

SAFARI MONTAGE® HARDWARE AND SOFTWARE LIMITED WARRANTY

WARRANTY COVERAGE: SAFARI Montage's warranty obligations are limited to the United States and Canada and the terms set forth below. With respect to software, SAFARI Montage warrants that, under normal use and condition, and on the hardware and in the environment in which it was originally installed: (a) the SAFARI Montage software will perform substantially in conformance with the specifications set forth in the user documentation delivered by SAFARI Montage for such software for a period of one (1) year from the date the software is shipped to the customer in the case of a Local Area Network installation and one (1) year from the date the software is installed at the customer's location in the case of a Wide Area Network installation; and (b) the SAFARI Pathways software will perform substantially in conformance with the documentation for a period of one (1) year from the date the software is installed at the customer's location. With respect to hardware, (a) SAFARI Montage-branded servers, hard drives and other hardware will be free from defects in materials and workmanship for a period of one (1) year, except that for servers and associated hard drive storage identified as manufactured by Dell, the warranty period shall be three (3) years.

SCOPE: If a defect exists, SAFARI Montage will, in its sole discretion and option, either: (a) repair the product at no charge, using new or refurbished replacement parts; or (b) exchange the product with a product that is new or which has been manufactured from new or serviceable used parts and is at least functionally equivalent to the original product. The replacement product/part shall be warranted under the terms of this warranty for the remainder of the original warranty period. When a hardware product or part is exchanged, any replacement item becomes the customer's property, and the replaced item becomes SAFARI Montage's property.

Any assignment or transfer of the software or hardware will render this limited warranty void. SAFARI Montage may change the availability and/or coverage of its limited warranty at its sole discretion; provided, however, any such changes shall not be retroactive.

THE FOREGOING LIMITED WARRANTY IS EXCLUSIVE AND IN LIEU OF ALL OTHER REPRESENTATIONS, WARRANTIES OR CONDITIONS, WHETHER EXPRESS OR IMPLIED, STATUTORY OR OTHERWISE, INCLUDING, WITHOUT LIMITATION, THE IMPLIED WARRANTIES OR CONDITIONS OF MERCHANTABILITY, MERCHANTABILITY QUALITY AND/OR FITNESS FOR A PARTICULAR PURPOSE.

OBTAINING WARRANTY SERVICE: To make a warranty claim, the customer must contact the SAFARI Montage technical support team between the hours of 8AM and 6PM Eastern Standard Time by either calling (800) 782-7230 or submitting a "service case" online at <http://www.safarimontage.com/support/OpenSupportCase/OpenCase.aspx>. The SAFARI Montage technical support team will determine, in its sole discretion, whether a valid hardware or software warranty claim exists and how to provide the warranty service.

If the warranty claim relates to hardware, the customer must supply the serial number, service number or other service tag information. The customer may not remove or deface the serial number, service number and/or service tag. In addition, the customer may not break the warranty seal on the outer casing of the hardware. If the technical support team determines that the customer has a valid hardware warranty claim, the technical support team will determine, in its sole discretion, whether to repair or replace the hardware. The technical support team will also determine, in its sole discretion, whether to provide warranty service: (a) on-site (by a certified technician); (b) through communication with the customer; and/or (c) through shipment of the hardware to SAFARI Montage facilities. Customer shall enable uninterrupted remote access to the SAFARI Montage system via the Internet, and SAFARI Montage and/or its authorized representative shall have the right to remotely access the SAFARI Montage system via the Internet for software updates, maintenance and related operational and administrative purposes and data collection.

If the SAFARI Montage technical support team determines that on-site warranty service is needed for certain hardware, then SAFARI Montage will provide such on-site warranty service after receipt of all the information necessary to process the warranty claim. The customer must provide access to the customer's facilities, personnel and hardware as required in the performance of the on-site warranty service.

