



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

## 1. Hardware products – Limited warranty

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

During the warranty period (original warranty and/or extended warranty period), TelcoBridges will advance replace products. The replacement product you receive may be a new or refurbished TelcoBridges product.

During the limited hardware warranty period, upon proper notice to TelcoBridges, TelcoBridges will, at its option, either:

1. Repair and return the defective hardware;
2. Replace the defective hardware with a new or refurbished component;
3. Replace the defective hardware with a different but similar component that contains compatible features and functions.

All product returns require a Return Material Authorization ("RMA") number\* which can be obtained from TelcoBridges or through your authorized reseller, if applicable. If you have purchased the product through an authorized reseller, any claim pursuant to this Product Warranty should be made to your reseller. Product returns without a valid RMA will be rejected.

### \* RMA Procedure

Product returns require a Return Material Authorisation (RMA) number which can be obtained from TelcoBridges. To request an RMA number, contact TelcoBridges TB Support Team:

Canada tel.: +1-450-655-8993 x. 102

Hong Kong tel.: +852-3749-9819

Email: [support@telcobridges.com](mailto:support@telcobridges.com)

Fax: +1-450-655-9511

For access through chat (MSN) Client must have worked at least once with the TelcoBridges TB Support Team. Please request an email address from your TB Support representative.

When contacting the TB Support Team, please be prepared to provide the following information:

- Your name, company name, telephone and fax numbers and email address
- Proof of purchase (part and/or model number and serial number of the product to be returned)
- Reason for the product return
- Your return shipping address

RMA numbers are valid for thirty (30) days and are associated with a product serial number. RMA numbers older than ten (10) days need to be revalidated by calling the TB Support Team before the product is returned.

Once an RMA number has been issued, a confirmation email or fax will be sent to you detailing the RMA number, product authorised for return, together with shipping instructions. Client is responsible for the risk of loss and shipping and handling fees when returning products.

It is preferable that the original packaging, including any anti-static and foam wrapping be used on all returned product. Should the original product packaging not be available, then adequate packaging should be used taking into account the method of shipment of the returned product. You are responsible for delivering the product to TelcoBridges safely and undamaged.

The RMA number should be clearly marked on all returned product, boxes, packages and accompanying paperwork. RMAs received by TelcoBridges that are not clearly marked may experience processing delays.

We recommend that all returned products be insured and that a tracking number be obtained for the shipment. To speed up the RMA procedure, the tracking number should be sent to the TelcoBridges TB Support Team as soon as the package is shipped.



## *Hardware products – Limited warranty restrictions*

This limited warranty does not apply to normal wear and tear of the product, 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 or modification;
- e) if payment terms are not respected;
- f) is used with materials or parts not manufactured or approved by TelcoBridges.

## *Repaired product - Limited hardware warranty*

Repaired, replaced or exchanged product will be warranted for a period of three (3) months, from the date the repaired, exchanged or replaced product is shipped by TelcoBridges, or the remainder of the original warranty, whichever is longer.

## **2. Software products**

### *Limited software warranty*

During the Standard Warranty period of twelve (12) months from the date of purchase, TelcoBridges will provide, major & minor software upgrades at no additional cost. Updated versions (major & minor) of the Software are also available as part of an Extended Warranty program covering both Hardware and Software that can be purchased up to three months after the expiry of the original Standard Warranty period.

For this period, 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 your exclusive remedy shall be, at TelcoBridges' discretion. TelcoBridges will either (a) repair or replace the Software that does not meet original specifications, or (b) return the price 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 for the conditional use of the software (Toolpack™, TMG-CONTROL™ and or other, including and not limited to all of its versions and upgrades, both major and minor) provided herein ("Software ") between you ("Client"), and TelcoBridges. By downloading, copying or otherwise using the Software, 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 purchase of Tmedia product comes pre-loaded and pre-configured with TMG-CONTROL software. This is a non-exclusive license, not a transfer of title, to the Software and related documentation ("Documentation"), and TelcoBridges retains exclusive ownership of all copies of the Software and Documentation. 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 programs applications and associated user interface information. Accordingly, except as otherwise expressly provided under this Agreement, TelcoBridges grants Client the right to make and use copies of the Software for Client's internal use.

### *Toolpack license*

TelcoBridges development platforms run with the use of Toolpack™ software. Each purchase of Tdev product comes with license access to Toolpack software. This is a non-exclusive license, not a transfer of title, to the Software and related documentation ("Documentation"), and TelcoBridges retains ownership of all copies of the Software and Documentation. 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 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 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 platforms 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, Client shall not modify, alter, reverse engineer or decompile the Software.

#### *Applicable to TMG-CONTROL & Toolpack*

##### *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, 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, Client shall have no authority or right to disclose, reveal or otherwise communicate directly or indirectly with the Software, information about the Software, or the related Documentation to any person, firm, corporation or other entity.

##### *License term and termination*

This license is effective for an indeterminate period. 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 Client fails to comply with any term or condition of this Agreement or if 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. This does not limit any other possible recourse.

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

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 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.

### 3. Service and Support

TelcoBridges products are supported by the TB Support, service and support program. Any and all clients of TelcoBridges, direct or indirect can purchase access to this program, put in place to help our clients resolve technical problems related to their TelcoBridges purchase. TB support is available worldwide. Please refer to the TBWiki (<http://docs.telcobridges.com>) for TelcoBridges TB Support Program.

TelcoBridges Service & Support department can be contacted at the following:

Canada Tel.: +1-450-655-8993 ext. 102

Hong Kong Tel.: +852-3749-9819

Email: [support@telcobridges.com](mailto:support@telcobridges.com)

### 4. 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 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 Supplier Warranty.

#### *Governing law*

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

#### *No assignment*

This Supplier 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.