



TB Product Warranty

*At TelcoBridges we believe that our success is
measured by the success of our partners*

Contents

TB Product Warranty.....	0
Hardware Products – Limited Hardware Warranty.....	2
Hardware Products – Limited Hardware Warranty Restrictions.....	2
Repaired Products - Limited Hardware Warranty	3
Software Products - Limited Software Warranty	3
Software License Agreement	3
TMG-CONTROL™ License	3
Toolpack™ License	3
Applicable to TMG-CONTROL & Toolpack Licenses	4
Confidentiality	4
License Term and Termination.....	5
General Provisions	5
Governing Law.....	6
Force Majeure.....	6
Severability	6
No Assignment	6
TelcoBridges Contact Information.....	6

All products sold by TelcoBridges Inc. (“TelcoBridges”) are covered by this Product Warranty (“Warranty”) to the exclusion of any other warranty.

All Telcobridges products are covered by an Original Manufacturer’ Warranty (included in the sales price). An optional, equivalent Extended Warranty program is also available, at additional cost, for its clients’ peace of mind. The Extended Warranty may be included in Telcobridges’ offer of support contracts. The provisions below apply to both the Original Manufacturer’s Warranty and the Extended Warranty. The Extended Warranty must be purchased within three (3) months of the expiration of the Original Manufacturer’s Warranty. After this grace period, warranty reinstatement fees will be charged at TelcoBridges’ discretion.

Hardware Products – Limited Hardware Warranty

TelcoBridges guarantees that for a period of 12 months from the date of original shipment of the hardware by TelcoBridges, the hardware shall be free from defects in material and workmanship under normal operating conditions.

During the Warranty period and upon proper notice, TelcoBridges will advance replace faulty products, which are to be shipped to Telcobridges within maximum thirty (30) days from Telcobridges’ acceptance of the Warranty claim. TelcoBridges will refuse the advanced replacement if a client has not returned a product under Return Material Authorization (“RMA”) for period exceeding thirty (30) days. The replacement may, at TelcoBridges’ option, be a new or a refurbished TelcoBridges product, or a different hardware with compatible features and functions.

For detailed information on TelcoBridges return and repair policy and procedure please refer to the TB Return and Repair Procedure

Hardware Products – Limited Hardware Warranty Restrictions

This Limited Hardware Warranty does not apply to normal wear and tear of the products, nor if the Hardware:

- a) Is altered from its original specifications
- b) Is installed, configured, implemented, used, or operated in any way that is contrary to TelcoBridges’ instructions
- c) Has damage resulting from negligence, accident, or environmental stress
- d) Was subject to unauthorized repair(s) or modification(s)
- e) Is used with materials or parts not manufactured or approved by TelcoBridges

The Limited Hardware Warranty does not apply if agreed upon payment terms are not respected.

Repaired Products - Limited Hardware Warranty

Repaired, replaced or exchanged products will be guaranteed for a period of three (3) months, from the date the repaired, exchanged or replaced products are shipped by TelcoBridges, or for the remainder of the Warranty, whichever is longer.

Software Products - Limited Software Warranty

During the Warranty period, TelcoBridges will provide, major and minor Software upgrades at no additional cost.

For the duration of the Warranty, TelcoBridges will make available the most recent version of the Software “as is” without technical support. For any technical support, please refer to the TB Support document. TelcoBridges’ entire liability and client’s exclusive remedy shall be, at TelcoBridges’ discretion, to either (a) repair or replace the Software that does not meet original specifications, or (b) return the price you paid for the Software. Any replacement Software will carry the same Limited Software Warranty.

Software License Agreement

This Software License Agreement ("Agreement") is a legal agreement between TelcoBridges and its clients for the conditional use of the software (TMG-CONTROL™, Toolpack™ and/or other, including and not limited to all of its versions and upgrades, both major and minor) described herein. By downloading, copying or otherwise using the software, the client agrees to be bound by the terms of this Agreement.

TMG-CONTROL™ License

TelcoBridges VoIP gateways run with the use of TMG-CONTROL™ software. Each purchased Tmedia and/or other applicable product comes pre-loaded and pre-configured with TMG-CONTROL™ software. This is a non-exclusive license, not a transfer of title, for the use of the software and related documentation and TelcoBridges retains exclusive ownership of all copies of the software and documentation. The client acknowledges that the software and documentation contain trade secrets of TelcoBridges, its suppliers or licensors, including but not limited to the specific internal design and structure of individual program applications and associated user interface information. Accordingly, except as otherwise expressly provided under this Agreement, TelcoBridges grants the client the right to make and use copies of the Software for client’s internal use only.

Toolpack™ License

TelcoBridges’ products run with the use of Toolpack™ software. Each purchased applicable product comes with a license access to the Toolpack software. This is a non-exclusive license, not a transfer of title, for the use of the software and related documentation and TelcoBridges retains exclusive ownership of all copies of the software and documentation. The client acknowledges that the software and documentation contain trade secrets of TelcoBridges, its

suppliers or licensors, including but not limited to the specific internal design and structure of individual program applications and associated user interface information.