SHIPPING HARDWARE: If the technical support team determines that the hardware should be shipped to SAFARI Montage facilities for warranty service, the technical support team will provide the customer with an Equipment Service Request (ESR) number and shipping instructions. At the time of providing the ESR number, the customer must supply the customer's name, ship-from address, phone number, email address, a description of the problem and complete identification of the product being returned (including serial number, service number and/or other service tag information). When shipping the hardware to SAFARI Montage, the customer must follow all SAFARI Montage instructions, including the time frame required to return the hardware. When shipping the hardware to SAFARI Montage, the customer must either package the product in the original packing material or, if the original packaging is not available, contact the SAFARI Montage technical support team for packing instructions. SAFARI Montage will not be responsible for any loss or damage resulting from shipping a product for warranty service; therefore, the customer should insure each shipment. SAFARI Montage will pay freight charges to and from SAFARI Montage facilities for the products returned for warranty service from a U.S. address, shipping standard ground carrier or another method determined by SAFARI Montage. In the event repairs are found not to be covered by the limited warranty, SAFARI Montage will inform the customer of all non-covered labor and parts charges. Thereafter, the customer will be responsible for paying all freight charges to and from SAFARI Montage facilities in addition to such non-covered labor and parts charges.

SOFTWARE: If the warranty claim relates to software, the SAFARI Montage technical support team will provide procedural and technical assistance (by phone, email and/or fax communication with the customer) as SAFARI Montage deems reasonably necessary for the software to perform in accordance with the warranty. The customer is required to: (a) support and assist the SAFARI Montage technical support team in identifying and clarifying the problems, including, without limitation, supplying source documents or data files as may be necessary to isolate or replicate a problem or condition; and (b) provide and maintain, at its own expense, an adequate communication infrastructure to allow the SAFARI Montage technical support team to support the software on a remote basis, including granting remote access to the customer's computer system through SAFARI Montage's networking equipment. In the event the SAFARI Montage technical support team determines that the hardware on which the software is installed must be returned to SAFARI Montage facilities in order to correct the software defect, the customer must follow the procedure described above for returning the hardware to SAFARI Montage. SAFARI Montage will provide the warranty support described herein only for the current and preceding version of the software.

SAFARI Montage may, in its sole discretion, make generally commercially available software upgrades that provide functional improvements to the software. In the event SAFARI Montage makes upgrades generally commercially available, SAFARI Montage will notify the customer if there are any additional fees for the upgrade and/or the associated documentation, installation, training or similar services.

EXCLUSIONS: This Limited Warranty applies only to SAFARI Montage-branded software and hardware products for which the customer has paid in full, and on the systems and in the environment in which they were originally installed. This Limited Warranty does not apply to any non-SAFARI Montage-branded hardware or software products; such products are provided by SAFARI Montage "as-is," and any third-party warranties, maintenance and support are provided by the original manufacturer or supplier, not by SAFARI Montage. This Limited Warranty does not apply or extend to any (a) services rendered, such as installation, professional development or training; (b) content provided, such as MARC Records or content packages; (c) any products provided on a pilot or demonstration basis; or (d) any consumables, such as batteries.

In addition, this Limited Warranty does not apply to any of the following and does not cover any problem associated with or damage caused by:

