

SATCOM DIRECT WARRANTY TERMS AND CONDITIONS

WHAT IS COVERED BY THE WARRANTY?

Limited Warranty

Satcom Direct, Inc., its corporate parents, affiliates and subsidiaries (collectively, “SD”) warrants that your new Satcom Direct-branded hardware (the “Equipment”) shall be free of defects in material and workmanship for a period of **twenty-four (24)** months from the date of shipment from SD to receiver (the “Shipment Date”). Receiver includes, but is not limited to, an SD authorized dealer, an end-customer, a maintenance repair organization, and aircraft original equipment manufacturer.

Extended Warranty

For new SD internet connectivity Equipment, which means the Satcom Direct Router (“SDR”) and Satcom Direct Router Gateway (“SDR Gateway”) (the “Internet Equipment”), the warranty period shall be **forty-eight (48)** months from the Shipment Date, so long as you maintain all satellite internet services (\geq 200 kbps) that are compatible with the Internet Equipment (“Internet Services”) active with SD continuously from the date of installation of the Internet Equipment.

Premium Bundle Warranty.

Internet Equipment, WiFi Hub, LTE Hub, and WiFi Hub 2.0 for Premium Bundle customers is warranted from the Shipment Date and the warranty **shall continue for the duration of your contract term for Internet Services with SD**, as long as you maintain the Premium Bundle. If you downgrade from a Premium Bundle, the Premium Bundle Warranty shall revert to the Extended Warranty, or Limited Warranty, as applicable.

Warranty for Refurbished or Replacement Equipment

Refurbished or replacement Equipment shall be warranted for the longer of (i) **the remaining warranty period** of the original Equipment; or (ii) a period of **twelve (12)** months from the Shipment Date of the replacement or refurbished Equipment, whichever period provides longer coverage for you.

Under the above warranties (“Warranty”), SD shall, at its sole option and expense, repair, replace, or refund the purchase price of any Equipment found to be defective during the applicable warranty period, provided that SD is notified of the defect as soon as practicable and in any event within **thirty (30) days** of discovery of such defect. Where appropriate, defective Equipment shall be returned to SD’s premises at your expense, subject to SD’s prior approval. Repaired or replaced Equipment shall be shipped to you at SD’s expense. When Equipment is exchanged, the replacement Equipment becomes the end-user’s property and the replaced Equipment becomes SD’s property. In no event shall SD’s liability exceed the purchase price actually paid for the Equipment.

WHAT IS NOT COVERED BY THE WARRANTY?

The Warranty applies only to the Equipment, that is, Equipment manufactured and branded by SD, with an SD trademark, trade name, or logo affixed to them. The Warranty does not apply to any products other than the Equipment (hardware or software), even if packaged or sold with SD products. The Warranty does not apply to any Equipment that: (a) has had the serial number, model number or any other identification markings removed or rendered illegible; (b) has been damaged by misuse, accident, neglect, failure to continually provide a suitable operating environment (including necessary ventilation, electricity, protection from power surges, cooling, and/or humidity), or other external causes; (c) has been improperly installed or connected or used in contravention of the instructions supplied by SD; (d) has been subject to the opening of any sealed components without SD’s prior written approval; (e) has been repaired or otherwise altered by anyone not under the control of, or not having the written authorization of, SD to do such repair or alteration; (f) has consumable parts, such as batteries, unless damage has occurred due to a defect in materials or workmanship; (g) has cosmetic damage, including but not limited to scratches, dents and broken plastic; (h) has damage caused by use with non-SD products; (i) has damage caused by operating the product outside the permitted or intended uses described by SD.

HOW TO OBTAIN WARRANTY SERVICE?

Please review the online warranty resources at www.satcomdirect.com/warranty. You may also contact SD's 24/7 Technical Support by calling +1 888.448.9003 or +1 321.777.3236 or by emailing support@satcomdirect.com. Please have the serial number of the Equipment available when contacting SD's Technical Support to determine whether the Equipment is still within the warranty period. SD's Technical Support will help you determine whether the Equipment requires service and, if it does, will inform you how SD will provide it. You must assist in diagnosing issues with the Equipment and follow SD's warranty processes. SD may, at its sole option, provide warranty service (i) at an SD authorized dealer's location, (ii) by having you ship the Equipment to SD's repair service location, or (iii) by SD sending you new or refurbished customer-installable replacement Equipment or parts to enable you to service or exchange the Equipment.

When providing replacement service requiring the return of the original Equipment or parts, SD may require a purchase order as security for the retail price of the replacement Equipment or part and applicable shipping costs. If you fail to return the Equipment as instructed, SD will issue an invoice against the purchase order. Service options, parts availability, and response times may vary.

YOUR RESPONSIBILITIES

If the Equipment is capable of storing software, data and other information, you are responsible for protecting its contents against possible operational failures and data losses, and SD expressly disclaims any liability therefore. Before delivering the Equipment for warranty service, it is your responsibility to keep a separate backup copy of the contents and disable any applicable security passwords. THE CONTENTS OF THE EQUIPMENT WILL BE DELETED, AND THE STORAGE MEDIA REFORMATTED IN THE COURSE OF WARRANTY SERVICE. The Equipment will be returned to you configured as originally purchased, without any user data, subject only to applicable SD software updates. You will be responsible for reinstalling and reconfiguring all user data, settings, and passwords. Recovery and reconfiguration of user data are not covered under the Warranty.

LIMITATION OF LIABILITY

TO THE MAXIMUM EXTENT PERMITTED UNDER APPROPRIATE LAW, THE WARRANTIES PROVIDED IN THESE SATCOM DIRECT WARRANTY TERMS AND CONDITIONS CONSTITUTE SD'S SOLE AND EXCLUSIVE LIABILITY FOR DEFECTIVE OR NON-CONFORMING EQUIPMENT. THESE WARRANTIES ARE IN LIEU OF ALL OTHER WARRANTIES EXPRESS, IMPLIED OR STATUTORY, INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY, SATISFACTORY QUALITY OR FITNESS FOR A PARTICULAR PURPOSE.

EXCEPT AS PROVIDED IN THE WARRANTY AND TO THE EXTENT PERMITTED BY LAW, UNDER NO CIRCUMSTANCES SHALL SD BE LIABLE FOR INCIDENTAL, INDIRECT, SPECIAL OR CONSEQUENTIAL DAMAGES (HOWEVER ARISING) OR FOR ANY, LOSS OF PROFIT, LOSS OF BUSINESS, LOSS OF USE, LOSS OF REVENUES OR DAMAGES TO BUSINESS, GOODWILL OR REPUTATION (WHETHER DIRECT OR INDIRECT IN NATURE) ARISING FROM ANY BREACH OF WARRANTY OR CONDITION, OR UNDER ANY OTHER LEGAL THEORY, WHETHER OR NOT SD SHALL HAVE BEEN MADE AWARE OF THE POSSIBILITY OF SUCH LOSS. 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. NOTWITHSTANDING THE FOREGOING, SD DOES NOT EXCLUDE ITS LIABILITY (IF ANY) FOR ANY MATTER WHICH IT WOULD BE ILLEGAL FOR SD TO EXCLUDE OR TO ATTEMPT TO EXCLUDE. THE WARRANTY GIVES YOU SPECIFIC LEGAL RIGHTS, AND YOU MAY ALSO HAVE OTHER RIGHTS WHICH MAY VARY FROM STATE TO STATE.