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SoftPLC Corporation Summary of Support and Warranty Policies and Services

Everyone at SoftPLC Corporation is firmly committed to providing legendary customer service. You can help us help you by registering your purchased products via the online registration on our website. We can only inform you of product updates and other useful information if we know who you are!

Desktop Software Products

Each SoftPLC Corporation software license includes a 12-month Warranty Period which begins on the date the product is first shipped from SoftPLC. Provided you register your software, technical support services and updates are furnished at no charge during this Warranty Period. If you transfer ownership of the software, be sure the recipient re-registers so they can receive the warranty benefits.

After the initial 12-month Warranty Period, users may purchase Software Support Extensions in 12-month increments to continue to receive support and update services. When the Warranty or Support Extension is about to expire, SoftPLC Corp. will send a renewal notice, which includes a renewal order form for convenience.

Software Support Services include:

- Unlimited telephone and email assistance during normal business hours (800 number assistance is provided for customers in the USA and Canada)
- No charge software revision updates (minor releases)
- Reduced cost software version updates (major releases)

Note: Each SoftPLC Corp. software package is provided under a Binary License Agreement which defines the terms and conditions of use and warranty. The Binary License Agreement should be carefully reviewed and all the terms understood and agreed to prior to your installation and use of the software. In the event of dispute or conflicting information in any SoftPLC documentation, the Binary License Agreement prevails.

Software products that are not manufactured by SoftPLC Corp., but may have been resold by SoftPLC Corp, are subject to the original manufacturer's licensing, warranty and support policies.

Licensed Technology (eg: Programmer's Toolkits)

Each Licensed Technology Product includes a 90-Day Warranty Period which begins on the date of the first support contact with SoftPLC Corp. Provided the Technology Transfer License Agreement has been executed, technical support services and updates are furnished at no charge during this Warranty Period. Note that the Technology Transfer License is non-transferrable.

After the initial 90-Day Warranty Period, users may purchase Software Support Extensions in 90-Day increments to continue to receive technical support and update services. When the Warranty or Support Extension is about to expire, SoftPLC Corp. will send a renewal notice, which includes a renewal order form for convenience.

Software Support Services include:

- Unlimited telephone and email assistance during normal business hours (800 number assistance is provided for customers in the USA and Canada)
- No charge software/documentation revision updates (minor releases)

Hardware Products and embedded Firmware

SoftPLC Corporation labeled hardware products and embedded software products (firmware) have a 12 month Warranty Period, which begins on the date the product is first shipped from SoftPLC. You should register the hardware items to the firmware license (SoftPLC or Web Studio runtime) using our online registration process.

After the initial 12-month Warranty Period, firmware updates may be purchased at the then effective rate, and "defective" hardware is subject to our Out-of-Warranty Repair and/or Trade-In policies. Due to the short product life-cycle of high-technology products, replacement or repair of SoftPLC Controller System components are guaranteed within a limited time frame of 5 years from the first date of shipment from SoftPLC Corp. to the original owner. For years 2 and 3 of the product life cycle, SoftPLC Corp. will preform Out-of-Warranty repairs as per the policy outlined below. For products which become defective after year 3, repairs are managed on a case-by-case basis, by calling SoftPLC Corp. technical support. Additionally, for years 2 through 5, SoftPLC Corp. offers a Trade-Up Policy, which is also outlined below. Products may be available after year 5, contact SoftPLC for specific issues.

Hardware Support & Warranty Services include:

- Unlimited telephone and email assistance during normal business hours (800 number assistance is provided for customers in the USA and Canada)
- Firmware or documentation updates (minor releases)
- Repair or replacement service of any hardware product found "defective" (as defined in our Hardware Warranty)

Hardware Warranty

SoftPLC Corp. warrants that each component will be free from defects in materials and workmanship. This warranty does not apply to products which have been repaired or altered by other than SoftPLC Corp. authorized service personnel, or which have been subject to misuse, abuse, accident or improper installation or electrical protection. SoftPLC Corp. assumes no liability as a consequence of such events under terms of this warranty.

Hardware products that are not SoftPLC Corp. system products, but may have been resold by SoftPLC Corp, are subject to the original manufacturer's licensing, warranty and support policies.

Out-of-Warranty Repairs

SoftPLC Controller System components (as defined above) which become "defective" after the initial 12-month Warranty Period may be sent back to our repair center in Spicewood, TX for Out-of-Warranty repair. SoftPLC will repair or replace the faulty component, as we deem best, and return it to you.

The minimum charge for Out-of-Warranty repair is \$250, which includes one hour labor. Any additional diagnostics or repair labor required is charged at \$100 per hour. Additionally, you will be charged for any component or replacement parts required to complete the repair, plus applicable sales tax and return shipping and insurance fees.

Repair/Replacement Procedures

Prior to returning any items for repair or replacement, you must obtain an RMA (Return Material Authorization) number from a SoftPLC Corp. technical support representative. Please follow these steps if you think you have a defective product:

- 1. Collect as much information as possible about the problem encountered (eg: your product serial number, other hardware and software being used, circumstances prior to the problem occurrence).
- 2. Call SoftPLC technical support and discuss the situation with the representative.
- 3. If the product is diagnosed as defective, your technician will discuss the corrective options available, as well as provide an RMA number. You will need to provide a credit card for the \$250 minimum charge at this time.
- 4. Carefully pack the defective product and send it prepaid and insured via a trackable shipper (eg: UPS or FedEx). Be sure to indicate the RMA number clearly on the outside of the package.
- 5. Upon receipt of the defective product, SoftPLC will diagnose the problem, and repair/replace the faulty component(s), and return it to you via UPS. After the initial diagnosis of an Out-of-Warranty item, the technician will contact you with an estimate of total additional charges to correct the problem.

Faulty component(s) will be repaired or replaced as necessary in a timely manner at the sole discretion of SoftPLC Corp. In general, equipment repair takes longer than replacement. Normal turn-around time for repairs is approximately four weeks, and for replacement two weeks.

Trade-Up Policy

During years 2 through 5 of a SoftPLC Controller System's life-cycle, the product may be returned to SoftPLC Corp. for a credit amount towards the purchase of a new unit. During life-cycle years 2 and 3 the Trade-Up value is the lesser of 15% of the original list price or \$1000. During years 4 and 5, the Trade-Up value is the lesser of 10% of the original list price or \$500.

Prior to returning any items for Trade-Up, you must obtain a TMA (Trade-Up Material Authorization) number from a SoftPLC Corp. technical support representative. Please follow these steps:

- 1. Call SoftPLC technical support and provide your system serial number.
- 2. If the product is eligible for a Trade-Up, the SoftPLC technical representative will provide you with the applicable credit amount, the cost of the new unit, and a TMA number.
- 3. Provide SoftPLC Corp. with a Purchase Order for your Trade-Up product. Be sure to reference the TMA number on your Purchase Order.
- 4. Carefully pack the product and send it prepaid and insured via a trackable shipper (eg: UPS or FedEx). Be sure to indicate the TMA number clearly on the outside of the package.
- 5. Upon receipt of the returned product in good condition, SoftPLC will ship your ordered Trade-Up product in a timely manner.

Do not return your Trade-Up product without a TMA number, and for your protection, insure the shipment for full replacement value. You are responsible for the Trade-Up product and accessories until SoftPLC receives them. You are also responsible for all taxes, shipping, handling, and insurance charges.

All Technical Support Services, Warranties, Out-of-Warranty Repairs, and Trade-Up Products are managed directly by SoftPLC Corp. regardless whether the products were purchased directly from SoftPLC Corp. or through an Authorized SoftPLC Distributor or other SoftPLC Reseller.