

AEGEX TECHNOLOGIES DIRECT WARRANTY

This Direct Manufacturer's Warranty ("Direct Warranty") for Aegex Technologies, LLC (as well as any subsidiaries, and affiliates thereof, collectively, "Aegex") covers mobile devices sold to you (customer) who have purchased the aegex10™ device(s) included in the sales package ("Product"). This Direct Warranty does not affect your legal (statutory) rights under your applicable national laws relating to the sale of consumer products.

Aegex warrants to you that during the warranty period Aegex or a designee will in a commercially reasonable time remedy manufacturing defects of materials, design and workmanship free of charge by repairing or, should Aegex in its sole discretion deem it necessary, replacing the Product in accordance with this Direct Warranty (unless otherwise required by law).

In the event that a customer is in a country location not served by Aegex's authorized representative, IBM TSS, the customer is eligible for the Direct Warranty. When and if the country location is added to the places served by IBM TSS, section 5 of this Direct Warranty agreement will be replaced by section 5 of the Enhanced Warranty agreement allowing IBM TSS to assist in the exchange of Products during the RMA process. All other section of this Warranty description will remain in effect.

1. Warranty Period

The Product consist of several different parts and different parts may be covered by a different warranty period (hereinafter "Warranty Period"). The warranty period starts upon the customer's receipt of the device. The different warranty periods are:

- a) Thirty-six (36) months for the mobile device without battery and other accessories.
- b) For battery and accessory warranty information, please see aegex.com.

2. Initiating Warranty Service

Prior to returning the device under warranty, the customer and/or partner must make a best reasonable effort to resolve the defect. Support can be obtained from Aegex by opening a ticket at the support portal (www.aegex.freshdesk.com). Aegex will provide support through email and the support portal to assist the customer with either resolving the fault or creating a Return Material Authorization (RMA) for returning the mobile device to Aegex. Aegex will respond to any support portal tickets received within two (2) business days, Monday through Friday, 7:00 to 21:00 Greenwich Mean Time (GMT).

To return a Product under warranty, the customer must request and receive an RMA from Aegex by using the Aegex support portal.

3. Warranty Claim

Any claim under this Direct Warranty is subject to you notifying Aegex or an Aegex authorized service company of the defect within a reasonable time of it having come to your attention and in any event no later than before the expiration of the Warranty Period.

When making a claim under this Direct Warranty you will be required to provide all of the following:

1. Full details for device exchange:
 - a) Contact Name
 - b) Company Name
 - c) Postal Address
 - d) ZIP/Postal Code
 - e) Country
 - f) Phone Number
 - g) Email address for shipment tracking and correspondence

2. The Product information required:
 - a) Model Part Number
 - b) Serial Number
 - c) Proof of Purchase
 - d) Detailed description of the defect

This information is mandatory to create an RMA for your claim. Failure to submit all requested information may result in delays to issue your RMA.

4. What is not covered under 'Direct Warranty'

This Direct Warranty is for manufacture hardware failure only and does not cover the following:

- a) Cosmetic damage or normal wear and tear to the Product, which includes the Product parts such as, without limitation, batteries, camera lenses, port covers, USB cables, power cords, or the glass display panel.
- b) Third party software, data or software license keys not originally installed by Aegex.
- c) Defects caused by using or storing the Product in an environment outside the operating specifications of the Product.
- d) Defects or damages caused by misuse of the product, including use that is contrary to the user guide and instructions provided.
- e) Damage caused by customer and/or partner when shipping the device with incorrect or inadequate protective packing.
- f) Any attempt to modify, repair or enhance the Product not sanctioned by Aegex.
- g) The Product's submersion in any liquid or substance.
- h) Damage from any accidental or purposeful digitally malicious source (e.g. viruses, worms, trojans, logic bombs, hacking) or any other malicious or technologically harmful process.
- i) Acts of nature, war, or natural disasters.
- j) Loss or theft.

