



Limited Warranty and Technical Support Agreement

Congratulations on your purchase of one or more DSI products. Only those DSI products listed on the invoice that you received from DSI are covered under this Limited Warranty and Technical Support Agreement (this “Warranty Agreement”). If the products come from DSI, a Utah LLC (“Digital Systems & Installations LLC.”), then the term “DSI,” as used herein, means Digital Systems Installation. By using any of the products that are covered by the Warranty Agreement, you agree to be bound by the terms and conditions set forth herein.

I. Limited Hardware Warranty

Subject to the product-specific exceptions in Section IV below, and subject to all of the other terms and limitations set forth elsewhere in the Warranty Agreement, DSI provides a limited warranty that covers the hardware, software, and printed materials that DSI ships as part of its own products (the “Hardware Warranty”). For the avoidance of doubt, the Hardware Warranty does not cover third party products that are separate and distinct from DSI’s products and merely resold by DSI.

What Is Covered: The Hardware Warranty covers only material defects in the hardware, software, and printed material shipped as part of DSI’s products (each, a “Defect”).

For How Long: The Hardware Warranty is effective for thirty-six months (36) months from the date on which DSI first ships the corresponding product (or any part or portion thereof). Exception will be Door access equipment has a warranty of twenty four (24) months from the date on which DSI first ships the corresponding product (or any part or portion thereof). Further, for each item that is repaired or replaced by DSI pursuant to the Hardware Warranty, the Hardware Warranty will remain effective for the longer of (i) the remainder of the term set forth above and (ii) one (1) months following the date on which DSI first ships the repaired or replaced item.

What DSI Will Do: DSI’s sole obligation under the Hardware Warranty is, at DSI’s option, to either repair or replace the hardware, software, or printed material that contains the Defect, of the corresponding DSI product in exchange for your return of that product. DSI may use refurbished items and/or substantially similar items to satisfy its obligations hereunder.

What You must Do: If, during the applicable Hardware Warranty period, you believe you have discovered a Defect, please contact DSI Customer Support using the applicable contact information listed at www.dsiutah.com. DSI Customer Support may require some or all of the following information in order to assist in resolving your problem:

- Model number of hardware.



- Serial number of hardware.
- Software version.
- Software license key number or registration information.
- Detailed problem description.
- Customer name, address, and telephone number.

If DSI Customer Support believes that there is a Defect in the hardware, software, or printed material that is covered by the Hardware Warranty and DSI Customer Support cannot resolve that Defect remotely, then DSI Customer Support will issue you a Return of Material Authorization (“RMA”) number. Any item that is returned without an RMA number may be refused by DSI and returned to the customer at their cost and expense.

All defective hardware and software that is returned to DSI must be shipped in its original packaging (including any antistatic bags) (*Or any other containers must be approved by DSI support*) to the shipping address specified by DSI Customer Support. Units packaged incorrectly may be damaged in shipping, which will invalidate the Hardware Warranty with respect to those units and may cause you to incur a repair or replacement charge. **The assigned RMA number must be clearly posted on the inside of the box.** You are solely responsible for all packing, shipping, and insurance costs, as well as all taxes, tariffs, and duties (collectively, “Shipping Costs”), due in connection with your return of any hardware or software, and you assume the risk of loss and damage for all such items in transit to the shipping address specified by DSI Customer Support. Except as otherwise provided below, DSI is solely responsible for all Shipping Costs due in connection with DSI’s return of any repaired or replacement units of hardware or software under the Hardware Warranty, and DSI assumes the risk of loss and damage for all such items in transit to your return address. If returned hardware or software is determined by DSI to not contain a Defect or otherwise not be covered by the Hardware Warranty, then DSI may, at its option, charge you for any related costs incurred by DSI, including but not limited to Shipping Costs.

II. Technical Support

Subject to the product-specific exceptions in Section IV below, and subject to all of the other terms and limitations set forth elsewhere in this Warrant Agreement, DSI will provide you with technical support services to assist you with the installations, operations, and/or configuration of each DSI product that you have purchased or licensed, and to assist you with any defects or errors that you believe you are identified (Technical Support”). Technical support will only be provided for so long as the product is covered under the hardware warranty which is from the shipping date. Except as otherwise determined by DSI in its sole discretion, all technical support will be provided remotely (Via telephone and/email, or through TeamViewer). Further, except as otherwise determined by DSI in its sole discretion, technical support will only be provided during the hours specified, 9:00 AM- 5:00 PM Monday – Friday excluding Holidays MST standard time.



