



1133 Pond Road | Wildwood, MO 63038
Office: 636.405.7101 | Fax: 314.669.6970
scadmetrics.com

This document defines SCADAmetrics' Limited Warranty for the EtherMeter and EtherMeter Accessories. Please review carefully before making a purchase.

SCADAMETRICS CONTRACT TERMS AND LIMITED WARRANTY

1.0 GENERAL TERMS:

1.1 This Limited Warranty is extended only to the original end-user purchaser (CUSTOMER) and is not transferable.

1.2 No agent, reseller, or business partner of SCADAmetrics is authorized to modify the terms of this Limited Warranty on behalf of SCADAmetrics.

1.3 This Limited Warranty expressly excludes any product that has not been purchased as new from SCADAmetrics or its authorized reseller.

1.4 This Limited Warranty is only applicable in the country or territory where the product is intended for use.

1.5 SCADAmetrics warrants to the CUSTOMER that the products will be free from defects in workmanship and materials, under normal use and service, for TWO (2) YEARS from the date of purchase.

1.6 SCADAmetrics' sole obligation under this warranty shall be, at SCADAmetrics' sole discretion, to repair the defective product or part with new or reconditioned parts; or to exchange the defective product or part with a new or reconditioned product or part that is the same or similar. All products or parts that are exchanged for replacement will become the property of SCADAmetrics.

1.7 SCADAmetrics makes no warranty or representation that this product will work in combination with any hardware or software products provided by the CUSTOMER or third parties.

1.8 SCADAmetrics makes no warranty or representation that the operation of the software products provided with this product will be uninterrupted or error free.

1.9 SCADAmetrics shall not be responsible for any software or other CUSTOMER data that is installed onto interconnected computer(s).

1.10 SCADAmetrics shall not be responsible for any hardware or other components that is interconnected with SCADAmetrics components by the CUSTOMER or third parties.

2.0 ORDER ACCEPTANCE:

SCADAMETRICS reserves the right to accept or reject any order at our discretion. SCADAMETRICS reserves the right to ship and invoice certain orders through its regional distributors.

3.0 OBTAINING WARRANTY SERVICE:

2.1 CUSTOMER must contact SCADAmetrics Technical Support or authorized SCADAmetrics Service Personnel within the applicable warranty period to obtain warranty service authorization.

2.2 To contact SCADAmetrics Technical Support, please call 636.405.7101 or email support at scadametrics dot com. For up-to-date telephone numbers and/or email addresses, please see the SCADAmetrics corporate web site at: www.scadametrics.com

2.3 CUSTOMER should have the following information/items readily available when contacting SCADAmetrics:

- a) MAC ID of the EtherMeter experiencing the problem.
- b) A description of the problem.
- c) Make and Model Numbers of Interconnected Meter Register(s).
- d) Make and Model Numbers of Interconnected Auxiliary I/O Sensor(s).
- e) Wiring Diagram of the EtherMeter experiencing the problem.
- f) Screen snapshot(s) of Meter Troubleshooting Display.
- g) The date and time when the problem first occurred.
- h) SCADA/Telemetry history tabulations/data that provide insight into the problem.

4.0 WARRANTY REPLACEMENT:

3.1 In the event SCADAmetrics Technical Support or its authorized Service Personnel determines the product or part has a malfunction or failure attributable directly to faulty workmanship and/or materials; and the product is within the TWO (2) YEAR warranty term, then SCADAmetrics will commence a warranty repair or replacement.p>

3.2 The warranty covers the repair or replacement of defective component(s) within the EtherMeter. The warranty does not cover costs associated with the retrieval, inbound shipping, and re-installation of the defective component(s). For warranty repaired/replaced components, SCADAmetrics shall cover the cost of ground shipping from SCADAmetrics to the end user.

3.3 Products or parts shipped to SCADAmetrics without prior authorization will not be accepted.

3.4 CUSTOMER agrees to insure the product or assume the risk of loss or damage that may occur in transit; and to use a shipping container equivalent to the original packaging.

3.5 Responsibility for loss or damage does not transfer to SCADAmetrics until the returned product or part is received at a designated SCADAmetrics facility.

3.6 Once a component has been visually inspected and tested, SCADAmetrics will, at its sole discretion, repair or replace, using new or reconditioned product or parts, to whatever extent it deems necessary to restore the product or part to operating condition.

3.7 SCADAmetrics shall not be liable for any damages caused by delay in delivering or furnishing repaired or replaced product or part.

