

# ICOP DIGITAL, INC. LIMITED WARRANTY

## ICOP 20/20 VISION™

### 1. Warranty:

Hardware: ICOP Digital, Inc. ("ICOP") warrants to the original purchaser that the ICOP 20/20 VISION hardware components (consisting solely of internal electronic components, circuitry and wireless microphone) ("20/20 VISION hardware") will be free from defects in materials and workmanship for a period of 15 months from the original date of shipment.

Software: ICOP warrants to the original purchaser that ICOP's Media Management Software and MDT Software Application (the "software") will perform in substantial conformity with ICOP's specifications for a period of one year from the original date of purchase. ICOP makes no warranty or representation that operation of the software will be uninterrupted or error free or that all defects in the software will be corrected.

2. What we will do: If a covered defect occurs during the warranty period, as your sole and exclusive remedy, ICOP will, at its sole option, either repair or replace the defective 20/20 VISION hardware components or software. Replacement hardware components may be new, reconditioned or comparable versions of the defective components. ICOP reserves the right to provide substitute components with comparable functionality, if required. ICOP warrants any replaced or repaired 20/20 VISION hardware or software through the end of the original warranty period.

3. Warranties exclusive: THE FOREGOING WARRANTIES AND REMEDIES ARE EXCLUSIVE AND ARE IN LIEU OF ALL OTHER WARRANTIES, TERMS AND CONDITIONS, WHETHER ORAL OR WRITTEN, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, ACCURACY, CORRESPONDENCE WITH DESCRIPTION, SATISFACTORY QUALITY, ADMISSIBILITY OF EVIDENCE AND NONINFRINGEMENT, ALL OF WHICH ARE EXPRESSLY DISCLAIMED BY ICOP AND ITS SUPPLIERS.

4. What you must do/conditions of warranty: The 20/20 VISION hardware and software will not be covered by this warranty unless you comply with the following procedures:

- A. Installation and service of the 20/20 VISION hardware is required to be accomplished by an ICOP certified technician
- B. If you request software support, you must allow remote access to your server using ICOP's standard support methods and tools.

5. What is not covered: ICOP will not be responsible for any loss or damage attributable to any of the following:

- A. Failure to meet any requirement in Section 4.
- B. Replacement of failed components that have been modified (e.g. engraving of asset tracking number) by Purchaser. Under such cases, repair of the returned equipment is the only option provided.
- C. Finish, appearance items, or malfunction due to abuse, misuse, neglect or accident, including but not limited to:
  - (i) vehicle collision
  - (ii) conduct of any person outside or inside the vehicle, including vandalism or acts of violence
  - (iii) extreme or extraordinary environmental conditions
  - (iv) contact with liquids or other substances
  - (v) violent or extreme maneuvers
  - (vi) failure to follow ICOP operating instructions
- D. Media management software purchased without an ICOP video management system server
- E. Normal wear and tear, including but not limited to frayed cords, broken converters, scratched or broken cases, or battery replacement
- F. Expenses related to travel of any ICOP personnel to Purchaser's location for diagnosis or repair.

- G. Purchaser's labor costs incurred to diagnose problems with the 20/20 VISION hardware or software
- H. Purchaser's labor to remove, service or replace 20/20 VISION hardware or software
- I. Goods and services used with the 20/20 VISION hardware or software, including without limitation police vehicles or any component thereof, mounting or connectors
- J. Use of any third party hardware or software with the 20/20 VISION hardware or software
- K. Fire, flood, "Acts of God" or any other problems beyond the control of ICOP
- L. Operator error or acts or omissions of any third party installer or servicer
- M. Liability based on rights of privacy, wrongful conviction or imprisonment, or other personal rights
- N. Any other damage, loss or effect other than manufacturing defects attributable solely to ICOP. ICOP EXPRESSLY RESERVES THE RIGHT TO CHARGE APPLICABLE MARKET LABOR RATES AND COSTS FOR REPAIR OR REPLACEMENT OF ANY 20/20 VISION HARDWARE OR SOFTWARE EXCLUDED FROM WARRANTY COVERAGE PURSUANT TO THIS SECTION 5.

6. Limitation of liability: NEITHER ICOP NOR ITS SUPPLIERS SHALL BE LIABLE FOR ANY INCIDENTAL, CONSEQUENTIAL, INDIRECT, SPECIAL OR PUNITIVE DAMAGES OF ANY KIND, INCLUDING LIABILITY FOR LOSS OF INFORMATION OR DATA, LOSS, UNAVAILABILITY OR EXCLUSION OF EVIDENCE, LOSS OF ABILITY OR OPPORTUNITY TO PROSECUTE, LOSS OF REVENUE, LOSS OF BUSINESS OR OTHER FINANCIAL OR ECONOMIC LOSS, INJURY OR LOSS OF LIFE ARISING OUT OF OR IN CONNECTION WITH THE SALE OR USE OF THE 20/20 VISION HARDWARE OR SOFTWARE, WHETHER BASED IN CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY OR ANY OTHER THEORY, EVEN IF ICOP HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES AND EVEN IF ANY LIMITED REMEDY SPECIFIED IN THIS WARRANTY IS DEEMED TO HAVE FAILED OF ITS ESSENTIAL PURPOSE. ICOP'S ENTIRE LIABILITY SHALL BE LIMITED TO REPLACEMENT OR REPAIR OF THE 20/20 VISION HARDWARE OR SOFTWARE AT ICOP'S SOLE OPTION.

7. Limitations period: Any claim by the original purchaser with respect to the 20/20 VISION hardware or software for any cause shall be deemed waived by the original purchaser unless submitted to ICOP in writing within 30 days from the date the original purchaser discovers, or should have discovered, any claimed breach. Any action for claims arising under this warranty must be commenced within one year following the date the claimed breach occurred.

8. Entire agreement: This warranty constitutes ICOP's sole obligation with respect to the 20/20 VISION hardware and software and shall not be modified or expanded by any oral statement or any product literature, demonstration or description. All rights and obligations hereunder, including matters of construction, validity and performance, shall be governed by the internal laws of the State of Kansas, without giving effect to the principles of conflicts of law thereof.

9. How to obtain warranty service: To obtain warranty service, call 866.621.5500 and request a Return Material Authorization number ("RMA"). The RMA is required for warranty service. The original purchaser must return defective 20/20 VISION hardware or software to ICOP for warranty service at ICOP, 16801 West 116th Street, Lenexa, KS 66219. ICOP will provide return shipping documents for Federal Express ground service. Purchaser is responsible for proper, adequate and secure packing for shipping 20/20 VISION hardware and software to ICOP. ICOP is not responsible for damage to 20/20 VISION hardware or software in return shipment. Upon receipt, ICOP will inspect the returned item for compliance with sections 4 and 5 of this limited warranty. Covered repairs will be expedited and the anticipated return date communicated to Purchaser.

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