



INNOVOLT™

powering performance

POWER PROTECTOR PP15/PP20

POWER PROTECTION APPLIANCE

Our appliances are proven to lower service costs, improve reliability and increase the usable life of electronic equipment—saving customers millions of dollars per year.

INNOVOLT'S USER MANUAL
TERMS & CONDITIONS FOR ACCEPTANCE & USE OF THE ENCLOSED PRODUCT

PLEASE READ THIS AGREEMENT AND MANUAL BEFORE USING THE PRODUCT, AS IT CONTAINS IMPORTANT SAFETY INFORMATION.

Acceptance or use of the product is subject to the terms included herein. To the extent you do not agree with the terms and conditions, you must immediately return (within five days of receipt) the product to Innovolt by following the RMA process outlined on the back of this document. This product is only approved for use in the United States and Canada. Do not use this product outside of those territories. U.S. and foreign patents apply to this product. For details please visit: www.innovolt.com/patents.



CAUTION: To Reduce The Risk of Electric Shock Use Indoors Only. Use only in Dry Locations.
Hazardous Voltage. Will cause death or serious injury.
Tensión peligrosa. Puede causar la muerte o lesiones graves.
Tension danereuse. Danger de mort ou risque de blessures graves.

INSTALLATION:

- Caution: the Innovolt Device is intended for indoor use in dry conditions.
- Plug the INPUT CORD into a 3-prong grounded outlet.
- Check to see that the GND LED is illuminated green. This confirms that the ground circuit is OK. If the GND LED is glowing red, it indicates a faulty or nonexistent ground circuit. This must be corrected prior to using the Innovolt Device as it is only intended for use in facilities that are wired to the applicable Electric Code(s).
- The PWR/DATA LED will glow green to indicate that the Innovolt Device unit is operational and ready for use.
- Plug the power cord from your electrical equipment into the Innovolt Device.

RJ11/RJ45 CONNECTION:

If you intend to use your Innovolt Device to protect RJ11/RJ45 connected equipment, pass the RJ11/RJ45 line(s) through the jacks on the Innovolt Device as illustrated. Connect the RJ11/RJ45 line(s) from your wall outlet to the INPUT jack on the Innovolt device. Connect the RJ11/RJ45 line(s) from the equipment you intend to protect into the OUTPUT jack on the Innovolt device.



NOTICE:

This Innovolt Device features internal protection for the Line-Neutral surge protection component that will permanently disconnect the power to the load at the end of its useful life indicating that the Innovolt Device needs to be replaced. This Innovolt Device also features internal protection for the Line-Ground and Neutral-Ground surge protection components that will disconnect these components at the end of their useful life but will maintain power to the load without L-G and N-G protection.

This Innovolt Device complies with UL1449 3rd Edition, UL1363, UL497A, UL497B and UL1283 5th Edition.

LIMITED WARRANTY:

INNOVOLT warrants its products to be free from defects in materials and workmanship under normal use and service for the lifetime of the product. This warranty is not transferable. INNOVOLT's obligation under this warranty is limited to repairing or replacing, at its sole option, any such defective products. To obtain service under warranty you must obtain a Returned Material Authorization (RMA) number from INNOVOLT or an INNOVOLT Service center with transportation charges prepaid and must be accompanied by a brief description of the problem and proof of date and place of purchase. This warranty applies only to original purchase. INNOVOLT's obligation under this warranty at all times will be limited to the purchase price paid for the INNOVOLT product or the replacement cost of the INNOVOLT product at the company's discretion. Please refer to the detailed explanation of the limited warranty terms and conditions at innovolt.com/support.

INDICATIONS:



PWR/DATA:

GREEN LED ON

- AC line voltage within normal limits
- Optical Data download possible with Power Doctor optical reader (sold separately)

OV / UV:

- RED LED ON: Voltage is outside of safe limits and load is disconnected
- RED LED FLASHING: Event recovered

GND:

- GREEN LED ON: Ground connection at outlet OK
- RED LED ON: Ground connection at outlet faulty. Repair per applicable electric code.