- (i) customer neglect, negligence, misuse, abuse, misapplication or any external fire, theft, vandalism, terrorism, flood, exposure to weather conditions, excessive heat, power surges, disruption or loss of power, accidental damage, Acts of God, including, without limitation, lightning and earthquakes;
- (ii) customer's failure to perform preventative maintenance or provide and maintain a stable operating environment with all facilities prescribed by SAFARI Montage (including, but not limited to, proper electrical power and grounding provided via a suitable, UL listed uninterruptible power supply, properly matched to the power requirements of equipment, air conditioning and/or humidity control), or customer's failure to use reasonable means to protect the software and hardware from further damage after a failure occurs;
- (iii) any third party hardware or software parts, components or accessories used in connection with software or hardware (or supplied by anyone who is not authorized by SAFARI Montage to supply such products), including, without limitation, any application programs, network programs, databases, files, drivers, source code, object code or proprietary data, keyboards, mouse, speakers, modems, wiring or any unauthorized attachments, features or devices;
- (iv) use of supplies or materials not meeting SAFARI Montage's specifications or use of software or hardware not in accordance with SAFARI Montage instructions or for purposes other than those for which they were designed, or any relocation, reconfiguration or unauthorized additions or other transportation damage;
- (v) a change required by the laws or regulations of any governmental body or agency;
- (vi) any non-authorized service, which includes any instance in which a person, other than authorized SAFARI Montage technicians, performs maintenance or repairs to the software or hardware, or makes any alterations or modifications to the software or hardware, or uses supplies other than those recommended by SAFARI Montage; and
- (vii) viruses, worms, Trojans, spyware, malware and any other external tampering with the software or hardware caused by, or occurring at, the client computer or client software.

In the case of hardware, this Warranty will be void if any SAFARI Montage serial number, service number or other service tag has been removed or defaced.

Neither SAFARI Montage nor any of its affiliates, subsidiaries, divisions, successors, assigns, suppliers or manufacturers are liable for any damage to or loss of any programs, data or other information stored on any media, or any non-SAFARI Montage-branded product or part not covered by this warranty. Recovery and reinstallation of user data is not covered under this Limited Warranty; therefore, customers are solely responsible for backing up the customer's proprietary or customer owned-data (such as teacher-created presentations) on the hard drive(s) and on any other storage device(s) in, or associated with, the products before obtaining warranty support. And, to the extent possible, customers should remove or delete any information they deem personal, confidential or proprietary prior to obtaining warranty support.

SAFARI Montage does not warrant that: (a) the software or hardware will meet the customer's requirements or that the operation of the software will be uninterrupted or error-free; (b) the products will be compatible with any other content, product or systems; or that (c) SAFARI Montage will distribute or make available any specific software updates or upgrades. The customer assumes responsibility for the selection of the products to achieve the customer's intended results, and for the use and results obtained from the products. Should the software or hardware prove to be defective in any respect other than as encompassed by the foregoing limited warranty, the customer assumes the entire cost of all necessary servicing, repair or correction.

LIMITATION LIABILITY: THE REMEDIES PROVIDED FOR IN THE LIMITED WARRANTY ARE THE EXCLUSIVE AND SOLE REMEDIES AVAILABLE TO THE CUSTOMER. SAFARI MONTAGE AND ITS AFFILIATES, SUBSIDIARIES, DIVISIONS, SUCCESSORS, ASSIGNS OR ANY OF ITS SUPPLIERS OR MANUFACTURERS SHALL NOT BE LIABLE, REGARDLESS OF CIRCUMSTANCES AND REGARDLESS OF THE FORM OF ACTION, WHETHER IN CONTRACT OR IN TORT, FOR ANY INCIDENTAL, CONSEQUENTIAL, SPECIAL, PUNITIVE OR EXEMPLARY LOSSES OR DAMAGES OF ANY NATURE OR KIND WHATSOEVER, INCLUDING, BUT NOT LIMITED TO, LOSSES OR DAMAGES ARISING OUT OF OR RESULTING FROM USE OF THE SOFTWARE, LOST OR CORRUPTED CUSTOMER OR THIRD PARTY DATA, LOST PROFITS OR LOST GOODWILL, FAILURE TO REALIZE SAVINGS, OR FOR ANY CLAIM OR DEMAND AGAINST THE CUSTOMER BY ANY THIRD PARTY, EVEN IF SUCH PARTY HAS BEEN ADVISED (OR KNOWS OF OR SHOULD HAVE KNOWN OF) THE POSSIBILITY OF SUCH LOSSES OR DAMAGES.