

## Table of Contents

<b>Overview</b>	3
Exclusive condition for warranty	3
Support available during the warranty period	3
Support available after the warranty period	3
IU Cloud Platform/Android/iOS app Warranty	3
IU's 2-Year Limited Hardware Warranty Terms	6

## Overview

INFINITE UPTIME has established the following guidelines to give our customers the best support and the shortest service turn-around time possible. INFINITE UPTIME technical support staff is available to assist you in resolving any product or application difficulties you may have – reach out to [support@infinite-uptime.com](mailto:support@infinite-uptime.com)

This document details the IU Cloud Platform, Hardware, and android/iOS app warranty terms.

## EXCLUSIVE CONDITION FOR WARRANTY

- For availing warranty on the cloud platform, Android/iOS app, or hardware, you must have a valid subscription/AMC.
- If you have valid subscription/AMC you can avail
  - H/W Repair & Replacement support
  - Technical Assistance Centre (TAC) support for all product issues
  - Regular firmware upgrades
  - Regular S/W upgrades and support for data visualization, data management, and web-based platform
  - Data retrieval from the software platform beyond the past 1 year
  - Data for the past three years on request

## SUPPORT AVAILABLE DURING THE WARRANTY PERIOD

- H/W Repair & Replacement support
- Technical Assistance Centre support for all product and software dashboard issues
- Firmware upgrades
- S/W upgrades and support for data visualization, data management, and web-based platform
- Data on cloud dashboard for trailing 1 year

## SUPPORT AVAILABLE AFTER THE WARRANTY PERIOD

- Data on cloud dashboard for trailing 1 year
- H/W R&R support available upon availing AMC

## IU CLOUD PLATFORM/ANDROID/iOS APP WARRANTY

By using the services, the customer agrees to follow terms of services. This agreement governs customer's access and use of the services.

### Provision of Services

#### IU's Obligation

- Subject to this warranty, during the term, the customer may: (a) use the services, and (b) use any software provided by IU as part of the services. Customer may not sublicense or transfer these rights.
- IU will use commercially reasonable efforts to make the IU services available with better uptime.
- IU provides direct access to the trailing 1-year data to customers through reports from the dashboard.
- IU is responsible for providing three-year data from the cloud on request on supported digital media. (applicable only for cloud platform under AMC)
- IU provides Dashboard and Mobile Application Uptime of 99.9%.
- **Android/iOS app-specific**
  - IU provides updates regularly for enhancement, new features, and bug fixes.

- No customization of the application is provided. In the case of the iOS app, customization is not possible.
- We can provide branding (All services will remain the same, the only logo can be modified for branding). In the case of the iOS app, custom branding is not provided.

## Customer's Obligation

- You are responsible for identifying and authenticating all users, for approving access by such users to the services, for controlling against unauthorized access by users, and for maintaining the confidentiality of usernames, passwords, and account information.
- You are required to accept all bug fixes, and updates necessary for the proper functioning and security of the Services.

## Admin dashboard

- The customer will have access to the Admin Dashboard, and an android/iOS app through which the customer may administer the devices and access to data for its users.

### Facilities

#### Technical Support

- Subject to subscription/AMC, IU will provide technical support as per guidelines.
- IU offers technical support for the software it furnished by telephone, e-mail, including (1) answering post-installation questions; (2) interpreting error messages;
- While requesting technical support, the customer shall provide the details as explained in the TAC policy.

For more details refer to the **TAC policy**

## Data Security

- All facilities used to store and process an application and customer data will adhere to reasonable security standards. IU has implemented industry-standard systems and procedures to (i) ensure the security and confidentiality of an application and customer data, (ii) protect against anticipated threats or hazards to the security or integrity of an application and customer data, and (iii) protect against unauthorized access to or use of an application and customer data.

## New Applications and Services

- IU may make new applications, tools, features, or functionality available from time to time through the Services and use of which may be contingent upon customer's agreement to additional terms.

## Use of Customer Data

- IU will not access or use customer data, except as necessary to provide improved services to the customer.

## Customer Feedback

- If the customer provides IU feedback about the services, then IU may use that information without obligation to the customer, and Customer hereby irrevocably assigns to IU all right, title, and interest in that feedback.

## Modification

- We may modify commercially reasonable changes to this agreement, including pricing from time to time. IU will provide at least 30 days advance notice for materially adverse changes to any SLAs by either (i) sending an email to the customer's primary point of contact; (ii) posting a notice in the Admin Console.

We may modify dashboard/application/features at any time by posting a revised version on the IU Site or by otherwise notifying you.

## **Deprecation of Services**

### **Suspension**

Customer will not, and will not allow third-parties under its control to (a) copy, modify, create a derivative work of, reverse engineer, decompile, translate, disassemble, or otherwise attempt to extract any or all of the source code of the Services. If IU becomes aware that customers or any customer's end users violate this, IU has the right to suspend all or part of the customer's use of services until the violation is corrected.

### **Deprecation Policy**

IU will announce if it intends to discontinue or make backward-incompatible changes to the Services. IU will use commercially reasonable efforts to continue to operate those Services versions and features.

### **Discontinuance of Services**

IU may discontinue any services or any portion or feature in so far for any reason at any time without liability to the Customer.

### **Cloud platform Warranty**

IU warrants that the IU platform will be free from defects in materials and workmanship under normal use as per IU's published user documentation.

