

## 1) SCOPE

- a) This Support Services Policy (SSP) sets out the standard service levels that apply to Onwave UK Ltd's OWL Platform comprising of the; OWL Portal, OWL Mobile App, OWL Tags (Hardware) and Base-stations.
- b) This Policy is to be read in conjunction with the Onwave OWL Customer Agreement
- c) This Policy may be reviewed at any point, by mutual agreement.
- d) This Policy may also be reviewed if there are any changes to the Customer's OWL solution.
- e) Onwave will endeavour to resolve service issues in the fastest possible timeframes and service support take precedence over Business as Usual processes.

## 2) SUPPORT HOURS

- a) The Support Hours covered by this SSP are 8:00 am to 5pm Monday to Friday (UK local time).
- b) During Support Hours customers can either call our support number 0203 434 5002 or email [support@owl-bi.com](mailto:support@owl-bi.com) and our team will respond as soon as possible.
- c) Outside of these hours customers should email [support@owl-bi.com](mailto:support@owl-bi.com) and our team will respond as soon as possible within the next available support window.
- d) Enhanced support can be obtained by the Customer procuring an Enhanced Support Contract, this will provide the customer with 24/7/365 support.

## 3) SERVICES COVERED

- a) This Support Policy covers the following elements of the OWL Services:
  - i) OWL Portal – The OWL Web Portal which is available at <https://portal.owl-bi.com/>
  - ii) OWL Mobile App – The OWL mobile app which is available via the Google Play (Android) and App Store (Apple iOS) hardware,
  - iii) OWL Tags – The OWL hardware developed to support the OWL Services
- b) This agreement only applies to issues/faults found with the above elements of the Onwave Services.
- c) This agreement only applies to OWL Tags that are within the original warranty period (1 Year from date of purchase) or that are covered by an Extended Warranty.
- d) This agreement only applies where the customer has active user licenses/ subscriptions within their OWL Portal.
- e) This policy does not cover sales and general enquiries which should be directed to your account manager or [sales@owl-bi.com](mailto:sales@owl-bi.com) or via phone to 020 3434 5000 during standard business hours

## 4) SERVICE PERFORMANCE

- a) OWL is developed on Microsoft Azure to provide industry recognised uptime and availability levels.
- b) Onwave provides a service availability for the OWL Portal (comprising the Webservers, Databases, APIs, etc.) as stated in Section 9) – Support Services Matrix
- c) Onwave provides a best effort resolution time in respect of the OWL Portal i.e., staff resources are re-prioritised in respect of resolution of issues/faults.
- d) The OWL Portal is hosted within UK data centres and customers should note that data will be held within the UK, unless agreed otherwise in writing prior to deployment.

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- e) The OWL App will be made available via publicly recognised App Stores for running on supported Apple iOS or Android OS devices only, customer should verify the suitability of their devices for running the OWL App.
- f) Onwave cannot support the OWL App where this is installed on non-approved operating systems or devices.
- g) Onwave will do everything that is reasonably practical to support the customer to rectify issues in a timely manner. However, there are a few exclusions, stated in section 8).
- h) Onwave staff will provide/share data/information on an issue with the Customer and 3<sup>rd</sup> Parties such as Microsoft and our partners in order to ensure faster resolution and service investigations.
- i) Onwave commits to service performance levels for OWL Tags as stated in Section 8) – Support Services Matrix

## 5) RESPONSE AND RESOLUTION TIMES

- a) Onwave commits to the response and resolution times stated in Section 9) – Support Services Matrix In respect of all faults found to have developed with the OWL Portal.
- b) Faults will be prioritised based on their criticality and impact to customers.
- c) Onwave will provide support for the OWL Portal, OWL Mobile App and Onwave supplied OWL Tags only.
- d) Onwave cannot support customer owned equipment used in conjunction with the OWL Services.
- e) Onwave will use reasonable endeavours during a service outage to restore service availability for The Customer.
- f) In the event that an Onwave supplied OWL Tag develops a fault Onwave will work with the customer to conduct initial troubleshooting of the device. Where the device is subject to an approved RMA (see attached RMA Policy) Onwave will use reasonable endeavours to replace the OWL Tag as soon as is practicable following receipt and inspection of the returned Tag.