5.0 LIMITATIONS:

4.1 **THIRD-PARTY SOFTWARE:** This SCADAmetrics product may include or be bundled with third-party software unrelated to the EtherMeter, the use of which is governed by separate end-user license agreements provided by third-party software vendors. This SCADAmetrics Limited Warranty does not apply to such third-party software. For the applicable warranty refer to the end-user license agreement governing the use of such software.

4.2 **DAMAGE DUE TO MISUSE, NEGLIGENCE, NON-COMPLIANCE, AND/OR "ACTS OF GOD":** To the extent permitted by applicable law, this SCADAmetrics Limited Warranty does not apply to normal wear and tear; damage or loss of data due to interoperability with third-party software/hardware not supplied by SCADAmetrics; alterations (by persons other than SCADAmetrics or its designees); damage caused by operator error or non-compliance with instructions as set out in the user documentation or other accompanying documentation; damage caused by acts of nature such as lightning, storms, floods, fires, and earthquakes, etc., damage or loss of data caused by a computer virus, worm, Trojan horse, or memory content corruption; failures of the product which result from accident, abuse, misuse (including but not limited to connection to incorrect voltages, and power points); failures caused by products not supplied by SCADAmetrics; damage caused by high voltage surges, shipping, or abnormal working conditions.

4.3 **THE DEVICE IS NOT INTENDED FOR USE IN THE OPERATION OF NUCLEAR FACILITIES, AIRCRAFT NAVIGATION OR COMMUNICATION SYSTEMS, AIR TRAFFIC CONTROL SYSTEMS, LIFE SUPPORT MACHINES OR OTHER EQUIPMENT IN WHICH THE FAILURE OF THE SOFTWARE COULD LEAD TO DEATH, PERSONAL INJURY, PROPERTY DAMAGE, OR SEVERE PHYSICAL OR ENVIRONMENTAL DAMAGE. TO THE FULL EXTENT ALLOWED BY LAW, THE FOREGOING WARRANTIES AND REMEDIES ARE EXCLUSIVE AND ARE IN LIEU OF ALL OTHER WARRANTIES, TERMS, OR CONDITIONS, EXPRESS OR IMPLIED, EITHER IN FACT OR BY OPERATION OF LAW, STATUTORY OR OTHERWISE, INCLUDING WARRANTIES, TERMS, OR CONDITIONS OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, SATISFACTORY QUALITY, CORRESPONDENCE WITH DESCRIPTION, AND NON-INFRINGEMENT, ALL OF WHICH ARE EXPRESSLY DISCLAIMED. SCADAMETRICS NEITHER ASSUMES NOR AUTHORISES ANY OTHER PERSON TO ASSUME FOR IT ANY OTHER LIABILITY IN CONNECTION WITH THE SALE, INSTALLATION, MAINTENANCE, WARRANTY, OR USE OF ITS PRODUCTS.**

4.4 **LIMITATION OF LIABILITY. TO THE FULL EXTENT ALLOWED BY LAW, SCADAMETRICS ALSO EXCLUDES FOR ITSELF AND ITS SUPPLIERS ANY LIABILITY, WHETHER BASED IN CONTRACT OR TORT (INCLUDING NEGLIGENCE), FOR INCIDENTAL, CONSEQUENTIAL, INDIRECT, SPECIAL, OR PUNITIVE DAMAGES OF ANY KIND, OR FOR LOSS OF REVENUE OR PROFITS, LOSS OF BUSINESS, LOSS OF INFORMATION OR DATA, OR OTHER FINANCIAL LOSS ARISING OUT OF OR IN CONNECTION WITH THE SALE, INSTALLATION, MAINTENANCE, USE, PERFORMANCE, FAILURE, OR INTERRUPTION OF ITS PRODUCTS, EVEN IF SCADAMETRICS OR ITS AUTHORIZED RESELLER HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, AND LIMITS ITS LIABILITY TO REPAIR OR REPLACEMENT AT SCADAMETRICS' OPTION. THIS DISCLAIMER OF LIABILITY FOR DAMAGES WILL NOT BE AFFECTED IF ANY REMEDY PROVIDED HEREIN SHALL FAIL OF ITS ESSENTIAL PURPOSE.**

