



Cyber Operations
INTEGRATED SECURITY TECHNOLOGIES
Limited Warranty

LIMITED WARRANTY

- (1) Limited General Warranty.
 - a. Cyber Operations warrants that any product sold (NOT INCLUDING PRODUCTS THAT ARE NOT AN INTEGRAL PART OF A CYBER OPERATIONS PRODUCT) will be free from defects in materials and workmanship for a period of Twelve (12) months from the date of installation or shipment. No other representation or warranty, including merchantability, fitness for a particular purpose, warranty against patent, copyright or trademark infringement or that the operations of the products will be uninterrupted or error free shall be implied.
 - b. Cyber Operations (AT ITS OPTION) will repair or replace any parts of the products supplied by it showing inherent defects (OTHER THAN PRODUCTS THAT ARE NOT AN INTEGRAL PART) which are returned by the customer or inspected on-site by Cyber Operations Technicians (TRANSPORTATION CHARGES PREPAID) during the warranty term, provided such inspection discloses to Cyber Operation satisfaction that any such defects are in fact defects inherent in the product issue.
 - c. Items repaired or replaced will be subject to the limited warranties for the remainder of the initial warranty term or six months after date of shipment following repair or replacement, whichever shall last expire.
 - d. Items furnished or manufactured by other vendors and not incorporated as an integral part of Cyber Operations products shall have only the vendor's warranty which shall be passed on to the customer to the extent permitted thereby, but such products will not be subject to the warranties provided by Cyber Operations pursuant to the limited warranty set forth in this section.
 - e. The limited warranties stated in this section are in lieu of all other obligations, warranties and liabilities on part of Cyber Operations and Cyber Operations neither assumes nor authorizes any other person to assume for it any other liabilities. In no event shall Cyber operations be liable for any specific, indirect, incidental or consequential damages of any nature (INCLUDING BUT NOT LIMITED TO ANY LOSS OR DAMAGE TO THE CUSTOMER OR OTHER THIRD PARTY USERS RESULTING FROM INTERRUPTION OR FAILURE IN THE OPERATIONS OF ANY PRODUCT OR EQUIPMENT SOLD OR DELIVERED BY CYBER OPERATIONS TO THE CUSTOMER, OR ANY FAILURE BY CYBER OPERATIONS TO MEET ANY SCHEDULES FOR THE DELIVERY, INSTALLATION, SERVICING OR OTHER PROVISION OF PRODUCTS OR SERVICES BY CYBER OPERATIONS TO THE CUSTOMER). Cyber Operations' total liability, whether based on an action or claim in contract, tort or otherwise, arising out of or relating to this agreement shall not exceed the per unit fee actually paid by the customer to Cyber Operations for any unit of product, in any, involved in such action or claim.
 - f. No unauthorized statements are effective. No written or oral statement made about any Cyber Operations product by any employee or agent of Cyber Operations will be effective to expand the warranty provisions of this section, unless such statements appear in a written instrument signed by two duly authorized officers of Cyber Operations and specifically directed at the provisions of the section.
- (2) No warranty for abuse, Etc.
 - a. The limited warranty set forth in this section shall be voided and of no force or effect if:
 - i. The product has not been installed, transferred, stored maintained or utilized in accordance with Cyber Operations product instructions and in accordance with generally accepted procedures for use and installation (INCLUDING BUT NOT LIMITED TO REQUIREMENTS THAT SUCH PRODUCTS BE UTILIZED IN CONJUNCTION WITH APPROVED LIGHTNING AND SURGE PROTECTION DEVICES AND OTHER PROTECTIVE DEVICES OR EQUIPMENT).
 - ii. The failure to perform as specified in the result of negligence, misuse or abuse of the product; or
 - iii. The failure to perform as specified in the result of any alteration, modification, repair or attempted repair other than in accordance with Cyber Operations procedures.
 - iv. If Cyber Operations inspection of any product discloses to Cyber Operations satisfaction that a warranty is not available for any of the reasons specified in this section, the customer shall be obligated to reimburse Cyber Operations for all expenses incurred in connection with such inspection.



