

MULTI-TECH SYSTEMS EXTENDED WARRANTY SERVICES AGREEMENT TERMS AND CONDITIONS

The Multi-Tech Systems Extended Warranty Services Agreement along with these Multi-Tech Extended Warranty Services Agreement Terms and Conditions (collectively, the "Agreement") govern the extended warranty service you (or your customers, as applicable) have purchased from Multi-Tech Systems, Inc. or its affiliates (collectively, "Multi-Tech"). This Agreement supplements, and as expressly set forth below, modifies the Multi-Tech Standard Warranty Terms and Conditions (the "Standard Warranty") that are applicable to your purchase of products from Multi-Tech (the "Multi-Tech Products"), which can be found in the purchase agreement, purchase order, or purchase order confirmation (or, if no such documentation exists, at Multi-Tech's website on the date of purchase). This Agreement will be effective (and accepted by Multi-Tech) if your purchase of the Multi-Tech Products occurred within the last sixty (60) days and such Multi-Tech Products are not refurbished, customized or discontinued products. By accepting the Multi-Tech Products, you agreed to all of the terms of the Standard Warranty. By executing the Agreement and/or paying the Contract Fee as identified therein (whether directly to Multi-Tech or to a distributor of the Multi-Tech Product), you agree to the Agreement and the extension of the Standard Warranty beyond its term (the "Extended Warranty") as described in this Agreement.

Your Extended Warranty will begin on the last day of the warranty period provided in the Standard Warranty, and extends for the number of additional years you indicated on the Extended Warranty Services Agreement to which these terms and conditions are attached. During the Extended Warranty, if a Multi-Tech Product fails, and such failure would be covered by the Standard Warranty if it were still in effect, Multi-Tech will replace, repair or refund the purchase price for the Multi-Tech Product in accordance with the terms of the Standard Warranty. Multi-Tech's warranty obligations, and the limitations and conditions associated with those obligations, will be governed by the Standard Warranty. If a Multi-Tech Product failure would not have been covered under the Standard Warranty, it will not be covered under the Extended Warranty either.

Provided that the Multi-Tech Product(s) is not and has not been discontinued by Multi-Tech, you may further extend your Extended Warranty by additional one (1) year periods by notifying Multi-Tech in writing at least thirty (30) days prior to the end of the Extended Warranty period and paying the applicable warranty fee (which Multi-Tech may modify from time to time in its sole discretion); however, if your warranty has lapsed, or if the proposed extension would result in a cumulative warranty period (i.e., the Standard Warranty plus all Extended Warranty periods) in excess of five (5) years, you are not eligible to further extend the Extended Warranty of the Multi-Tech Products.

The Extended Warranty covers only the Multi-Tech Products bearing the serial numbers identified on the Extended Warranty Service Agreement to which these terms and conditions are attached. No other Multi-Tech Products are covered by this Extended Warranty. Refurbished, customized, and discontinued Multi-Tech products are not eligible for the Extended Warranty With Overnight Service. Additionally, in the event that Multi-Tech repairs or replaces a defective Multi-Tech Product (whether under the Standard Warranty or the Extended Warranty), the repaired or replaced product will be covered through the end of the Extended Warranty, but no repair or replacement will extend the warranty term past the last day of the Extended Warranty.

All legal terms and conditions included in the Standard Warranty (including without limitation terms relating to governing law and venue) are incorporated into this Agreement by reference and will apply to and govern any dispute arising out of or relating to this Agreement.