

SUMMARY – These terms and conditions govern your purchase of SocketCare for the Covered Products and for the Contract Term as defined herein. SocketCare is a service program that provides for the repair or replacement of Covered Products for a defined Contract Term subject to the terms and conditions stated herein. The Contract Term is calculated from the date of your product purchase.

1 CONTRACT INFORMATION

A binding contract will be formed when Socket Mobile, Inc. accepts an order and when the Covered Product serial number and purchase date information has been delivered to the SocketCare team. Following receipt of a SocketCare order and serial numbers, Socket Mobile Inc. will issue a numbered certificate as confirmation of SocketCare coverage for each Covered Product. Certificates will be sent electronically to the email address specified in the order.

Each Socket Mobile, Inc. product has a unique serial number. In order for the contract to be binding, each Covered Product serial number and date of purchase must be registered. The coverage applies only to the specific Products you have registered and are covered under a SocketCare Program. SocketCare coverage is not valid without a Serial Number and Purchase date for all products covered.

Only these SocketCare Terms and Conditions apply to a SocketCare Program unless Socket Mobile, Inc. has agreed to specific terms affecting your order by executing additional transaction documents, notwithstanding any terms and conditions you may provide. Only written amendments duly signed by both parties will be binding.

2 DEFINITIONS

“Accidental Damage” is damage to a device that is not attributable to manufacturing or workmanship defects and that might occur during normal usage of the device. Intentional damage or vandalism is not considered accidental. Accidental damage coverage is limited by exclusions noted in section 5, Coverage Exclusions.

“Authorized or Approved SocketCare Distributors” are distributors that have been approved by Socket Mobile, Inc. to sell SocketCare Service. SocketCare Distributors sell to Authorized SocketCare Resellers.

“Authorized or Approved SocketCare Resellers” are resellers that have been approved by Socket Mobile, Inc. to sell SocketCare service. The Authorized SocketCare Reseller is the first point of contact in the event a covered product requires service or repair.

“**Certificates**” are issued electronically by Socket Mobile, Inc. to confirm each order.

“**Consumables**” means consumable or operating supplies such as, but not limited to, batteries, cables not fixed to the device, separate cases and straps, and recharging cradles. Non-user-serviceable Lithium Ion batteries in the CHS (Cordless Hand Scanner) family are not considered consumables and will be covered by standard Limited Warranty coverage.

“**Contract Term**” means the effective period of SocketCare coverage which is measured from the date of Product purchase for each Product. Term lengths are defined by the part number purchased.

“**Covered Product(s)**” means Socket Mobile, Inc. device(s) including hardware and related firmware and software that Socket Mobile, Inc. has designated as supported under a SocketCare program and that you have registered under the SocketCare program.

“**Covered Product Type**” means product coverage that may be purchased under the same SocketCare contract. As an example, computer products, cordless hand scanner products and cordless ring scanner products are three different product types that may include more than one model.

“**Expedited Service**” means accelerating the response and repair time period or the shipping method specified for the SocketCare Program you have selected. This can also include advanced replacement. Expedited Service may be requested at the time repair is initiated. Usually there is an expedite service fee.

“**Standard Limited Warranty**” is the limited product warranty that covers each Socket Mobile, Inc. product at the time of purchase and covers Repair or Replacement of products due to manufacturing or workmanship defects. Purchase must be from an authorized Socket Mobile, Inc. Reseller for this to apply. Present coverage is for a maximum of one year for all products. Consumables and Accessories are typically warranted against manufacturing or workmanship defects for a maximum of 90 days. The limited warranty excludes damage to products caused by abuse, accident, misuse or misapplication, or repairs or modifications by third parties. The Limited Warranty is incorporated into SocketCare Service including the provisions regarding limitations of liability.

“**Proof of Purchase**” means a form of receipt from an authorized Socket Mobile Inc. Reseller. It must include an order number, purchase date, bill to information, and method of payment with the part number and serial number of the device that was purchased.

“Repair” or **“Replacement”** means: 1) to repair or replace any defective Covered Product or any part that, in Socket Mobile, Inc.’s reasonable determination, is attributable to manufacturing or workmanship defects or due to other reasons covered under your SocketCare contract. In all cases, repair or replacement is limited by exclusions noted in section 5, Coverage Exclusions; and 2) to perform adjustments, software or firmware upgrades and improvements needed, in Socket Mobile, Inc.’s reasonable determination, to restore the Covered Product to good working order.

“Service Center” is the authorized Socket Mobile, Inc. repair facility designated by Socket Mobile, Inc. to repair your Covered Product. Socket Mobile, Inc. will designate the repair location when you report a problem with your Covered Product.

