

PLANTRONICS HABITAT SOUNDSCAPING SYSTEM LIMITED WARRANTY

This Plantronics Habitat Soundscaping System Limited Warranty ("Limited Warranty") is an express limited warranty from Plantronics, Inc. ("Plantronics"), that shall apply to:

- original end-user purchasers of a Habitat Soundscaping system (*i.e.*, electronics and software subscription);
- when purchased from a Plantronics-authorized Habitat Soundscaping System reseller; and
- have an active subscription, or request for subscription accepted by Plantronics, that applies to the defective component(s) at the time a warranty claim is made.

Resellers of Plantronics' Habitat Soundscaping system are not authorized to modify this warranty. Resellers of Plantronics' Habitat Soundscaping system may extend the terms of this warranty, however any such extensions are between the end-user purchaser and the reseller. Resellers of Plantronics' Habitat Soundscaping system are **not** authorized to make additional warranties binding on Plantronics.

WARRANTY COVERAGE-TIME PERIOD

Warranty Coverage (Core System-5 years)

Plantronics warrants that, for a period of five (5) years, beginning with the first date of system activation at the original end-user purchaser's site of installation, the electronics of the Habitat Soundscaping system will be free of defects that interfere with proper operation. The electronics covered by this period include amplifiers, speakers, sensors, network hardware, controllers, and computer systems of the Habitat Soundscaping system installed at the original end-user purchaser's site. During this period, Plantronics will, in its sole discretion and through the end-user purchaser's reseller of the Habitat Soundscaping system, either repair or replace the defective components of the Habitat Soundscaping system installation.

Warranty Coverage (Water Feature-2 years)

Plantronics warrants that, for a period of two (2) years, beginning with the first date of system activation at the original end-user purchaser's site of installation, any water feature will be free of defects in materials and workmanship that interfere with its proper operation. A water feature is (1) any self-contained system including a reservoir and water pump which circulates water in a manner to introduce a flowing water noise into end-user purchaser's site; and (2) is approved by Plantronics for use with the end-user purchaser's Habitat Soundscaping system. During this period, Plantronics will, in its sole discretion and through the end-user purchaser's reseller of the Habitat Soundscaping system, either repair or replace the defective components of the water feature.

Warranty Coverage – Software Services

Plantronics Habitat Soundscaping software services (hereinafter "Services") are provided subject to certain service level commitments by Plantronics and its resellers. Those commitments are spelled out in the Plantronics Habitat Soundscaping Service Level Agreement ("SLA"). The SLA describes Plantronics' policies regarding our commitments around website access, uptime of Services, maintenance, and upgrades. Please review the SLA carefully.

Plantronics warrants that during your subscription term, the Services for which you have subscribed will materially conform to published specifications. If you cannot access the Services according to the published specifications as a result of a failure of Plantronics or its suppliers, you must submit a warranty claim (1) referencing this section of the Plantronics Habitat Soundscaping System Limited Warranty terms; and (2) request that Plantronics resolve the non-conformity. If the non-conformity persists without relief for more than 30 days after your written submission, you may terminate your subscription and request that your reseller refund the remaining prepaid subscription fees prorated from the date you

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submitted your warranty claim through the end of the subscription term. This warranty will not apply to any non-conformity resulting from a modification of, or defect in, the Services made or caused by anyone other than Plantronics.

Plantronics will, from time to time, publish software updates for systems at the end-user purchaser's site of installation. These updates may include bug fixes, additional functionality, performance improvements, and other updates. If these updates are designed to be installed automatically, it is the responsibility of the end-user purchaser and their reseller to ensure that the end-user purchaser's local network is not configured in a manner that prevents the automatic update of such systems and software. If the end-user purchaser's local network cannot be configured in such a manner, or an update requires manual installation, it is the responsibility of the end-user purchaser and their reseller to download and install any updates to the relevant systems.

WARRANTY COVERAGE-LIMITATIONS AND EXCLUSIONS

- For components that have been repaired or replaced under warranty, the warranty period shall be the greater of 90 days beginning on the date of repair or replacement, or 5 years (2 years for a water feature) from the initial activation date of the defective component.
- The end-user purchaser is responsible for any labor costs associated with the repair or replacement of their components.
- This warranty does not extend to, and Plantronics will not be liable for, any damage, defects, or failure caused by (1) misuse (*i.e.*, use for a purpose other than described in Plantronics documentation), neglect, abuse, alteration, or natural disaster; or (2) relocation, disassembly, or repair by a party not authorized by Plantronics to perform such work.
- This warranty does not extend to, and Plantronics will not be liable for, components not approved for use with the end-user purchaser's Habitat Soundscaping system.
- No warranty is made that the software provided by Plantronics will meet your requirements or will work in combination with any hardware, applications, or software products provided by third parties, that the operation of the software products will be uninterrupted or error free, or that all defects in the software products will be corrected.

