

LIMITED WARRANTY

Subject to the terms and conditions set forth herein, CelAccess Systems, Inc. ("CAS") provides this Limited Warranty (the "Warranty"):

- o Only to the person or entity that originally purchased the Product from CAS or its authorized reseller or distributor; and
- o Only for Products purchased and delivered within the fifty states of the United States.

Limited Warranty: CAS warrants that the hardware portion of the CAS Product (the "Hardware" or the "Product") will be free from material defects in workmanship and materials under normal use from the date of original retail purchase of the Product and for one year thereafter ("Limited Warranty Period"), except as otherwise stated herein.

The customer's sole and exclusive remedy and the entire liability of CAS and its suppliers under this Limited Warranty will be, at CAS's option, to repair or replace the defective Hardware parts during the Limited Warranty Period at no charge to the original owner (though customer may be responsible for labor costs associated with repair of the Product,) or to a refund of the actual purchase price paid. Any repair or replacement will be rendered by CAS either at an authorized CAS service office or at the customer's location, to be determined by CAS in their sole discretion. The replacement hardware need not be new or have an identical make, model or part. CAS may, at its option, replace the defective Hardware or any part thereof with any reconditioned product that CAS reasonably determines is substantially equivalent (or superior) in all material respects to the defective Hardware. Repaired or replacement hardware will be warranted for the remainder of the original Limited Warranty Period or ninety (90) days, whichever is longer, and is subject to the same limitations and exclusions. If a material defect is incapable of correction, or if CAS determines that it is not practical to repair or replace the defective Hardware, the actual price paid by the original purchaser for the defective Hardware will be refunded by CAS upon return to CAS of the defective Hardware. All Hardware or part thereof that is replaced by CAS, or for which the purchase price is refunded, shall become the property of CAS upon replacement or refund.

Submitting a Claim:

ALL CLAIMS UNDER THIS WARRANTY FOR PRODUCT REPAIR ONLY MUST BE SUBMITTED TO CAS IN THE MANNER DESCRIBED BELOW. CUSTOMER RETURNS OR EXCHANGES FOR REASONS NOT COVERED UNDER THIS LIMITED WARRANTY WILL NOT BE ACCEPTED BY CAS. SUCH RETURNS OR EXCHANGES MUST BE MADE BY RETURNING THE PRODUCT TO THE ORIGINAL PLACE OF PURCHASE AND WILL BE SUBJECT TO THE RETURN OR EXCHANGE POLICIES OF THE ORIGINAL PLACE OF PURCHASE.

NOTE: A 20% RESTOCKING FEE WILL APPLY IN THE CASE OF ANY RETURN NOT COVERED UNDER THIS LIMITED WARRANTY AND THAT AMOUNT WILL BE DEDUCTED FROM THE ACTUAL PURCHASE PRICE AT THE TIME THE RETURN IS MADE.

Submitting A Claim For Product Repair:

In order to submit the Product to CAS for repairs believed to be covered under the terms of this Warranty, the customer must first contact the CAS customer service department at 972-231-1999 for an RMA number for the Product. The customer must then submit with the Product as part of the claim (1) the RMA number, (2) a written description of the Hardware defect in sufficient detail to allow CAS to confirm the same, and (3) proof of purchase of the Product (such as a copy of the dated purchase invoice for the Product). The defective Product must be packaged securely in the original or other suitable shipping package to ensure that it will not be damaged in transit.

The customer is responsible for all in-bound shipping charges to CAS. No Cash on Delivery ("COD") is allowed. Products sent COD will either be rejected by CAS or become the property of CAS. Products shall be fully insured by the customer and shipped to CelAccess Systems, Inc., 13619 Inwood Rd., Suite 360 Dallas, Texas, 75244. CAS will not be held responsible for any packages that are lost in transit to CAS. The repaired or replaced packages will be

shipped to the customer via UPS Ground or any common carrier selected by CAS. Return shipping charges shall be prepaid by CAS if you use an address in the United States. Expedited shipping is available upon request and provided shipping charges are prepaid by the customer. CAS may reject or return any Product that is not packaged and shipped in strict compliance with the foregoing requirements. The Product owner agrees to pay CAS's reasonable handling and return shipping charges for any Product that is not packaged and shipped in accordance with the foregoing requirements, or that is determined by CAS to be an Excluded Product or Repair.

