



# Limited Warranty

**Software, Standard Hardware, and DroneHunter**

**November 2021**

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# 1. Limited Warranty on Fortem Products

These Fortem Technologies, Inc. ("Fortem") warranty policies only apply to the Fortem products ("Product(s)") listed in Section 4 below purchased by the customer ("Customer") from Fortem Technologies, Inc. or its authorized resellers for Customer's own use and not for resale.

## 2. Binding Agreement

By using a Product, Customer agrees to be bound by the terms of warranty policies exhibited in this document. If a Customer is not eligible or does not agree to any of the terms of any warranty policies, Customer must not use the Product(s) and must immediately return such Product(s) to Fortem at the address listed hereafter.

## 3. What is Covered

Under this limited warranty, Fortem warrants that each warranted Product that Customer purchases is free from material and workmanship defects under normal use in accordance with Fortem's published product materials during the warranty period. Fortem's published product materials include, but are not limited to user manuals, safety and deployment guidelines and site planning guides, maintenance manuals, notifications from software displays, and service communications that may be available.

## 4. Warranty Period for Fortem Products

The warranty periods for different Products are given below.

Warranty periods may vary according to local laws and regulations.

### 4.1. Fortem Software

Fortem SkyDome software comes with a 3 month warranty period, during which time Fortem will ensure the software performs as documented. The warranty period is activated at the time of shipment and is valid for 3 months from the first day of the following month. At Fortem's discretion, either software patches will be applied or newer applicable software releases will be made available to a Customer to correct material limitations in software performance. **Note:** Fortem may alternatively provide

work-arounds to issues that do not impair the foundational airspace monitoring or counter UAS functions of Fortem software.

A separate maintenance agreement is available to extend availability of Fortem software updates over longer periods.

## 4.2. Fortem Standard Hardware Warranty

The Fortem Standard Hardware Warranty period is 1-year. The warranty period is activated at the time of shipment and is valid for 1 year from the first day of the following month.

Products covered under the Standard Hardware Warranty include:

- TrueView R20/R20i & associated power and network cables
- TrueView R30/R30i & associated power and network cables
- Edge Management System
  - EMS Computer
  - Radio
  - Video Processing
- PTZ Cameras
- Tripods and Mounting Accessories
- DroneHunter Hangar
- Hardened Laptop
- On Premise Server

A separate Extended Warranty agreement is available for some Fortem hardware products to extend availability of this warranty over longer periods.

## 4.3. Fortem DroneHunter Hardware Warranty

The Fortem DroneHunter and associated accessories (battery, battery chargers, etc.) come with a 3 month hardware warranty period, with exceptions as noted. The warranty period is activated at the time of shipment and is valid for 3 months from the first day of the following month.

A separate extended warranty agreement is available to extend availability of DroneHunter warranty over longer periods.

To maintain warranty eligibility, Customer is required to perform scheduled preventative maintenance procedures, including parts replacement at Customer expense, as may be required by Fortem-published maintenance manual procedures. To maintain warranty eligibility, Customer is required to retain a maintenance log for each DroneHunter, available for Fortem inspection, with at least the following information:

- DroneHunter airframe serial number
- Date of each flight
- Length of each flight
- Performance anomalies observed
- Preventative maintenance procedures performed and dates
- Repairs performed and dates

#### 4.3.1. Batteries

Battery life is greatly affected by operational patterns such as frequent use for evaluation purposes as well as the pattern and extent of charge and discharge. As such, batteries are warrantied to provide at least 80% of their original capacity for a period of 90 days from date of shipment if Customer complies with guidelines provided in Fortem materials (e.g. charge fully every 45 days).

#### 4.3.2. Motors and propellers

Motors are warrantied for 150 operating hours or 3 months, whichever occurs first. The warranty period, if associated with the 3 month duration, is activated at the time of shipment and is valid for 3 months from the first day of the following month.

Propellers are warrantied to be free of defect on arrival at Customer site.

