

Never in the Dark TM

One-Year Limited Extended Warranty – Freedom® On-The-Move System

- 1. Product Warranty Extension. Freedom Surveillance, LLC dba Strongwatch. "Company," warrants Freedom OTM against defects in material and workmanship that occur during normal use for a period of Twelve Months (12) MONTHS from the date of extended warranty purchase order as evidenced by Customer's purchase order date. Company warrants to the original purchaser or, for products purchased from an Integrator, Reseller, or OEM's to the original end-user that Company branded products will be free from defects in materials and workmanship from the date of original purchase order. Warranty is extended solely to the original purchaser and is nontransferable. A purchase receipt or other proof of date of original purchase will be required before warranty performance is rendered. This warranty only covers failures due to defects in materials or workmanship during the warranty period. Company will, at its option: (1) provide new or rebuilt replacement parts necessary to repair the product, (2) replace the product with a comparable product. Company or a Company authorized third party service provider will provide labor to resolve warranty issues during the warranty period. COMPANY will determine how and where repair services are provided, and you may be required to deliver your product to a COMPANY authorized service location, Replacement parts or products will be new or serviceably used, comparable in function and performance to the original part or product, and warranted for the remainder of the original warranty period or, if longer, 30 days after they are shipped to you. Purchasing additional add-on products from COMPANY does not extend your warranty period.
- 2. Services and Service Warranty. To obtain service under this limited extended warranty, you must follow COMPANY's warranty return procedures. If COMPANY requests the return of defective parts or product, you must do so within 7 days after you receive an (RMA) Return Material Authorization. (Section 4). If you are located outside the United States, the details of your warranty service may vary as described below. THIS LIMITED WARRANTY COVERS NORMAL USE ONLY. COMPANY DOES NOT WARRANT AND IS NOT RESPONSIBLE FOR DAMAGES CAUSED BY MISUSE, ABUSE, ACCIDENTS, VIRUSES, UNAUTHORIZED SERVICE OR PARTS, OR THE COMBINATION OF COMPANY MANUFACTURED PRODUCTS WITH OTHER PRODUCTS. THIS LIMITED WARRANTY DOES NOT COVER SOFTWARE OR NON-COMPANY MANUFACTURED PRODUCTS. ANY WARRANTY APPLICABLE TO SOFTWARE OR NON-COMPANY BRANDED PRODUCTS IS PROVIDED BY THE ORIGINAL MANUFACTURER.

Corporate

18801 N. Thompson Peak Pkwy Suite 240 Scottsdale, AZ 85255 888.315.3558

Phoenix

301 W. Deer Valley Rd. Suite #7 Phoenix. Arizona 85027



Freedom Surveillance, LLC

d.b.a. Strongwatch

strongwatch.com



COMPANY warrants that services provided by COMPANY will be performed in a professional and workmanlike manner. It is the customer's responsibility to back up all files before returning the product to COMPANY for service. COMPANY IS NOT RESPONSIBLE FOR ANY LOSS OF DATA OR FOR PROPRIETARY INFORMATION LEFT ON THE UNIT. Services beyond the normal scope of warranty will be billed on a Time and Materials basis at the current rate in effect at the time of repair plus parts. All Neglect & Abuse (see section 7), service/repair actions are billable repairs and COMPANY must have a purchase order in hand before repairs will commence. Repairs that are classified as Neglect/Abused shall require a minimum of seven (7) working days to complete, with extra time required for special cases such as shortage of parts.

Customer is responsible for all shipping, insurance and handling costs to and from COMPANY for warranty and non-warranty work performed by COMPANY.

3. Warranty Exceptions:

This warranty does not cover losses or damages arising from: shipping, repairs. modifications, adjustments, or installation of options or parts by any person or entity other than a COMPANY authorized service center; excessive or inadequate electrical power surges or other irregularities: damages to computer system components caused by either internal or external equipment not supplied by COMPANY; connection shortages, or components not installed or purchased from COMPANY; special, incidental, or consequential damage resulting from any breach of warranty or any other legal theory, including but not limited to lost profit, downtime, goodwill, damage to or replacement of equipment and property, and any cost recovering, reprogramming, or reproducing any program or data stored in or used with COMPANY products; damages to painted surfaces and touch screens due to physical abuse or excessive use; accidents, misuse, fire, flood, "Acts of God", or other contingencies beyond the control of COMPANY. In no event shall COMPANY be liable neither for any special incidental, consequential damages nor for any damages resulting from misuse or modification of any or all merchandise. Other than as expressly warranted herein by COMPANY, the customer waives all the implied warranties of merchantability, fitness for a particular purpose, or otherwise.

This warranty does not cover peripherals, adaptor cables, hand held controllers, or radio cards used externally. DC power cords, DC to DC power filters and mounting apparatus are not covered by this warranty. It does not cover damage which occurs in shipment or failures which are caused by products not supplied by COMPANY, or failures which result from alteration, accident, misuse, introduction of liquid or other foreign matter into the unit, abuse, neglect, installation, maladjustment of system controls, improper maintenance, modification or service by anyone other than the COMPANY Factory Service Center or authorized COMPANY Service Dealer, or damage that is attributable to acts of God. COMPANY does not guarantee that non COMPANY software will be free from errors, either in isolation or in combination with hardware.



