



**IMPINJ READERS AND GATEWAYS
TERMS AND CONDITIONS
EXTENDED LIMITED WARRANTY & EXTENDED FIRMWARE MAINTENANCE**

Impinj, Inc. (“Impinj”) offers Extended Limited Warranty and Extended Firmware Maintenance (together, “**Extended Coverage Products**”) for Impinj’s Speedway readers (1-, 2-, and 4-port), xPortal gateway, xSpan gateway and xArray gateway (collectively, “**Eligible Product(s)**”) as described in, and subject to, the terms and conditions below (these “**Terms**”).

All Eligible Products include, at no additional cost, Impinj’s standard limited warranty (attached as Appendix A, “**Standard Limited Warranty**”), which applies for one year from the date of shipment to a buyer of the applicable Eligible Product, but in no event more than fifteen months from the date of shipment by Impinj (“**Standard Warranty Period**”). During the Standard Warranty Period, Impinj provides, at no additional cost, firmware maintenance releases for all Eligible Products pursuant to Impinj’s Firmware Maintenance Release Policy (attached as Appendix B, “**Firmware Maintenance Release Policy**”).

For an additional fee, purchasers of Eligible Products (“**Customers**”) may also elect to purchase from authorized distributors of Impinj products (a) an extension of Impinj’s Standard Limited Warranty (“**Extended Limited Warranty**”) or (b) an extension of access only to Impinj’s Firmware Maintenance Release Policy (“**Extended Firmware Maintenance**”), in one-, two-, or three-year increments as shown below (as applicable, the “**Extended Coverage Period**”):

Product Offering:	One-Year Extension	Two-Year Extension	Three-Year Extension
Extended Limited Warranty			
Speedway Readers	IPJ-C2011	IPJ-C2012	IPJ-C2013
xPortal Gateway	IPJ-C2021	IPJ-C2022	IPJ-C2023
xSpan Gateway	IPJ-C2031	IPJ-C2032	IPJ-C2033
xArray Gateway	IPJ-C2041	IPJ-C2042	IPJ-C2043
Extended Firmware Maintenance			
all Eligible Products	IPJ-C2001	n/a	n/a

1. Extended Coverage Products.

(a) Pricing. Impinj offers Extended Coverage Products at their respective then-current list prices. Impinj will provide information on current pricing upon request.

(b) Purchase Mechanics. Customer may purchase Extended Coverage Products solely through Impinj-authorized distributors and resellers. Impinj must receive a valid purchase order for an Extended Coverage Product during the applicable Purchase Period as described below. The purchase order must identify by serial number each specific unit of Eligible Products to be covered by the Extended Limited Warranty (“**Extended Limited Warranty Unit**”) and/or Extended Firmware Maintenance (“**Extended Firmware Maintenance Unit**”), as applicable. Customer is solely responsible for managing elections and renewals (if applicable) of its Extended Coverage Products, and Impinj will have no liability for any delay in electing or renewing (if applicable) in any Extended Coverage Product.

(c) Extended Limited Warranty.

(i) Purchase Period. Customer may purchase an Extended Limited Warranty for an Eligible Product at least ninety (90) days prior to the expiration of the Standard Warranty Period or, if previously purchased, the then-applicable Extended Limited Warranty (the “Purchase Period”). If Customer desires to purchase an Extended Limited Warranty after expiration of the Purchase Period for a



specific unit of an Eligible Product, Customer's election will be subject to Impinj's prior written consent, which may be withheld in Impinj's sole discretion and may be subject to an additional charge as set by Impinj. An Extended Warranty will not be offered on any unit of an Eligible Product whose Standard Limited Warranty Period or Extended Limited Warranty (as applicable) has lapsed.

(ii) Term Limits. Customer may purchase up to a maximum period of six years of Extended Limited Warranty coverage, which means seven years of hardware warranty coverage in total (e.g., the one-year Standard Warranty Period plus two (2x) three-year Extended Limited Warranty extensions for a total Extended Coverage Period of seven years).

