpertALERT-cloud subscriptions require a hosted database on the SymphonyAI Industrial 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 per-user, term-use license of the ExpertALERT grants an individual user full access to use the cloud application. Per-user, term license of the Expert System is also available for desktop and TRIO installation. During the term, users have full access to use the Expert System 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 technical support during the term. Software term licenses are transferrable during renewal.

ALERT[™] 4.0

The per-user purchase of the ExpertALERT or ViewALERT version 4.0 shall include the following for a period of one (1) year from the date of shipment.

- Full access to the SymphonyAI Industrial technical support team including phone support, email, and remote connection for assistance with the installation and use of ALERT
- ALERT software feature upgrades

Users will have access to the following for the life of the software application, as applicable per the Supported Products Statement (see https://symphonyindustrial.ai/eolstatement)

- Full access to the SAII online knowledge base and training modules
- Hot fixes and maintenance updates to the ALERT application





Service and Support Agreement Extensions

With the purchase of an SSA Extension for desktop StandardALERT 5, embedded StandardALERT 5, ExpertALERT 4.0, or ViewALERT 4.0, the Customer is eligible for the following services:

- Full access to the SAII technical support team including phone support, e-mail, and remote connection for assistance with application
- ALERT software hotfixes and maintenance updates
- Full access to the SAII 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 SAII Resource Center and will require software registration or authorization.

Supported Versions:

SymphonyAI Industrial will support current plus previous versions of the application. Technical Support can answer questions, provide software installation assistance, and perform repairs on the current, latest-released version of the ALERT software plus one previous version.

Supported version does not imply compatibility with all SAII 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 SAII Resource Center (<u>https://knowledge.symphonyindustrial.ai</u>).

The SAII 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.

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Feature Upgrades to the ALERT software are performed periodically and are automatically provided to customer with subscription license of the ALERT applications. Desktop and embedded ALERT applications must perform a software upgrade to use the new features provided.





Service and Support Agreement for Limited Hardware Availability

SAII 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.

SAII 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 a new or refurbished equivalent model unit.

For units that are not under an active SSA but are models designated as Limited Parts or Limited Service, a nonrefundable 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 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, SAII 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 SAII Technical Support or visit <u>www.symphonyindustrial.ai/eolstatement</u>.



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 SAII technical support team including phone support and e-mail 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-SAII accessories or parts
 - Damage caused by or aggravated by servicing performed by non-SAII 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. SAII 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 SAII 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 SymphonyAI Industrial'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:

SAII prioritizes any Total TRIO product returned for service. The SAII 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:

SAII will perform a full evaluation of any hardware returned under warranty repair. The repair service is a <u>five-star service</u> where the SAII 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. SAII will certify its performance and guarantee our repair.

Flat-rate Repair Service:

Flat rate repair service is a <u>five-star service</u> where the SAII 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. SAII 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 SAII 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, SAII shall notify the customer with suggested solutions and wait 10 business days for response before the unit will be returned to the customer.





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@symphonyindustrial.ai

SymphonyAI Industrial Resource Center

https://knowledge.symphonyindustrial.ai

Telephone Support

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

206.316.8918 ext. 2





Terms and Conditions

THE FOLLOWING ARE THE TERMS AND CONDITIONS UNDER WHICH SYMPHONYAI INDUSTRIAL, INC. ("SAII") 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 SAII TECHNICAL SUPPORT SERVICES YOU ACCEPT THESE TERMS AND CONDITIONS.