EXCEPT AS EXPRESSLY STATED IN THESE LIMITED WARRANTY TERMS AND THE PLANTRONICS HABITAT SOUNDSCAPING SUPPLEMENTAL SERVICE TERMS, TO THE MAXIMUM EXTENT ALLOWED BY LAW, PLANTRONICS DISCLAIMS ALL WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, ORAL OR WRITTEN, INCLUDING WARRANTIES ARISING UNDER STATUTE, WARRANTIES OF MERCHANTABILITY, ACCURACY, TITLE, NON-INFRINGEMENT OR FITNESS FOR A PARTICULAR PURPOSE OR ANY WARRANTIES ARISING FROM USAGE OF TRADE, COURSE OF DEALING OR COURSE OF PERFORMANCE. WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, PLANTRONICS SPECIFICALLY DOES NOT WARRANT THAT THE HABITAT SOUNDSCAPING SYSTEM, SERVICES, SOFTWARE, OR ANY DOCUMENTATION WILL MEET YOUR REQUIREMENTS OR THAT THEY WILL BE ACCURATE OR OPERATE WITHOUT INTERRUPTION OR ERROR. YOU ACKNOWLEDGE THAT YOU HAVE NOT RELIED ON ANY PROMISE, WARRANTY, OR REPRESENTATION NOT EXPRESSLY STATED IN THIS LIMITED WARRANTY OR THE PLANTRONICS HABITAT SOUNDSCAPING SUPPLEMENTAL SERVICE TERMS.

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LIMITATION OF LIABILITY

THE MAXIMUM LIABILITY OF PLANTRONICS UNDER THIS LIMITED WARRANTY OR FOR ANY OTHER REASON, IS EXPRESSLY LIMITED TO THE PRICE YOU PAID FOR THE SUBSCRIPTION, ELECTRONICS, OR WATER FEATURE, AS APPLICABLE. IN NO EVENT WILL PLANTRONICS BE LIABLE FOR ANY CLAIMS, LOSSES, OR DAMAGES CAUSED BY THE INSTALLATION, USE, OR PERFORMANCE OF THE HABITAT SOUNDSCAPING SYSTEM OR THE FAILURE OF THE HABITAT SOUNDSCAPING SYSTEM TO PERFORM, INCLUDING LOST PROFITS OR SAVINGS OR SPECIAL, INCIDENTAL, OR CONSEQUENTIAL DAMAGES. PLANTRONICS IS NOT LIABLE FOR ANY CLAIM MADE BY A THIRD PARTY OR MADE BY YOU FOR A THIRD PARTY. THIS LIMITATION OF LIABILITY APPLIES WHETHER DAMAGES ARE SOUGHT, OR A CLAIM MADE, UNDER THIS LIMITED WARRANTY AS A TORT CLAIM (INCLUDING NEGLIGENCE AND STRICT PRODUCT LIABILITY), A CONTRACT CLAIM, OR ANY OTHER CLAIM. THIS LIMITATION OF LIABILITY CANNOT BE WAIVED OR AMENDED BY ANY PERSON. THIS LIMITATION OF LIABILITY WILL BE EFFECTIVE EVEN IF YOU OR SOMEONE ELSE HAVE ADVISED PLANTRONICS OR AN AUTHORIZED REPRESENTATIVE OF PLANTRONICS OF THE POSSIBILITY OF ANY SUCH DAMAGES.

THIS LIMITED WARRANTY GIVES YOU SPECIFIC LEGAL RIGHTS. YOU MAY ALSO HAVE OTHER RIGHTS THAT MAY VARY FROM STATE TO STATE OR FROM COUNTRY TO COUNTRY. SOME STATES AND COUNTRIES DO NOT ALLOW LIMITATIONS ON IMPLIED WARRANTIES OR THE EXCLUSION OR LIMITATION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE LIMITATIONS MAY NOT APPLY TO YOU. YOU ARE ADVISED TO CONSULT APPLICABLE STATE OR COUNTRY LAWS FOR A FULL DETERMINATION OF YOUR RIGHTS.

MAKING A WARRANTY CLAIM

In the event a Habitat Soundscaping system installation requires warranty service, original end-user purchaser shall first contact its reseller of the Habitat Soundscaping system before contacting Plantronics directly. To contact Plantronics directly, please call +1 (800) 544-4660.