



**STATEMENT OF LIMITED WARRANTY FOR SERVICES  
ACUITY INTELLIGENT SPACES INC.**  
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Subject to the limitations set forth below, Acuity Intelligent Spaces Inc., ("Acuity"), warrants for a period of 90 (ninety) days, from the date that the services are completed, that the services provided by Acuity ("Services") shall be performed in a professional and workmanlike manner. Software services are excluded from this warranty.

Acuity will not be responsible for any failure of the Services which is the result of: external causes, such as site conditions; acts of nature; physical damage; environmental conditions; vandalism; fire; power failure, improper power supply or load, electrical current fluctuations or excessive switching; induced vibration; animal or insect activity; natural catastrophe; fault or negligence of customer or any third party not engaged by Acuity; improper or unauthorized use, installation, handling, storage, alteration, maintenance or service, failure to comply with any applicable codes and/or recommendations or instructions of Acuity, or purchaser's failure to provide necessary information that is reasonably required to perform the Services; failures resulting from use with purchaser or third party supplied products, processes, materials, software, services, telecommunications equipment, networks or the internet; or any other occurrences beyond Acuity's reasonable control.

If the Services(s) fail to comply with the terms of this warranty and purchaser advises an authorized Acuity post sales customer service representative of such non-compliance in writing within the applicable warranty period, Acuity will use commercially reasonable efforts to re-perform any Services that were performed in a manner that is substantially less than professional and workmanlike, at no additional cost. The re-performance of the Services is the sole and exclusive remedy for failure of the Services to comply with the terms of this warranty and does not extend the warranty period. This warranty applies only when Services have been paid for in full.

EXCEPT AS SPECIFICALLY SET FORTH ABOVE, THE SERVICES ARE PROVIDED "AS IS," AND ACUITY MAKES NO REPRESENTATIONS OR WARRANTIES, AND EXPRESSLY DISCLAIMS ALL REPRESENTATIONS AND WARRANTIES, EXPRESS OR IMPLIED, RELATING DIRECTLY OR INDIRECTLY TO THE SERVICES, WHETHER ORAL, WRITTEN, OR ARISING BY COURSE OF DEALING OR USAGE OF TRADE, INCLUDING WITHOUT LIMITATION ANY WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT. NO WARRANTY SPECIFICALLY SET FORTH ABOVE MAY BE MODIFIED OR AMENDED EXCEPT BY A WRITTEN INSTRUMENT SIGNED BY A DULY AUTHORIZED REPRESENTATIVE OF ACUITY. NO AGENT, DISTRIBUTOR, CONTRACTOR, OR OTHER SUPPLIER OF ACUITY PRODUCTS HAS THE AUTHORITY TO MODIFY OR AMEND SUCH WARRANTIES WITHOUT EXPRESS WRITTEN AUTHORIZATION FROM ACUITY.

NO ORAL OR WRITTEN INFORMATION OR ADVICE GIVEN BY ACUITY OR ITS REPRESENTATIVES SHALL CREATE A WARRANTY OR IN ANY WAY INCREASE THE SCOPE OF ACUITY'S OBLIGATIONS HEREUNDER.

IN NO EVENT WILL ACUITY BE LIABLE TO PURCHASER FOR ANY INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL, EXEMPLARY OR PUNITIVE DAMAGES IN CONNECTION WITH THE PERFORMANCE OF ANY SERVICES, EVEN IF SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, WHETHER AS THE RESULT OF BREACH OF CONTRACT, WARRANTY, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY, OR ANY OTHER THEORY. IN FURTHERANCE AND NOT IN LIMITATION OF THE FOREGOING, IN NO EVENT WILL ACUITY, ITS AFFILIATES, SERVICE PROVIDERS OR LICENSORS BE LIABLE TO PURCHASER FOR ANY LABOR OR EQUIPMENT REQUIRED TO REMOVE AND/OR REINSTALL ORIGINAL OR REPLACEMENT PARTS, LOSS OF TIME, PROFITS OR REVENUES, LACK OR LOSS OF PRODUCTIVITY, INTEREST CHARGES OR COST OF CAPITAL, COST OF SUBSTITUTE EQUIPMENT, SYSTEMS OR SERVICES, DOWNTIME COSTS, LOSS OR CORRUPTION OF DATA, LOSS OF USE OF PROPERTY OR EQUIPMENT, OR ANY INCONVENIENCE ARISING OUT OF THE PERFORMANCE OR NONPERFORMANCE OF THE SERVICES, OR ANY BREACH OF WARRANTY OR OBLIGATIONS UNDER WARRANTY. THE TOTAL LIABILITY OF ACUITY ON ANY AND ALL CLAIMS OF ANY KIND, WHETHER IN CONTRACT, WARRANTY, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY OR OTHERWISE, ARISING OUT OF OR IN CONNECTION WITH, OR RESULTING FROM, ACUITY'S PERFORMANCE OR BREACH OF ITS WARRANTIES UNDER THIS LIMITED WARRANTY, OR FROM THE PERFORMANCE OF ANY SERVICES, SHALL IN NO EVENT EXCEED THE AMOUNT PAID BY PURCHASER TO OR FOR THE BENEFIT OF ACUITY, ALLOCABLE TO THE SPECIFIC SERVICES WHICH GIVE RISE TO THE CLAIM, FOR THE TWELVE (12) MONTHS PRECEDING THE DATE ON WHICH THE CLAIM FIRST ACCRUED, AND ANY AND ALL SUCH LIABILITY SHALL TERMINATE UPON EXPIRATION OF THE APPLICABLE WARRANTY PERIOD, IF ANY, SET FORTH ABOVE.

Acuity reserves the right to modify or discontinue this limited warranty without notice provided that any such modification or discontinuance will only be effective with respect to any Services performed after such modification or discontinuance.