



Warranties

(a) Limited Equipment Warranty: We provide a limited warranty on the Equipment as to manufacturing defects for a period of ONE (1) year from the date of purchase or rental (the "Limited Warranty"). This Limited Warranty applies only to Equipment purchased or rented through our website or through Resellers. This Limited Warranty does not apply to any defect or failure other than a manufacturing defect, and, without limiting the generality of the foregoing, does not apply to any defect caused by damage in transit, damage by a Reseller, damage from dropping, abuse, water damage, electrical or lightning, or from other types of customer handling. Your sole remedy for any breach of this limited warranty is to obtain a repaired or replacement item of Equipment. You must include with the returned Equipment a letter stating that you are returning the equipment for warranty repair or replacement and state the nature of the defect. If you received your Equipment from a Reseller, you may be instructed to return the Equipment to the Reseller. The capability to use the Equipment to make calls, as described and qualified herein, will continue with any Equipment obtained from us to replace the original Equipment under this warranty. This Limited Warranty does NOT cover cost of shipment. You must be registered with Ooma as the primary account holder of record to exercise rights under this paragraph.

(b) Option to extend Limited Equipment Warranty: During the first year of coverage for purchased Equipment, the customer has the option to extend the Limited Warranty for additional periods for a one-time charge, as more fully described on our website and incorporated by reference herein. Separate terms and conditions apply to that extended limited warranty.

(c) Requests for Replacement Equipment: To request replacement Equipment under the terms of this paragraph, the customer is required to call and speak with a member of Ooma Customer Support at 1-888-711-6662. The customer must provide a valid credit card (American Express, Discover, MasterCard, or Visa). Ooma will ship replacement Equipment along with a shipping label to return the damaged or broken Equipment. The customer is required to return the damaged or broken Equipment within fourteen (14) days of receipt of the replacement Equipment or the credit card on file will be charged. Should Ooma determine that the damaged or broken Equipment is not covered under the terms of this paragraph, the customer will have fourteen (14) days to return the

replacement Equipment or the credit card on file will be charged for the full retail price of the replacement Equipment plus any associated taxes, shipping and handling fees. If you received your Equipment from a Reseller, you may be instructed to follow the Reseller's procedures for replacement Equipment.

(d) No Other Warranties: OTHER THAN THE LIMITED EQUIPMENT WARRANTY EXPRESSLY SET FORTH ABOVE, WE MAKE NO WARRANTIES, EXPRESS OR IMPLIED, ON THE EQUIPMENT, USE OF THE EQUIPMENT, OR ON ANY SERVICE. THIS DISCLAIMER OF WARRANTIES INCLUDES, BUT IS NOT LIMITED TO, ANY IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, NON-INFRINGEMENT, ANY WARRANTY ARISING BY USAGE OF TRADE, COURSE OF DEALING OR COURSE OF PERFORMANCE, OR ANY WARRANTY THAT THE SERVICES WILL MEET YOUR REQUIREMENTS. WITHOUT LIMITING THE FOREGOING, WE DO NOT WARRANT THAT THE EQUIPMENT OR ANY SERVICES WILL BE FREE FROM FAILURE, DELAY, INTERRUPTION, ERROR, BREACH OF DATA OR NETWORK SECURITY, DEGRADATION OF VOICE QUALITY OR LOSS OF CONTENT, DATA, OR INFORMATION, OR THAT THE FIRMWARE OR SOFTWARE IS ERROR FREE. ANY STATEMENTS AND DESCRIPTIONS CONCERNING THE EQUIPMENT OR SERVICES BY OOMA OR ITS AGENTS OR REPRESENTATIVES ARE INFORMATIONAL AND ARE NOT GIVEN AS A WARRANTY OF ANY KIND. SOME STATES/COUNTRIES DO NOT ALLOW THE EXCLUSION OF IMPLIED WARRANTIES, SO THE ABOVE EXCLUSIONS MAY NOT APPLY TO YOU. THIS AGREEMENT GIVES YOU SPECIFIC LEGAL RIGHTS, AND YOU MAY ALSO HAVE OTHER RIGHTS WHICH VARY FROM STATE TO STATE. THE DISCLAIMERS AND EXCLUSIONS UNDER THIS AGREEMENT WILL NOT APPLY TO THE EXTENT PROHIBITED BY APPLICABLE LAW. THERE ARE NO OTHER WARRANTIES WHICH EXTEND BEYOND THE FACE HEREOF.

