



Thank you for your purchase of this
Vanteon Corporation Evaluation Module/Kit (EVM).

To access EVM software, user guides, datasheets and
the latest information about Vanteon's offerings
go to www.vanteon.com

This packet contains information regarding the terms and conditions of this purchase,
restrictions on use, disclaimers, Radio Frequency Regulatory Compliance information.

For licensing information or design services
contact Vanteon Corporation at info@vanteon.com

Note: Care should be exercised in handling this device as exposure to ESD may result in degradation of the device. Modules should be stored in their protective ESD bags.

VANTEON CORPORATION
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EVALUATION MODULES AND/OR KITS

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1. **Agreement.** These terms and conditions are accepted by both Vanteon and the Customer for all purchases of EVMs. Unless explicitly agreed to in a separate written agreement, both parties agree that no other terms or conditions will govern the transaction. These terms and conditions, along with the sales quote, invoice or other Vanteon provided document contain the entire agreement between Vanteon and Customer with respect to this transaction and supersedes all pre-existing arrangements with respect thereto.
2. **Engineering and Support Services.** The purchase of an EVM does not include any engineering or support services. Any engineering design services, or other support will require a separately negotiated services contract.
3. **Payment.** Unless credit terms have been established with Vanteon, payment for EVM is due upon order.
4. **Delivery.** Delivery dates are estimates only. Availability of parts and other manufacturing factors can cause a delay in delivery of the EVMs. Vanteon shall use commercially reasonable efforts to deliver EVMs per the date(s) set forth in the quote, but Vanteon shall not be liable for any delay in delivery. Unless otherwise indicated in writing, all shipments shall be F.O.B. Origin, Fairport, NY. Risk of loss of or damage to the EVM shall pass to Customer upon delivery thereof to the carrier.
5. **Limited Warranty.** Should any EVM not meet the specifications indicated in the user’s guide or other documentation accompanying such EVM, the EVM may be returned to Vanteon within thirty (30) days from the date of delivery for a full refund. THE FOREGOING WARRANTY IS EXCLUSIVE AND IN LIEU OF, AND VANTEON EXPRESSLY DISCLAIMS, ALL OTHER WARRANTIES, WHETHER ORAL, WRITTEN, EXPRESS, IMPLIED OR STATUTORY. IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS OR ANY OTHER MATTER SHALL NOT APPLY, AND VANTEON MAKES NO REPRESENTATIONS OR WARRANTIES WITH RESPECT TO NONINFRINGEMENT. CUSTOMER REMEDIES ARE SOLELY AND EXCLUSIVELY AS STATED HEREIN.
6. **Intellectual Property Rights.** No license is granted under any patent right or other intellectual property right of Vanteon covering or relating to any machine, process, or combination in which EVMs might be or are used. Vanteon currently deals with a variety of customers, and therefore Vanteon’s arrangement with the user is not exclusive. Vanteon assumes no liability for applications assistance, customer product design, software performance, or infringement of patents or services with respect to the handling or use of EVMs.
7. **Limitation of Liability.**
 - a. NEITHER PARTY SHALL NOT BE LIABLE TO THE OTHER OR ANY OTHER PERSON OR ENTITY FOR INDIRECT, SPECIAL, INCIDENTAL, PUNITIVE OR CONSEQUENTIAL DAMAGES, OR LOST PROFITS, REVENUES, USE, OPPORTUNITIES OR DATA ARISING FROM THE BOARD(S) SOLD BY VANTEON OR OTHERWISE IN CONNECTION WITH THIS AGREEMENT. THE LIMITATIONS AND PROTECTIONS AGAINST LIABILITY AFFORDED VANTEON HEREIN SHALL APPLY TO ANY ACTION OR CLAIM IN CONNECTION WITH THIS AGREEMENT OR BOARD(S) SOLD BY VANTEON, WHETHER BASED ON CONTRACT, TORT, STATUTE OR OTHERWISE (INCLUDING NEGLIGENCE, WARRANTY, AND STRICT LIABILITY).
 - b. Vanteon’s cumulative limit of liability for claims shall in no event exceed the total purchase price of the boards or portion thereof with respect to which loss or damage is claimed. Should the remedy of repair or replacement of defective board(s) be found inadequate or to have failed of its essential purpose for any reason whatsoever, Customer agrees that return to it of the purchase price of the particular board(s) by Vanteon shall prevent the remedy from failing of its essential purpose and shall be considered by Customer a fair and adequate remedy. The remedies set forth herein are exclusive.
 - c. No action may be maintained, or proceeding commenced by Customer or others against Vanteon with respect to boards furnished hereunder unless a timely written claim has been made and unless such action

or proceeding is commenced within one (1) years of Vanteon's delivery of the board(s) to which such action or proceeding relates.

