

Warranty: COTSWORKS warrants to the original Customer only (not any lessees, transferees or assignees) that the following products will be free from defects in material and workmanship for the stated time periods beginning with the date of purchase: A) Optical Transceivers: 1 year; Test Equipment: 1 year; cabling: 90 days. This warranty applies only to COTSWORKS Products and excludes any software incorporated therein. In the event that COTSWORKS receives returned COTSWORKS Products with defects in material or workmanship, it will, at its option, repair or replace the Products to whatever extent it deems necessary to restore the Products to proper operating condition, or provide a credit or refund of the purchase price or fair market value, whichever is lower. Replacement parts may be refurbished or repaired. All material and labor required for such a restoration will be provided at no charge when a Product with material or workmanship defects is properly returned within the applicable warranty period under the procedure described herein. Not covered under the warranties are: failures due to accident, misuse, abuse, neglect, improper installation, product modification, or unauthorized repair or attempted repair, or shipping damage. Customer expressly understands and agrees that COTSWORKS does not warrant that any product is free of claims of patent infringement by any third party. COTSWORKS disclaims any such warranty or indemnification against patent infringement. Customer acknowledges that it is not authorized on behalf of COTSWORKS to make any other warranties or representations not expressly set forth herein on behalf of COTSWORKS concerning any COTSWORKS Products.

Manufacturer's Warranties; Non-COTSWORKS Products: Customer acknowledges that unless it is purchasing a COTSWORKS Product described in the immediately preceding paragraph, only the warranties offered by the manufacturer are available. In purchasing such a product from COTSWORKS, Customer agrees to rely upon the manufacturer's specifications and warranties and is not relying upon any statements, specifications, illustrations, photographs, or other document provided by COTSWORKS. Customer has familiarized itself with the manufacturer's warranty prior to purchasing the product from COTSWORKS and understands that warranty claims must be presented directly to the manufacturer and not to COTSWORKS.

Disclaimer: EXCEPT AS EXPRESSLY PROVIDED HEREIN, ALL WARRANTIES, CONDITIONS, REPRESENTATIONS, AND GUARANTEES WITH RESPECT TO THE EQUIPMENT, WHETHER EXPRESS OR IMPLIED, ARISING BY LAW, CUSTOM, PRIOR ORAL OR WRITTEN STATEMENTS BY COTSWORKS, ITS LICENSORS OR REPRESENTATIVES, OR OTHERWISE (INCLUDING, BUT NOT LIMITED TO ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR PARTICULAR PURPOSE AND CONFORMITY TO MODELS OR SAMPLES, OR WARRANTY OF NON-INFRINGEMENT) ARE HEREBY OVERRIDDEN, EXCLUDED, AND DISCLAIMED.

THIS DISCLAIMER DOES NOT APPLY TO THE MANUFACTURER'S WARRANTY, IF ANY.

Special Limitations: COTSWORKS PRODUCTS ARE NOT AUTHORIZED FOR USE AS CRITICAL COMPONENTS IN LIFE SUPPORT DEVICES OR SYSTEMS OR FOR USE IN OTHER CRITICAL APPLICATIONS WITHOUT THE EXPRESS WRITTEN APPROVAL OF THE PRESIDENT OF COTSWORKS. LIFE SUPPORT DEVICES OR SYSTEMS ARE THOSE WHICH ARE INTENDED TO SUPPORT OR SUSTAIN LIFE AND WHOSE FAILURE TO PERFORM CAN REASONABLY BE EXPECTED TO RESULT IN A SIGNIFICANT INJURY TO OR DEATH OF THE USER. CRITICAL COMPONENTS ARE THOSE COMPONENTS WHOSE FAILURE TO PERFORM CAN REASONABLY BE EXPECTED TO CAUSE FAILURE OF A LIFE SUPPORT DEVICE OR SYSTEM OR AFFECT ITS SAFETY OR EFFECTIVENESS. CRITICAL APPLICATIONS ARE THOSE APPLICATIONS THAT MAY INVOLVE POTENTIAL RISK OF DEATH, PERSONAL INJURY OR SEVERE PROPERTY OR ENVIRONMENTAL DAMAGE.

COTSWORKS DOES NOT WARRANT THAT THE PRODUCTS IT SELLS WILL WORK IN ALL COMBINATIONS OF HARDWARE AND SOFTWARE SELECTED FOR USE BY THE CUSTOMER AND COTSWORKS MAKES NO WARRANTY FOR THE DESIGN, FUNCTIONALITY OR PERFORMANCE OF ANY INTEGRATED SYSTEM CREATED USING A COTSWORKS PRODUCT.

No Consequential Damages: WITH THE EXCEPTION OF CLAIMS FOR DEATH OR PERSONAL INJURY WHERE AND TO THE EXTENT THAT APPLICABLE LAW REQUIRES SUCH LIABILITY, UNDER NO CIRCUMSTANCES WILL COTSWORKS BE LIABLE FOR ANY CONSEQUENTIAL, INDIRECT, SPECIAL, PUNITIVE, OR INCIDENTAL DAMAGES, WHETHER FORESEEABLE OR UNFORESEEABLE, BASED ON COTSWORKS' CLAIMS OR THOSE OF ANY CUSTOMERS (INCLUDING, BUT NOT LIMITED TO, CLAIMS FOR LOSS OF DATA, GOODWILL, PROFITS, USE OF MONEY OR USE OF THE PRODUCTS, INTERRUPTION IN USE OR AVAILABILITY OF DATA, STOPPAGE OF OTHER WORK, OR IMPAIRMENT OF OTHER ASSETS), ARISING OUT OF BREACH OR FAILURE OF EXPRESS OR IMPLIED WARRANTY, BREACH OF CONTRACT, MISREPRESENTATION, NEGLIGENCE, STRICT LIABILITY IN TORT OR OTHERWISE. IN NO EVENT WILL THE AGGREGATE LIABILITY WHICH COTSWORKS MAY INCUR IN ANY ACTION OR PROCEEDING EXCEED THE GREATER OF THE TOTAL AMOUNT ACTUALLY PAID BY CUSTOMER FOR THE SPECIFIC PRODUCT THAT DIRECTLY CAUSED THE DAMAGE OR \$25,000.

Effective September 1st 2010. V1d2.

COTSWORKS, LLC

749 Miner Road, Highland Heights, OH 44143