



Limited Warranty

Blackhawk JTAG Hardware

EWA Technologies Inc. and its parent company, Electronic Warfare Associates, Inc., with its principal place of business at Herndon, Virginia, U.S.A. (“EWA”), warrants the Blackhawk™ JTAG Hardware (the “Product”) to be free from defects in material and workmanship for a period of twelve (12) months after the sale of such Product to the first purchaser (the “Purchaser”) who is neither EWA nor an authorized dealer purchasing for resale. The benefits of this limited warranty extend only to the Purchaser.

This warranty will become void and EWA shall have no obligation pursuant to it if (i) the Product has been modified or repaired in any manner not previously authorized by EWA in writing; (ii) the identification markings on the Product have been removed, defaced, or altered; (iii) the Product was subject to accident, abuse, or improper use; (iv) the Product was not installed or configured as specified in the accompanying instructions; (v) the Product was subjected to operating conditions more severe than those specified in the accompanying instructions; or (vi) the Product's case has been opened by any person not authorized to do so by EWA in writing.

Assuming the Purchaser is eligible to utilize this warranty, then, in the event that the Product should prove defective, the Purchaser must (a) notify EWA in writing promptly upon discovery of the defects, with a detailed description of such defects, (b) obtain a Return Materials Authorization (“RMA”) Number from EWA, which EWA agrees to provide promptly upon request, and (c) return the Product to EWA (together with both proof of purchase and the name and mailing address of the Purchaser) properly packaged to avoid further damage, addressed to “EWA Technologies, Inc., Blackhawk Division, 123 Gaither Drive, Mount Laurel, NJ 08054,” with transportation and other applicable charges prepaid by Purchaser.

The liability of EWA under the foregoing warranty is limited, at EWA's option, solely to repair or replacement with an equivalent Product (which may include a refurbished or previously owned Product), or a credit or refund to you of the purchase price of the Product, each within a reasonable time from the receipt of the Product by EWA. All repaired or replaced Products shall be warranted for the remainder of the original warranty period or, if longer, for three (3) months from shipment back to the Purchaser.

OTHER THAN THE LIMITED WARRANTY SET FORTH ABOVE, EWA MAKES NO OTHER WARRANTY OR CONDITION, EXPRESS OR IMPLIED, WITH RESPECT TO THE PRODUCT. No EWA dealer, agent, or employee is authorized to make any modification, extension, or addition to this warranty. EWA DISCLAIMS ALL IMPLIED WARRANTIES AND CONDITIONS, INCLUDING ANY IMPLIED WARRANTIES OR CONDITIONS OF MERCHANTABILITY, NON-INFRINGEMENT, AND FITNESS FOR A PARTICULAR PURPOSE; AND THE LIABILITY OF EWA, IF ANY, FOR DAMAGES RELATING TO OR RESULTING FROM ANY PRODUCT OR ITS USE, WHETHER ALLEGEDLY DEFECTIVE OR OTHERWISE (INCLUDING WITHOUT LIMITATION A CLAIM FOR LOSS OF USE OR LOSS OF DATA) SHALL UNDER ANY TORT, CONTRACT, OR OTHER LEGAL THEORY BE LIMITED TO THE ACTUAL PRICE PAID FOR SUCH PRODUCT AND SHALL IN NO EVENT INCLUDE INCIDENTAL, CONSEQUENTIAL, SPECIAL, OR INDIRECT DAMAGES OF ANY KIND, EVEN IF EWA IS AWARE OF THE POSSIBILITY OF SUCH DAMAGES.