Motor assemblies and propellers should be replaced at the indicated operating hour interval.

#### 4.3.3. Consumable items

Consumable items such as net heads, nitrogen cartridges, desiccants, etc. should be replaced on an as-needed basis. Consumable items are warrantied to be free of defects on arrival at the Customer site.

## 5. How to Obtain Warranty Service

If a Fortem Technologies, Inc. product does not function as warrantied during the warranty period, service under warranty is initiated by emailing Fortem Technologies' customer care department at [support@fortemtech.com](mailto:support@fortemtech.com), or by writing to:

**Fortem Technologies**  
**Attn: Warranty Service**  
**1064 S. North County Blvd, 6th Floor Pleasant Grove, UT 84062**

Proof of purchase may be required for warranty eligibility.

After contacting Fortem's Customer Success department, Customer requesting warranty service shall wait until Fortem Technologies, Inc. provides an RMA (return maintenance authorization) number to Customer, after which Customer may send the product, clearly referencing the provided RMA number on the package label, to the above address to receive repair under warranty coverage. Fortem is not responsible for Products sent for repair that are not accompanied by the provided valid RMA number on the package label. Customer is responsible for shipping expenses for items sent to Fortem.

Charges may apply for services not covered by this limited warranty. Please contact Fortem for information specific to charges not covered.

## 6. Warranty Repair Actions

Fortem will attempt to remotely diagnose and resolve a Customer problem with Product by telephone, e-mail, online chat, or remote network access. Fortem may direct a Customer to download and install particular software updates or diagnostic software as part of the remote diagnosis and resolution process. Fortem may also direct Customers to temporarily provide remote network access to Fortem Products as part of the remote diagnosis and resolution process.

If the Customer problem with Product cannot be resolved remotely or through the application of software updates, Customer may be required to deliver Product to Fortem for further examination. If coverage of the problem falls under the terms of this limited warranty, Fortem will arrange for repair or replacement service at no cost other than applicable customer shipment charges.

## 7. Warranty Coverage Exclusions

This limited warranty does not cover the following:

1. Damages caused by use of Product in a manner inconsistent with its intended application.
2. Damage or impairment caused by factors not related to manufacture of Product, including but not limited to:
  - a. Damages caused by flights without a government-licensed and trained UAV pilot in charge/command and operated according to applicable laws and regulations
  - b. Damages caused by pilot error
  - c. Damages caused by improper system configuration
  - d. Damage caused by intentional flight in a manner where risk of damage is high

3. Damage caused by not performing a software update which impacts Product safety within 30 days of notification of software update availability.
4. Damage caused by not performing regular Product maintenance activities as specified in Fortem-provided materials.
5. Damage caused by disassembly of Product other than for execution of service procedures as defined within Fortem-provided materials.
6. Damage caused by removal, addition, or modification of hardware or software, other than by addition of Fortem-provided components, accessories, or software, when installed in accordance with Fortem-provided materials.
7. Damage caused by operating Products not in accordance with Fortem provided materials and/or training.
  - a. Damage caused by not following safety procedures indicated in DroneHunter manuals, especially those related to proximity to radar and RF safety, laser safety, battery charging and connection safety, net gun safety, proximity to propeller safety, and operation over populated areas.
  - b. Damage caused by operating DroneHunter Product in weather outside the flight safety envelope (i.e. sand storms, dust storms, winds, rain, etc.)
  - c. Damage caused by operating DroneHunter with defective or low charged battery or batteries.
  - d. Damage caused by operating Products outside of the recommended environmental conditions described within Fortem-provided materials and/or training.
8. Damage caused by installation not in accordance with environmental conditions or installation methods within Fortem-provided materials and/or training.
9. Damage caused by a service provider not authorized by Fortem.
10. Damage caused by use of non-Fortem-provided charger or batteries, or by misuse of charger and batteries.
11. Damage caused by depletion of battery charge below recommended minimums.
12. Damage caused by storage of batteries in charge states and environmental conditions other than those specified in Fortem-provided materials.
13. Damage caused by persons or devices that interfere with Product operation.
14. Damage caused by operating Product in an environment suffering from interference from other wireless devices (e.g. radar, transmitter, jammer, video-downlink, Wi-Fi signals, mobile phone signals, etc.), or by electromagnetic interference (e.g. in presence of electromagnetic jammers, close to radio transmission towers, high-voltage wires, substations, etc.).
15. Damage caused by operating DroneHunter Product at a weight different than the indicated takeoff or towing weight, as specified in Fortem-provided materials.
16. Damage caused by a DroneHunter flight when components have been used beyond recommended lifetime or been previously damaged.
17. Damage caused by incorrect replacement or installation of maintenance items, consumables, or spares.
18. Damage when using unauthorized third-party components on Product.

