



## LIMITED WARRANTY FOR PRODUCTS AND SERVICES

**Last Updated:** May 17, 2023

This warranty ("Warranty") covers products and services provided by the entity ("Convergent") set forth in the agreement with Customer covering such products and services. Subject to Customer's compliance with the terms and conditions of the applicable agreement with Convergent, Convergent warrants the products and services as follows:

### Third Party Products and Services

Products and services for which Convergent is an authorized distributor or reseller and not the manufacturer, developer, or provider shall only carry such warranty as is provided by the applicable manufacturer, developer, or provider. Convergent will use reasonable efforts to assist Customer in exercising such warranties to the extent permissible under applicable terms and conditions with such manufacturer, developer, or provider.

### Convergent-Provided Services

Subject to the exclusions set forth below, Convergent warrants that:

- (i) installation of hardware products will be of good quality, professional and workmanlike, and conform to the requirements of applicable agreements with Customer for a period of 12 months from the earlier of substantial completion of the installation work or first beneficial use of such hardware Products; and
- (ii) all other services provided by Convergent will be of good quality, professional and workmanlike, and conform to the requirements of applicable agreements with Customer for a period of 90 days from completion of such services.

### Exclusions

THIS WARRANTY EXCLUDES services provided under a Customer Support Program, managed services, and cybersecurity services, each of which are provided "as is" without warranties, representations or guaranties of any kind, whether express or implied. This Warranty does not apply to service level agreements (SLAs) which may be set forth in a separately written agreement and any such SLAs do not modify this Warranty.

CONVERGENT IS NOT RESPONSIBLE FOR AND THIS WARRANTY DOES NOT APPLY TO: (i) damage not caused by Convergent or Convergent-authorized service provider; (ii) use of products or services with products or services with which they were not intended; (iii) damage caused by any external cause beyond Convergent's reasonable control; (iv) use of products or services not in accordance with user manuals or other instructions provided by Convergent or the applicable manufacturer; (v) insufficient or improper maintenance or improper operation by Customer; (vi) damage resulting from fire, explosion, flood, water exposure, corrosion, rust, adverse environmental conditions, abuse, neglect, or any other Acts of God; (vii) fluctuations in the building power supply, failure to provide a power supply, or operating an environment that does not conform to the manufacturer's specifications; (viii) negligence or acts or omissions of Customer or any third party (excluding a Convergent-authorized service provider); (ix) repairs, service, tampering or modifications done by anyone other than Convergent or a Convergent-authorized service provider; (x) normal wear and tear and normal usage; (xi) damage caused by unauthorized access or disruption to services, accounts, computer systems, or networks; and/or (xii) products that have been discontinued or are no longer supported by the manufacturer, developer, or provider.

EXCEPT FOR THE EXPRESS WARRANTIES PROVIDED HEREIN, THE PRODUCTS AND SERVICES ARE PROVIDED BY CONVERGENT AND ITS SUBCONTRACTORS, SERVICE PROVIDERS, AND SUPPLIERS "AS IS" AND WITHOUT ANY FURTHER WARRANTIES, REPRESENTATION OR GUARANTIES OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING ANY IMPLIED WARRANTIES OF MERCHANTABILITY, NONINFRINGEMENT, OR FITNESS FOR A PARTICULAR PURPOSE. CONVERGENT DOES NOT WARRANT THAT ITS SERVICES OR THE OPERATION OF PRODUCTS WILL BE UNINTERRUPTED OR ERROR-FREE.

Customer's sole and exclusive remedy for a breach of this Warranty will be for Convergent to promptly re-perform the deficient services.

If any provision of this Warranty is held invalid by operation of law or by any court of competent jurisdiction, then such provision may not apply to Customer, but the remainder of this Warranty shall not be affected thereby.

### Instructions

For specific instructions about how to obtain warranty service for Convergent-provided products or services, please contact your account representative. You may need to deliver your products, including any parts and accessories, in its original packaging. Before you deliver your products for warranty replacement, it is your responsibility to delete and back up any data, software, or other materials you may have stored or preserved on your products.