

Hardware Addendum

The parties agree to the terms of this Hardware Addendum ("Addendum") which are supplemental to the Carbyne Terms and Conditions ("Agreement") and govern any sale and use of third-party equipment and related services which you purchase through us. Capitalized terms in this Addendum will have the same meaning as set forth in the Agreement unless otherwise expressly stated in this Addendum. In the event of a conflict between the Agreement and this Addendum, this Addendum will take precedence and apply to the extent of such conflict as it applies to your purchase of equipment and any related services.

1. Any orders for third-party equipment will be as mutually agreed upon in an Order, and payment terms are in accordance with the Agreement. In the event you purchase third party equipment through us, you acknowledge that we will purchase such equipment for you through our preferred vendor ("Vendor"), which will ship the equipment to you directly. Title and risk of loss to such equipment will pass to you upon delivery of such equipment to the site(s) you specify. In the event of any loss or damage to the equipment during transit, your sole remedy is redelivery of replacement equipment.
2. You acknowledge the use of the equipment is governed by terms and conditions provided by the manufacturer. Accordingly, you agree to such terms and conditions between you and the respective manufacturer, as applicable.
3. All third-party equipment is sold only with warranties provided by the Vendor or manufacturer. WE PROVIDE ANY THIRD-PARTY EQUIPMENT AND ANY RELATED DOCUMENTATION AND SERVICES "AS-IS" AND WE MAKE NO WARRANTY OF ANY KIND WITH RESPECT TO THE EQUIPMENT AND RELATED DOCUMENTATION AND SERVICES. WE EXPRESSLY DISCLAIM ANY AND ALL WARRANTIES, WHETHER STATUTORY, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION THE IMPLIED WARRANTIES OF NON-INFRINGEMENT, MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.
4. Support and maintenance services for equipment may be offered to you by Vendor, as indicated on the Order. For the duration such support services are offered by Vendor under the Order, you may contact us for initial support inquiries, but we will redirect such inquiries to Vendor at our sole discretion and you and Vendor will work together to resolve any support and maintenance issues. You acknowledge we have no further support and maintenance obligations with respect to the equipment. You may also purchase additional support from the manufacturer, if available. You grant us and Vendor the right to monitor equipment such as switches and routers which facilitate and route calls you receive to enable us and Vendor to provide support services.
5. Notwithstanding anything to the contrary in the Agreement, we disclaim, and you release us from, any and all liability in connection with, relating to, or arising from your purchase and use of any third-party equipment (including any related documentation and services), whether such third-party equipment is purchased through us or otherwise. WITH RESPECT TO USE OF THE EQUIPMENT (INCLUDING RELATED DOCUMENTATION AND SERVICES), IN NO EVENT WILL WE BE LIABLE FOR DAMAGES OF ANY KIND, INCLUDING LOST PROFITS, LOSS OF USE, LOSS OF DATA (INCLUDING CLIENT DATA), COST OF PROCUREMENT OF SUBSTITUTE GOODS OR SERVICES, OR FOR DIRECT, SPECIAL, PUNITIVE, INCIDENTAL, INDIRECT, OR CONSEQUENTIAL DAMAGES, HOWEVER CAUSED, WHETHER FOR BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE AND STRICT LIABILITY), STATUTORY OR OTHERWISE, WHETHER OR NOT YOU HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.