



Warranty Terms and Conditions

The following terms and conditions (“Warranty Terms”) govern the warranty services offered to you (“Customer”) by AIRLINK COMMUNICATIONS, INC. (“AirLink”), located at 3159 Corporate Place, Hayward, CA 94545, in connection with the sale and licensing of AirLink software and hardware.

1. WARRANTY:

1.1 **Standard Warranty.** AirLink warrants that (i) the AirLink software (“Software”) licensed hereunder will perform in substantial conformance to the applicable AirLink software specifications during the standard warranty term specified under Section 1.3 (“Warranty Chart”) herein and (ii) the X Platform Hardware, RJ-11 Hardware and Legacy Hardware (all as defined below, and collectively, the “Hardware”), will meet AirLink’s standard specifications and will be free from defects in materials and workmanship during the standard warranty term specified under Section 1.3 (“Warranty Chart”) herein.

1.2 **Optional Extended Warranty.** Customer may purchase, *within thirty (30) days of original purchase*, optional extended warranties for certain Hardware. If Customer purchases the extended warranties, AirLink warrants that such Hardware will meet AirLink’s standard specifications and will be free from defects in materials and workmanship for the applicable extended warranty term specified under Section 1.3 (“Warranty Chart”) herein.

1.3 **Warranty Chart**

Product	Standard Warranty Term	Extended Warranty Term (additional years available after expiration of Standard Warranty Term). Note: must be purchased within thirty (30) days of original purchase.
Software	Ninety (90) days from the date of delivery to Customer	None.
Raven X and PinPoint X hardware products (“X Platform Hardware”)	Three (3) years from the date of delivery to Customer	Two (2) years
RJ-11 IP Gateway and Host RJ-11 IP Gateway products (“RJ-11 Hardware”)	One (1) year from date of delivery to Customer	None.
All other hardware products (“Legacy Hardware”)	One (1) year from date of delivery to Customer	Two (2) years or four (4) years, depending on the extended warranty purchased.

1.4 **Remedy.** AirLink’s sole obligation with respect to any error in the Software or defect in the Hardware (collectively the Software and Hardware are referred to as the “Product(s)”), subject to the Customer notifying AirLink of such error or defect within the applicable warranty period, and Customer’s sole and exclusive remedy, shall be, at AirLink’s option, for AirLink (i) to refund the fee paid to AirLink for any affected Product, (ii) to repair the affected Product without charge, or (iii) to replace the affected Product with Product that substantially conforms to AirLink’s applicable specifications without charge.

1.5 **RMA Procedure.** Products will be accepted for repair, replacement or refund upon written authorization and in accordance with the instructions of AirLink. Customer will obtain a Return Material Authorization (“RMA”) number from AirLink’s Customer Support, fill out an RMA submission form, and enclose it with the Product. Transportation expenses associated with returning such Products to AirLink will be borne by Customer. AirLink will pay the costs of return transportation of the repaired or replaced Products. Please contact AirLink’s support group via email at support@airlink.com or telephone at 510-781-9760 to obtain an RMA number. Products deemed by AirLink to be DOA (dead on arrival) may be returned to AirLink for repair, at AirLink’s expense, using the standard RMA procedures.

1.6 **WARRANTY DISCLAIMER.** THE WARRANTIES SET FORTH ABOVE ARE IN LIEU OF ALL OTHER WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION WARRANTIES AS TO CONDITION, DESCRIPTION, MERCHANTABILITY, NONINFRINGEMENT OR FITNESS FOR A PARTICULAR PURPOSE. THIS WARRANTY DOES NOT COVER PRODUCTS THAT DO NOT CONFORM TO SPECIFICATIONS BECAUSE OF REMOVAL OF THE SERIAL NUMBER LABEL OR ANY WARRANTY VOIDING LABEL, IMPROPER INSTALLATION, MODIFICATION NOT AUTHORIZED BY AIRLINK, ACCIDENT, ALTERATIONS, FAILURE TO FOLLOW INSTRUCTIONS, MISUSE, ABUSE, NEGLIGENCE, FIRE, FLOOD OR ACTS OF GOD.