Extended Warranty Plan Agreement

Warranty Plan Agreement

This Extended Warranty Plan agreement is made by and between Cyber Operations (Cyber) and between [REDACTED] (Customer).

Eligibility

The customer must purchase the Extended Warranty Plan at the time of original purchase. The product must have been purchased directly from and installed by Cyber Operations or an Authorized Business Partner in new condition. The required agreement must be completed by the customer and registered with Cyber Operations in order for customer to be entitled to the serviced identified under the Extended Warranty Plan. A Cyber Operations representative will verify and provide product serial number identification and location information. The customer must notify Cyber Operations of any changes in product location and / or configuration after the initial installation. The Extended Warranty Plan will be activated upon valid registration with Cyber Operations; however, no services will be rendered until customer has paid all fees in full. Cyber Operations reserves the right to refuse eligibility in whole or in part.

Terms & Responsibilities

The term of the Extended Warranty Plan begins on the activation date and shall remain in effect for a period of 3 years. During the term of this agreement, Cyber Operations will provide all parts and labor necessary to fulfill the terms and conditions of the Standard Limited General Warranty until the expiration date set, which is 3 months from the date of installation of the product. The Extended Warranty Plan also covers 20 hours of programming changes per calendar year billed according to the Cyber Operations standard billing procedures. Cyber Operations will provide to the customer a detailed account of the equipment and serial numbers for Warranty submission reference at the time of activation.



How To Obtain Service

To obtain service and repair, customers will contact Cyber Operations and provide all the necessary information including the serial number, model and location of the product and brief description of the problem. Dial our office at (205) 403-2923 and request service accordingly, if after hours follow the prompts to contact an emergence on-call technician.

Warranty Exclusions and Conditions

Cyber Operations is not responsible for protecting data stored on the product and any necessary data backup. Cyber Operations disclaims responsibility for any lost, damaged or destroyed software program, data or other information stored or residing on any media or any part of the product covered by this agreement, including without limitation, deletion or alteration of the contents of any data storage media which may occur during service of the product. Customer is responsible for removing any data or confidential, proprietary or personal customer information.

If customer authorizes Cyber Operations to perform any services excluded under the Extended Warranty Plan or if a reported problem cannot be reproduced during service, Cyber Operations may charge the customer its customary charges for such services without liability of any kind on the part of Cyber Operations.

Limitation of Liability

The maximum liability of Cyber Operations for damages relating to the services rendered under this agreement shall be limited to the total amount paid by customer for the Extended Warranty Plan. This limitation shall apply regardless of the form of legal action.



Cancellation, Exchange and Transfer

Customer may cancel the Extended Warranty Plan only within thirty (30) days after the activation date, and the price paid by customer for the Extended Warranty Plan will be refunded to customer by Cyber Operations, provided that no services have been rendered. If any service has been rendered under the Extended Warranty Plan prior to cancellation, the amount of the refund will be reduced by the retail value of the services(s) rendered.

Customer may not assign the agreement nor transfer the Extended Warranty Plan in whole or in part to another customer under any circumstance. Cyber Operations reserves the right to cancel this agreement or any Extended Warranty Plan, at any time, with or without cause, immediately upon written notice to the customer at the last address provided by customer. In such event, Cyber Operations will refund the price of or the Extended Warranty Plan reduced pro rata based upon the amount of elapsed time the Extended Warranty Plan was in effect prior to cancellation and further reduced by the retail value of the service rendered.

General

The services provided under the Extended Warranty Plan may be subcontracted without notice to customer. Nothing in this agreement or Extended Warranty Plan shall be construed as a product warranty or as a change or modification to the Standard Limited General Warranty, which was originally supplied with the product, except for extension of the term.

Cyber Operations reserves the right to discontinue the services described in this agreement and to modify the terms and conditions of the services, including prices, at any time.

Accepted By:

Cyber Operations Inc.

Dustin C. Defnall, President

Date: _____

Accepted By:

Company Name: _____

Print Name & Title: _____

Date: _____