(iii) Effect of Purchase. If Customer elects to purchase an Extended Limited Warranty under these Terms, Impinj will confirm such purchase in writing following its receipt of the valid purchase order identifying each Extended Limited Warranty Unit. Upon such confirmation, Clause 1(e) of Appendix A for each applicable Extended Limited Warranty Unit will be automatically extended by the one-, two-, or three-year period, as applicable, after the expiration of the Standard Warranty Period or, if previously purchased, the then-applicable Extended Limited Warranty. Extended Limited Warranty will only apply to those specific units of Eligible Products for which all Extended Limited Warranty fees have been paid based on such units' serial numbers. Extended Limited Warranty is not transferable from an Extended Limited Warranty Unit to another unit.

(d) Extended Firmware Maintenance.

(i) Purchase Period. Customer may purchase Extended Firmware Maintenance for an Eligible Product at any time, regardless of whether or not such Eligible Product is then covered by the Standard Limited Warranty or any Extended Limited Warranty.

(ii) Term Limits. Customer may purchase an unlimited number of one-year Extended Firmware Maintenance extensions.

(iii) Effect of Purchase. If Customer elects to purchase an Extended Firmware Maintenance under these Terms, Impinj will confirm such purchase in writing following its receipt of the valid purchase order identifying each Extended Firmware Maintenance Unit. Upon such confirmation, Customer will continue to have access to Impinj Firmware Maintenance Releases under Impinj's Firmware Maintenance Release Policy for the one-year period following such confirmation. Extended Firmware Maintenance is not transferable from an Extended Firmware Maintenance Unit to another unit. Extended Firmware Maintenance will only apply to those specific units of Eligible Products for which all Extended Firmware Maintenance fees have been paid based on such units' serial numbers.

(e) No Additional Obligations. Impinj has no obligation to provide any services under these Terms with respect to any unit other than an Extended Warranty Unit or Extended Firmware Maintenance Unit. Impinj reserves the right to terminate its provision of Extended Limited Warranty and/or Extended Firmware Maintenance if Customer is in default of any obligation to Impinj.

2. General Terms and Conditions. These Terms contain all the terms between Customer and Impinj regarding Extended Coverage Products and supersede any prior agreement, understanding or arrangement, whether oral or in writing. Impinj's Standard Limited Warranty and Firmware Maintenance Release Policy are incorporated into these Terms and the Extended Coverage Products offered hereunder and, except as expressly modified in these Terms, remain in full force and effect. No representation, undertaking or promise shall be taken to have been given or be implied from anything said or written in negotiations whether by Impinj or by an Impinj-authorized distributor or reseller prior to Customer's purchase of Extended Coverage Products. These Terms are governed by the laws of Washington, U.S.A. If any of these Terms become or are declared to be illegal or otherwise unenforceable by a court of competent jurisdiction, such terms shall be null and void but all remaining terms shall remain in full force and effect. Customer agrees that its sole remedy in respect of any representation made and upon which Customer relied in purchasing Extended Coverage Products under these Terms will be for breach of contract and recovery is limited to the amount received by Impinj with respect to Extended Coverage Products sold to Customer hereunder. Impinj reserves the right to prospectively modify or withdraw its offer of Extended Coverage Products under these Terms in its sole discretion.



The following sets forth Impinj's standard limited warranty terms current as of the revision date below. Impinj reserves the right to update these terms from time to time. Any updated terms and conditions shall apply to all purchases after the revision date of the updated terms and conditions.

LIMITED HARDWARE WARRANTY AND DISCLAIMER

1. Limited Hardware Warranty. Impinj warrants to Buyer that the Impinj product hardware will substantially conform to Impinj's then-current published specifications for such product hardware. This limited warranty lasts:

- (a) 1 year from the date of shipment to Buyer for finished semiconductor products (including but not limited to chips, inlays or inlets), but in no event for more than 15 months from the date of shipment by Impinj;
- (b) 180 days from the date of shipment by Impinj for products sold in die or wafer form (excluding die adhesion claims) provided Buyer performs incoming inspections specified by Impinj; otherwise, 90 days;
- (c) 90 days from the date of shipment by Impinj for products sold in die or wafer form with respect to claims related to die adhesion on the wafer carrier tape;
- (d) 90 days from the date of shipment to Buyer for cables, power supplies, antennas and other accessories provided as part of or that work with an Impinj RFID reader product (excluding any software), but in no event for more than 6 months from the date of shipment by Impinj; and
- (e) 1 year from the date of shipment to Buyer for all other portions of an Impinj RFID reader product, but in no event for more than 15 months from the date of shipment by Impinj.

