

DATA ACQUISITION PROCESSOR

LIMITED WARRANTY

Microstar Laboratories, Inc., warrants that the hardware components of the Data Acquisition Processor will be in good working order for a period of one year from the date of shipment from Microstar Laboratories. If the Data Acquisition Processor is not in good working order, Purchaser shall notify Microstar Laboratories or its authorized representative promptly.

If the Data Acquisition Processor fails within the warranty period, Microstar Laboratories will provide parts and labor at no additional cost, to repair or to replace, at its sole option, the hardware components of the Data Acquisition Processor. The repair or replacement parts will be furnished on an exchange basis, and will be either reconditioned or new. If the Data Acquisition Processor is not in good working order, Purchaser's sole remedy shall be repair or replacement as set forth above.

This limited warranty does not include service to repair damage resulting from accident, disaster, misuse, or modification by parties other than Microstar Laboratories or its authorized representatives. The postage, insurance, and shipping costs incurred in presenting or shipping the Data Acquisition Processor for service are the responsibility of the Purchaser. Input and output buffers are excluded from this limited warranty.

THE PURCHASER IS RESPONSIBLE FOR DETERMINING WHETHER THE DATA ACQUISITION PROCESSOR MEETS THE PURCHASER'S NEEDS. THE PURCHASER IS RESPONSIBLE FOR THE USE OF THE DATA ACQUISITION PROCESSOR AND FOR THE RESULTS OF ITS USE. MICROSTAR LABORATORIES SELLS THE DATA ACQUISITION PROCESSOR "AS IS," AND WITH THE EXCEPTION OF THE EXPRESS ONE YEAR LIMITED HARDWARE WARRANTY, WITHOUT WARRANTY OF ANY KIND, INCLUDING ANY EXPRESS OR IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. IN NO EVENT SHALL MICROSTAR LABORATORIES, INC., BE LIABLE FOR ANY LOSS, INCONVENIENCE, OR DAMAGES, WHETHER DIRECT, INCIDENTAL OR CONSEQUENTIAL, ARISING OUT OF THE USE OF, OR INABILITY TO USE, THE DATA ACQUISITION PROCESSOR. SOME STATES DO NOT ALLOW THE EXCLUSION OR LIMITATION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE LIMITATIONS AND EXCLUSIONS MAY NOT APPLY TO YOU.

THE PURCHASER ASSUMES THE RISK AS TO THE QUALITY AND PERFORMANCE OF THE DATA ACQUISITION PROCESSOR. SHOULD THE DATA ACQUISITION PROCESSOR PROVE TO BE DEFECTIVE, THE PURCHASER, AND NOT MICROSTAR LABORATORIES, SHALL ASSUME THE ENTIRE COST OF ALL NECESSARY REPAIRS, SERVICING, OR CORRECTIONS, EXCEPT AS STATED ABOVE. MICROSTAR LABORATORIES DOES NOT WARRANT THAT THE DATA ACQUISITION PROCESSOR WILL OPERATE WITHOUT DEFECTS.

THE PURCHASER IS RESPONSIBLE FOR DETERMINING WHETHER A BACKUP SYSTEM IS NECESSARY. IF A BACKUP SYSTEM IS NECESSARY THE PURCHASER IS RESPONSIBLE FOR PROVIDING THE BACKUP SYSTEM. PRODUCTS FROM MICROSTAR LABORATORIES ARE NOT AUTHORIZED FOR USE AS CRITICAL COMPONENTS IN LIFE SUPPORT DEVICES OR SYSTEMS WITHOUT THE WRITTEN PERMISSION OF THE PRESIDENT OF MICROSTAR LABORATORIES, INC.

SOFTWARE LICENSE

MICROSTAR LABORATORIES LICENSES THE DATA ACQUISITION PROCESSOR SOFTWARE, WHICH IS CONTAINED IN READ ONLY MEMORY (ROM) AND ON DISK, TO THE PURCHASER. THE PURCHASER MAY NOT COPY THE SOFTWARE WHICH IS IN ROM. THE PURCHASER MAY COPY THE SOFTWARE WHICH IS ON DISK FOR THE PURCHASER'S OWN USE IN CONJUNCTION WITH THE DATA ACQUISITION PROCESSOR.