

## **SILICON PRODUCT LIMITED WARRANTY**

DigitalPersona, Inc. doing business as Crossmatch (“*Crossmatch*”) warrants that its Silicon Hardware Products (“*Silicon Product*”) at the time of original shipment by Crossmatch are free from defects in material and workmanship and will perform in accordance with, the applicable data sheet published by Crossmatch or agreed upon written specifications, when operated within the temperature and all other operating condition limitations set forth therein. The foregoing shall apply only to failures to meet said warranties which appear and are reported to Crossmatch within one (1) year from the date of Crossmatch’s original shipment, or with respect to unassembled Silicon Product in wafer or die for thirty (30) days from the date of Crossmatch’s original shipment.

Crossmatch's warranty does not apply if, and Crossmatch shall have no liability for Silicon Products returned by reseller as to which Crossmatch's examination discovers that:

- a) the Silicon Product has been exposed to unusual or excessive environmental, mechanical, electrical or thermal stress during the course of reseller’s stocking, manufacturing, installation or handling of any kind; or
- b) the absolute maximum ratings are exceeded for any reason including, but not limited to, equipment variations, environment variations, the effects of changes in operating conditions due to variations in device characteristics, improper equipment design, improper device installation or application; or
- c) Silicon Product malfunction is the result of misuse, abuse, improper installation or application, alteration, accident, or negligence in use, storage, transportation or handling or if the original identification markings on the Product have been removed, defaced or altered; or
- d) Silicon Product is "burned in" and/or tested for reseller by anyone other than Crossmatch unless such procedures have Crossmatch's prior written approval; or
- e) the Silicon Product is classified as other than a commercial production unit, e.g., a design verification unit, sample, pre-production unit, developmental unit, prototype unit, incomplete (with notice) or "fallout" (i.e. out of specification with notice) unit.

### **All warranty claims are subject to verification by Crossmatch.**

The liability of Crossmatch hereunder is solely and exclusively limited to replacement, repair or credit at the purchase price at Crossmatch's option for any Silicon Product which is returned by reseller during the applicable warranty period and which is found by Crossmatch to be subject to adjustment under this warranty.

The foregoing warranties extend to **RESELLER ONLY**, and not to reseller's customers or to users of reseller's products. These warranties are the only warranties made by Crossmatch for the Silicon Products and shall not be enlarged by representations, descriptions, course of dealing, trade usage, rendering of technical advice, service, samples, models, or otherwise.

**Hazardous Use.** Silicon Products are not designed, made, or intended for use in an application where failure, malfunction or inaccuracy of the Silicon Product may cause death, serious bodily injury, including, without limitation, medical equipment, nuclear facilities, aircraft operation, air traffic control, life support. Any such use is prohibited. You agree that neither Crossmatch nor its suppliers, distributors or customers will be liable, in whole or in part, for any claims, losses, costs or damages arising out of or in connection with the use and performance of the Crossmatch Hardware in such applications. If you use the Silicon Products for such applications you agree to indemnify, defend and hold Crossmatch and its suppliers harmless from all claims, actions, losses, liabilities, damages, costs and expenses (including attorney fees) arising out of or relating to such prohibited uses.

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