8. **Indemnification.** Customer agrees to defend, indemnify, and hold Vanteon, its directors, officers, employees, agents, representatives, affiliates, licensors and their representatives harmless from and against any and all claims, damages, losses, expenses, costs and liabilities (collectively, "Claims") arising out of, or in connection with, any handling and/or use of EVMs. Customer's indemnity shall apply whether Claims arise under law of tort or contract or any other legal theory, and even if EVMs fail to perform as described or expected.
9. **Waiver.** A party's waiver of any breach or failure to enforce any provision of this agreement or any other right shall not be construed as a waiver of any other breach of the same or any other provision or right.
10. **Restrictions and Disclaimers.**
 - a. User agrees and acknowledges that EVMs are intended to be handled and used for feasibility evaluation only in laboratory and/or development environments.
 - b. Unless otherwise indicated, EVMs are not finished products and not intended for consumer use. EVMs are intended solely for use by technically qualified electronics experts who are familiar with the dangers and application risks associated with handling electrical mechanical components, systems, and subsystems.
 - c. User agrees that EVMs shall not be used as, or incorporated into, all or any part of a finished product.
 - d. User agrees and acknowledges that certain components of EVMs may not be designed or manufactured by Vanteon.
 - e. User must read the user's guide and all other documentation accompanying EVMs, including without limitation any warning or restriction notices, prior to handling and/or using EVMs. Such notices contain important safety information related to, for example, temperatures and voltages.
 - f. User assumes all responsibility, obligation, and any corresponding liability for proper and safe handling and use of EVMs.
 - g. User assumes sole responsibility to determine whether EVMs may be subject to any applicable federal, state, or local laws and regulatory requirements related to its handling and use of EVMs and, if applicable, compliance in all respects with such laws and regulations.
 - h. User has sole responsibility to ensure the safety of any activities to be conducted by it and its employees, affiliates, contractors or designees, with respect to handling and using EVMs. Further, user is responsible to ensure that any interfaces (electronic and/or mechanical) between EVMs and any human body are designed with suitable isolation and means to safely limit accessible leakage currents to minimize the risk of electrical shock hazard.
 - i. User shall employ reasonable safeguards to ensure that user's use of EVMs will not result in any property damage, injury or death, even if EVMs should fail to perform as described or expected.
 - j. User shall be solely responsible for proper disposal and recycling of EVMs consistent with all applicable federal, state, and local requirements.
 - k. User shall operate EVMs within Vanteon's recommended specifications and environmental considerations per the user's guide, accompanying documentation, and any other applicable requirements. Exceeding the specified ratings (including but not limited to input and output voltage, current, power, and environmental ranges) for EVMs may cause property damage, personal injury or death. Any loads applied outside of the specified output range may result in unintended and/or inaccurate operation and/or possible permanent damage to the EVM and/or interface electronics. Please consult the applicable EVM user's guide prior to connecting any load to the EVM output. During normal operation, some circuit components may have case temperatures greater than 60°C as long as the input and output are maintained at a normal ambient operating temperature. These components include but are not limited to linear regulators, switching transistors, pass transistors, and current sense resistors which can be identified using EVMs' schematics located in the applicable EVM user's guide. When placing measurement probes near EVMs during normal operation, please be aware that EVMs may become very warm. As with all electronic evaluation tools, only qualified personnel knowledgeable in electronic measurement and diagnostics normally found in development environments should use EVMs.

- I. **Safety-Critical or Life-Critical Applications.** If user intends to use EVMs in evaluations of safety critical applications (such as life support), and a failure of a Vanteon product considered for purchase by user for use in user's product would reasonably be expected to cause severe personal injury or death such as devices which are classified as FDA Class III or similar classification, then user must specifically notify Vanteon of such intent and enter into a separate Assurance and Indemnity Agreement.

11. **Radio Frequency Regulatory Compliance Information for Evaluation Modules.**

- a. Vanteon EVMs and/or accompanying hardware that is marketed, sold, or loaned to users may or may not be subject to radio frequency regulations in specific countries. Vanteon EVMs are not certified by the FCC, IC or any other regulatory group.
- b. **General Statement for EVMs Not Including a Radio.** For EVMs not including a radio and not subject to the U.S. Federal Communications Commission (FCC) or Industry Canada (IC) regulations, Vanteon intends EVMs to be used only for engineering development, demonstration, or evaluation purposes. EVMs are not finished products typically fit for general consumer use. EVMs may nonetheless generate, use, or radiate radio frequency energy, but have not been tested for compliance with the limits of computing devices pursuant to part 15 of FCC or the ICES-003 rules. Operation of such EVMs may cause interference with radio communications, in which case the user at his own expense will be required to take whatever measures may be required to correct this interference.
- c. **General Statement for EVMs including a radio.** User Power/Frequency Use Obligations: For EVMs including a radio, the radio included in such EVMs is intended for development and/or professional use only in legally allocated frequency and power limits. Any use of radio frequencies and/or power availability in such EVMs and their development application(s) must comply with local laws governing radio spectrum allocation and power limits for such EVMs. It is the user's sole responsibility to only operate this radio in legally acceptable frequency space and within legally mandated power limitations. Any exceptions to this are strictly prohibited and unauthorized by Vanteon unless user has obtained appropriate experimental and/or development licenses from local regulatory authorities, which is the sole responsibility of the user, including its acceptable authorization.

12. **Governing Law; Etc.** This agreement shall be governed by and construed in accordance with the laws of the State of New York, U.S.A. without regard to any conflict of law doctrine. Each party to this agreement submits to the exclusive jurisdiction of the state and federal courts sitting in the State of New York and waives any jurisdictional, venue, or inconvenient forum objections to such courts. In the event that any of the provisions of this agreement are held by a court or other tribunal of competent jurisdiction to be unenforceable, such provision shall be limited or eliminated to the minimum extent necessary, and this agreement shall otherwise remain in full force and effect and enforceable.