(e) No Warranties Against Occurrences: YOU UNDERSTAND AND AGREE THAT SOME OF THE EQUIPMENT AND SERVICES ARE NOTIFICATION, SIGNALING AND DETECTION EQUIPMENT AND SERVICES. THE EQUIPMENT AND SERVICES DO NOT ELIMINATE OCCURRENCES OF EVENTS, SUCH AS FIRES, FLOODS, BURGLARIES, ROBBERIES, AND MEDICAL ISSUES. FURTHER, YOU UNDERSTAND AND AGREE THAT THE EQUIPMENT AND SERVICES MAY NOT AVERT OR MINIMIZE SUCH OCCURRENCES OF EVENTS, OR THEIR CONSEQUENCES, AND, THEREFORE, OOMA MAKES NO EXPRESS OR IMPLIED WARRANTY OR REPRESENTATION (INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR PARTICULAR PURPOSE) THAT THE

EQUIPMENT AND SERVICES WILL SO AVERT OR MINIMIZE SUCH OCCURRENCES OF EVENTS, OR THEIR CONSEQUENCES.

Limitations of Liability and Indemnification

(a) Direct Damages: YOU UNDERSTAND AND AGREE THAT OOMA IS NOT RESPONSIBLE, AND DISCLAIMS ALL LIABILITY FOR, RELATED TO, OR ARISING OUT OF, YOUR (I) FAILURE TO REGISTER THE EQUIPMENT, (II) FAILURE TO ENTER IN THE CORRECT INFORMATION WHILE PROGRAMMING THE EQUIPMENT ONLINE, (III) FAILURE TO TEST THE FUNCTION AND RANGE OF THE EQUIPMENT AND THE SERVICES, (IV) FAILURE TO CHARGE THE EQUIPMENT, IF APPLICABLE, (V) FAILURE TO INSTALL, CONFIGURE, MAINTAIN OR OPERATE THE EQUIPMENT IN COMPLIANCE WITH APPLICABLE REGULATORY OR LEGAL REQUIREMENTS (INCLUDING BUT NOT LIMITED TO THOSE APPLICABLE TO FIRE PANELS), OR (VI) UNINTENDED USE OF THE EQUIPMENT OR SERVICES AS WE DETERMINE IN OUR SOLE DISCRETION. OOMA'S LIABILITY TO YOU ARISING OUT OF OR RELATED TO THIS AGREEMENT, THE EQUIPMENT AND THE SERVICE, INCLUDING ACTS OR OMISSIONS RELATED TO THE SERVICES OR 911 DIALING, SHALL BE LIMITED IN AMOUNT TO THE TOTAL OF OOMA'S CHARGES COLLECTED FROM YOU DURING THE ONE (1) MONTH PERIOD PRECEDING THE EVENT GIVING RISE TO SUCH LIABILITY AND SHALL BE FURTHER LIMITED TO RECOVERY OF ACTUAL DAMAGES TO REAL OR TANGIBLE PERSONAL PROPERTY OR BODILY INJURY OR DEATH, PROXIMATELY CAUSED BY OOMA'S INTENTIONAL MISCONDUCT OR RECKLESSNESS. OOMA SHALL HAVE NO LIABILITY WHATSOEVER FOR ANY DAMAGES RESULTING FROM FORCE MAJEURE EVENTS SUCH AS (BUT NOT LIMITED TO), ACTS OF NATURE, STRIKES, WAR, INVASION, INSURRECTION, HOSTILITIES (WHETHER OR NOT WAR IS DECLARED), RIOTS OR OTHER CIVIL UNREST, ACTS OR THREATS OF TERRORISM, NATURAL DISASTER, PANDEMIC, EPIDEMIC, QUARANTINE RESTRICTION OR STATE(S) OF EMERGENCY, ANY ACTION(S), ORDER, LAW, REGULATION OR RESTRICTION OF ANY GOVERNMENTAL OR REGULATORY BODY (INCLUDING, BUT NOT LIMITED TO, THE DENIAL OR CANCELLATION OF ANY NECESSARY LICENSE OR PERMIT, ACTIONS, EMBARGOES OR BLOCKADES), LOSS OF POWER TO YOU; INSTALLATION WORK PERFORMED BY YOU OR BY THIRD PARTIES, OR ANY ACT OR OMISSION BY YOU OR ANY PERSON USING THE EQUIPMENT OR SERVICES PROVIDED TO YOU; EQUIPMENT, NETWORK OR FACILITY FAILURE, SHORTAGE, UPGRADE, RELOCATION OR MODIFICATION; ANY ACT OR OMISSION OF ANY UNDERLYING CARRIER, SERVICE PROVIDER, VENDOR, OR OTHER THIRD PARTY, INCLUDING BLOCKING OF PORTS BY A HIGH-SPEED INTERNET

