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#### **Terms and Conditions**

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- 13. Should the product concerned be an I.R.I.S.'s hardware product, this EULA covers warranty obligations for this hardware product limited to the terms set forth below:
  - 1. I.R.I.S., as defined below, warrants this I.R.I.S.-branded hardware product against defects in materials and workmanship under normal use for a period of ONE (1) YEAR outside EEC, TWO (2) years inside EEC from the date of retail purchase by the original end-user purchaser ("Warranty Period"). If a hardware defect arises and a valid claim is received within the Warranty Period, at its option and to the extent permitted by law, I.R.I.S. will either (1) repair the hardware defect at no charge, using new parts or parts equivalent to new in performance and reliability, (2) exchange the product with a product that is new or equivalent to new in performance and reliability and is at least functionally equivalent to the original product, or (3) refund the



- purchase price of the product.
- 2. I.R.I.S. may request that you replace defective parts with new or refurbished user-installable parts that I.R.I.S. provides in fulfillment of its warranty obligation. A replacement product or part, including a user installable part that has been installed in accordance with instructions provided by I.R.I.S., assumes the remaining warranty of the original product or ninety (90) days from the date of replacement or repair, which ever provides longer coverage for you. When a product or part is exchanged, any replacement item becomes your property and the replaced item becomes I.R.I.S.'s property. Parts provided by I.R.I.S. in fulfillment of its warranty obligation must be used in products for which warranty service is claimed.
- 3. When a refund is given, the product for which the refund is provided must be returned to I.R.I.S. and becomes I.R.I.S.'s property.
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  - 3. Important: Do not open the hardware product. Opening the hardware product may cause damage that is not covered by this warranty. Only I.R.I.S. or an authorized service provider should perform service on this hardware product.
- 14. In the event that a claim is filed in a court of competent jurisdiction alleging that the I.R.I.S. product, its related documentation, its trademarks, its copyrights and its trade names used within the scope of the license granted hereunder directly infringes any copyright or trade secret of any third party ("infringement action"), I.R.I.S. shall indemnify, defend and hold the licensee harmless from and against such infringement action and any and all costs, damages, penalties and expenses, including reasonable attorneys' fees, finally resulting from or awarded in actions attributable to such claim, provided that (a) the licensee promptly notifies I.R.I.S. in writing of the existence of such infringement action when the licensee becomes aware of such infringement action, (b) I.R.I.S. has control of the defense of such infringement action and all related settlement negotiations, and (c) the licensee provides all reasonable assistance and cooperation in such defense. In the event of an infringement claim for which I.R.I.S. is obligated to indemnify the licensee, I.R.I.S. may, at its sole discretion, (i) obtain a license that allows the licensee to continue using the I.R.I.S. product, or (ii) replace or modify the I.R.I.S. product so as to be non-infringing in a manner that does not materially affect its functionality. The foregoing represents I.R.I.S.' sole responsibility to the licensee in the event of a third-



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- 16. Notwithstanding the foregoing, I.R.I.S. shall have no responsibility for claims arising solely as a result of the modifications made by the licensee to the I.R.I.S. product. In case of claims arising from the combined use of I.R.I.S.' product with the licensee's solution, the responsibility shall be shared by both I.R.I.S. and the licensee if the real cause of the problem for which such claims are lodged can not be clearly identified to be from the I.R.I.S.' side or from the licensee's side.