## 6) COMPENSATION

- a) Should the response times detailed in Section 8) not be met, taking into account the standard support hours then Compensation will be made in the form of OWL credits as stated in Section 9) – Support Services Matrix.
- b) Any agreed compensatory user credits will be added to the Customer account at 6-month intervals from the initial commencement of the User Agreement.  
The number of credits that can be provided to a project for a single working day is limited to the average daily number of credits used by the Customer in the preceding 7 day period.

## 7) COMMUNICATION AND NOTIFICATION

- a) The Customer will nominate an individual contact/group/hierarchy of contacts (The Contact) typically either the Company Admin or Project Admin, to whom any fault updates will be communicated to, and who will be responsible for providing all reasonable assistance to Onwave throughout the diagnosis and resolution of faults.
- b) The Contact shall provide all reasonable assistance in the form of performing basic diagnostic steps as requested by an Onwave technician/engineer.
- c) The Customer should contact the OWL Support Team by telephone on 020 3434 5002, or e-mail [support@owl-bi.com](mailto:support@owl-bi.com) as soon as a fault with the service is suspected.
- d) The Customer must be ready to supply all necessary data to evidence the presence of a fault and shall provide all reasonable assistance to the Onwave technician/engineer in determining the cause of the fault condition.

- e) Any complaints in respect of this Support Services Policy should be raised with the OWL support team by calling 0203 434 5002 and asking to speak with your Account Manager.

## 8) EXCLUSIONS

- a) This Support Services Policy does not apply to:
  - i) Any equipment, software, or services not listed above or within the Customer Agreement
  - ii) Software, equipment or services not purchased via and/or managed by Onwave
- b) Additionally, this SSP does not apply when:
  - i) The problem has been caused by using equipment, software or service(s) in a way that is not recommended, including any act or omission of the Customer or its Authorised Users..
  - ii) The Customer has made unauthorised changes to the configuration or physical set up of affected equipment, software or services, including any modification or alteration of the OWL Services by any party other than Onwave or Onwave's duly authorised contractors or agents.
  - iii) The issue is associated with Satellite Positioning (e.g., GPS) availability and accuracy as these are provided without guarantees
  - iv) The issue is associated with a lack of mobile connectivity on the OWL Tag or device as a result of a lack of signal coverage or as a result of the device being used outside of the agreed territory.
  - v) The Customer has prevented Onwave from performing required maintenance and update tasks.
  - vi) The issue has been caused by unsupported equipment, software or other services, for example equipment that does not meet the minimum specification stated.
  - vii) The OWL App or device software has not been updated by the Customer to use the latest available version.
  - viii) This SSP does not apply in circumstances that could be reasonably said to be beyond Onwave's control. Any force majeure event: which shall include war (or other action of military forces), terrorism, riot, civil commotion, sabotage, vandalism, accident, breakdown or damage to machinery or equipment, acts of God, fire, flood, severe weather conditions, extreme traffic congestion, strike, lock-out or other industrial disputes (whether or not involving employees of Onwave), legislative or administrative interference or national crisis.
  - ix) The issue is caused by any failure of the Third Party Hosting Provider
  - x) The issue is associated with any failure, interruption, outage, or other problem with any software, hardware, system, network, or facility which is provided by a third party.
  - xi) Maintenance is being carried out by Onwave which it has provided the Customer with advance written notice of, such maintenance to be carried out (wherever reasonably possible) during the hours of 10.00pm to 2.00am UK time.
- c) This SSP also does not apply if the Customer is in breach of its contract with Onwave for any reason (e.g., late payment of fees).
- d) The Service Levels will not apply in respect of faults where the cause has been identified as being a malicious act or otherwise through the actions of another user that have been found to be in breach of the OWL Customer Agreement.
- e) The Service Levels will not apply in respect of faults which are the result of misuse or interference with Onwave supplied and managed equipment.
- f) The Service Levels will not apply in respect of faults which are the result of Customer owned equipment not defined within the relevant OWL Customer Agreement.