#### **Exclusion in cloud platform Warranty**

Cloud platform warranty does not include (a) data for more than three years, (b) actionable analysis of the data

### **Android/iOS App Warranty**

IU warrants that the IU Android/iOS app will be free from defects in materials and workmanship under normal use as per IU's published user documentation

#### **Exclusion in Android/iOS App Warranty**

Android/iOS App warranty does not include (a) storage of data

#### **Exclusion of warranty**

This limited warranty does not apply if the customer (a) refuses to update the bug fixes, firmware, software (b) refuses to extend AMC/subscription after the expiry of the warranty period (c) copies, modifies, or creates a derivative work of, reverse engineer, decompile, translate, disassemble, or otherwise attempt to extract any or all of the source code of the Services (d) tries to update alternative firmware on hardware not provided by IU.

### **Disclaimer**

EXCEPT AS EXPRESSLY PROVIDED FOR IN THIS AGREEMENT, TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IU DO NOT MAKE ANY OTHER WARRANTY OF ANY KIND. IU DOES NOT CONTROL THE TRANSFER OF DATA OVER COMMUNICATION FACILITIES INCLUDING THE INTERNET, AND THAT THE SERVICES MAY BE SUBJECT TO LIMITATIONS, DELAYS, AND OTHER PROBLEMS INHERENT IN THE USE OF SUCH COMMUNICATIONS FACILITIES. IU IS NOT RESPONSIBLE FOR LOSS OF ANY CUSTOMER DATA BECAUSE OF NON-AVAILABILITY/LOW BANDWIDTH OF INTERNET, DEVICE DISCONNECTION FOR ANY REASON/ PLANNED OR

UNPLANNED DOWNTOWN. IU DOES NOT WARRANT THAT THE OPERATION OF THE SOFTWARE OR THE SERVICES WILL BE ERROR-FREE OR UNINTERRUPTED. NEITHER THE SOFTWARE NOR THE SERVICES ARE DESIGNED, MANUFACTURED, OR INTENDED FOR HIGH-RISK ACTIVITIES.

### **Limitation of Liability**

TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IU WILL NOT BE LIABLE UNDER THIS AGREEMENT FOR LOST REVENUES OR INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL, EXEMPLARY.

### **Force Majeure**

Neither party will be liable for failure or delay in performance to the extent caused by circumstances beyond its reasonable control.

### **Version Update**

IU reserves the right to make adjustments and/or changes to this warranty policy from time to time without notice.

### **IU's 2-Year Limited Hardware Warranty Terms**

This warranty applies if you have purchased an IU device from an authorized source. By using the Services, you agree to the following terms to your hardware warranty. Your embedded software is subject to the IU Software warranty terms.

### **DEFINITIONS**

"Embedded software" is the software written to control the device. It is specialized for the particular hardware that it runs on and has time and memory constraints.

"Warranty period" means the duration for which the company is liable to give you services for repair or replace (if repair is not possible).

"Hardware Warranty" covers the repair, and if repair is not possible, replacement of IU device purchased from us, for 2 years from the date of dispatch of the product.

"Warranty Period" is valid for 24 months i.e. Two (2) years from the date of dispatch of the product.

"Start date" of warranty refers to the first day from the date of dispatch of product from IU.

"End date" of warranty refers to the last day of warranty period i.e. last day of the 24 months from the date of dispatch of product from IU.

### **Duration of Hardware Warranty: Two (2) Year**

### **Replacement, Repair or Refund Procedure for Hardware**

Refer to the **RMA policy** for more details.

### **R&R Support for HW**

IU warrants that (a) All IU Device whether under valid subscription or warranty or in AMC shall be able to avail of our R&R policy (b) Only units which undergo TAC case registration and with valid RMA# will be covered under the R&R process

### **Limited Hardware Warranty**

IU warrants that the IU device (including any ancillary parts that may be packaged with it for example power cord, Vibration Pad, Stud) will be free from defects in materials and workmanship under normal use as per IU's published user documentation for two years from the date of original retail purchase in its original packaging by IU ("Limited Warranty").

This Limited Warranty is only valid and enforceable in locations the IU device is sold and will apply only if you purchased your IU device from IU or its authorized OEM's.

The additional accessories like extra power cord, Vibration Pad, Stud can be provided at extra cost, and warranty starts from the date of purchase.

This Limited Warranty does not guarantee that the use of the IU will be uninterrupted or error-free.

## **Exclusion of warranty**

This limited warranty does not apply if the Hardware (a) damage caused by normal wear and tear, accidents, misuse, neglect, disassembly, alterations, servicing other than by IU authorized technicians

(b) has not been installed, mounted, operated, repaired, or maintained as per instructions supplied by IU, (c) has been subjected to water damage, anomalies in the electrical current supplied to the device, and extreme thermal or environmental conditions, (d) damage caused by you installing an alternative firmware, (e) The product is found to be defective after the expiry of the warranty period

This limited warranty does not apply to third party products.

## **DISCLAIMER OF WARRANTY**

THE LIMITED WARRANTY WRITTEN ABOVE IS THE ONLY EXPRESS WARRANTY IU PROVIDES FOR THE IU DEVICE, AND THE ABOVE REMEDY IS YOUR SOLE REMEDY. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IU EXPRESSLY DISCLAIMS ALL OTHER WARRANTIES AND CONDITIONS OF ANY KIND, WHETHER STATUTORY OR IMPLIED, ARISING FROM COURSE OF CONDUCT OR OTHERWISE, REGARDING THE IU DEVICE, EXCEPT THAT ANY IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT ARE LIMITED IN DURATION TO THE TWO YEARS OF THE EXPRESS WARRANTY ABOVE.