VOLTAGE SURGE:

- RED LED FLASHING: Voltage surge has occurred

CURRENT SURGE:

- RED LED FLASHING: Current surge has occurred

Caution: risk of Electric Shock. Do not plug into another relocatable power tap. Do not install this device if there is not at least 10 meters (30 feet) or more of wire between the electrical outlet and the electrical service panel.

SPECIFICATIONS:

TEL / DATA:

PARAMETER	TEL	DATA
Connector	RJ11	RJ45 (CAT5E)
Clamping Voltage	230 Vac - 250Vac	5 Vac - 15 Vac
Protected Lines	L1 - G / L2 - G	ALL

ELECTRICAL:

PARAMETER	PM15	PM20
Nominal Operating Voltage	120 Vac, 60 Hz	
Over Voltage Limit	> 145 Vac	
Under Voltage Limit	< 90 Vac	
Maximum Continuous Current	15A	20A
Voltage Surge per UL 1449	3000 Joules	
	500 Vac L-N	
	800 Vac L-G	
	800 Vac N-G	
Current Surge Limit	< 15A	< 20A

INSTALACIÓN:

- Advertencia: el dispositivo Innovolt está previsto para ser usado en ambientes cerrados y en condiciones secas.
- Conecte el CABLE DE ALIMENTACIÓN a un tomacorriente con toma de tierra (tomacorriente de tres entradas).
- Compruebe que el indicador LED GND esté encendido y se ilumine de color verde. Esto significa que el circuito de tierra está bien. Si el indicador LED GND se ilumina de color rojo, esto significa que el circuito de tierra es defectuoso o que no existe tal circuito. Esta situación debe corregirse antes de usar el dispositivo Innovolt, ya que éste fue diseñado para ser usado únicamente en lugares cuya instalación eléctrica se haya hecho conforme a las normas del código eléctrico aplicable.
- El indicador LED PWR/DATA se iluminará de color verde para indicar que el dispositivo Innovolt se encuentra operativo y listo para ser usado.
- Conecte el cable de alimentación de su equipo eléctrico al dispositivo Innovolt.

CONEXIÓN DEL RJ11/RJ45:

Si tiene previsto usar su dispositivo Innovolt para proteger equipos conectados a un RJ11/RJ45, pase la línea del RJ11/RJ45 por los conectores del dispositivo Innovolt que se muestra en la ilustración. Conecte la línea del RJ11/RJ45 que viene de la toma en la pared al conector de entrada (INPUT) del dispositivo Innovolt. Conecte la línea del RJ11/RJ45 que sale del equipo que desea proteger al conector de salida (OUTPUT) del dispositivo Innovolt.



AVISO:

Este dispositivo Innovolt viene provisto de una función de protección interna para el componente de protección contra picos entre la línea y el neutro, que desconectará permanentemente el suministro de potencia a la carga cuando termine su vida útil para indicar que es necesario cambiar el dispositivo Innovolt. Este dispositivo Innovolt también viene provisto de una función de protección interna para los componentes de protección contra picos entre la línea y tierra y entre el neutro y tierra, que desconectará estos componentes cuando termine su vida útil; sin embargo, el dispositivo seguirá suministrando potencia a la carga, aunque sin protección entre la línea y tierra y entre el neutro y tierra.

Este dispositivo Innovolt cumple los estándares UL1449 3era edición, UL1363, UL497A, UL497B y UL1283 5ta edición.