- **4. Returns.** To return products you must follow COMPANY's RMA procedures; including obtaining a return merchandise authorization (RMA) number and returning products within 7 days of receipt of an RMA number. **Customer is responsible for all shipping, insurance and handling costs to and from COMPANY for warranty and non-warranty work performed by COMPANY.** To obtain a Return Material Authorization number, please call COMPANY at 888-315-3558 or contact us at info@strongwatch.com.
- 5. Disclaimer of Warranties; Limitation of Liability. EXCEPT FOR THE WARRANTIES EXPRESSED IN THIS AGREEMENT, COMPANY DISCLAIMS ALL OTHER WARRANTIES, EITHER EXPRESS OR IMPLIED, INCLUDING IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, OTHER THAN THOSE WARRANTIES IMPLIED BY AND INCAPABLE OF EXCLUSION, RESTRICTION OR MODIFICATION UNDER APPLICABLE LAW. THE TERM OF ANY IMPLIED WARRANTIES THAT CANNOT BE DISCLAIMED ARE LIMITED TO THE TERM OF THIS AGREEMENT. COMPANY AND CUSTOMERS' MAXIMUM LIABILITY TO THE OTHER IS LIMITED TO THE PURCHASE PRICE YOU PAID FOR PRODUCTS OR SERVICES PLUS INTEREST AS ALLOWED BY LAW. NEITHER CUSTOMER NOR COMPANY IS LIABLE TO THE OTHER IF CUSTOMER OR COMPANY ARE UNABLE TO PERFORM DUE TO EVENTS CUSTOMER OR COMPANY ARE NOT ABLE TO CONTROL, SUCH AS ACTS OF GOD, OR FOR PROPERTY DAMAGE, PERSONAL INJURY, LOSS OF USE. INTERRUPTION OF BUSINESS OR PUBLIC SERVICE, LOST PROFITS, LOSS OF LIFE, LOSS OF DATA OR OTHER CONSEQUENTIAL, PUNITIVE OR SPECIAL DAMAGES, HOWEVER CAUSED, WHETHER FOR BREACH OF WARRANTY, CONTRACT, TORT (INCLUDING NEGLIGENCE), AND STRICT LIABILITY OR OTHERWISE, OTHER THAN THOSE DAMAGES THAT ARE INCAPABLE OF LIMITATION, EXCLUSION OR RESTRICTION UNDER APPLICABLE LAW.
- **6. International Customers** The standard warranty stated above also applies to COMPANY products shipped to a country outside the United States. International customers are responsible for all customs duties, VAT and other associated taxes and insurance charges.



7. Defining neglect/abuse. The following are some examples of neglect/abuse actions and will be a judgment call by COMPANY's repair center. All Neglect & Abuse service/repair actions are billable repairs requiring a purchase order prior to commencement of repairs.

Examples of Neglect/Abuse:

- Excessive dirt/contamination affecting performance specifications
- Spillage of liquids and other foreign substances in the products
- Unapproved modification of product
- · Unapproved disassembly of product
- Defacement of manufacturing labels
- Scratched, contaminated, and/or damaged components either inside or outside the unit
- Use of abrasive cleaners or other unapproved cleaning materials
- Improper use of product
- Connection of product to unapproved power source
- Product that has been opened by unauthorized personnel
- Product that has been serviced by unauthorized personnel
- · Charred or melted product and or parts
- Product exposed to environments beyond specification
- Product exposed to natural disasters
- Product returned with no trouble found (excessive return rates)
- Product improperly packaged for shipping or ESD (Electro Static Discharge).

8. Limits and Exclusions:

There are no other express warranties except as listed above. COMPANY SHALL NOT BE LIABLE FOR LOSS OF DATA OR OTHER INCIDENTAL OR CONSEQUENTIAL DAMAGES RESULTING FROM THE USE OF THIS PRODUCT, OR ARISING OUT OF ANY BREACH OF THIS WARRANTY. ALL EXPRESS AND IMPLIED WARRANTIES, INCLUDING THE WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE ARE LIMITED TO THE APPLICABLE WARRANTY PERIOD SET FORTH ABOVE. Some states do not allow the exclusion or limitation of incidental or consequential damages, or limitations on how long an implied warranty lasts, so the above limitations or exclusions may not apply to you.

This limited warranty gives you specific legal rights, and you may also have other rights which vary from state to state.

If a problem with your product develops during or after the warranty period, you may contact COMPANY at 888-315-3558 or contact www.strongwatch.com If the problem is not handled to your satisfaction, then write to Freedom Surveillance, LLC dba Strongwatch, 18801 N. Thompson Peak Pkwy., Suite 240, Scottsdale, AZ 85255.



Quote

Freedom Surveillance, LLC dba Strongwatch 18801 N. Thompson Peak Pkwy Suite 240 Scottsdale, AZ 85255

Date	Quote #		
2/23/2018	20180223		

Name / Address	
Webb County Purchasing 1110 Washington Street Suite 101 Laredo, TX 78040	

Item	Description	Qty		U/M	Total
Extended Warranty	Warranty extension on FOTM unit Coverage period 3/1/18 - 2/28/19		1		19,000.00
	Extension of terms of original warranty				
	Quote valid for 30 days Out-of-state sale, exempt from sales tax				0.00
	out-or-state sale, exempt from sales tax				0.00
			otal	L	\$19,000.00

Phone #

888-315-3558

WEBB COUNTY

Webb County Judge

Date: 3

ATTESTED:

Margie Ramirez-Ibarra

Webb County Clerk

APPROVED AS TO FORM:

Webb County Civil Legal Division Director

*By law, this office may only advise or approve contracts or legal documents on behalf of its clients. It may not advise or approve a contract or legal document on behalf of other parties. Our review of this document was conducted solely from the legal perspective of our client. Our approval of this document was offered solely for the benefit of our client. Other parties should not rely on this approval, and should seek review and approval of their own respective attorney(s).

Passed and approved by the Webb County Commissioners Court On March 12, 2017; Item No. 7b.