2. **LIMITATION OF LIABILITY:** AIRLINK WILL IN NO EVENT BE LIABLE TO CUSTOMER OR TO ANY OTHER ENTITY WHICH PURCHASES FROM AIRLINK OR USES ANY PRODUCTS SUPPLIED UNDER THIS AGREEMENT FOR ANY CLAIM FOR INDIRECT, SPECIAL, RELIANCE, INCIDENTAL OR CONSEQUENTIAL DAMAGES (INCLUDING BUT NOT LIMITED TO LOSS OF ACTUAL OR EXPECTED PROFITS) OR EXPENSES ARISING OUT OF THIS AGREEMENT OR ANY OBLIGATION RESULTING THEREFROM FOR THE USE OR PERFORMANCE OF THE PRODUCTS, WHETHER IN AN ACTION BASED ON BREACH OF WARRANTY (EXPRESS OR IMPLIED), BREACH OF CONTRACT, DELAY, NEGLIGENCE, STRICT TORT LIABILITY OR OTHERWISE. AIRLINK’S ENTIRE LIABILITY FOR ANY CLAIM ARISING FROM ANY CAUSE WHATSOEVER, WHETHER FOR PRODUCTS DELIVERED OR NOT DELIVERED, INCLUDING BUT NOT LIMITED TO THE MANUFACTURE, SALE, DELIVERY, RESALE, REPAIR IN OR OUT OF WARRANTY, USE OR



INABILITY TO USE ANY PRODUCTS, EITHER SEPARATELY OR IN COMBINATION WITH ANY OTHER GOODS OR EQUIPMENT, WILL IN NO EVENT EXCEED THE LOWER OF THE REPAIR OR REPLACEMENT COST OR PURCHASE PRICE OF THE PRODUCT WHICH DIRECTLY GIVES RISE TO THE CLAIM. THIS CLAUSE WILL SURVIVE THE FAILURE OF ANY EXCLUSIVE REMEDY AND THE EXPIRATION OF THESE WARRANTY TERMS.

3. **GENERAL:** AirLink shall have the right to assign these Warranty Terms without the prior written consent of the other party. AirLink shall not be liable to Customer for any alleged loss or damages resulting from delays in performance (including loss or damages resulting from delivery of the Products being delayed) caused by any act of God, fire, casualty, flood, war, failure of public utilities, injunction or any act, exercise, assertion or requirement of governmental authority, earthquake, labor strike, riot, accident, shortage, delay in transportation or any other cause beyond the reasonable control of AirLink, and if AirLink shall have used its reasonable commercial efforts to avoid such occurrence and minimize its duration and has given prompt written notice to Customer, then AirLink's performance shall be excused and the time for performance shall be extended for the period of delay or inability to perform due to such occurrence. All notices and demands of any kind which either party may be required or desire to serve upon the other under the terms of this Agreement shall be in writing and shall be served by personal service or by registered mail, postage prepaid, to AirLink (Att: VP/Operations) at the address set forth at the beginning of this Agreement, and to Customer, at the address provided by Customer to AirLink on the applicable purchase order. If any provision of these Warranty Terms shall be held to be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions shall in no way be affected or impaired thereby. The laws of the State of California shall govern these Warranty Terms. These Warranty Terms constitute the entire agreement between the parties hereto pertaining to the subject matter hereof, and any and all written or oral agreements heretofore existing between the parties hereto are of no force or effect and are expressly canceled and/or superseded. These Warranty Terms shall prevail and will not be supplemented or modified, notwithstanding any variance with terms and conditions of any purchase order. Any modifications of these Warranty Terms must be in writing and signed by a duly authorized officer of both parties hereto.