GARANTÍA LIMITADA:

INNOVOLT garantiza sus productos contra defectos de material y mano de obra por el tiempo que dure la vida útil del producto en condiciones normales de uso y mantenimiento. Esta garantía es intransferible. La responsabilidad de INNOVOLT en virtud de esta garantía se limita a la reparación o sustitución, a su exclusiva discreción, del producto defectuoso. Para obtener servicio bajo esta garantía, deberá obtener de INNOVOLT o de un centro de servicio INNOVOLT un Número de Autorización de Devolución (RMA, por sus siglas en inglés) que incluya los datos del flete prepago y deberá estar acompañado de una breve descripción del problema y un comprobante donde aparezcan indicados la fecha y el lugar donde realizó su compra. Esta garantía es válida únicamente para la compra original. La responsabilidad de INNOVOLT en virtud de esta garantía en todo caso se limitará al precio de compra pagado por el producto INNOVOLT o al costo de reposición del producto INNOVOLT a discreción de la empresa. Consulte la explicación detallada de los términos y condiciones de la garantía limitada en innovolt.com/support.

INDICATIONS:



PWR/DATA:

LED VERDE ENCENDIDO

- Tensión de la línea CA dentro de los umbrales normales
- Es posible descargar datos ópticos usando un lector de fluctuaciones de tensión óptico (se vende aparte)

OV / UV:

- LED ROJO ENCENDIDO: La tensión se encuentra fuera de los umbrales seguros y la carga se encuentra desconectada
- LED ROJO PARPADEANTE: Normalidad recuperada tras un evento

GND:

- LED VERDE ENCENDIDO: La conexión a tierra en el tomacorriente está bien
- LED ROJO ENCENDIDO: La conexión a tierra en el tomacorriente está defectuosa. Repare la conexión a tierra conforme a las normas del código eléctrico aplicable.

PICO DE TENSIÓN:

- LED ROJO PARPADEANTE: Ha ocurrido un pico de tensión.

PICO DE CORRIENTE:

- LED ROJO PARPADEANTE: Ha ocurrido un pico de corriente

Advertencia: riesgo de electrocución. No conecte a otro enchufe múltiple. No instale este dispositivo si no hay por lo menos 10 metros (30 pies) de tendido eléctrico entre el enchufe de la pared y el tablero de control eléctrico (caja de breakers)

ESPECIFICACIONES:

TELÉFONO / DATOS:

PARÁMETRO	TELÉFONO	DATOS
Conector	RJ11	RJ45 (CAT5E)
Tensión residual	230 Vac - 250Vac	5 Vac - 15 Vac
Líneas protegidas	L1 - G / L2 - G	TODAS

ELÉCTRICAS:

PARÁMETRO	PM15	PM20
Tensión de operación nominal	120 Vac, 60 Hz	
Límite de sobretensión	> 145 Vac	
Límite de subtensión	< 90 Vac	
Máxima corriente continua	15A	20A
Pico de tensión conforme a UL 1449	3000 Julios	
	500 Vac L-N	
	800 Vac L-G	
	800 Vac N-G	
Límite del pico de corriente	< 15A	< 20A

INSTALLATION:

- Avertissement : le dispositif Innovolt est destiné à une utilisation en intérieur, dans un emplacement sec.
- Branchez le cordon d'entrée sur une prise à 3 broches avec mise à la masse.
- Vérifiez que la DEL de masse s'allume en vert. Ceci confirme que le circuit de mise à la masse fonctionne correctement. Si la DEL à la masse est éteinte, cela indique un circuit de mise à la masse défectueux ou inexistant. Cela doit être corrigé préalablement à toute utilisation du dispositif Innovolt, car celui-ci doit uniquement être utilisé dans des installations câblées selon le ou les codes de l'électricité applicables.
- La DEL d'alimentation / de données s'allumera en vert pour indiquer que l'unité du dispositif Innovolt est fonctionnelle et prête à l'emploi.



BRANCHEMENT AVEC UN CONNECTEUR RJ11 OU RJ45:

Si vous avez l'intention d'utiliser un dispositif Innovolt afin de protéger un équipement doté d'un connecteur RJ11 ou RJ45, effectuez le branchement du câble du RJ11 ou du RJ45 sur la prise du dispositif Innovolt, comme illustré. Branchez le câble du RJ11 ou du RJ45, relié à la prise murale, sur la prise d'entrée (INPUT) du dispositif Innovolt. Branchez le câble du RJ11 ou du RJ45 de l'équipement que vous prévoyez de protéger sur la prise de sortie (OUTPUT) du dispositif Innovolt.