3 COMPLETING YOUR PRODUCT REGISTRATION

When a SocketCare order is placed, Socket Mobile, Inc. requires the Socket Mobile, Inc. Distributor or Reseller to supply the serial numbers of all products covered by the SocketCare order. After the order is accepted Socket Mobile, Inc. will electronically issue a SocketCare Certificate number along with the serial numbers of the products covered. A Certificate will be issued following shipment of the Covered Products. The Certificate designates the Service Level that was selected. Product registration must be completed within 30 days of purchase or the SocketCare warranty will be voided.

4 REPAIR PROCEDURES (END USER)

In the event that a Covered Product is not working, you should:

1. Register your Product(s) on the support site at <http://support.socketmobile.com> and open a support ticket for your registered product. Enter a description of the issue and Socket Technical Support will provide troubleshooting assistance and/or issue a Return Material Authorization (RMA). Registered Products are listed by Covered Product Type and serial number and will show the program coverage purchased and expiration date for each Covered Product.

2. The returned product must be accompanied by a RMA number issued by Socket Mobile, Inc. or by an authorized Socket Mobile, Inc. Service Center. When shipping product to Socket Mobile, Inc. you must:

- Pay Freight to Socket Mobile, Inc.
- Ship in original packaging or equivalent.
- Shipper or Customer must take care to prevent damage in shipping.

- All Accessories in packaging must be removed.

3. The Covered Product will be Repaired and returned to you in accordance with the response times for your Service Level or with the agreed upon Expedited Service times if requested and available. If the Covered Product is not repairable within the allowable time frames, it will be replaced with an equivalent unit in Socket Mobile, Inc.'s sole discretion, and the Covered Product submitted for Repair will become the property of Socket Mobile, Inc. In the event of Covered Product replacement, SocketCare coverage will be transferred to the replacement Covered Product for the remaining Contract Term. The Repaired Product will be returned to you in good working order.

5 COVERAGE EXCLUSIONS

5.1 *Standard Limited Warranty:*

We do not cover damage caused by improper use or the following conditions:

- Abuse (intentional damage or vandalism)
- Damage from liquids and liquid submersion
- Use beyond Socket Mobile, Inc.'s published tolerances and instructions
- Devices contaminated by radioactive or bio hazardous material
- Negligence (example: inadequate transit packing, use of wrong battery)
- Repair by an unauthorized third party
- Damages covered by other insurance, such as in a fire or flood
- Serial number labels of covered devices that have been altered, defaced or removed
- Returns of a specific device for the identical accidental breakage condition more than one time
- Serial number labels of covered devices that have been altered, defaced or removed

We do not repair or replace consumable parts including batteries, styluses, straps, adapters and memory cards.

We do not do cosmetic refurbishment such as painting or refinishing surfaces.

We do not fix, replace, or reload application software.

We do not replace lost products.

We do not warrant interoperability of our products with other products under either our warranty or SocketCare programs

The determination of whether coverage exclusions apply to a Covered Product shall be made by Socket Mobile, Inc. in its sole discretion.

Services not covered by a SocketCare Program may be ordered on a time and materials basis. Talk with your SocketCare representative.

6 CONSUMABLES AND ACCESSORIES

Consumables and Accessories that come with the SocketCare Products are only covered under Limited Warranty for 90 days.

7 TRANSFERABILITY OF COVERAGE

SocketCare coverage is specific to the originally registered Covered Product and may not be transferred to other products. In the event that Socket Mobile, Inc. replaces a Covered Product, SocketCare coverage will transfer to the replacement unit for the balance of the SocketCare Contract Term.

SocketCare coverage ownership is not transferrable.

8 WITHDRAWAL/TERMINATION

Socket Mobile, Inc. may withdraw devices from this Agreement in the event Socket Mobile, Inc. is unable to support the devices after a required component is no longer available for purchase on a commercially reasonable basis and there is no mutually agreed upon substitute.

Socket Mobile, Inc. may withdraw devices or terminate this Agreement at any time by written notice if the other party fails to comply with any term or condition of this Agreement.

9 RISK OF LOSS OR DAMAGE

Customer is responsible for loss of or damage to devices while Devices are in Customer's possession and in transit to Socket Mobile, Inc. Socket Mobile, Inc. is responsible for loss

of or damage to devices while in Socket Mobile, Inc.'s possession and in transit to Customer.

10 SOCKETCARE CONTACT INFORMATION

Should you have questions about these Terms and Conditions or other aspects of the SocketCare Program, you may contact the SocketCare Representative at:

+1-510-933-3198 (between the hours of 8 a.m. and 5 p.m. Pacific Time)

11 DISPUTE RESOLUTION

Any questions or disputes regarding SocketCare services should be addressed to the attention of the Director of Technical Support Services at the Company's headquarters. Legal disputes shall be heard and resolved within the State of California. In all events, English will be the governing language. The United Nations Convention on Contracts for the International Sales of Goods is specifically excluded from this contract.

