



## Limited Warranty

### General

This Limited Warranty applies to the systems and equipment that are sold by or leased from Mobile Communications America ("MCA"), formerly Knight Security Systems, its subsidiaries, affiliates, authorized resellers, or agents (collectively referred to in this Limited Warranty as "Mobile Communications America") with this Limited Warranty ("MCA Product").

These terms and conditions constitute the complete and exclusive warranty agreement between you and Mobile Communications America Systems regarding the Mobile Communications America Product you have purchased or leased. These terms and conditions supersede any prior agreements or representations, including representations made in Mobile Communications America sales literature and advice given to you by Mobile Communications America or an agent or employee of Mobile Communications America that may have been made in connection with your purchase or lease of the Mobile Communications America Product. No change to the conditions of this Limited Warranty is valid unless it is made in writing and signed by an authorized representative of MCA.

### Warranty Disclaimer

EXCEPT AS EXPRESSLY SET FORTH IN THIS LIMITED WARRANTY, MOBILE COMMUNICATIONS AMERICA MAKES NO OTHER REPRESENTATIONS, WARRANTIES OR CONDITIONS, EXPRESS OR IMPLIED, INCLUDING ANY IMPLIED REPRESENTATIONS, WARRANTIES OR CONDITIONS OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT, AND NON-INTERFERENCE. MCA DOES NOT REPRESENT OR WARRANT THAT THE PRODUCTS WILL PREVENT ANY LOSS BY THEFT, BURGLARY, FIRE, HOLD-UP, PERSONAL EMERGENCY OR OTHERWISE, OR THAT THE PRODUCT WILL IN ALL CASES PROVIDE THE PROTECTION OR BENEFIT FOR WHICH IT IS INTENDED. MCA DOES NOT WARRANT THAT YOUR USE OF THE MCA PRODUCT WILL BE UNINTERRUPTED OR ERROR-FREE. ANY IMPLIED WARRANTIES THAT MAY BE IMPOSED BY LAW ARE LIMITED IN DURATION TO THE LIMITED WARRANTY PERIOD. SOME STATES OR COUNTRIES DO NOT ALLOW A LIMITATION ON HOW LONG AN IMPLIED WARRANTY LASTS OR THE EXCLUSION OR LIMITATION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES FOR CONSUMER PRODUCTS. IN SUCH STATES OR COUNTRIES, SOME EXCLUSIONS OR LIMITATIONS OF THIS LIMITED WARRANTY MAY NOT APPLY TO YOU.

### Warranty Period

The Limited Warranty Period for all Mobile Communications America provided systems is one (1) year from the date of delivery or, for installed systems, the first day of your beneficial use of the products or systems provided unless otherwise stated in writing. Manufacturer warranties on equipment provided by Mobile Communications America begin on the date of device installation, regardless of beneficial use, and the manufacturer warranty period may vary. The Mobile Communications America Limited Warranty Period shall not exceed nor extend beyond the manufacturer warranty provided on any device.

### Warranty Coverage

Mobile Communications America warrants that the Mobile Communications America Product and that you have purchased or leased from Mobile Communications America are free from defects in materials or workmanship under normal use during the Limited Warranty Period. You are entitled to warranty service according to the terms and conditions of this document if a repair to your Mobile Communications America Product is required and requested within the Limited Warranty Period. This Limited Warranty extends only to the original purchaser or lessee of this Mobile Communications America Product and is not transferable to anyone who obtains ownership or use of the Mobile Communications America Product, directly or indirectly, from the original purchaser or lessee.

### Repair or Replacement

During the Limited Warranty Period, Mobile Communications America will repair or replace the defective Mobile Communications America Product upon request by you. All component parts or hardware products removed under this Limited Warranty become the property of Mobile Communications America. In the unlikely event that your Mobile Communications America Product has a recurring failure, Mobile Communications America, at its discretion, may elect to provide you with a replacement unit of Mobile Communications America's choosing that is at least equivalent to your Mobile Communications America Product in hardware performance. Mobile Communications America reserves the right to elect, at its sole discretion, to give you a refund of your purchase price or lease payments (less interest) instead of a replacement. THIS IS YOUR EXCLUSIVE REMEDY FOR DEFECTIVE MOBILE COMMUNICATIONS AMERICA PRODUCTS.