AVIS:

Ce dispositif Innovolt comporte une protection interne des composants protecteurs contre les surtensions entre phase et neutre, qui déconnectera de façon permanente l'alimentation vers les appareils branchés à la fin de sa durée de vie utile, indiquant que le dispositif Innovolt doit être remplacé. Ce dispositif Innovolt comporte une protection interne des composants protecteurs contre les surtensions entre phase et masse et entre neutre et masse, qui déconnectera ces composants à la fin de leur durée de vie utile. Il maintiendra toutefois l'alimentation vers les appareils branchés, qui ne bénéficieront alors plus des protections L-G et N-G.

Ce dispositif Innovolt est conforme à UL1449 (3ème édition), à UL1363, à UL497A, à UL497B et UL1283 (5ème édition).

GARANTIE LIMITÉE:

INNOVOLT garantit que ses produits sont exempts de vice de matériau et de fabrication, dans des conditions normales d'utilisation et de service pendant la durée de vie du produit. La présente garantie n'est pas transférables. Aux termes de la présente garantie, l'obligation d'INNOVOLT est limitée à la réparation ou au remplacement, à sa seule appréciation, de tels produits défectueux. Pour obtenir une réparation sous garantie, vous devez vous procurer un numéro d'autorisation de renvoi de marchandise (RMA) auprès d'INNOVOLT ou d'un centre d'assistance INNOVOLT, les frais de transport devant être payés à l'avance. Le produit renvoyé doit être accompagné d'une brève description du problème et de la preuve de la date et du lieu d'achat. La présente garantie s'applique uniquement à l'achat initial. Aux termes de la présente garantie, l'obligation d'INNOVOLT sera en permanence limitée au prix d'achat réglé pour le produit INNOVOLT ou au coût de remplacement du produit INNOVOLT, ce à l'appréciation de la société. Veuillez consulter les explications détaillées des modalités de la garantie limitée sur innovolt.com/support.

INDICATIONS:



ALIMENTATION/DONNÉES:

DEL VERTE ALLUMÉE

- Tension de ligne à courant alternatif dans les limites normales
- Téléchargement possible des données optiques avec Power Doctor optical reader (vendu séparément)

SURTENSION / SOUS-TENSION:

- DEL ROUGE ALLUMÉE: La tension se situe hors des limites de sécurité et la charge est déconnectée
- DEL ROUGE CLIGNOTANT: Récupération après événement

MASSE:

- DEL VERTE ALLUMÉE: branchement à la masse correct au niveau de la prise
- DEL ROUGE ALLUMÉE: branchement à la masse défaillant au niveau de la prise. Effectuez les réparations conformément au code électrique applicable.

SURTENSION :

- DEL ROUGE CLIGNOTANT: Une surtension s'est produite

SURCHARGES DE COURANT:

- DEL ROUGE CLIGNOTANT: Une surcharge de courant s'est produite

Avertissement : risque de choc électrique. Ne procédez à aucun branchement sur une autre prise électrique amovible. N'installez pas ce dispositif si vous ne disposez pas d'au moins 10 mètres (30 pieds) de câble entre la prise électrique et le panneau d'entrée d'électricité.

CARACTÉRISTIQUES:

TÉL. / DONNÉES:

PARAMÈTRES	TÉL	DONNÉES
Connecteur	RJ11	RJ45 (CAT5E)
Tension de blocage	230 Vac - 250Vac	5 Vac - 15 Vac
Lignes protégées	L1 - G / L2 - G	Toutes

ÉLECTRIQUES:

PARAMÈTRES	PM15	PM20
Tension nominale de fonctionnement	120 Vac, 60 Hz	
Au-dessus de la limite de tension	> 145 Vac	
Au-dessous de la limite de tension	< 90 Vac	
Courant continu maximum	15A	20A
Surtension selon UL 1449	3000 Joules	
	500 Vac L-N	
	800 Vac L-G	
	800 Vac N-G	
Limite de surcharge de courant	< 15A	< 20A

