



SMARTSKY NETWORKS, LLC
STANDARD WARRANTY

(Version Date: September 7, 2018)

1. SmartSky Networks, LLC (“Company”) warrants that the product will be free of any defect (the “Warranty”) for the period of twenty-four (24) months beginning the first day of activation of the applicable product with connectivity service (the “Warranty Period”). The Warranty is provided to customer and applies to all Company manufactured equipment purchased. The Warranty only covers defects arising under normal use and does not include malfunctions or failures resulting from damage, misuse, abuse, neglect, alteration, problems with electrical power, usage not in accordance with product instructions, acts of nature, improper installation or repairs made by anyone other than Company or a Company authorized Federal Aviation Administration licensed third-party service provider. This warranty is strictly limited to the replacement or repair of the product by Company and does not cover any other cost incurred or to be incurred by customer including but not limited to costs to remove and reinstall the product or replacement product. Only Company authorized Federal Aviation Administration licensed third-party service providers shall be authorized to remove product and reinstall product or replacement product without voiding this Warranty. Company reserves the right to substitute functionally equivalent new or used serviceable parts.
2. During the Warranty Period, customer’s sole and exclusive remedy for any breach of Warranty will be, at Company’s sole discretion and option to repair or replace a defective product. Product that customer claims to be defective must be available to Company for inspection and evaluation. To initiate determination of eligibility under the Warranty, customer shall contact Satcom Direct at: 1-321-777-3000 for technical and troubleshooting support.
3. Customer shall within thirty (30) days after discovering a suspected defect in any product, but in any event prior to the expiration of the applicable Warranty Period and before shipping any product to Company, the customer must obtain a written return merchandise authorization (“RMA”) number and provide any proof of warranty eligibility requested by Company. Any product received by Company without a RMA number may, at Company’s option, be returned to the customer “freight collect” (customer responsible for shipping cost).
4. Customer is responsible for shipping the defective product to Company or to location defined by Company and Company is responsible for payment of such shipment. Upon receipt from Company, as it determines in its sole and absolute discretion, of return packaging or a replacement product, customer is responsible for packing the defective product in the return packaging received or the packaging received with the replacement product and tender the defective product to the return carrier for shipment to the service center designated by Company within thirty (30) days of receipt of the return packaging or the replacement product, as applicable. If Company has furnished a replacement product and customer does not return the defective product within thirty (30) days of receipt of the replacement product, Company shall invoice customer for the then current list price of the replacement product previously received plus all applicable shipping. Such failure to return the product may, at Company’s discretion, be grounds for termination of the warranty and/or suspension of any future advance product replacement privileges until such outstanding defective product has been returned.
5. Following its receipt of product, Company will determine whether the reported problem is covered by the Warranty and if the product is found by Company not to be covered by warranty, Company shall: (i) if Company provided a replacement product, invoice customer the cost of repair and certification or replacement cost (if beyond economical repair) and all applicable shipping, or (ii) if replacement product was not provided, advise customer of the cost of repair or replacement cost (if beyond economical repair) and all applicable shipping. In the event that product returned to Company is found not to be defective, Company has the right to invoice and customer shall pay a charge at the then current Company rate in consideration of the testing undertaken, recertification of the product and cost of shipping.
6. Company, at its discretion, will provide customer with new, rebuilt, refurbished or alternate product (or part thereof) of equal or improved quality, as exchange product (or part thereof) to replace eligible defective product (or part thereof). Any alternate product (or part thereof) will meet or exceed the specifications of the replaced product (or part thereof). Rebuilt and refurbished product may bear cosmetic blemishes that have been deemed to not affect the overall performance of the replacement product. Unless otherwise specified in writing by the Company, repaired and replaced product (or parts thereof) are only covered for the remainder of the term of the original product Warranty. All defective product (or parts thereof) replaced by Company become the property of Company. Company has no obligation to (i) service, exchange or otherwise replace any product (or part thereof) that has been damaged, modified,



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abused, misused or over-used as determined by Company or has been used with non-Company supplies or products that have caused damage or malfunction; (ii) paint, refinish, refurbish, restore or exchange any product (or part thereof) with cosmetic blemishes; (iii) service, exchange or otherwise replace any product (or part thereof) if the same would interfere with, impede or be redundant with normal or scheduled maintenance of such product (or part thereof); or (iv) provide any third party application software support or service involving application hardware or replace any accessories.