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- g) The Service Levels will not apply in respect of faults were the problem lies with a supplier, the Customer or a 3rd party and the Resolution Time may be affected.
- h) Tags have a 1 year warranty from date of first hire. Support for Tags will be provided only during the initial 1 year warranty period. Extended warranties may be purchased by prior agreement.
- i) If a faulty Tag is returned to Onwave and the seal is found to be broken this will void the warranty and Onwave reserve the right to charge any costs associated with rectifying a fault if this is found to be the case.

## 9) SUPPORT SERVICE MATRIX

Platform Element	Provision	Expectation of Performance	Response Time	Resolution Time	Compensation Level (if resolution times not met)
OWL Portal	OWL Portal must be available	99.9% Availability	3 hours	8 hours	One OWL user days' worth of credits for every full and continuous 8 hours (within the stated Support hours) that the issue remains unresolved for each user affected.
	Functionality Primary Functions available	Primary functions are a) Live View, b) ability to produce shapes, c)ability to create alerts, d)ability to add new users	5 hours	12 hours	One OWL user days' worth of credits for every full and continuous 12 hours (within the stated Support hours) that the issue remains unresolved for each user affected.
	Functionality Secondary functions available	Functionality Secondary Any functions not expressly listed as Primary. User can still use the system though a lack of functionality is causing some inconvenience	12 hours	24 hours	One OWL user days' worth of credits for every full and continuous 24 hours (within the stated Support hours) that the issue remains unresolved for each user affected.
	Other low priority issues not causing inconvenience		12 hours	Open ended	Not applicable
OWL Mobile App Android	Available to download via Google Play Store	Available to download, open App and login so that User	3 hours	8 hours	One OWL user day for every full and continuous 8 hours (within the stated

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# Standard Support Services Policy for OWL



Platform Element	Provision	Expectation of Performance	Response Time	Resolution Time	Compensation Level (if resolution times not met)
	or to side load (by agreement).	Interface is visible.			Support hours) that the issue remains unresolved for each user affected. (Maximum of 7 days worth of Software Licence daily credit charges per week per Customer)
	Functionality	Live view available Able to send and receive alerts	3 hours	8 hours	One OWL user day for every full and continuous 8 hours (within the stated Support hours) that the issue remains unresolved for each user affected. (Maximum of 7 days worth of Software Licence daily credit charges per week per Customer)
	Other low priority issues not causing notable inconvenience		12 hours	Open ended	Not applicable
OWL Mobile App iOS	Available to download via App Store or to side load (by agreement).	Available to download, open App and login so that User Interface is visible.	3 hours	8 hours	One OWL user day for every full and continuous 8 hours (within the stated support hours) that the issue remains unresolved for each user affected. (Maximum of 7 days worth of Software Licence daily credit charges per week per Customer)
	Functionality	Live view available	3 hours	8 hours	One OWL user day for every full and continuous 8 hours

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Platform Element	Provision	Expectation of Performance	Response Time	Resolution Time	Compensation Level (if resolution times not met)
		Able to send and receive alerts			(within the stated support hours) that the issue remains unresolved for each user affected. (Maximum of 7 days worth of Software Licence daily credit charges per week per Customer)
	Other low priority issues not causing notable inconvenience		12 hours	Open ended	Not applicable
OWL TAG – Hired	Functionality	Must connect to portal and be visible on Live View. Ability to associate with a Project Provide an 8 hour battery life (based on 30 second update rate) Must receive alerts	3 hours	24 hours	Tag will be replaced on the next working day if issue cannot be solved remotely. Tag hire will not be charged for each full 24 hours that a Tag is not functioning. The monthly Tag hire charge will be reduced accordingly should this occur. Also one OWL user day will be credited for every full working day (weekday only) that the Tag is not functioning.
	Other low priority issues not causing notable inconvenience		12 hours	Open ended	Not applicable
OWL Base-station (Hired)	Functionality	RTK service is not available to Tags	3 hours	72 hours (providing access to base-station is provided by Customer)	Please note, the Tags should automatically failover to the nearest available base-station. We will replace the base-station within

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# Standard Support Services Policy for OWL



Platform Element	Provision	Expectation of Performance	Response Time	Resolution Time	Compensation Level (if resolution times not met)
					72 hours where access is available. The credit charge for the base-station will be reimbursed pro-rata for any down time within a month.