Innovolt End-User Terms & Conditions:

Innovolt provides a Limited Warranty to its End-Customers through its Distributors, Resellers, and Direct Enterprise Customers (“Pass Through Warranty”). To the extent you do not have or have misplaced your warranty information, please contact the entity from whom you purchased the Innovolt products. If you do not have Innovolt terms and conditions for the product purchased from the distributor, reseller, or other entity, the terms and conditions for use and acceptance of the product are found below. By placing your order or using the Product, you accept and are bound to the Innovolt Terms and Conditions of Sale.

(1) LIMITED WARRANTY

Innovolt, Inc. (“INNOVOLT” or “Us”) warrants to the end-user of the Device that such Devices, when used normally in accordance with the published guidelines, are free of defects in design, assembly, material and workmanship for the Warranty Period (the “Warranty”). For all returned Devices that are not faulty or failing, Purchaser shall reimburse Innovolt for all costs and expenses related to delivery and testing of the alleged faulty or failing product during the Warranty Period. The Devices are not for use with aquariums, on any water-related products, and should be used for their intended design, indoors and in dry locations. This Warranty is valid for the original purchaser of the INNOVOLT Devices, or for the end-purchaser of such Device when sold through distribution channels. INNOVOLT will repair or replace, at its option, any defective Device returned to us free of charge during the Warranty Period. The Warranty Period is one (1) year from shipment of the Product. Additional warranty coverage may be purchased if desired. The end-The Devices and the equipment connected to the Device must be registered with Innovolt in order for it to be protected by this Warranty. You can conveniently register your Device and equipment on-line on our website www.innovolt.com/support. Registration must be done within ninety (90) days of purchase. You must register your Device on www.innovolt.com/support. In addition and so long as the MOV's are not damaged, INNOVOLT will also repair or replace, at its option, equipment which is damaged by one of the five major power grid disturbances - Under-voltage, Over-voltage, Voltage Sag/Current Inrush, Brownout, Voltage Spike/Surge, as demonstrated on the Device (an “Occurrence”) - while properly connected through a Device to a properly wired AC power line with protective ground. If the MOV –Damaged light has come on, this device will disconnect the surge protective component at the end of its useful life but will maintain power to the load - now unprotected. If this should occur, the LCD will read “MOV: Damaged”. Please contact Innovolt (www.innovolt.com) immediately for instructions on obtaining a replacement device as it will not now fully protect against surges. If your equipment is not properly connected to the Innovolt Device or the MOV- Damaged light is on, and an Occurrence damages your equipment, INNOVOLT shall not be obligated to repair or replace your equipment. INNOVOLT's obligation to repair or replace such damaged equipment is limited to an amount equal to the fair market value of the equipment or the original purchase price of the equipment, whichever is less, up to the maximum amount of \$5,000. The fair market value of the equipment shall be the current value of the equipment specified in the most recent edition of the Orion Blue Book by Orion Research Corporation, Roger Rohrs Publisher. If INNOVOLT determines, in its sole discretion, that it is impractical to ship the damaged equipment to INNOVOLT, INNOVOLT may designate, in its sole discretion, an equipment repair facility to inspect and estimate the cost to repair such equipment. The cost, if any, of (i) shipping the equipment to and from such repair facility and (ii) of such repair shall be borne solely by the Purchaser. Damaged equipment must remain available for inspection until the claim is finalized. When claims are settled, INNOVOLT reserves the right to be subrogated under any existing insurance policies the claimant may have.

