

LIMITED WARRANTY FOR JUGANU'S SOFTWARE AND THE LUMINAIRE DIGITAL PLATFORM

1. Juganu warrants that the Software or the Luminaire Digital Platform, when properly used and operated for the purpose for which it was designed, and as detailed in the user manual that accompanies the Software or the Luminaire Digital Platform (the "Documentation") will perform substantially in accordance with the Software or the Digital Platform Documentation (the "Limited Warranty") for a period of 3 (three) years from its delivery by Juganu to Customer (the "Limited Warranty Period"); provided, however, this Limited Warranty shall not apply to any problem caused by: (1) any modification or servicing of the Software or the Luminaire Digital Platform by any party other than Juganu without Juganu's prior written consent; (2) use of the Software or the Luminaire Digital Platform other than in accordance with the Documentation; (3) use of the Software or the Luminaire Digital Platform with hardware or Software not specified in the Documentation; (4) any computer virus or similar malicious code contained in the Software or the Luminaire Digital Platform through no fault of Juganu or Juganu's personnel; (5) Customer's user errors, problems caused by incorrect set up or failure to perform required administrative duties; (6) causes external to the Software and Digital Platform, such as but not limited to power failure or electrical surges; (7) Network problems, including without limitation routers, segments, hubs and switches not provided by Juganu; (8) use of a magnetic medium which has been subject to abuse or misuse.
2. In the event that, within the Limited Warranty Period, Customer notifies Juganu of a failure to perform properly in accordance with the Limited Warranty ("Notice"), Customer's sole and exclusive remedy and Juganu's sole and exclusive obligation shall be: (i) Following identification and reproduction of the reported error by Juganu, to endeavor to remedy such failure; (ii) in the event that Juganu is unable to remedy the failure within such time period and, if as a result of the failure the Software or the Luminaire Digital Platform is unable to produce materially conform to its specifications as provided in the Documentation, (a "Significant Failure"), then, at Juganu's option, Juganu will either continue to endeavor to remedy the failure to the Customer and Juganu's mutual satisfaction so that the Software or the Luminaire Digital Platform will perform substantially in accordance with the Documentation.
3. Upon the expiration of the Limited Warranty Period, all subsequent maintenance of the Software and Luminaire Digital Platform that may be required by the Customer shall be subject to additional payment as shall be mutually agreed by Juganu and the Customer.