SERVICE PROVIDER OR OTHER IMPEDIMENT TO USAGE OF THE EQUIPMENT OR SERVICES CAUSED BY ANY THIRD PARTY; OR ANY OTHER CAUSE THAT IS BEYOND OUR REASONABLE CONTROL.

(b) Indirect, Consequential Damages: OOMA, ITS OFFICERS, DIRECTORS, EMPLOYEES, AFFILIATES, AGENTS, ASSIGNS, OR ANY OTHER SERVICE PROVIDER WHO FURNISHES SERVICES TO YOU OR US IN CONNECTION WITH THE SERVICE, SHALL NOT BE LIABLE UNDER ANY CIRCUMSTANCES FOR ANY INCIDENTAL, INDIRECT, SPECIAL, PUNITIVE, EXEMPLARY, OR CONSEQUENTIAL DAMAGES, INCLUDING ANY DAMAGES ARISING FROM OR IN CONNECTION WITH PERSONAL INJURY, WRONGFUL DEATH, PROPERTY DAMAGE, LOSS OF DATA, BREACH OF NETWORK OR DATA SECURITY, LOSS OF REVENUE OR PROFITS, UNAUTHORIZED ACCESS TO, OR ALTERATION, THEFT OR DESTRUCTION OF, DATA FILES, CONTENT, PROGRAMS, PROCEDURES OR INFORMATION, OR THE USE OR INABILITY TO USE THE SERVICE OR ANY OF THE EQUIPMENT, INCLUDING INABILITY TO ACCESS EMERGENCY SERVICE PERSONNEL THROUGH THE 911 DIALING SERVICE, OR TO OBTAIN EMERGENCY HELP. THE LIMITATIONS SET FORTH HEREIN WILL SURVIVE AND APPLY IN ANY AND ALL CIRCUMSTANCES INCLUDING CLAIMS FOUNDED IN BREACH OF CONTRACT, BREACH OF WARRANTY, PRODUCT LIABILITY, TORT, AND ANY AND ALL OTHER THEORIES OF LIABILITY AND APPLY WHETHER OR NOT WE WERE INFORMED OF THE LIKELIHOOD OF ANY PARTICULAR TYPE OF DAMAGES. SOME STATES DO NOT ALLOW THE EXCLUSION OR LIMITATION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE LIMITATIONS OR EXCLUSIONS MAY NOT APPLY TO YOU. THIS AGREEMENT GIVES YOU SPECIFIC LEGAL RIGHTS, AND YOU MAY ALSO HAVE OTHER RIGHTS WHICH VARY FROM STATE TO STATE. THE EXCLUSIONS AND LIMITATIONS OF LIABILITY UNDER THIS AGREEMENT WILL NOT APPLY TO THE EXTENT PROHIBITED BY APPLICABLE LAW.

(c) Indemnifications: In addition to the indemnification provisions above, you shall defend, indemnify, and hold harmless Ooma, its officers, directors, employees, affiliates, agents, assigns, and any other service provider who furnishes services to you or us in connection with the use of the Equipment and Services, from any and all claims, suits, actions, judgments, losses, damages (direct, indirect and consequential), fines, penalties, costs, and expenses (including, without limitation, attorney's fees) by or on behalf of you or any third party (other than your local telephone service company) relating to or arising out of:

- (i) The use of your Equipment and Services (including any unintended use of your Equipment and Services);
- (ii) Any violations of your obligations under this Agreement;
- (iii) The violation of applicable laws, regulations or the terms of this Agreement,
- (iv) The transmission of any messages, Content, images or other information,
- (v) Any claims for infringement of any intellectual property rights arising from or in connection with use of the Services, or
- (vi) Any harm to any person resulting in the personal injury or death of any person or in damage to or loss of any tangible or intangible property (including data).