All above warranties are null and void if:

(1) The Device in use during the Occurrence is not provided to INNOVOLT for inspection upon INNOVOLT's request at the sole expense of the purchaser, or (2) INNOVOLT determines that the Device has not been properly shipped or installed, has been altered in any way or has been tampered with or damaged, or (3) INNOVOLT determines that the damage to the Device or the connected equipment did not result from the Occurrence or that no Occurrence in fact took place, or (4) the repair or replacement of the damaged equipment is covered under a manufacturer's warranty, or (5) INNOVOLT determines that the connected equipment was not used under normal operating conditions or in accordance with the Devices' labels or instructions. Other than through the Innovolt approved distribution channels, you may not transfer this Warranty. This Warranty terminates if you sell or otherwise transfer a warranted Device to another party. **All Devices must be plugged directly into the power source and must not be “daisy-chained” together in serial fashion with other power strips or other Devices or extension cords.** A three-to two-prong adapter may not be used. Any such installation voids the Warranty. This Warranty protects against damage to properly connected equipment where INNOVOLT has determined that the damage resulted from an Occurrence, and does not protect against acts of God, flood, earthquake, war, vandalism, theft, normal-use wear and tear, erosion, depletion, obsolescence, abuse, or system equipment modification or alteration.

THIS WARRANTY IS EXCLUSIVE. NO OTHER WARRANTY OR GUARANTEE OF ANY KIND IS MADE UNLESS EXPRESSLY PROVIDED HEREIN, WE DISCLAIM ALL OTHER WARRANTIES AND GUARANTEES, EXPRESS OR IMPLIED, INCLUDING THE IMPLIED WARRANTIES OF, QUALITY MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, OTHER THAN THOSE WARRANTIES IMPLIED BY, AND INCAPABLE OF EXCLUSION UNDER, APPLICABLE LAW AND SUCH IMPLIED WARRANTIES, IF ANY, ARE LIMITED IN DURATION TO THE TERM OF THIS WARRANTY OR IF A LESSER TERM IS SPECIFIED BY APPLICABLE LAW, THEN IT SHALL BE LIMITED TO THE TERM SPECIFIED BY APPLICABLE LAW. SOME STATES OR COUNTRIES DO NOT ALLOW LIMITATIONS ON WARRANTY TYPES OR HOW LONG AN IMPLIED WARRANTY LASTS, SO THE ABOVE LIMITATIONS MAY NOT APPLY TO YOU. WE DO NOT ACCEPT LIABILITY BEYOND THE REMEDIES PROVIDED FOR IN THIS LIMITED WARRANTY. IN NO EVENT SHALL INNOVOLT BE LIABLE FOR INCIDENTAL, SPECIAL, DIRECT, INDIRECT, CONSEQUENTIAL OR MULTIPLE DAMAGES SUCH AS, BUT NOT LIMITED TO, LOST BUSINESS OR PROFITS ARISING OUT OF THE PURCHASE OR USE OF ANY INNOVOLT DEVICE, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THIS WARRANTY GIVES YOU SPECIFIC LEGAL RIGHTS, AND YOU MAY ALSO HAVE OTHER RIGHTS, WHICH MAY VARY FROM STATE TO STATE OR COUNTRY TO COUNTRY. SOME STATES DO NOT ALLOW THE EXCLUSION OR LIMITATION OF INCIDENTAL OR CONSEQUENTIAL DAMAGE, SO THE ABOVE LIMITATIONS MAY NOT APPLY TO YOU.

RMA PROCESS FOR APPLICABLE WARRANTY CLAIMS:

- (1) Submit a ticket to the Innovolt Support portal by visiting www.innovolt.com/support.
- (2) The Innovolt Support Team will forward you a copy of the Warranty Claim Form with instructions on completing the form. Attach completed form to original support ticket along with any available supporting documentation (i.e. – incident/technician's report). Innovolt will issue you an RMA for the Device and damaged parts from connected equipment within 5 business days of receiving your claim.
- (3) Innovolt will review the claim once documentation, Device, and damaged parts have been received by Innovolt.
- (4) Innovolt will test Device and parts to determine cause of damage and repair or replace at its discretion.

