

EXHIBIT D  
Warranty



**US DIGITAL DESIGNS**  
stationalerting.com

**NEW SYSTEM WARRANTY**

1. **Warranty.** Subject to the terms, conditions and limitations contained herein, US Digital Designs, Inc. ("USDD") warrants and guarantees its products purchased and integrated into Customer's Phoenix G2 Fire Station Alerting System (the "System") for a period of One (1) Year from the day of initial shipment of the System to Customer ("Warranty Period"). The Customer's rights and remedies with respect to a product found to be defective in material or workmanship shall be limited exclusively to the rights and remedies set forth herein.

2. **Hardware Defects.** If a Hardware defect arises and a valid claim is made within the Warranty Period, at its option, USDD will either (1) repair the hardware defect at no charge, using new parts or parts equivalent to new in performance and reliability or (2) exchange the product with a product that is new or equivalent to new in performance and reliability and is at least functionally equivalent to the original product. Any replacement product or part, including a user-installable part that has been installed in accordance with instructions provided by USDD, shall remain under warranty during the Warranty Period or for 90 days from the date of repair, whichever is later. When a product or part is exchanged, any replacement item becomes the Customer's property and the replaced item becomes the property of USDD. Parts provided by USDD in fulfillment of its warranty obligation must be used in the System for which warranty service is claimed. Customer shall be responsible for and bear all risks and costs of shipping any Hardware to USDD for repair. USDD shall be responsible for and bear all risks and costs of returning any Hardware to Customer after repair or replacement. Replacement Hardware will be returned to Customer configured as it was when the Hardware was originally purchased, subject to applicable updates.

3. **System Maintenance and Support.** During the Warranty Period, USDD shall provide Software updates and maintenance for the System (collectively the "Support Services"). The Services shall include the following:

- a. Technical phone support Monday through Friday from 08:00 to 17:30 MST, excluding USDD holidays;
- b. Remote access support Monday through Friday from 08:00 to 17:30 MST, excluding USDD holidays;
- c. 24 hour per day telephone access for Customer's System Administrator to USDD's senior staff and engineers in the event of a "Mission Critical Failure" (as defined below); and
- d. Updates for all System Software, as and when released by USDD.

4. **Claims.** Prior to making a Warranty claim or requesting Support Services, Customer is encouraged to review USDD's online help resources. Thereafter, to make a valid claim hereunder, Customer must contact USDD technical support and describe the problem or defect with specificity. The first such contact must occur during the Warranty Period. USDD's technical support contact information can be found on USDD's web site at <http://stationalerting.com/service-support/>. Customer must use its best efforts to assist in diagnosing defects, follow USDD's technical instructions, and fully cooperate in the diagnostic process. Failure to do so shall relieve USDD of any further obligation hereunder.

5. **Mission Critical Failure.** "Mission Critical Failure" means a failure in the materials, workmanship or design of the System that causes any fire station served by the System to be incapable of receiving dispatches through all communications paths, provided however, that any such failure caused by operator error, internet or telephony service outages, misuse or neglect of the System or any cause outside of USDD's direct control does not constitute a Mission Critical Failure. Customer's use of Emergency Support in the absence of a Mission Critical Failure shall constitute additional services not covered by this Warranty and the time expended will be charged at USDD's then current rates.

6. **Exclusions and Limitations.** USDD does not warrant that the operation of the System, Hardware, Software, or any related peripherals will be uninterrupted or error-free. USDD is not responsible for damage arising from Customer's failure to follow instructions relating to the product's use. This Warranty does not apply to any Hardware or Software not used in conjunction with the System and for its intended purpose. This Warranty does not apply to monitors or televisions manufactured by third parties. Recovery and reinstallation of Hardware and user data (including passwords) are not covered under this Warranty. This Warranty does not apply: (a) to consumable parts, such as batteries, unless damage has occurred due to a defect in materials or workmanship; (b) to cosmetic damage, including but not limited to scratches, dents and broken plastic on ports; (c) to damage caused by use with non-USDD products; (d) to damage caused by accident, abuse, misuse, flood, lightning, fire, earthquake or other external causes; (e) to damage caused by operating the product outside the permitted or intended uses described by USDD; (f) to damage or failure caused by installation or service (including upgrades and expansions) performed by anyone who is not a representative of USDD or a USDD authorized installer or service provider; (g) to a product or part that has been modified to alter functionality or capability without the written permission of USDD; or (h) if any serial number

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