Note – the durations listed for response times, resolution times and compensation levels are only counted during Support Service hours (Monday to Friday, 8.00am to 5.00pm). For example, an issue reported with non-availability of the OWL Portal at 4pm on a Friday would have a 3 hour response time which would become due at 10.00am on the following Monday.

Please note that the resolution/replacement times for hardware are for items located in the UK. Resolution/replacement times for hardware used outside of the UK is available upon request and is on a case by case basis relating to the individual Customer and region.

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## Onwave Policies

### ***Standard Hardware/Software Warranty Policy***

Onwave warrants solely to the original end-user purchaser (“Purchaser”) that hardware (“Hardware”) purchased from Onwave or our Authorized Resellers will be free from defects in materials and workmanship when used within the limits set forth in the documentation for a period of twelve (12) months, starting from the time of shipment of the Hardware.

This limited warranty is non-transferable and extends only to the original end-user purchaser who acquired the Hardware from Onwave or an Authorized Reseller who has the right to sell in the end-user’s territory. Onwave explicitly disclaims any warranty obligations for Hardware that is sold outside of the assigned territory of an Authorized Reseller. Your exclusive remedy and Onwave’ entire liability under this limited warranty will be for Onwave, at its option, to

- (a) repair the Hardware with new or refurbished parts, or
- (b) replace the Hardware with a reasonably available equivalent new or refurbished Onwave Hardware.

Any repaired or replacement Hardware will be warranted for the remainder of the original Warranty Period or thirty (30) days, whichever is longer. All Hardware and parts that are replaced become the property of Onwave.

### **Exclusion and Limitations**

This limited warranty does not apply if:

- (a) the Hardware assembly seal has been removed or damaged,
- (b) the Hardware has been altered or modified, except by Onwave,
- (c) the Hardware damage was caused by use with non Onwave Hardware,
- (d) the Hardware has not been installed, operated, repaired, or maintained in accordance with instructions supplied by Onwave,
- (e) the Hardware has been subjected to abnormal physical or electrical stress, abuse, misuse, negligence, or accident,
- (f) the serial number on the Hardware has been altered, defaced, or removed,
- (g) the Hardware damage was caused by lightning, power surges or wrong voltage usage, or
- (h) the Hardware is supplied or licensed for beta, evaluation, promotional, testing or demonstration purposes for which Onwave does not charge a purchase price or fee.

ALL SOFTWARE PROVIDED BY ONWAVE (“SOFTWARE”) WITH OR WITHOUT THE HARDWARE, WHETHER FACTORY LOADED ON THE HARDWARE, CONTAINED ON MEDIA ACCOMPANYING THE HARDWARE OR DOWNLOADED FROM AN APP STORE OR OUR WEBSITE, IS PROVIDED “AS IS” WITHOUT WARRANTY OF ANY KIND.

Without limiting the foregoing, Onwave does not warrant that the operation of the Hardware or Software will be uninterrupted or error free. Also, due to the continual development of new techniques for intruding upon and attacking networks, Onwave does not warrant that the Hardware, Software or any equipment, system or network on which the Hardware or Software is used will be free of vulnerability to intrusion or attack. The Hardware and Software

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may include or be bundled with third party software or service offerings. This limited warranty shall not apply to such third party software or service offerings. This limited warranty does not guarantee any continued availability of a third party's service for which this Hardware's or Software's use or operation may require.

## **Onwave Intellectual Property Indemnity.**

(a) Subject to the section of Limitation of Liability contained hereunder, Onwave will defend, indemnify and hold Purchaser harmless against any third party claims, actions or demands arising out of or relating to any alleged infringement of any U.S., EU, other countries or regions patent, copyright, trademark or other intellectual property right, or that the Hardware or Software incorporate any misappropriated trade secrets. Subject to the section of Limitation of Liability contained hereunder, Onwave will pay any costs, damages and reasonable attorneys' fees attributable to such claims that are awarded against Purchaser in such action. Onwave's obligations under this subsection (a) are contingent upon:

- (i) Purchaser giving prompt written notice to Onwave of any such claim;
- (ii) Purchaser allowing Onwave to control the defence and any related settlement of any such claim; and
- (iii) Purchaser furnishing Onwave with reasonable assistance in the defence of any such claim, so long as Onwave pays Purchaser's reasonable out-of-pocket expenses.