Please contact Innovolt with any questions regarding the claim submission process: www.innovolt.com/support

(2) PROPRIETARY RIGHTS/DATA

All right, title, and interest in the intellectual property (including all copyrights, patents, trademarks, trade secrets, and trade dress) embodied in the products, including any documentation, shall belong solely and exclusively to Innovolt or the applicable suppliers or licensors, and you shall have no rights whatsoever in any of the above, except as expressly granted in this Agreement. You may not reverse engineer, modify, remove, delete, augment, add to, publish, transmit, adapt, translate, participate in the transfer or sale of, create derivative works from, or in any way exploit any of the Products or Software, in whole or in part. In connection with product, Innovolt will obtain, receive, or collect data or information from the product, relating to the electrical power to the facility and/or related appliance where the products are located (collectively, the "Data"). Innovolt will own such Data, and, upon Customer's written request, will provide to Customer a limited, non-exclusive, royalty-free, license to use and process the Data at its location. In addition, Innovolt may aggregate and use the Data in support of Innovolt's marketing and sales activities.

(3) LIMITATION OF LIABILITY

INNOVOLT WILL NOT BE LIABLE FOR ANY INCIDENTAL, INDIRECT, PUNITIVE, SPECIAL, OR CONSEQUENTIAL DAMAGES ARISING OUT OF OR IN CONNECTION WITH THE PRODUCTS PROVIDED HEREUNDER. NEITHER PARTY SHALL HAVE LIABILITY FOR THE FOLLOWING: (1) LOSS OF REVENUE, INCOME, PROFIT, OR SAVINGS; (2) LOST OR CORRUPTED DATA OR SOFTWARE, LOSS OF USE OF A SYSTEM OR NETWORK OR THE RECOVERY OF SUCH; (3) LOSS OF BUSINESS OPPORTUNITY; (4) BUSINESS INTERRUPTION OR DOWNTIME; OR (5) INNOVOLT PRODUCTS NOT BEING AVAILABLE FOR USE. INNOVOLT'S TOTAL LIABILITY FOR ANY AND ALL CLAIMS ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT SHALL NOT EXCEED THE TOTAL AMOUNT PAID BY CUSTOMER DURING THE PRIOR 12 MONTHS OF THIS AGREEMENT FOR THE SPECIFIC PRODUCT GIVING RISE TO SUCH CLAIM(S). THESE LIMITATIONS, EXCLUSIONS, AND DISCLAIMERS SHALL APPLY TO ALL CLAIMS FOR DAMAGES, WHETHER BASED IN CONTRACT, WARRANTY, STRICT LIABILITY, NEGLIGENCE, TORT, OR OTHERWISE. THE PARTIES AGREE THAT THESE LIMITATION OF LIABILITY ARE AGREED ALLOCATIONS OF RISK CONSTITUTING IN PART THE CONSIDERATION FOR INNOVOLT'S SALE OF PRODUCTS, OR SERVICES TO CUSTOMER, AND SUCH LIMITATIONS WILL APPLY NOTWITHSTANDING THE FAILURE OF ESSENTIAL PURPOSE OF ANY LIMITED REMEDY AND EVEN IF A PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH LIABILITIES.