19. Failure, damage, or loss caused by, any third party products, including those that Fortem, partner or customer may provide or integrate into Product or into which Product may be integrated.
20. Damage resulting from any unauthorized support, such as assistance with "how-to" questions or inaccurate Product set-up, installation or operation.
21. Products from which the Fortem identification label has been removed, replaced, or altered without Fortem's prior written authorization.

## 8. Limitation of Liability

Fortem is responsible for loss or damage to Product returned for warranty service only while the product is in Fortem's possession or in transit from Fortem to the Customer. Fortem is not responsible for loss or damage to persons or properties in situations where Product is not able to provide protection from damage, or damage occurs incidental to Product performing its intended function.

Fortem is not responsible for loss or disclosure of any data, including confidential, proprietary, or personal information contained in Product, or associated with Product in any way. Fortem is not responsible for loss of customer or 3rd party software programs.

Under no circumstances, and notwithstanding the failure of essential purpose of any remedy set forth herein, shall Fortem, its affiliates, suppliers, resellers, or service providers be liable for any of the following, even if informed of their possibility and regardless of whether the claim is based in contract, warranty, negligence, strict liability, or other theory of liability:

1. Third party claims against Customer for damages,
2. Loss, damage, or disclosure of Customer data or software programs,
3. Special, incidental, punitive, direct, or inconsequential damages, including but not limited to lost profits, business revenue, goodwill, or anticipated savings.

In no case shall the total liability of Fortem, its affiliates, suppliers, resellers, or service providers for damages from any cause exceed the amount of actual direct damages, not to exceed the amount paid by Customer pursuant to an order of the associated Fortem Product(s).

The unenforceability of any provision herein shall not affect the enforceability of the other provisions.

## 9. Disclaimer of Warranties

Fortem disclaims all warranties of any kind not expressly detailed in this document, whether expressed, or implied, either in fact or by operation of law, by statute, or otherwise, including:

1. Any implied warranty of merchantability, fitness for a particular purpose, title, or non-infringement,
2. Any warranty arising out of course of dealing, usage, or trade.

Fortem does not warrant, except as expressly detailed in this limited warranty document, that Fortem Products, or any components of Products, spares, or accessories will be secure, uninterrupted, free of errors, or free of viruses or other harmful components.

Should any warranty not be disclaimable, the duration shall be limited to the durations expressly detailed in this limited warranty, and remedy shall be limited to, at Fortem's option, the repair or replacement of associated Fortem Products.

## 10. Entire Statement of Warranty

This statement of warranty supersedes any and all other understandings and agreements, either oral or in writing, between Fortem and Customer with respect to warranty subject matters. Any warranty related agreement, warranty statement, or promise of warranty that is not expressly contained in this limited warranty document shall not be valid or binding or of any force or effect.

## 11. Document Change Log

Date	Summary of Changes
February 05, 2021	Initial Release.
March 10, 2021	Formatting Improvements
August 3, 2021	Revised Section 7 & 8 and minor wording in Sections 1-6
November 22, 2021	Revised to change 90 day warranty period to 3 months and to clarify the activation and duration of validity of the warranty period.