(b) If Purchaser's use of any of the Hardware or Software is, or in Onwave's opinion is likely to be, enjoined due to the type of claim specified in subsection (a) above, then Onwave will, subject to the section of Limitation of Liability contained hereunder, at its sole option and expense:

- (i) procure for Purchaser the right to continue using such Hardware or Software under the terms of this Agreement;
- (ii) replace or modify such Hardware and Software so that they are non-infringing and substantially equivalent in function to the enjoined Hardware or Software; or
- (iii) if options (i) and (ii) above cannot be accomplished despite Onwave's reasonable efforts, then Onwave may terminate Purchaser's rights and Onwave's obligations hereunder with respect to such Hardware and Software on written notice and refund to Purchaser the unamortized portion of the amounts paid by Purchaser hereunder, based upon a straight-line five (5) year depreciation commencing as of the date of receipt by Purchaser of such Hardware and Software.

(c) Onwave and its affiliates will have no obligation under subsection (a) or (b) for any claim of infringement or misappropriation resulting from:

- (i) combination or use of the Hardware or Software with equipment, products, or processes not furnished by Onwave (except to the extent that such combination or use is inherent or required in order to use the Hardware or Software for their intended purpose, such as use of the Hardware or Software in conjunction with a power supply or antenna);
- (ii) modifications to the Hardware and Software not made by Onwave;
- (iii) failure of Purchaser to use updated or modified Products provided by Onwave to avoid a claim of infringement or misappropriation;
- (iv) any suit or allegation initiated by Purchaser (by way of example, a counterclaim), or

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(v) compliance with either essential or optional portions of any published standards relating to 3G, 4G, LTE, 5G, Bluetooth (802.15.1), GNSS or GPS.

(d) THE PROVISIONS OF THIS SECTION SET FORTH ONWAVE'S SOLE AND EXCLUSIVE OBLIGATIONS, AND SOLE AND EXCLUSIVE REMEDIES, WITH RESPECT TO INFRINGEMENT OR MISAPPROPRIATION OF INTELLECTUAL PROPERTY RIGHTS OF ANY KIND.

## **Disclaimer of Warranties**

TO THE EXTENT NOT PROHIBITED BY LAW, ALL IMPLIED WARRANTIES AND CONDITIONS OF MERCHANTABILITY, SATISFACTORY QUALITY OR FITNESS FOR A PARTICULAR PURPOSE ARE LIMITED TO THE DURATION OF THE WARRANTY PERIOD. ALL OTHER EXPRESS OR IMPLIED CONDITIONS, REPRESENTATIONS AND WARRANTIES, INCLUDING, BUT NOT LIMITED TO, ANY IMPLIED WARRANTY OF NON-INFRINGEMENT, ARE DISCLAIMED.

Some jurisdictions do not allow limitations on how long an implied warranty lasts, so the above limitation may not apply to you. This limited warranty gives you specific legal rights, and you may also have other rights which vary by jurisdiction.

LIMITATION OF LIABILITY – TO THE EXTENT NOT PROHIBITED BY LAW, IN NO EVENT WILL ONWAVE BE LIABLE FOR ANY LOST DATA, REVENUE OR PROFIT, OR FOR SPECIAL, INDIRECT, CONSEQUENTIAL, INCIDENTAL OR PUNITIVE DAMAGES, REGARDLESS OF THE THEORY OF LIABILITY (INCLUDING NEGLIGENCE), ARISING OUT OF OR RELATED TO THE USE OF OR INABILITY TO USE THE HARDWARE AND/OR SOFTWARE, EVEN IF ONWAVE HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. IN NO EVENT WILL ONWAVE' LIABILITY EXCEED THE LESSER OF (1) ONE MILLION POUNDS STERLING (GBP) OR THE AMOUNT PAID BY YOU FOR THE HARDWARE AND/OR SOFTWARE DURING THE IMMEDIATE PRECEDING TWELVE (12) MONTHS GIVING RISE TO THE LIABILITY.

The foregoing limitations will apply even if any warranty or remedy provided under this limited warranty fails of its essential purpose. Some jurisdictions do not allow the exclusion or limitation of incidental or consequential damages, so the above limitation or exclusion may not apply to you.