What Is Not Covered: The Limited Warranty provided herein by CAS does not cover: Products that, in CAS's sole judgment, have been subjected to abuse, accident, alteration, modification, tampering, negligence, misuse, faulty installation, lack of reasonable care, repair or service in any way that is not contemplated in the documentation for the Product, or if the model or serial number has been altered, tampered with, defaced or removed; Initial installation, installation and removal of the Product for repair, and shipping costs; Operational adjustments covered in the operating manual for the Product, and normal maintenance; Damage that occurs in shipment, due to act of God, failures due to power surge, and cosmetic damage; Any hardware, software, firmware or other Products or services provided by anyone other than CAS; changes made by the wireless service provider; and Products that have been purchased from inventory clearance or liquidation sales or other sales in which CAS, the sellers, or the liquidators expressly disclaim their warranty obligation pertaining to the Product, (collectively, "Excluded Products or Repairs").

If CAS finds that the customer's requested Product repairs are Excluded Products or Repairs, CAS will notify the customer of their findings and the reasons therefore and will provide the customer an estimate of the cost that will be incurred by the customer to repair the Product. The customer will then have 30 days to respond to CAS and to either (1) pay for Product repairs or (2) request that the Product be returned to the customer at the customer's sole expense.

While necessary maintenance or repairs on your Product can be performed by any company, we recommend that you use only an authorized CAS service office, as improper or incorrectly performed maintenance or repair voids this Limited Warranty.

Disclaimer of Other Warranties: EXCEPT FOR THE LIMITED WARRANTY SPECIFIED HEREIN, THE PRODUCT IS PROVIDED "AS-IS" WITHOUT ANY WARRANTY OF ANY KIND WHATSOEVER INCLUDING, WITHOUT LIMITATION, ANY WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT. IF ANY IMPLIED WARRANTY CANNOT BE DISCLAIMED IN ANY TERRITORY WHERE A PRODUCT IS SOLD, THE DURATION OF SUCH IMPLIED WARRANTY SHALL BE LIMITED TO THE DURATION OF THE APPLICABLE LIMITED WARRANTY PERIOD SET FORTH ABOVE. EXCEPT AS EXPRESSLY COVERED UNDER THE LIMITED WARRANTY PROVIDED HEREIN, THE ENTIRE RISK AS TO THE QUALITY, SELECTION AND PERFORMANCE OF THE PRODUCT IS WITH THE PURCHASER OF THE PRODUCT.

Limitation of Liability: TO THE MAXIMUM EXTENT PERMITTED BY LAW, CAS IS NOT LIABLE UNDER ANY CONTRACT, NEGLIGENCE, STRICT LIABILITY OR OTHER LEGAL OR EQUITABLE THEORY FOR ANY LOSS OF USE OF THE PRODUCT, INCONVENIENCE OR DAMAGES OF ANY CHARACTER, WHETHER DIRECT, SPECIAL, INCIDENTAL OR CONSEQUENTIAL (INCLUDING, BUT NOT LIMITED TO, DAMAGES FOR LOSS OF GOODWILL, LOSS OF REVENUE OR PROFIT, WORK STOPPAGE, COMPUTER FAILURE OR MALFUNCTION, FAILURE OF OTHER EQUIPMENT OR COMPUTER PROGRAMS TO WHICH CAS'S PRODUCT IS CONNECTED WITH, LOSS OF INFORMATION OR DATA CONTAINED IN, STORED ON, OR INTEGRATED WITH ANY PRODUCT RETURNED TO CAS FOR LIMITED WARRANTY SERVICE) RESULTING FROM THE USE OF THE PRODUCT, RELATING TO LIMITED WARRANTY SERVICE, OR ARISING OUT OF ANY BREACH OF THIS LIMITED WARRANTY, EVEN IF CAS HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THE SOLE REMEDY FOR A BREACH OF THE FOREGOING LIMITED WARRANTY IS REPAIR, REPLACEMENT OR REFUND OF THE DEFECTIVE OR NON-CONFORMING PRODUCT. THE MAXIMUM LIABILITY OF CAS UNDER THIS LIMITED WARRANTY IS LIMITED TO THE PURCHASE PRICE OF THE PRODUCT COVERED BY THE LIMITED WARRANTY. THE FOREGOING EXPRESS WRITTEN WARRANTIES AND REMEDIES ARE EXCLUSIVE AND ARE IN LIEU OF ANY OTHER WARRANTIES OR REMEDIES, EXPRESS, IMPLIED OR STATUTORY.

Governing Law: This Limited Warranty shall be governed by the laws of the Texas.