The Direct Warranty shall be voided if:

Any of the "out-of-warranty" conditions that are listed in this section 4 (a)-(j) occur.

5. Product Exchanges

The customer must obtain an RMA from the Aegex support portal prior to exchanging the device. Failure to do so may result in longer time to replace and/or charges to the customer.

Aegex will provide RMA paperwork, documents and return instructions to the customer. The customer must update the Aegex support portal with the return shipment tracking details. The customer is responsible for using adequate protective packaging. Aegex strongly recommends customers to retain some of the original Aegex product packaging in the event a device needs to be returned.

Once the customer has confirmed the RMA and return shipping, Aegex will make the best effort to ship the replacement device within two (2) business days. Aegex will ship the replacement device to the location designated by the customer.

Aegex is not responsible for lost, stolen, or misdirected shipments.

Aegex has the right to inspect the returned device(s) for up to 45 days from the date of exchange. If the device is determined to have "out of warranty" conditions as listed above, the customer shall be invoiced for the repair and/or replacement costs. Aegex will invoice accordingly, payment by the customer due upon receipt.

If the customer shall at any time be overdue on payments, Aegex may withhold shipment of product, cancel outstanding orders, terminate this agreement for breach and impose interest on overdue charges

* Offshore and other remote locations may require additional time.

at the rate of one and one-half percent (1.5%) per month (i.e., 18% per year) or such lesser amounts permitted by law until the customer is current on all payment. Failure of the customer to timely pay for any Product shall be deemed a material breach of this agreement. The customer will pay Aegex's collections costs and reasonable attorney's fees if Aegex engages an attorney to pursue any overdue payment under this agreement.

PRIOR TO EXCHANGING THE DEVICE, YOU, THE CUSTOMER, MAY BE REQUESTED TO REMOVE AND RETAIN THE BATTERY.

YOU, THE CUSTOMER, MUST REMOVE AND RETAIN THE CELLULAR NETWORK SIM CARDS, AND FLASH MEMORY CARDS. THE DEVICE WILL BE REPLACED AND ANY DATA ON IT WILL BE LOST. PLEASE BACK UP THE DATA ON YOUR DEVICES REGULARLY.

6. Other Important Information

It is the customer's responsibility to ensure all software licenses, data, and all company sensitive information is removed from the device prior to shipping. Aegex is not responsible for loss of any software, license keys, memory cards, SIMs, or data of any kind.

7. Limitation of Aegex Liability

This Direct Warranty is your sole and exclusive remedy against Aegex and Aegex sole and exclusive liability in respect of defects in your Product. This Direct Warranty replaces all other Aegex warranties and liabilities, whether oral, written, (non-mandatory) statutory, contractual, in tort or otherwise, including, without limitation, and where permitted by applicable law, any implied conditions, warranties or other terms as to satisfactory, quality or fitness for purpose.

However, this Direct Warranty shall neither exclude nor limit:

- a) Any of your legal (statutory) rights under the applicable national laws or
- b) Any of your rights against the seller of the product.

To the extent permitted by applicable law(s), Aegex does not assume any liability for loss of, or damage to, or corruption of data, for any loss of profit, loss of use of products or functionality, loss of business, loss of contracts, loss of revenues or loss of anticipated savings, increased costs or expenses, or for any indirect loss or damage, or for any consequential loss or damage.

To the extent permitted by applicable law, Aegex liability shall be limited to the purchase value of the Product. The above limitations shall not apply in case of gross negligence or intentional misconduct of Aegex or in case of death or personal injury resulting from proven Aegex negligence.

Your Product is a sophisticated electronic device. Aegex strongly encourages you to read and understand the user guide and instructions provided with and for the Product. Please also note that the Product might contain high precision displays, camera lenses and other such parts, which could be scratched or otherwise damaged if not handled very carefully.

Questions concerning this Direct Warranty may be directed to support@aegex.com.