

**EXHIBIT E**  
**HALIO, INC.**  
**STANDARD LIMITED WARRANTY**

1. **Limited Warranty.** Subject to the other terms, conditions, limitations and exclusions set forth in this standard limited warranty agreement (“Limited Warranty”), Halio, Inc., a Delaware corporation, and its subsidiaries and affiliates (“Halio”), warrants that the listed products (the “Products”) manufactured by Halio will conform to the following warranties during the applicable warranty period set forth below (“Warranty Period”):

Product	Applicable Warranty	Warranty Period from the Date of Shipment
Halio EC Device	Halio warrants that this Product will maintain the Dynamic Range of the Halio Solution as integrated in the chosen IGU composition within 1 percentage point of the low T <sub>vis</sub> (dark state) tint level and within 5 percentage points of the high T <sub>vis</sub> (clear state) tint level.*	10 years
Halio EC Lite	Halio warrants its laminated glass against defective materials or workmanship that results in delamination.  Halio warrants its coated glass against defective materials or workmanship which could result in peeling, cracking or deterioration in the metallic coating greater than 1/8 inch into the viewing area under normal conditions.  Halio warrants its tempered and heat strengthened glass to meet the requirements of ASTM C1048.	10 years
Halio System Components (Halio Designed Electronics, System Gateway, Glare Control Sensor System (GCSS), Halio Component Cabinets and Doors) (“ <u>System Components</u> ”)	Halio warrants that Halio’s System Components will be free from defects in material and workmanship and perform in accordance with its specifications.	5 years

\* Dynamic Range is defined as the tinting range between the clear state and the dark state of the Halio Solution. The Dynamic Range for the chosen IGU or LGU composition will be modeled by Halio on a project by project basis and will be documented on the Sales Order.

THE FOREGOING WARRANTIES ARE IN LIEU OF ALL OTHER WARRANTIES, EXPRESSED OR IMPLIED, INCLUDING, WITHOUT LIMITATION, THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. Some states do not allow limitations on how long an implied warranty lasts, so the above limitation may not apply to you.

2. **Warranty Remedy.** If a Halio Product fails to conform to the Applicable Warranties set forth above within the applicable Warranty Period and written notice of such nonconformity is provided to Halio promptly after such discovery and within the Warranty Period, then, upon return of the defective Products to Halio in accordance with Halio’s instructions and the reasonable determination by Halio that the Products do not conform to the Applicable Warranty, Halio will, at Halio’s option and sole discretion, either (a) repair or replace the Products or nonconforming portion thereof at Halio’s own expense or (b) refund the portion of the purchase price applicable to the nonconforming portion of the Products. If Halio elects to replace the defective Products, Halio will not be liable for any other expenses, including but not limited to, removal of the defective Product, installation of the replacement Products, any labor, materials, and/or any other damages. If, after such remedy, the Products or nonconforming portion thereof repaired or replaced fails to conform to the foregoing Applicable Warranty, and written notice of such nonconformity is provided to Halio promptly after discovery and within the original Warranty Period applicable to the original

Products or 30 days from completion of such repair or replacement, whichever is later, Halio will repair or replace at Halio's option such Products or the nonconforming portion thereof. The original Warranty Period shall not otherwise be extended. Written notice of warranty claims must be addressed to: Attn: Warranty Claims, Halio, Inc., 3955 Trust Way, Hayward, CA 94545.

THE REMEDIES DESCRIBED ABOVE CONSTITUTE THE SOLE AND EXCLUSIVE REMEDIES AND HALIO'S ENTIRE LIABILITY FOR ANY BREACH OF THIS LIMITED WARRANTY. HALIO'S LIABILITY SHALL UNDER NO CIRCUMSTANCES EXCEED THE ACTUAL AMOUNT PAID BY BUYER FOR THE DEFECTIVE PRODUCT, NOR SHALL HALIO UNDER ANY CIRCUMSTANCES BE LIABLE FOR ANY CONSEQUENTIAL, INCIDENTAL, SPECIAL OR PUNITIVE DAMAGES, WHETHER DIRECT OR INDIRECT. SOME STATES DO NOT ALLOW THE EXCLUSION OR LIMITATION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES SO THE ABOVE LIMITATION OR EXCLUSION MAY NOT APPLY TO YOU.

3. **Software.** The Software consists of the executable, embedded or cloud-based software that is supplied by Halio with the original System Components solely to control the operation of such Components and provide data on the operation of such Components. The Software is provided and updated based on connectivity of the Halio System to the Halio Cloud. Halio supplies the Software on an "as-is" basis without any warranty of any kind (either express or implied) and the Software is not covered by this Limited Warranty. The Software provided by Halio shall remain the property of Halio or the licensor at all times. Licensee shall at all times comply with terms and conditions of the license imposed by Halio or the licensor.

4. **Other Limitations and Exclusions.** Halio's obligation and liability under this Limited Warranty shall not include the cost of providing working access to the nonconforming Products, including disassembly and re-assembly of non-Halio supplied products, or for transportation to or from any repair facility. Halio shall have no obligation with respect to any Products that (i) have been improperly stored, transported, installed, maintained, repaired or altered; (ii) have been subjected to misuse, negligence, neglect, accident or other actions or events beyond Halio's reasonable control; (iii) have been used in a manner contrary to Halio's instructions or the design of the Product or (iv) are comprised of materials provided by or a design specified by others. No one is authorized to modify or expand this Limited Warranty (except Halio itself by way of a written adjustment to this document duly signed by an authorized representative of Halio).

5. **Third Party Products.** Products, including any parts, manufactured by a third party ("Third Party Product") may constitute, contain, be contained in, incorporated into, attached to or packaged together with, the Products. Third Party Products include, but are not limited to, frames, cables, profiles or façade, non-Halio designed system components; international drivers and power cabinets; and batteries. Third Party Products are not covered by this Limited Warranty. For the avoidance of doubt, HALIO MAKES NO REPRESENTATIONS OR WARRANTIES, EXPRESSED OR IMPLIED, INCLUDING, WITHOUT LIMITATION, THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE WITH RESPECT TO ANY THIRD PARTY PRODUCT.