

## LIMITED PRODUCT WARRANTY – SOFTWARE

Subject to the terms and conditions of this Limited Product Warranty, Mitsubishi Electric Automation, Inc. (“MEAU”) warrants to the original purchaser (the “Licensee”) of any Products sold by MEAU that:

- A. For purposes of this Limited Product Warranty, a “Product” is defined as the disk on which software is recorded that is not more specifically covered by a different limited warranty provided by MEAU.
- B. The Product is warranted to be free from defects in materials and workmanship under normal use and service for a period of ninety (90) days from the date of delivery, as evidenced by a copy of Licensee’s receipt (the “Warranty Period”). Any implied warranties on the Product are warranted during the Warranty Period.
- C. EXCEPT AS EXPRESSLY SET FORTH IN THIS LIMITED PRODUCT WARRANTY, THE PRODUCT, SOFTWARE AND ACCOMPANYING WRITTEN MATERIALS (INCLUDING INSTRUCTIONS FOR USE) ARE PROVIDED “AS IS” WITHOUT WARRANTY OF ANY KIND. MEAU DOES NOT WARRANT, GUARANTEE OR MAKE ANY REPRESENTATIONS REGARDING THE USE, OR THE RESULTS OF THE USE, OF THE SOFTWARE OR WRITTEN MATERIALS IN TERMS OF CORRECTNESS, ACCURACY, RELIABILITY, CORRECTNESS OR OTHERWISE. THE ENTIRE RISK AS TO THE RESULTS AND PERFORMANCE OF THE SOFTWARE IS ASSUMED BY LICENSEE. IF THE SOFTWARE OR WRITTEN MATERIALS ARE DEFECTIVE, LICENSEE, AND NOT MEAU OR ITS DEALERS, DISTRIBUTORS, AGENTS OR EMPLOYEES, ASSUME THE ENTIRE COST OF ALL NECESSARY SERVICING, REPAIR OR CORRECTION.
- D. MEAU’s entire liability and Licensee’s exclusive remedy as to the Product, shall be, at MEAU’s option, either (a) return of the purchase price or (b) replacement of the disk that is returned to MEAU with a copy of the receipt. Any replacement Product will be warranted for the remainder of the original Warranty Period or thirty (30) days, whichever is longer.
- E. NO LABOR. This Limited Product Warranty does NOT include labor or any other costs incurred for repair or replacement of the Products.
- F. This Limited Product Warranty does not apply to Products whose serial numbers have been altered, defaced or removed or to Products which have been subject to damage during shipment.
- G. This Limited Product Warranty does not cover: (i) Products that are damaged during shipment; (ii) failure of equipment or products not supplied by MEAU (including components or software); (iii) failure of or damage to Products due to misuse (including use in other than normal customary manner), neglect, accident, improper installation or repair, abuse, misapplication, alteration or modification not performed by MEAU personnel, excessive physical or electrical stress, or operation under abnormal or improper environmental conditions or the like; or (iv) damage caused by force majeure or other factors such as power surge damage caused by lightning and fluctuations in or interruptions of electrical power. Since the machine or system on which the Product is to operate is provided by third parties, MEAU is not responsible for the operation, availability or loss of use of the machine or system.
- H. During the Warranty Period, if MEAU determines a returned Product (accompanied by a copy of the receipt) is defective, MEAU shall, at its option, either refund the purchase price to Licensee or replace the Product. Defective Products replaced by MEAU shall become the property of MEAU. MEAU reserves the right to make any or all Product changes it may deem necessary without prior notice to Licensee. This Limited Product Warranty does not include on-site repair of Product. Licensee must follow the warranty claim procedures below when notifying MEAU of any covered defect.
- I. EXCEPT AS EXPRESSLY STATED IN THIS LIMITED product WARRANTY, MEAU MAKES NO OTHER WARRANTY, EXPRESS OR IMPLIED, WITH RESPECT TO THE PRODUCTS OR SERVICES COVERED BY THIS LIMITED product WARRANTY. ALL IMPLIED WARRANTIES, INCLUDING WITHOUT LIMITATION, THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A particular PURPOSE, ARE HEREBY EXPRESSLY EXCLUDED.
- J. This Limited Product Warranty shall not be enlarged, extended or affected by, and no obligation or liability shall arise or grow out of, MEAU or its DEALERS, DISTRIBUTORS, AGENTS OR EMPLOYEES providing,

directly or indirectly, any oral or written information, technical or other advice, information and/or service to original owner in connection with the Product AND LICENSEE MAY NOT RELY ON ANY SUCH INFORMATION OR ADVICE.