A Buyer for a finished semiconductor product and products sold in die or wafer form is defined as an OEM who purchases directly from Impinj or indirectly through an authorized Impinj distributor. A Buyer for Impinj RFID reader products and accessories is defined as an end user who purchases directly from Impinj or a reseller/OEM who purchases directly from Impinj or indirectly through an authorized Impinj distributor. The date of shipment by Impinj is set forth on the packaging material in which the Impinj product is shipped. This limited warranty extends only to Buyer, except that a reseller/OEM purchasing an Impinj RFID reader product or accessory may pass through this limited warranty to its direct end user customer of the product or accessory (with the shipment date to Buyer corresponding to the shipment date to reseller/OEM).

2. Warranty Services, Procedures and Exclusions.

2.1 If Buyer purchases an Impinj product through a third party, Buyer shall coordinate with such third party for any warranty service request from Impinj. If Buyer believes, after reasonable investigation, that an Impinj product failure is covered by the warranty above, Buyer should contact the company from which it purchased the Impinj product. Buyer shall provide sufficient information to enable Impinj support personnel to determine the cause of the failure. Impinj may require Buyer to return the Impinj product for further evaluation.

2.2 If an Impinj product is to be returned to Impinj, Buyer shall, at its expense, return the Impinj product in accordance with Impinj's instructions, including use of the Return Material Authorization (RMA) number assigned by Impinj. Impinj's obligations under this limited warranty are: (a) subject to Buyer's compliance with Impinj's then-current RMA procedures; (b) subject to Buyer's written notice to Impinj's of a warranty claim during the applicable warranty period; and (c) limited to Impinj products that are received by Impinj no later than four weeks following the last day of the applicable warranty period and are determined by the Impinj to be covered by the warranty provided in these terms. Impinj will make the final determination as to whether an Impinj product is defective.

2.3 If Impinj determines, after an examination of the returned Impinj product, that a returned Impinj product is not defective under the warranty, then Buyer will be notified, the Impinj product will be returned at Buyer's expense and Buyer will pay for Impinj for its examination and/or testing of by Impinj at its rates then in effect. Impinj may offer out-of-warranty repair services for Impinj products at rates then in effect.

2.4 If Impinj reasonably confirms that an Impinj product is defective under the warranty and not covered by the exclusions below, then Impinj shall, at its option and expense and in accordance with these terms, either: (a) repair the Impinj product; (b) replace the Impinj product; or (c) issue a credit or refund for the amount paid by Buyer for the Impinj product. If Impinj elects to repair or replace an Impinj product, Impinj will have a reasonable time to repair the Impinj product or provide a replacement. Impinj shall also issue a credit or refund for Buyer's reasonable shipping expenses actually incurred to return the defective Impinj product to Impinj. Overnight shipping charges shall not be reimbursed unless expressly approved by Impinj at time of RMA authorization.

2.5 All Impinj products or hardware components repaired or replaced under warranty shall be warranted for the remainder of the warranty period or 90 days (or 14 days with respect to die adhesion claims for Impinj products sold in die or wafer form), whichever is greater. Repaired or replaced Impinj products may contain used or refurbished parts.

2.6 The warranty and remedies set forth in these terms shall not apply to: (a) software, firmware, or non-hardware related problems; (b) products that are as prototype, experimental, samples, risk, or beta or sold "as is"; (c) alterations, repairs or modifications of, or additions to, Impinj products made by parties other than Impinj; (d) use of Impinj products in a manner for which they were not designed or other than as specified in the applicable technical specifications; (e) the combination, use, or interconnection of the Impinj products with accessories not provided by Impinj; (f) abnormal usage or misuse of the Impinj products, including, but not limited to, accident, electrical stress, fire, water damage, earthquake, lightning, other acts of nature, and other causes external to the Impinj products; (g) installation or maintenance of wiring, circuits, electrical conduits, or devices external to the Impinj products; (h) failure to provide and continually maintain adequate electrical power, air conditioning, and humidity controls in accordance with Impinj product requirements; (i) failure to follow any other instructions provided by Impinj, including, without limitation, any handling, storing, testing, installation, processing and operating instructions; (j) reseller's or a third party's negligence or defects that are caused or introduced by any entity other than Impinj; or (k) Impinj products sold through unauthorized sales channels.