### Software and Data

YOU ARE RESPONSIBLE TO MAKE PERIODIC BACKUP COPIES OF THE DATA STORED ON YOUR SYSTEM HARD DRIVE OR OTHER STORAGE DEVICES AS A PRECAUTION AGAINST POSSIBLE FAILURES, ALTERATION, OR LOSS OF THE DATA. MOBILE COMMUNICATIONS AMERICA IS NOT RESPONSIBLE FOR DAMAGE TO, LOSS OF, OR DISCLOSURE OF ANY PROGRAMS, DATA, OR REMOVABLE STORAGE MEDIA. MOBILE COMMUNICATIONS AMERICA IS NOT RESPONSIBLE FOR THE RESTORATION OR REINSTALLATION OF ANY PROGRAMS OR DATA OTHER THAN SOFTWARE ORIGINALLY PROVIDED AND INSTALLED BY MOBILE COMMUNICATIONS AMERICA. MCA's only obligations with respect to software sold or leased by Mobile Communications America under the Mobile Communications America or any other brand name are set forth in the applicable end-user license or program license agreement and are limited to any warranties provided in such license agreement. Mobile Communications America's manufacturers, suppliers, or publishers may provide their own warranties directly to you.

### Warranty Exclusions

This Limited Warranty does not extend to:

- Products, systems or equipment not purchased from Mobile Communications America;
- Any product from which the serial number has been removed;
- Damage or non-functionality that results from (i) failure to follow the instructions that came with the Mobile Communications America Product; (ii) accident, misuse, abuse, or other external causes; (iii) operation outside the usage parameters stated in the user documentation provided with the MCA Product; (iv) use of parts not provided by MCA, (v) modification of the physical, electrical, or network environment which results directly or indirectly in impaired system or equipment performance; or (vi) modifications or service by anyone other than Mobile Communications America, or a Mobile Communications America authorized service provider.

### Limitation of Liability

IF YOUR MOBILE COMMUNICATIONS AMERICA PRODUCT FAILS TO WORK AS WARRANTED ABOVE, YOUR SOLE AND EXCLUSIVE REMEDY SHALL BE REPAIR OR REPLACEMENT. MOBILE COMMUNICATIONS AMERICA MAXIMUM LIABILITY UNDER THIS LIMITED WARRANTY OR RELATED IN ANY WAY TO THE MOBILE COMMUNICATIONS AMERICA PRODUCT IS EXPRESSLY LIMITED TO THE LESSER OF THE PRICE YOU HAVE PAID FOR THE MOBILE COMMUNICATIONS AMERICA PRODUCT OR THE COST OF REPAIR OR REPLACEMENT OF ANY HARDWARE COMPONENTS THAT MALFUNCTION IN CONDITIONS OF NORMAL USE.

MOBILE COMMUNICATIONS AMERICA SHALL NOT BE LIABLE FOR ANY DAMAGES CAUSED BY THE MOBILE COMMUNICATIONS AMERICA PRODUCT OR THE FAILURE OF THE MOBILE COMMUNICATIONS AMERICA PRODUCT TO PERFORM, INCLUDING WITHOUT LIMITATION ANY LOST PROPERTY, PROFITS OR SAVINGS OR SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES, PROPERTY DAMAGE, OR, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, PERSONAL INJURY OR DEATH. MOBILE COMMUNICATIONS AMERICA SHALL NOT BE 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 OR AS A TORT CLAIM (INCLUDING SIMPLE NEGLIGENCE, JOINT NEGLIGENCE, CONTRIBUTORY NEGLIGENCE, GROSS 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 MOBILE COMMUNICATIONS AMERICA KNEW OR SHOULD HAVE KNOWN 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. YOU ARE ADVISED TO CONSULT APPLICABLE STATE OR COUNTRY LAWS FOR A FULL DETERMINATION OF YOUR RIGHTS.

MOBILE COMMUNICATIONS AMERICA may be contacted by e-mail at [csc@callmc.com](mailto:csc@callmc.com), by telephone at 512-892-8801, or by postal delivery at 4509 Freidrich Ln, Suite 110, Austin TX 78744.