- K. THIS LIMITED PRODUCT WARRANTY IS THE EXCLUSIVE REMEDY OF LICENSEE AND THE SOLE LIABILITY OF MEAU FOR ANY AND ALL CLAIMS BASED ON FAILURE OR DEFECTS IN PRODUCTS COVERED UNDER THIS LIMITED product WARRANTY, WHETHER BASED ON CONTRACT, WARRANTY, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY OR OTHERWISE AND IS EXCLUSIVE AND IN LIEU OF ALL OTHER WARRANTIES WHETHER WRITTEN OR ORAL, IMPLIED OR STATUTORY. THE FOREGOING WARRANTY DOES NOT APPLY TO ANY PRODUCT OR SERVICE PROVIDED BY THIRD PARTIES.
- L. IN NO EVENT, WHETHER IN CONTRACT, WARRANTY, TORT (INCLUDING NEGLIGENCE) OR OTHERWISE, SHALL MEAU OR ANYONE ELSE WHO HAS BEEN INVOLVED IN THE CREATION, PRODUCTION OR DELIVERY OF THIS PRODUCT BE LIABLE TO LICENSEE OR ANY THIRD parties FOR INDIRECT, INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES OF ANY NATURE OR FOR ANY CAUSE WHATSOEVER, INCLUDING, BUT NOT LIMITED TO, INFRINGEMENT OF THIRD PARTY RIGHTS, LOST GOODWILL, LOST REVENUES OR PROFITS, WORK STOPPAGE, PRODUCT FAILURE, IMPAIRMENT OF OTHER GOODS, COSTS OF REMOVAL AND REINSTALLATION OF THE PRODUCT, LOSS OF USE, INJURY TO PERSONS OR PROPERTY ARISING OUT OR RELATED TO THE PRODUCT, LOST PROFITS, LOSS OF USE OF product, LOST PRODUCTION, LOSS OF BUSINESS, COST OF SUBSTITUTE EQUIPMENT, OR FACILITIES OR SERVICE DOWN TIME, EVEN IF MEUS HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGE. IN NO EVENT SHALL MEUS' LIABILITY EXCEED THE ACTUAL PURCHASE PRICE OF THE PRODUCT WITH RESPECT TO WHICH ANY CLAIM IS MADE.
- M. THIS LIMITED PRODUCT WARRANTY GIVES YOU SPECIFIC LEGAL RIGHTS. YOU MAY HAVE OTHER RIGHTS, AND THESE RIGHTS VARY FROM STATE TO STATE.
- N. SOME STATES DO NOT ALLOW LIMITATIONS ON WARRANTIES OR EXCLUSIONS OR LIMITATION OF DAMAGES, SO THE ABOVE LIMITATIONS OR EXCLUSIONS MAY NOT APPLY.
- O. DISPUTE RESOLUTION. For any dispute with MEAU, Licensee agrees to first contact MEAU by phone (847-478-2500 ext. 1) or e-mail (TSSParts@meau.com) or U.S. Mail at:

Mitsubishi Electric Automation, Inc.  
500 Corporate Woods Parkway  
Vernon Hills, IL 60061  
Attn: Technical Service & Support Parts Department

and attempt to resolve the dispute with MEAU informally by providing Licensee's name, address, and contact information and describing the nature of the dispute. In the unlikely event that MEAU has not been able to resolve a dispute with Licensee within 60 days of Licensee's original informal claim (or sooner if, in MEAU's opinion, a dispute is not likely to be resolved within 60 days), Licensee and MEAU each agrees to resolve any claim, dispute, or controversy arising out of or in connection with or relating to this Limited Product Warranty, or the breach or alleged breach thereof (collectively, "Claims"), by binding arbitration before an arbitrator from Judicial Mediation and Arbitration Services ("JAMS") located in Chicago, Illinois. All claims must be brought in the parties' individual capacity, and not as a plaintiff or class member in any purported class or representative proceeding. This waiver applies to class arbitration unless such arbitration is necessary to effectuate the enforcement of the court class action waiver or in the event that class arbitration is expressly agreed to by MEAU. Licensee agrees that Licensee and MEAU are each waiving the right to a trial by jury or to participate in a class action. Licensee may opt-out of the foregoing arbitration and class action/jury trial waiver provision of this Limited Product Warranty by notifying MEAU in writing within 30 days of purchase. Such written notification must be sent by email to (TSSParts@meau.com) or U.S. Mail at:

Mitsubishi Electric Automation, Inc.  
500 Corporate Woods Parkway  
Vernon Hills, IL 60061  
Attn: Technical Service & Support Parts Department

and must include: (1) Licensee's name, (2) Licensee's address, (3) Licensee's warranted Product serial number, and (4) a clear statement indicating that Licensee does not wish to resolve disputes through arbitration and demonstrating compliance with the 30-day time limit to opt-out.

- P. If any clause herein is found to be illegal or unenforceable, that clause will be severed from this Limited Product Warranty and the remainder of this Limited Product Warranty will be given full force and effect. As noted above, if a class action waiver of both court and arbitration class actions is found unenforceable, class arbitration will be expressly allowed under this Limited Product Warranty.
- Q. warranty claim PROCEDURES. To initiate a warranty claim, Licensee must contact MEAU by letter or fax and be instructed on how to proceed, as follows:

Mitsubishi Electric Automation, Inc.  
Attn: Technical Service & Support Parts Department  
500 Corporate Woods Parkway  
Vernon Hills, IL 60061  
Tel: (847) 478-2500  
Fax: (847) 478-2503

Prior to returning any Products to MEAU, a pre-assigned return materials authorization number ("RMA") must be obtained from the Technical Service & Support Repair Department. Any item received by MEAU without an RMA will not be accepted and will be returned to sender at sender's expense. Licensee is required to return defective Products, together with a copy of the Licensee's receipt of purchase of such Products, to the location authorized by MEAU, upon issuance of the RMA for a determination by MEAU as to the application of this Limited Product Warranty. The Products shall be shipped freight prepaid by the Licensee. If MEAU determines that the Product defect is covered under this Limited Product Warranty, MEAU will either, at MEAU's option, refund the purchase price to Licensee or replace the defective Product without charge to Licensee, return freight prepaid. If MEAU determines that there is no defect found, or that the Product defect is not covered under this Limited Product Warranty, MEAU will advise the Licensee of the reason and the cost of replacing the Product. MEAU's determination is final.

- R. No credit or other reimbursement shall be issued for any repair performed by third parties, including distributors and service centers, other than as specifically authorized by MEAU in writing.
- S. The procedures described in this Limited Product Warranty may be modified from time to time by MEAU without prior notice. No waiver or alteration of any of the provisions of this Limited Product Warranty and these procedures shall be binding upon MEAU, unless made in writing and signed by a duly authorized officer of MEAU.