III. Software Updates

Subject to the product-specific exceptions in sections V below, and subject to all the other terms and limitations set forth elsewhere in this warranty agreement, DSI will make available to you all updates for software that you have licensed for so long as the software is covered under the software license. The term updates refers to modifications, enhancements and upgrades to software that DSI makes generally available at no additional fee, to its other customers who are covered by the same software warranty. For the avoidance of doubt, the term “updates” does not include any modifications, enhancements or upgrades to software that are licensed separately for an additional fee. All updates and error corrections provided for software pursuant to this warranty agreement will constitute part of that software and are provided to you under the terms of the applicable software end user license agreement for that software.

IV. Product-specific exemptions and additional services.

Avigilon Server: Rack mount/CPU Chassis server.

Hardware Warranty. The hardware warranty is only effective for thirty six (36) Months from the date on which it is installed and/or invoiced. New upgrades may be installed by DSI during the warranty period. After which upgrades will be provided to the end user via download link.

Warranty Repairs do not cover: Shipping Equipment back to DSI but does cover UPS ground shipping from DSI to customer when equipment is meeting part I of this agreement. Or any labor required to unassembled or uninstall or reinstall equipment.

Avigilon Cameras: All Avigilon cameras.

Hardware Warranty. The hardware warranty is only effective for thirty six (36) Months from the date on which it is installed and/or invoiced. Firmware upgrades will be provided and upgraded on an as “needed” basis. After which firmware can be upgraded from Avigilon Manufactures website.

Warranty Repairs do not cover: Shipping Equipment back to DSI but does cover UPS ground shipping from DSI to customer when equipment is meeting part “I” of this agreement. Or any labor required to unassembled or uninstall or reinstall equipment.

View Stations: DSI provided View Stations.

Hardware Warranty. The hardware warranty is only effective for thirty six (36) Months from the date on which it is shipped.

Warranty Repairs do not cover: Shipping Equipment back to DSI but does cover UPS ground shipping from DSI to customer when equipment is meeting part “I” of this agreement.



Avigilon Access Control Panels:

Hardware Warranty: The hardware warranty is only effective for twenty four (24) Months from the date on which it is shipped.

Warranty Repairs do not cover: Shipping Equipment back to DSI but does cover UPS ground shipping from DSI to customer when equipment is meeting part “I” of this agreement.

Misc. Equipment

Networking equipment: The hardware warranty is only effective for thirty six (36) Months from the date on which it is shipped.

Warranty Repairs do not cover: Shipping Equipment back to DSI but does cover UPS ground shipping from DSI to customer when equipment is meeting part “I” of this agreement.

Samsung TV’s or monitors: The hardware warranty is only effective for twelve (12) Months from the date on which it is shipped. Unless specified within the invoice for a shorter or longer warranty.

Warranty Repairs do not cover: Shipping Equipment back to DSI but does cover UPS ground shipping from DSI to customer when equipment is meeting part I of this agreement.

Miscellaneous unspecified equipment: The hardware warranty is only effective for twelve (12) Months from the date on which it is shipped. Unless specified within the invoice for a shorter or longer warranty.

Warranty Repairs do not cover: Shipping Equipment back to DSI but does cover UPS ground shipping from DSI to customer when equipment is meeting part I of this agreement.

V. Product Replacement

Normal RMA: Once the product/ equipment is deemed repairable the product must be shipped back and once DSI has received the product will undergo test to make sure the equipment has met the manufactures specifications for “within warranty”. Then DSI will ship an equivalent product remanufactured or refurbished. Going UPS ground shipping with supplied tracking.

Advanced replacement: if the product needs an advanced replacement DSI will ship out a replacement within 1 business working day which will have a credit card authorization or hold. If the old defective product is not send back to DSI within 15 working days the customer will be



billed for the product that has been send out. Overnight charges may apply for expedited shipping.

Expedited shipping: Any expedited shipping will be at the customer's discretion.

**A Service contract is available which is based on an annual basis that will address expedited shipping

VI. Renewals

You may renew the warranties, support services and subscriptions described in this warranty agreement, for one or more additional, successive twelve (12) month terms, subject to your payment of the applicable renewal fees and subject to the following conditions and limitations:

- Renewal fees will be as determined by DSI at any time and by their sole discretion.
- Renewal terms must be continuous with no gaps in coverage. Any reinstatement of coverage after the gaps is subject to DSI's approval and, if granted, you will be required to pay an additional reinstatement charge that will be determined by DSI.
- Except as otherwise set forth in a written agreement signed by DSI, all of the terms, conditions, and limitations set forth in this warranty agreement will apply with respect to each such renewal.
- DSI may, at any time and in its sole discretion , cease offering renewal terms for any of the services, refuse to renew any of the services, or condition any such renewal upon at your acceptance of terms and conditions that are in addition to, or different than, the terms and conditions set for in this warranty agreement.