- 1. Warranty and Disclaimer. SymphonyAI Industrial will use commercially reasonable efforts to provide Technical Support Services in a professional manner, but SAII 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 SymphonyAI Industrial's Standard Terms and Conditions, Support, Warranty Agreement, or any other agreement with SAII governing use of SAII 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, SAII 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. SAII 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 SymphonyAI Industrial 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 SAII technical support services. Whether or not based on tort, contract, strict liability or any other legal theory and whether or not SAII has been advised or knew of the possibility of such damages, to the maximum extent permitted by applicable law, SymphonyAI Industrial'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 SAII 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) SymphonyAI Industrial's Technical Support Services and Service and Support Agreements do not create, nor do SymphonyAI Industrial'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 SAII Product(s) (including modification of SAII Software or Hardware) by anyone other than SAII or an SymphonyAI Industrial-authorized service provider; (d) Third Party Components sold by SAII or a SAII reseller that are not explicitly covered by a SAII Product warranty and/or SAII Support Services, as specified in the applicable documentation; (e) products not sold by SAII that are attached to or used with SymphonyAI Industrial's Products, even if said non-SAII or non-authorized products were sold by one of SymphonyAI Industrial's authorized resellers; (f) the Customer's failure to provide a proper environment for the SAII Product(s) (within the range of tolerances listed in the applicable SAII product specifications). At SymphonyAI Industrial's sole discretion, SAII 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 SAII 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 SAII products.
 (b) Step-by-step replication assistance or routine product upgrades.
 (c) Onsite or professional services.
 (d) Customer-requested modification of firmware, software or hardware.
 (e) Analysis services.
- c) SAII 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 SAII 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 SAII 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 SAII 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 SAII are paid by the customer. SAII 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 SymphonyAI Industrial. SAII 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 that is currently supported by SymphonyAI Industrial. In some cases, this may make the repaired product incompatible with Customer's other, similar products and/or existing databases. In these cases, SAII 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 SAII before returning equipment. Please write the RMA number on the equipment shipping container or label.
- c) SAII maintains repair and calibration support for out of warranty instruments as long as parts are available. Contact SAII for repair and shop time charges. Return shipping will be paid by SAII and added to the service invoice. Be sure to obtain an RMA number from SAII before returning equipment. Please refer to the End-of-Life statement in this document for additional information.
- d) **Use of Refurbished Material.** SAII 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 SAII Product(s) to levels consistent with the minimum supported versions. As standard policy, SymphonyAI Industrial'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 SAII 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. SAII 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, SAII makes no assumptions to the database of record for the user. It should be noted that the SAII 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 SAII 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 reconfigured. SAII 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 scans any portable media (USB drives), networks, or other devices for potential virus. Microsoft's antivirus software is recommended for TRIO, DCX and DCA-60 which connect to a network and is available for download from www.microsoft.com.

5. Reliability as a Service (RaaS)

- a) SymphonyAI Industrial will offer management of the hosted database at the SAII data center. Accessibility to the database at the SAII data center may require some amount of local IT support as each corporation's firewall or network settings differ. SAII 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 SAII 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 SAII 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) SAII may discontinue a product without written notice to the customer.
- b) Details about the status of all SAII products can be obtained by contacting the SAII 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 SAII 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.** SymphonyAI Industrial 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

Applies to all software applications or code developed for use or distributed by SymphonyAI Industrial.

The software license permits you to use one copy of the software on any single computer, provided the software is in use on only one computer at any time. If you have multiple licenses for the software, then at any time you may have as many copies of the software in use as you have licenses. The software is considered "in use" on a computer when it is loaded into the temporary RAM memory or installed into the permanent memory such as the hard disk drive, tape drive, CD-ROM or other mass storage device of that computer, except a copy installed on a network server for the sole purpose of distribution to other computers is not considered to be "in use".

The software is owned by SymphonyAI Industrial and is protected by United States copyright laws and international treaty provisions. You must treat the software and documentation like any other copyrighted material such as a book or musical recording.

It is expressly understood and agreed that this License is subject to the following limitations and restrictions:

(i) Except as specified in an Order Form, Customer may not use this Software for any purpose other than Customer's internal in-house purposes. For the avoidance of doubt, Customer may not use this Software to deliver any service to third parties without the express written consent of SymphonyAI Industrial. Application for third party use can be obtained by sending a written request to sales@symphonyindustrial.ai.

(ii) Customer may not use the Software in a network or similar configuration which permits access to the Software by more than one user or workstation at a time.

(iii) Customer may not distribute the Software, or any copy thereof, by transfer, lease, loan or any other means, or make it available for use by others in any manner, including without limitation by any time-sharing, service bureau or similar arrangement.

(iv) Customer shall not remove, obliterate, obscure, or conceal any proprietary notices or legends which appear on the Software, and shall reproduce such notices or legends on all copies of the Software (to the extent such copies are permitted under this License).

(v) The Software source code and all information related thereto shall remain at all times the sole property of SymphonyAI Industrial. Customer may not alter, modify, adapt or create derivative works from the Software or any associated documentation without written authorization from SymphonyAI Industrial. Customer may not decompile, disassemble, translate, or otherwise reverse engineer the Software or any part thereof.



The customer must agree to the terms and conditions as stated in the "Symphony Industrial AI Support Warranty Agreement."

These terms are subject to change, refer to <u>www.symphonyindustrial.ai/warranty</u> for the latest information.