## ***Return Merchandise Authorization (RMA) Policy***

Onwave's RMA service is only valid for customers who have purchased hardware directly from Onwave. If you did not purchase from Onwave, please contact your hardware provider for assistance and they will be able to arrange repair service or a replacement unit for you.

Under Standard Hardware/Software Warranty Policy, Onwave will repair your defective hardware. Below are RMA policies that you may need to know before contacting our support team:

- All exclusions and limitations of warranty service apply. Please read the "Standard Hardware/Software Warranty Policy" section for information.

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- Valid service period is twelve (12) months, starting from the time of shipment of hardware.
- You should be the original owner of the defective hardware.
- Onwave RMA service would only be provided for customers who have purchased directly from Onwave or an approved Onwave reseller.
- You should provide valid information to our support team, including: issues experienced, contact details, model number and serial number of the defective hardware. Please remember to include an issue report along with your request to save time for troubleshooting.

## **Standard RMA**

The RMA process is as follows. Failure to follow this procedure may result in additional charges and delays:

- Contact Onwave support team by writing to and describe experienced issues. Please provide enough details for investigation.
- You should request a RMA number issued by the Onwave support team. Onwave will not accept RMA request without a confirmed RMA number.
- Customers should ship the hardware back within fourteen (14) calendar days of the RMA request confirmation. RMA authorization is revoked after such grace period.
- Customer should bear all costs of shipping the defective hardware to Onwave advised RMA centre, Onwave will be responsible for the costs of sending the repaired/ replaced hardware back to customer.
- The authorized RMA number should be written clearly on the return packaging to allow Onwave to identify the product as an RMA device
- Customers should ship the whole package, including all accessories that came with the hardware, back to Onwave RMA centre.
- Customer is responsible for proper packaging. Any parts or items damaged by insufficient or inaccurate packaging will void the warranty.
- If the hardware contains defective accessories, please notify Onwave support team about the problems experienced. It may help to save the shipping cost if it is the case of accessories issues.

## **Defective On Arrival (DOA) or Advance Hardware Replacement**

In the case of DOA notified within 14 days of Onwave shipping out date, a replacement unit may be sent out by Onwave before the customer returns the defective hardware. All the policies of warranty, exclusions, and limitations apply in this case.

Defective On Arrival, DOA, means a hardware is found to be defective that it cannot function properly within the first fourteen (14) calendar days of shipping. In this case, it is Onwave's responsibility to replace a functional hardware to the customer.

Below is information which customer may need to know before requesting DOA or Advance Hardware Replacement service:

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- Customers should inform Onwave Customer Support about issues experienced when request replacement service, with their contact information and serial numbers of the defective hardware.
- Onwave Support Team will provide a DOA/RMA number and RMA centre address for customer to ship back the defective hardware.
- In the case of DOA, Onwave will be responsible for the shipping costs both ways. Shipping method will be provided for customer to send in the defective hardware. Return shipping will be also handled by Onwave.
- Customers should ship the whole package, including all accessories which are originally packed with the hardware, back to Onwave's RMA centre.
- Customers should send back the defective hardware within fourteen (14) calendar days of receipt of the replacement hardware, or Onwave reserves the right to invoice customers at list price of that replacement hardware.

Please contact Customer Service of your Onwave hardware provider for assistance on RMA / DOA Hardware Replacement arrangements.

## ***Extended Warranty Policy***

Onwave provide Customers with the ability to purchase an Extended Warranty for any purchased OWL Tags. OWL Tags that are under a rental agreement will continue to be covered by a limited warranty regardless of the following conditions.

All policies listed within this document under Support Service, Limited Warranty, Firmware Upgrade, and RMA apply to Onwave hardware with Extended Warranty purchased.

## **Extended Warranty 1-Year**

Extended Warranty option is based on the standard policies with the following amendments.

The Extended Warranty is valid for a service period of 12 months or 24 months (dependant on whether a standard 1 year or 2 year extended warranty was purchased), starting from the end of the original warranty date or the expiry date of any existing Extended Warranty and it includes:

- Technical Support via Support Ticket
- Firmware Upgrades
- Limited Hardware Warranty (if applicable)
- Valid for 1 Year

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