Accordingly, except if otherwise expressly provided under this Agreement, TelcoBridges grants the client the following rights:

1. To make and use copies of the software for client's internal use, for designing, developing, testing and demonstrating products, and for the evaluation of the software;
2. To make and distribute copies of the object code form from any portion of the software in conjunction with and as part of an application product developed by client that adds significant and primary functionality to the software, provided that the software only operates in conjunction with TelcoBridges hardware;
3. To use, modify, reproduce and distribute the source code version of those portions of the software identified as "sample code" for the sole purposes of designing, developing, testing and marketing client's product(s).

The software can only be used in connection with the hardware as specified by TelcoBridges in the electronic software license provided at the time of delivery.

Unless specifically authorized or instructed by TelcoBridges, in writing, the client shall not modify, alter, reverse engineer or decompile the software.

Applicable to TMG-CONTROL & Toolpack Licenses

Copyright

The software and documentation and any intellectual property rights therein, including without limitation all algorithms, applications, whether in source code or in object code form, and procedures, are owned by TelcoBridges (and its suppliers) and licensors and are protected by copyright laws and international treaty provisions. Therefore, the client must treat the software and documentation like any other copyrighted material except as expressly permitted in this Agreement.

Confidentiality

Without the prior written consent of TelcoBridges, the client shall have no authority or right to disclose, reveal or otherwise communicate directly or indirectly information about the software, or the related documentation to any person, firm, corporation or other entity.

License Term and Termination

The license is effective for an indeterminate period. The client may terminate it at any time by destroying the software and documentation together with all copies, modifications and merged portions in any form.

This Agreement will also terminate automatically upon conditions set forth in the software itself according to the terms and conditions of sale, or elsewhere in this Agreement or if the client fails to comply with any terms or conditions of this Agreement or if the client transfers possession of any copy, modification or merged portion of the software or documentation to another party in any way other than as expressly permitted in this Agreement.

TelcoBridges may terminate this Agreement in the event that the client (i) fails to make any payment when due; (ii) becomes insolvent or bankrupt; (iii) files a petition for bankruptcy; files a petition seeking any reorganization, arrangement, composition, or similar relief under any law regarding insolvency; appoints a receiver, a trustee, or a similar officer for client's business or assets; is subject to any involuntary petition or proceeding under bankruptcy or insolvency laws, which is not removed within thirty (30) days; adopts a resolution for discontinuance of Clients' business or for dissolution; or (iv) commits a breach of any of the terms of this Agreement and fails to remedy such breach within thirty (30) days after receipt of written notice thereof from TelcoBridges.

The client agrees, upon termination of this Agreement, to destroy the software and documentation together with all copies, modifications and merged portions in any form. TelcoBridges shall, upon request, be provided with a written declaration confirming such destruction.

In the event of the termination of this Agreement pursuant to the provisions herein, TelcoBridges shall maintain all legal rights and remedies and claims for damages that may be available to it under applicable law.

General Provisions

Limitation of Liability and Disclaimer of Warranties

The limited warranties and remedies provided for herein are in lieu of all other warranties, statutory, express or implied, including without limitation any warranty of merchantability fitness for a particular application or purpose and non-infringement, which are hereby disclaimed and excluded to the fullest extent permitted by law. TelcoBridges will not be liable for any statements or representations made in any form that go beyond or are inconsistent with the terms hereof. To the extent that an implied warranty cannot be excluded, such warranty is limited in duration to the aforementioned warranty period.

TelcoBridges does not accept liability beyond the remedies set forth herein, including but not limited to any liability for product not being available for use, lost profits, loss of business or for lost or corrupted data or software, or the provision of services and support. TelcoBridges will not be liable for any consequential, special, direct, indirect, or punitive damages. TelcoBridges'

aggregate liability hereunder shall not exceed the price paid for any product covered by this Warranty.

Governing Law

This Warranty is governed by and construed in accordance with the laws applicable in the Province of Quebec, Canada. The courts sitting in the judicial district of Montreal, Province of Quebec, Canada, shall have jurisdiction to hear any claim or other proceeding arising in connection with the present Warranty.

Force Majeure

TelcoBridges shall not be responsible for any delay or failure in performance of any or all of its obligations hereunder caused by any act, omission, or event beyond TelcoBridges' reasonable control.

Severability

Should any provision of this Warranty be deemed contrary to applicable law and/or unenforceable by any court of competent jurisdiction, such provision shall be considered severed from this Warranty but all remaining provisions shall continue in full force.

No Assignment

This Warranty is not assignable or otherwise transferable to any subsequent purchaser or user of the products, and only extends to the first purchaser from TelcoBridges or from an authorized reseller, as the case may be.

TelcoBridges Contact Information

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