VII. Installation

Install of product: If products are installed by an authorized DSI representative the system will fall fully in line with this warranty agreement.

Warranty on installation/services: there is a warranty of 30 days that the end product will work if the 30 days are met the system/ and or cameras will fall under the limited warranty and any other services required of DSI will be charged on a T&M (Time and Material) charge to get equipment fixed or changed out.

VIII. Limitations

What is not covered: In addition to all other limitations set forth in this warranty agreement, the services do not cover:

- Products with missing or altered serial numbers.
- Products for which DSI has not received FULL payment in accordance with the applicable payment terms.
- Equipment Tamper or maintained by another vender not approved by DSI
- Lost or stolen products



- Problems that are reported after the warranty period is over
- Improper or Unauthorized Installation
- Equipment caused by power flux or any type of power related issue caused by surge
- Any and All Acts of God
- Equipment getting under or over the recommended specs
- Improper cleaning or no maintained of product that could have been prevented. □ Use of accessories, parts, components, or software not supplied by DSI
- Water damage in an indoor environment/ or Outdoor application beyond normal outdoor conditions rated by manufacture
- Normal Wear and Tear or Acts of Vandalism

Repairs do not extend warranty periods: Except as otherwise expressly provided above with respect to hardware products, the effective periods of the hardware warranty will not be extended as the result of any repairs, replacements, errors or firmware issues. Other than described in section I

Not transferable: only the original purchaser of the DSI product(s) may receive the corresponding services. None of the services may be assigned or transferred, directly or indirectly, by operation of the law or otherwise. Upon any transfer of a DSI product to a third party all the corresponding services will terminate automatically.

Breaches and violations of law: DSI shall have no obligation to perform services hereunder if you or any of your affiliates are in breach of any agreement with DSI or if such performance would constitute a violations of any applicable law.

Force majeure: DSI shall not be liable for failing to perform any of its obligations under this warranty agreement if such failure is due to any cause beyond DSI's reasonable control.

IX. Other limitations

Limitations of liability: TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT WILL DSI BE LIABLE UNDER ANY THEORY OF LIABILITY FOR ANY CONSEQUENTIAL, INDIRECT, INCIDENTAL, SPECIAL, PUNITIVE, OR EXEMPLARY DAMAGES OF ANY KIND, INCLUDING, WITHOUT LIMITATION, DAMAGES ARISING FROM LOSS OF PROFITS, REVENUE, DATA, OR USE, OR FROM INTERRUPTED COMMUNICATIONS OR DAMAGED DATA, OR IN CONNECTION WITH CUSTOMERS ACQUISITION OF SUBSTITUE GOODS OR SERVICES OR ANY SUCH DAMAGES ARISING FROM BREACH OF CONTRACT OR WARRANTY, OR FROM NEGLIGENCE OR STRICT LIABILITY, EVEN IF DSI OR ANY OTHER PERSON HAS BEEN ADVISED OR SHOULD KNOW OF THE POSSIBILITY OF SUCH DAMAGES. WITHOUT LIMITING THE FOREGOING, DSI'S MAXIMUM AGGREGATE LIABILITY IN CONNECTION WITH THIS WARRANTY AGREEMENT AND OR IN CONNECTION WITH ANY DSI DELIVERABLES (OR YOUR LICENSING, PURCHASE, OR USE



THEREOF) WILL NOT EXCEED THE TOTAL AMOUNT PAID BY YOU FOR THE CORRESPONDING DSI PRODUCT(S). THE FOREGOING LIMITATIONS WILL APPLY NOTWITHSTANDING ANY FAILURE OF ESSENTIAL PURPOSE OF ANY LIMITED REMEDY.

Unauthorized persons cannot change terms: additional statements by agents, employees do not constitute warranties by DSI, do not bind DSI, and may not be relied upon. This Warranty Agreement may only be amended by a written agreement signed by both parties.

Termination: if any software end user license agreement governing your use of any product expires or is terminated for any reason, DSI may terminate this warranty agreement with respect to the corresponding products by providing you with written notice of termination. Any such termination will not affect any amounts due from your hereunder, and you will not be entitled to any refund of any prepaid amounts.

Revised: 1Dec2014