

Extended Warranty and Support Agreement – Vision360 Product Division

Vision | Studio | Tech | Micro | Measure | Light

Agreement Number:	
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V360 Technetronic LLP 's products are covered by a one year Warranty and Technical Support Agreement (the Limited Warranty and Technical Support Agreement"). An obligatory Warranty and Support Agreement (the Extended Warranty and Support Agreement") provides coverage for your Vision360 Hardware & Software. The Extended Warranty and Support Agreement also entitles you to receive any software and documentation updates which V360 Technetronic LLP may publish during the term of the Extended Warranty and Support Agreement.

In addition, under the Extended Warranty and Support Agreement, V360 Technetronic LLP agrees to provide parts and labour necessary to repair the Vision360 systems listed in **Schedule A** (if applicable): Covered Equipment, and to restore it to proper operating order, upon the following terms and conditions.

I. Purchase and Term of Agreement

Extended Warranty and Support Agreement coverage may be contracted for in a single Agreement or in a series of Agreements. In any event, each Extended Warranty and Service Agreement must be purchased prior to the expiration of a previous Warranty term.

The term of an Agreement shall not begin until the day following the expiration of the existing Limited Warranty and Service Agreement or Extended Warranty and Support Agreement term. The beginning date and ending date are specified in **Schedule B**: Term.

All charges for coverage shall be due and payable as of the date of this Agreement and shall be non-refundable once paid. A 20% late fee applies to payments made after previous coverage has expired. Charges are specified in **Schedule C**: Fees. The annual cost of this Extended Warranty and Support Agreement is **US\$ 570.00 equivalent to ₹ 23,800.00** (Change without any notice) with additional applicable service tax. The mentioned charges gives you 40 hours of TeamViewer™ assistance, telephone and /or email support per year. If you need more than 40 hours of support in a year, they may be purchased for US\$ 50 per hour or In case of requirements onsite assistance or repair then travelling, accommodation & fooding charges extra.

The current owner agrees to provide the old company name if any on **Schedule E: Contract Transfer** required by a warrantor in order to consummate an assignment to purchase any warranties included in the property and to pay the cost of any fee required to transfer any such warranty.

II. Support Provided

V360 Technetronic LLP will provide extensive documentation, but cannot promise that it will cover every eventuality.

Deliver software as is, with no promises of adding further functionality. We are certainly willing to explore adding functionality, but it should easily implemented at all operating platform and accessing media from user point of view. We can in no way guarantee that we will be successful, and may need to charge for work done beyond the scope of what is basically already included in the product.

In order to assist our customers with various data hosting related issues, we will request that the customer provide log/trace files in a timely manner.

Expect our customers to be familiar with, and able to operate, their specific OS & Vision360 software.

Provide remote assistance (Through TeamViewer™ or an equivalent) with initial set-up and configuration. We expect the customer to view & read support videos and documentation about the configuration and characteristics of their system prior to contacting us for configuration/start-up assistance.

Except as otherwise set forth in this Agreement, V360 Technetronic LLP agrees to provide the necessary support and repair required as a result of defects in materials or workmanship, including all parts and labour, that V360 Technetronic LLP deems necessary and appropriate to restore. Failed hardware to proper working condition. You may obtain support during V360 Technetronic LLP normal business hours: 9 a.m. to 5 p.m. Indian Standard Time, Monday through Friday, holidays excluded. V360 Technetronic LLP agrees to have a qualified technician look at your problem as soon as possible, but in no case more than 12 business hours of the time we receive your request.

V360 Technetronic LLP also agrees to provide you with a copy of each software and documentation update after the acceptance of the End User License Agreement which it may publish during the term of the Agreement.

III. Services Excluded

Coverage under this Agreement will not include:

- Computer configuration and it's internet connectivity. It is up to the customer to obtain latest drivers and proper connectivity without restriction.
- Camera & It's accessories.
- Wear & Tear of consumable items e.g. Vacuum Stages, Disc Stickers, Gemholder Tip etc.
- Assistance in setting up FTP server or in configuring your network. We assume that your network is up and running, and in the case of FTP set-up your IT team will take care of it.
- OS or 3rd party software troubleshooting.
- Data recovery due to Hardware or Software failure.
- Repair, maintenance, and adjustment to the Hardware required for reasons of neglect, misuse, accident, modification without V360 Technetronic LLP 's prior written approval, improper environment (including lack of proper temperature or humidity), unusual physical or electrical stress or interference, failure or fluctuation of electrical power, lightning, static electricity, fire, or acts of God.