2.7 This Section 2 sets forth Buyer's exclusive remedy, and Impinj's entire liability in contract, tort, or otherwise for any breach of warranty for any Impinj product sold by Impinj to Buyer.

3. DISCLAIMER.

Buyer understands that semiconductor products in die or wafer form are highly sensitive to environmental conditions and assumes all responsibility for the proper handling, storage, testing, installation, assembly, operation, maintenance and quality control of such die or wafer products.

Testing and quality control techniques are used to the extent that Impinj deems necessary. Impinj does not necessarily test all parameters of each Impinj product.

Buyer agrees to thoroughly test its finished products that integrate Impinj products prior to the sales of such finished products. In addition, Impinj shall have no liability to Buyer to the extent such failure is caused by incompatibility with other components used by Buyer.

Impinj may provide technical, applications or design advice, quality characterization, reliability data or other services. Impinj agrees that providing these services will not expand or otherwise alter Impinj's limited warranty, as set forth in these terms.

EXCEPT FOR THE EXPRESS LIMITED WARRANTY PROVIDED ABOVE, IMPINJ MAKES NO ADDITIONAL REPRESENTATION OR WARRANTY OF ANY KIND WHETHER EXPRESS, IMPLIED (EITHER IN FACT OR BY OPERATION OF LAW), OR STATUTORY, AS TO ANY MATTER WHATSOEVER. IMPINJ EXPRESSLY DISCLAIMS ALL IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, QUALITY, ACCURACY, NON-INFRINGEMENT, ANY ARISING IN THE COURSE OF PERFORMANCE, DEALING, USAGE OR TRADE, AND ANY AGAINST INTERFERENCE WITH THE ENJOYMENT OF THE IMPINJ PRODUCTS. IMPINJ DOES NOT WARRANT THAT THE IMPINJ PRODUCTS WILL MEET BUYER'S REQUIREMENTS, ARE ERROR-FREE OR THAT OPERATION OF THE IMPINJ PRODUCTS SHALL BE SECURE OR UNINTERRUPTED. IMPINJ EXERCISES NO CONTROL OVER AND EXPRESSLY DISCLAIMS ANY LIABILITY ARISING OUT OF OR BASED ON END USERS' USE OF THE IMPINJ PRODUCTS. IMPINJ SHALL NOT BE LIABLE FOR ANY INCIDENTAL OR CONSEQUENTIAL DAMAGES, INCLUDING IF BUYER'S REMEDY SET FORTH IN SECTION 2 SHALL FAIL OF ITS ESSENTIAL PURPOSE. BUYER SHALL NOT HAVE THE RIGHT TO MAKE OR PASS ON ANY REPRESENTATION OR WARRANTY ON BEHALF OF IMPINJ TO ANY THIRD PARTY, EXCEPT AS EXPRESSLY SPECIFIED IN THESE TERMS.



Appendix B

FIRMWARE MAINTENANCE RELEASE POLICY

OVERVIEW:

Impinj, Inc. (“Impinj”) offers firmware maintenance for Impinj Reader Products in accordance with the terms and conditions of this firmware maintenance release policy (“**Firmware Maintenance Release Policy**”).

All Impinj Reader Products include, at no additional cost, Impinj’s standard limited warranty (“**Standard Limited Warranty**”), which applies for one year from the date of shipment to buyer of the applicable Impinj Reader Product, but in no event more than fifteen months from the date of shipment by Impinj (“**Standard Warranty Period**”).

For an additional fee, Reseller (for itself or on behalf of an End User) may elect to purchase from authorized distributors of Impinj products (a) an extension of Impinj’s standard limited warranty (“**Extended Limited Warranty**”) or (b) an extension of access only to Impinj’s firmware maintenance releases (“**Extended Firmware Maintenance**”), in one-, two-, or three-year increments to apply following the date on which the Standard Warranty Period would otherwise have expired (as applicable, the “**Extended Coverage Period**”).

During the Standard Warranty Period or, if purchased, the Extended Coverage Period (the “**Applicable Coverage Period**”), Impinj offers access to all Firmware Maintenance Releases (as defined below) released by Impinj during such Applicable Coverage Period for use with Maintained Units (as defined below).