APPENDIX A – STANDARD LIMITED WARRANTY

**LIMITED
WARRANTY**

Socket Mobile Incorporated (Socket) warrants this product against defects in material and workmanship, under normal use and service, for one (1) year from the date of purchase. Product must be purchased new from a Socket Authorized Distributor or Reseller. Used products and products purchased through non-authorized channels are not eligible for this warranty support.

EXCEPTIONS:

Socket Bluetooth Cordless Ring Scanner Series 9: Socket warrants this product against defects in material and workmanship, under normal use and service for one (1) year from the date of purchase or 5 million actuations (trigger presses), whichever occurs first.

Consumables such as batteries, removable cables, cases, straps, styli, chargers, and cradles: 90 day coverage only

An enhanced warranty (SocketCare) is available separately for some Socket products. For more information, please visit: <http://support.socketmobile.com>

Incompatibility is not a defect covered by the Socket warranty. During the warranty period, Socket will, at its option, repair or replace the defective product at no charge when furnished with proof of retail purchase, provided that you deliver the product to Socket or to an authorized Socket Service Center.

The returned product must be accompanied by a return material authorization (RMA) number issued by Socket or by an authorized Socket Service Center. If you ship the product, you must use the original container or equivalent and you must pay the shipping charges to Socket. Socket will pay surface shipping charges back to any location in the contiguous United States. This warranty applies only to the original retail purchaser and is not transferable.

Socket may, at its option, replace or repair the product with new or reconditioned parts and the returned product becomes Socket property. Socket warrants the repaired or replaced products to be free from defects in material or workmanship for ninety (90) days after the return shipping date, or for the remainder of the original warranty period, whichever is greater.

This warranty does not cover the repair or replacement of products damaged by abuse, accident, lost products, and use beyond Socket's published specifications, liquid immersion, misuse or misapplication, nor as a result of service or modification other than by Socket unless specifically described by Socket in product documentation. This warranty does not provide coverage for any product updates, for example, updates due to design changes, except as deemed necessary by Socket, and does not cover any calibration or adjustments necessary for product functionality. This warranty does not cover refurbishing cosmetic damages such as scratched paint, cases or LCD screens. This warranty is void if you install batteries into the product that were not supplied or approved by Socket.

SOCKET IS NOT RESPONSIBLE FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES RESULTING FROM BREACH OF ANY EXPRESS OR IMPLIED WARRANTY, INCLUDING DAMAGE TO PROPERTY AND, TO THE EXTENT PERMITTED BY LAW, DAMAGES FOR PERSONAL INJURY. THIS WARRANTY IS IN LIEU OF ALL OTHER WARRANTIES INCLUDING IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

Some states do not allow limitation of implied warranties, or the exclusion or limitation of incidental or consequential damages, so the above limitations or exclusions may not apply to you. This warranty gives you specific legal rights, and you may also have other rights that vary from state to state. This product may contain fully tested, recycled parts, warranted as if new. For more warranty information: <http://support.socketmobile.com>

PRODUCT DISPOSAL: Your device should not be placed in municipal waste. Please check local regulations for disposal of electronic products.



LIMITED SOFTWARE WARRANTY

LIMITED WARRANTY: Socket Mobile Incorporated (Socket) warrants that software is free from defects for 90 days from the date of delivery of the SOFTWARE.

CUSTOMER REMEDIES. The entire liability of Socket and your exclusive remedy shall be, at the option of Socket, either (a) return of the price paid or (b) replacement of the SOFTWARE which does not meet the Socket Limited Warranty and which is returned to Socket with a copy of your receipt. Any replacement SOFTWARE will be warranted for the remainder of the original warranty period or 30 days, whichever is longer. THESE REMEDIES ARE NOT AVAILABLE OUTSIDE OF THE UNITED STATES OF AMERICA.

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Your Socket Mobile product may be covered by one or more of the following U.S. and foreign patents: U.S. Patent No. 4,543,450, 4,603,320, 4,686,506, 4,972,470, 5,902,991, 6,353,870 B1, 6,599,147 B1, 6,863,557 B2, 6,691,196 B2, 6,920,517 B2, 6,976,111 B1, 7,003,627, 7,107,378 B1, 7,162,581 B2, 7,107,378 B1, 7,343,439 B2, 7,429,000 B1, 7,440,774 B2, 7,454,541 B2, 7,686,227 B2, US D510,087 S, US D519,993 S, US D526,320 S, US D531,632 S, US D539,286 S, US D549,708 S, US D554,641 S, US D570,350, US D584,731 S. European Community Registered Design 000522289-0001, 000522289-0002.

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