6.0 DISCLAIMER:

Some countries, states, territories or provinces do not allow the exclusion or limitation of implied warranties or the limitation of incidental or consequential damages for certain products supplied to consumers, or the limitation of liability for personal injury, so the above limitations and exclusions may be limited in their application to CUSTOMER. When the implied warranties are not allowed by law to be excluded in their entirety, they will be limited to the TWO (2) YEAR duration of this written warranty. This warranty gives CUSTOMER specific legal rights, which may vary depending on local law. **6.0 GOVERNING LAW:** This Limited Warranty shall be governed by the laws of the State of Missouri, U.S.A. excluding its conflicts of laws principles and excluding the United Nations Convention on Contracts for the International Sale of Goods. SCADAmetrics 1133 POND ROAD WILDWOOD, MO 63038 USA

SCADAMETRICS FIRMWARE LICENSE AGREEMENT

1. This agreement covers licensing terms for all firmware that is provided within computer memory that is a part of this EtherMeter Appliance. 2. This is an agreement between Licensor (SCADAMetrics) and Licensee, who is being licensed to use the SCADAMetrics Firmware Suite.
3. Licensee acknowledges that this is only a limited nonexclusive license. Licensor is and remains the owner of all titles, rights, and interests in the Firmware.
4. The firmware is integral to the EtherMeter appliance, and this License forbids the Licensee to install the Firmware on additional computers and/or devices. Licensee will not make copies of the Firmware or allow copies of the Firmware to be made by others, unless authorized by this License Agreement.
5. This License forbids the decompilation, disassembly, reverse engineering or modification the Firmware or any portion of it; and this License forbids any attempt to bypass, unlock, or disable any protective or initialization system on the Firmware.
6. This Firmware is subject to a limited warranty. Licensor warrants to Licensee that the physical medium on which this Firmware is distributed is free from defects in materials and workmanship under normal use, the Firmware will perform according to its printed documentation, and to the best of Licensor's knowledge Licensee's use of this Firmware according to the printed documentation is not an infringement of any third party's intellectual property rights. This limited warranty lasts for a period of TWO (2) YEARS after delivery. To the extent permitted by law, THE ABOVE-STATED LIMITED WARRANTY REPLACES ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, AND LICENSOR DISCLAIMS ALL IMPLIED WARRANTIES INCLUDING ANY IMPLIED WARRANTY OF TITLE, MERCHANTABILITY, NONINFRINGEMENT, OR OF FITNESS FOR A PARTICULAR PURPOSE. No agent of Licensor is authorized to make any other warranties or to modify this limited warranty. Any action for breach of this limited warranty must be commenced within ONE (1) YEAR of the expiration of the warranty. Because some jurisdictions do not allow any limit on the length of an implied warranty, the above limitation may not apply to this Licensee. If the law does not allow disclaimer of implied warranties, then any implied warranty is limited to TWO (2) YEARS after delivery of the Firmware to Licensee. Licensee has specific legal rights pursuant to this warranty and, depending on Licensee's jurisdiction, may have additional rights.
7. In case of a breach of the Limited Warranty, Licensee's exclusive remedy is as follows: Licensee will return all copies of the Firmware to Licensor, at Licensee's cost, along with proof of purchase. Licensee can obtain a step-by-step explanation of this procedure, including a return authorization code, by contacting Licensor at 1133 POND ROAD, WILDWOOD, MISSOURI 63038 USA 636.405.7101. At Licensor's option, Licensor will either send Licensee a replacement copy of the Firmware, at Licensor's expense, or issue a full refund.
8. Notwithstanding the foregoing, LICENSOR IS NOT LIABLE TO LICENSEE FOR ANY DAMAGES, INCLUDING COMPENSATORY, SPECIAL, INCIDENTAL, EXEMPLARY, PUNITIVE, OR CONSEQUENTIAL DAMAGES, CONNECTED WITH OR RESULTING FROM THIS LICENSE AGREEMENT OR LICENSEE'S USE OF THIS FIRMWARE. Licensee's jurisdiction may not allow such a limitation of damages, so this limitation may not apply.>
9. Licensee agrees to defend and indemnify Licensor and hold Licensor harmless from all claims, losses, damages, complaints, or expenses connected with or resulting from Licensee's business operations.
10. Licensor has the right to terminate this License Agreement and Licensee's right to use this Firmware upon any material breach by Licensee.
11. Licensee agrees to return to Licensor or to destroy all copies of the Firmware upon termination of the License.
12. This License Agreement is the entire and exclusive agreement between Licensor and Licensee regarding this Firmware. This License Agreement replaces and supersedes all prior negotiations, dealings, and agreements between Licensor and Licensee regarding this Firmware.

13. This License Agreement is governed by the law of MISSOURI applicable to MISSOURI contracts.

14. This License Agreement is valid without Licensor's signature. It becomes effective upon the earlier of Licensee's signature or Licensee's use of the Firmware.