1. Definitions.

“**Firmware**” means any firmware or software that is embedded or preinstalled on an Impinj Reader Product as factory-configured by or on behalf of Impinj at the time of shipment. Firmware excludes any application software or software hosted on hardware interfacing to an Impinj Reader Product.

“**Firmware Maintenance Release**” means a set of related or unrelated improvements, bug fixes, and error corrections applicable to the Firmware on an Impinj Reader Product that is (a) designated by Impinj as a ‘Firmware Maintenance Release’ for such Impinj Reader Product, (b) included going forward as part of the standard Firmware on such Impinj Reader Product as factory-configured, and (c) delivered by Impinj to Resellers (for itself or on behalf of End Users) with a then-current paid-up maintenance/support contract for the applicable Impinj Reader Product. A Firmware Maintenance Release does not include maintenance of any application software that may reside on an Impinj Reader Product or may be hosted on hardware interfacing to an Impinj Reader Product. Impinj reserves the right to price and sell any additional firmware, functions or improvements as a separate product.

“**Impinj Reader Product**” means any Impinj RFID reader, writer or interrogator product, including Impinj Speedway Products and Impinj Gateway Products.

“**Maintained Unit**” means any specific unit of an Impinj Reader Product, as identified by its serial number, in its Standard Warranty Period or, if Reseller has properly elected and paid for an Extended Limited Warranty or Extended Firmware Maintenance, in its Extended Coverage Period.

2. Firmware Maintenance Releases.

(a) Provision. At any time that Reseller or End User has a Maintained Unit, Impinj will make available to Reseller (and Reseller will make available to End Users) any Firmware Maintenance Release, if and when available, as released by Impinj from time to time at its discretion. By accepting a Firmware Maintenance Release, Reseller and End User acknowledge that such Firmware Maintenance Release is authorized to be installed and used only on Maintained Units. Installation or use of any Firmware Maintenance Release on any other product will be a material breach of the Reseller Agreement and the EULA applicable to the Firmware, and will void any further warranty obligations of Impinj with respect to the Maintained Units for which the Firmware Maintenance Release was intended.

(b) License. Firmware Maintenance Releases will be deemed included as part of the applicable Firmware and all access and use of Firmware Maintenance Releases will be subject to the same license terms as for such Firmware, unless a separate EULA is provided by Impinj with any such Firmware Maintenance Release. In such a case, the license terms for the Firmware Maintenance Release will be under the terms of the separate EULA.

3. Exclusions. Impinj will have no obligation under this Firmware Maintenance Release Policy for any failure resulting or arising from: (i) software, firmware, or non-hardware related problems or products marked as “prototype,” “sample,” “risk,” or “beta” or sold “as is”; (ii) alterations, repairs or modifications of, or additions to, Impinj Reader Products made by parties other than Impinj; (iii) use of Impinj Reader Products in a manner for which they were not designed or other than as specified in the applicable technical specifications; (iv) the combination, use, or interconnection of the Impinj Reader Products with accessories not meeting the specifications set forth in the applicable Impinj Reader Product datasheet, including operation with third party additions; (v) abnormal usage or misuse of the Impinj Reader Products, including, but not limited to, accident, electrical stress, fire, water damage, earthquake, lightning, other acts of nature, and other causes external to the Impinj Reader Products; (vi) installation or maintenance of wiring, circuits, electrical conduits, or devices external to the Impinj Reader Products; (vii) failure to provide and continually maintain adequate electrical power, air conditioning, and humidity controls in accordance with Impinj Reader Product requirements; (viii) failure to follow any other instructions provided by Impinj, including, without limitation, any handling, storing, testing, installation and operating instructions; (ix) any use of software application programs residing on Impinj Reader Products or hosted on hardware interfacing with Impinj Reader Products; (x) interconnection of any Impinj Reader Products with third party software or hardware not supplied by Impinj; (xi) Reseller’s, an End User’s or a third party’s negligence, breach of agreements or terms applicable to Impinj Reader Products; or (xii) or defects that are caused or introduced by any entity other than by or on behalf of Impinj.

4. Additional Offerings. Any additional software, maintenance or support offerings related to Impinj Reader Products provided by Impinj will be subject to Impinj’s terms and conditions (including pricing) governing such additional software, maintenance or support.