- Service necessary to modify the Hardware so that it may be used with computers introduced after the date on which the Hardware was purchased.
- Service necessary to comply with requirements or regulations of any government body or agency arising after the date on which the Hardware was purchased; or if the serial number of the Board has been tampered with or removed.

IV. Obtaining Service

In order to obtain service, call the company identified in <u>Schedule D</u> (the Service Provider/Company's support Dept."). Inform the Service Provider of your Extended Warranty and Service Agreement Number. Service Provider will confirm your address and ship a replacement part to you for delivery on the next three (03) business days. Delivery may take longer outside the India. Send the faulty part to the Service Provider using materials shipped to you.

V360 Technetronic LLP may choose to repair the Whole Hardware/Its particular Part or to simply replace it. If repair is chosen, the Whole Hardware or Its particular Part will be shipped to you once repair (Within 05 working days after successful receiving of the goods) has occurred. Upon receipt of the repaired part, you will return the replacement part to the Service Provider/Company's support Dept.

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 faulty hardware or software media, and you assume the risk of loss and damage for all such items in transit to the shipping address specified by V360 Technetronic LLP customer support. V360 Technetronic LLP is solely responsible for all Shipping Costs due in connection with V360 Technetronic LLP's return of any repaired or replacement units of hardware or software media under the Extended Hardware Warranty, and V360 Technetronic LLP assumes the risk of loss and damage for all such items in transit to your return address.

V. Limitation of Liability

V360 Technetronic LLP may permanently replace the system in whole or in part with comparable equipment and may use remanufactured and refurbished parts and modules in performing service & support.

Replacement parts and modules shall become your property; the replaced parts shall become the property of V360 Technetronic LLP. V360 Technetronic LLP shall have no obligation to return replaced parts.

V360 Technetronic LLP's maximum liability under this Agreement shall be limited to the replacement of the faulty parts with comparable equipment.

This is a service contract. V360 Technetronic LLP shall have no liability or responsibility to you or any other person or entity with respect to any liability, loss, or damage caused directly or indirectly by Vision360 equipment or programs sold or provided by V360 Technetronic LLP, Vision360 replacement parts or units, or service provided by V360 Technetronic LLP including but not limited to any interruption of service, loss of business or anticipatory profits, or consequential damages resulting from the use or operation of the equipment. In no event shall V360 Technetronic LLP be liable for loss of profits or any indirect, special or consequential damages arising out of any breach of this Agreement.

Under this agreement, the licensee allows using Vision360 for personal & non-commercial purposes use only & can't provide a professional services with it to others (Company or Individual) with or without charges or against any type commercial or non-commercial favour. Authentication System. The Software contains

technological measures that, working in conjunction with Vision360 computer servers, are designed to prevent unlicensed or illegal use of the Software (collectively, the "Authentication System"). You acknowledge and agree that such Authentication System allows V360 Technetronic LLP. to (among other things) (a) monitor use of the Software (b) suspend or disable access to the Software in whole or in part in the event of a breach of this Agreement; and (c) terminate use of the Software upon the expiration or termination of this Agreement. You agree not to thwart, interfere with, circumvent or block the operation of any aspect of the Authentication System, including any communications between the Software and Vision360's computer servers. For the avoidance of doubt, the Software will not operate unless V360 Technetronic LLP. from time to time verifies the Software using the Authentication System which requires the exchange of information between You and Vision360 over the Internet.

VI. General

You may transfer this Agreement along with your Vision360 system. Contact team Vision360 with new owner information. V360 Technetronic LLP may subcontract performance of its obligations under this Agreement to third parties, but shall not be relieved of its responsibilities thereby.

The terms and conditions of this Agreement shall prevail over any conflicting, additional, or other terms of any purchase, order or other document you submit.

This Agreement is governed by the laws of the Union of India within Surat Jurisdiction (Gujarat - Indian).

I have read, understand and agree to the Extended Warranty and Service Agreement terms and conditions as specified herein:



Company Detail		
Owner Name :		
Company Name :		
Address:		
Phone :	Fax:	
Signature :	Date :	
Accepted by V360 Technetronic LLP:		
Schedule A: Covered equipment		
Vision360 Product Model & Serial No :		
Location of Equipment :		
Schedule B: Term		
Beginning Date :		
Ending Date :		
Schedule C: Fees		
Annual Fee :		
Schedule D: Service Provider		
Company:		
Address:		
Phone :	Fax:	
Schedule E: Contract Transfer		
Former Company Name:		