7. Company is not responsible for: (a) defects, failures, damages or performance limitations caused in whole or in part by (1) power failures, surges, fires, floods, snow, ice, lightning, excessive heat or cold, highly corrosive environments, accidents, actions of third parties, or other events outside of Company's control, or (2) customer's damage, abuse, mishandling, misuse, or negligence, (3) improper installation, storage, servicing, or operation, (4) use of the product in a manner for which it was not designed, or (5) unauthorized attempts to repair or alter the product in any way, (b) alterations and/or modifications to any part of Company's product which, without Company's written authorization, will unconditionally VOID the Warranty, (c) the performance of the product when used in combination with equipment not purchased, specified, or approved by Company, (d) batteries and other consumable goods, and (e) items subject to ordinary wear and tear such as tooling, cables, part harnesses, contacts, etc.

8. OEM or third-party equipment that is incorporated into Company product is not covered under this Warranty.

9. The Warranty applies to the original customer acquiring the applicable product and such warranty may not be transferred or assigned unless approved in writing by Company and at Company's sole discretion.

10. IF THE PRODUCT SPECIFIED IN AN ORDER IS DESCRIBED AS USED, UNLESS OTHERWISE AGREED IN WRITING BY THE PARTIES, IT IS SOLD "AS IS" AND WITH NO WARRANTY.

11. EXCEPT AS EXPRESSLY PROVIDED IN THIS WARRANTY, COMPANY HEREBY EXPRESSLY DISCLAIMS ALL REPRESENTATIONS, CONDITIONS AND WARRANTIES, WHETHER EXPRESS OR IMPLIED, INCLUDING BY WAY OF EXAMPLE AND NOT LIMITATION, THE IMPLIED WARRANTIES OF TITLE, MERCHANTABILITY, NON-INFRINGEMENT AND FITNESS FOR A PARTICULAR PURPOSE. LIMITATION ON LIABILITY NOTWITHSTANDING ANYTHING HEREIN TO THE CONTRARY, IN NO EVENT WILL COMPANY BE LIABLE FOR ANY SPECIAL, INCIDENTAL, PUNITIVE OR CONSEQUENTIAL DAMAGES WHATSOEVER, INCLUDING LOSS OF PROFITS, WHETHER ARISING IN CONTRACT, TORT, WARRANTY OR OTHERWISE, EVEN IF IT HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THE LIMITATIONS SET FORTH HERE WILL APPLY EVEN IF THE REMEDIES OF ERROR CORRECTION, REPAIR OR REPLACEMENT, RE-PERFORMANCE OF SERVICES AND REFUND OF PAYMENTS COMPLETELY FAIL OF THEIR ESSENTIAL PURPOSE. NOTWITHSTANDING ANYTHING HEREIN TO THE CONTRARY, THE LIMIT OF COMPANY' LIABILITY (WHETHER IN CONTRACT, TORT, NEGLIGENCE, STRICT LIABILITY, BY STATUTE OR OTHERWISE) TO CUSTOMER OR TO ANY THIRD PARTY CONCERNING THE COMPANY PRODUCT OR SOFTWARE LICENSES SOLD TO CUSTOMER AND WARRANTED HEREUNDER, COMPANY' PERFORMANCE OR NONPERFORMANCE, OR IN ANY MANNER RELATED TO THIS WARRANTY, FOR ANY AND ALL CLAIMS WILL NOT IN THE AGGREGATE EXCEED THE ACTUAL AMOUNTS RECEIVED BY COMPANY FOR THE SPECIFIC PRODUCT WITH RESPECT TO WHICH SUCH CLAIM IS MADE.