

## HARDWARE ADDENDUM

This HARDWARE ADDENDUM sets forth the terms and conditions which will govern Your purchase of Hardware from Poppulo pursuant to the Software Subscription Agreement (“Agreement”) entered into between You and Poppulo and incorporated herein by reference. You acknowledge that Poppulo is not a manufacturer of Hardware and offers no warranties for the Hardware purchased, including any firmware, operating system software, or supporting software and applications embedded in the Hardware. Any warranties applicable to the Hardware are limited to those provided by the manufacturer and passed through to You. Once Hardware is purchased by You through Poppulo, the obligation to pay for the Hardware arises, and no return rights exist other than those specifically identified in the Ordering Documents. Poppulo requires prepayment for 100% of the fees for any Hardware order being placed. Any additional or different terms in any form delivered by You shall not be honored and shall be null and void unless specifically negotiated and signed by an authorized agent of Poppulo. Poppulo does offer various services to support, repair and replace certain types of Hardware purchased through Poppulo. These service offerings vary depending upon the type of hardware purchased. The terms and conditions governing these service offerings are set forth in the applicable Ordering Documents.

**1. Title; Risk of Loss.** Title to Hardware and risk of loss or damage during shipment pass from Poppulo to you upon shipment from Poppulo’s facility or drop shipment from Poppulo’s supplier (F.O.B. Origin, freight prepaid and added for domestic U.S. shipments). For international shipments, shipping terms will be identified on the applicable Ordering Document. Poppulo retains a security interest in the Hardware until payment in full is received.

**2. Shipping Costs.** You are responsible for the shipping charges incurred for the delivery of the Hardware. Estimated shipping charges for domestic (U.S.) shipments of Hardware purchased by You will be identified on the applicable Ordering Documents. These are estimates only. After the Hardware has shipped, Poppulo will invoice You for all shipping charges and taxes actually incurred, which will be due in accordance with the payment terms set forth on the Ordering Documents and this Agreement.

**3. Export Hardware Sales.** If this transaction involves an export of items (including, but not limited to commodities, software or technology), subject to the Export Administration Regulations, such items were exported from the United States by Poppulo in accordance with the Export Administration regulations. You agree that You will not divert, use, export or re-export such items contrary to law. You expressly acknowledge and agree that You will not export, re-export, or provide such items to any entity or person within any country that is subject to United States economic sanctions imposing comprehensive embargoes without obtaining prior authorization from the United States Government.

**4. Subcontractor.** You understand that the manufacturer or distributor of the Hardware may offer software and services to support and facilitate the Hardware which includes but may not be limited to firmware, operating system software, supporting software and applications, and Software as a Service (SAAS) solutions. You agree that the Hardware manufacturer or distributor is not a Subcontractor of Poppulo and therefore is not a third party engaged by Poppulo to provide products and/or services used in delivering Poppulo Harmony.

**5. Warranties.** You understand that Poppulo is not the manufacturer of the Hardware You may elect to purchase through Poppulo. Therefore, the Hardware warranties offered are only those of the relevant manufacturer. In purchasing the Hardware, You agree that You are relying on the manufacturer’s specifications only. POPPULO AND ITS AFFILIATES HEREBY EXPRESSLY DISCLAIM ALL WARRANTIES EITHER EXPRESS OR IMPLIED, RELATED TO THE HARDWARE PURCHASED BY YOU INCLUDING, BUT NOT LIMITED TO, ANY WARRANTY OF NONINFRINGEMENT. THE DISCLAIMER CONTAINED IN THIS PARAGRAPH DOES NOT AFFECT THE TERMS OF ANY MANUFACTURER’S WARRANTY.

**6. Conditions Beyond Poppulo’s Control.** Poppulo shall not be responsible for and no liability shall result to Poppulo or any of its Affiliates for any delays in delivery which result from any circumstances beyond Poppulo’s reasonable control, including, but not limited to, product unavailability, carrier delays, delays due to fire, severe weather conditions, failure of power, labor problems, acts of war, terrorism, embargo, acts of God, or acts or laws of any government or agency. Any shipping dates provided by Poppulo and any purported deadlines contained in any other document are estimates only.

**7. Facilitation of Return for Breach of Manufacturer’s Warranty on Hardware Purchased.** Poppulo will work with you to facilitate a return for breach of a manufacturer’s warranty. For a claimed breach of manufacturer’s warranty, please contact Poppulo Support at 877-204-6679, or via email at [hardwaresupport@poppulo.com](mailto:hardwaresupport@poppulo.com) to initiate a return request. Upon receipt of a return request, Poppulo shall address and make a good faith effort to facilitate the issuance of a Return Merchandise Authorization (RMA) by the manufacturer. If the RMA is issued, You must return the subject Hardware to the manufacturer within thirty (30) days of the RMA issuance date. Nothing within this provision shall prevent You from working directly with the manufacturer on claimed breach of warranty issues. Further, Poppulo makes no representation and takes no position as to when or if a breach of warranty has occurred or whether an RMA should be issued. To the contrary, Poppulo offers to facilitate the communication between You and the manufacturer as a service to You, but does not take on any additional obligation as to an ultimate determination of whether a breach of warranty has occurred or whether an RMA should be issued, as those determinations remain within the exclusive province of the manufacturer. Other than facilitating a return of the hardware for breach of warranty, no return rights exist for Hardware purchased unless specifically set forth in the Ordering Documents.

**8. Issuance of RMA.** Hardware for which an RMA has been issued shall be returned in the condition in which it was delivered and 100% complete. This includes manufacturer box, UPC label, packing materials, all manuals, blank warranty cards, and accessories. Display boxes can be purchased by You for return of displays that do not have the original packaging. You cannot return displays without Manufacturer packaging for freight damage purposes. RMA must be requested and Hardware must be returned within 30 days of delivery and Poppulo retains discretion in approving an RMA request. Custom hardware is non-refundable.