(4) OTHER IMPORTANT TERMS

- a. Indemnification.** Innovolt shall defend and indemnify you against any third-party claim or action that the Products or Software delivered pursuant to this Agreement infringe or misappropriate that third party's U.S. patent, copyright, trade secret, or other intellectual property rights ("Indemnified Claims"). In addition, if Innovolt receives prompt notice of an Indemnified Claim that, in Innovolt's reasonable opinion, is likely to result in an adverse ruling, then Innovolt shall at its option, (1) obtain a right for you to continue using such Products or Software; (2) modify such Products or Software to make them non-infringing; (3) replace such Products or Software with a non-infringing equivalent; or (4) or provide a reasonable depreciated or pro rata refund for the allegedly infringing Product or Software. Notwithstanding the foregoing, Innovolt shall have no obligation under this Section for any claim resulting or arising from (1) modifications of the Products or Software that were not performed by or on behalf of Innovolt; (2) the combination, operation, or use of the Products or Software in connection with a third-party product, software, or service (the combination of which causes the claimed infringement); or (3) Innovolt's compliance with your written specifications or directions, including the incorporation of any materials or processes provided by or requested by you. Innovolt's duty to indemnify and defend under this Section is contingent upon: (x) Innovolt receiving prompt written notice of the third-party claim or action for which Innovolt must indemnify Customer, (y) Innovolt having the right to solely control the defense and resolution of such claim or action, and (z) your cooperation with Innovolt in defending and resolving such claim or action. This Section states Customer's exclusive remedies for any third-party intellectual property claim or action, and nothing in this Agreement or elsewhere will obligate Innovolt to provide any greater indemnity to Customer. ALL OTHER INDEMNITIES ARE DISCLAIMED. You shall defend and indemnify Innovolt against any third-party claim or action arising out of your breach of Innovolt's proprietary rights as stated in this Agreement. Each party shall defend and indemnify the other party against any third-party claim or action for personal bodily injury, including death, to the extent directly caused by the indemnifying party's gross negligence or willful misconduct in the course of performing its obligations under this Agreement.
- b. U.S. Government Restricted Rights.** The documentation provided with the Products and Software are "commercial items" as that term is defined at 48 C.F.R. 2.101, consisting of "commercial computer software" and "commercial computer software documentation" as such terms are used in 48 C.F.R. 12.212. Consistent with 48 C.F.R. 12.212 and 48 C.F.R. 227.7202-1 through 227.7202-4, all U.S. Government end-users acquire the documentation with only those rights set forth herein.
- c. Governing Law.** This Agreement AND ANY CLAIM, DISPUTE, OR CONTROVERSY (WHETHER IN CONTRACT, TORT, OR OTHERWISE, INCLUDING STATUTORY, CONSUMER PROTECTION, COMMON LAW, INTENTIONAL TORT AND EQUITABLE CLAIMS) BETWEEN CUSTOMER AND INNOVOLT, including their affiliates, contractors, and agents, and each of their respective employees, directors, and officers arising from or relating to this Agreement, its interpretation, or the breach, termination or validity thereof, the relationships which result from this Agreement (including, to the full extent permitted by applicable law, relationships with third parties who are not signatories to this Agreement), Innovolt's advertising, or any related purchase (a "Dispute") shall be governed by the laws of the State of Georgia, without regard to conflicts of law. The parties agree that the UN Convention for the International Sale of Goods will have no force or effect on this Agreement.
- d. Venue.** The parties agree that any Dispute shall be brought exclusively in the state or federal courts located in Fulton County, Georgia. Customer and Innovolt agree to submit to the personal jurisdiction of the state and federal courts located within Fulton County, Georgia, and agree to waive any and all objections to the exercise of jurisdiction over the parties by such courts and to venue in such courts. The parties agree to waive, to the maximum extent permitted by law, any right to a jury trial with respect to any Dispute.
- e. Limitation Period.** INNOVOLT Shall be liable for any claim brought more than One year after the cause of action for such claim first arose.
- f. Dispute Resolution.** Customer and Innovolt will attempt to resolve any Dispute through face-to-face negotiation with persons fully authorized to resolve the Dispute or through mediation utilizing a mediator agreed to by the parties, rather than through litigation. The existence or results of any negotiation or mediation will be treated as confidential. Notwithstanding the foregoing, either party will have the right to obtain from a state or federal court in Fulton County a temporary restraining order, preliminary injunction, or other equitable relief to preserve the status quo, prevent irreparable harm, avoid the expiration of any applicable limitations period, or preserve a superior position with respect to other creditors, although the merits of the underlying Dispute will be resolved in accordance with this paragraph. In the event the parties are unable to resolve the Dispute within 30 days of notice of the Dispute to the other party, the parties shall be free to pursue all remedies available at law or in equity.