



C-COM Standard Products Warranty (Hardware and Software)

All C-COM Supplied Hardware Products

C-COM Satellite Systems Inc. (**C-COM**) is a technology leader in the development and sales of advanced Satellite Internet Technology, including **iNetVu**® Mobiles Systems, and is proud of its track record for producing high-performance reliable commercial satellite products. C-COM warrants to the Original Customer ("**Customer**" - End User or their C-COM Authorized Dealer) that all C-COM manufactured Hardware Products (the "**Product**") shall be free of defects in material and workmanship for its relevant warranty period ("**Warranty Period**") from the initial shipment date under normal operating conditions.

Third party manufactured equipment including satellite modems, LNBS, BUCs, BUC power supplies, special cables, outdoor antenna components and any other **non C-COM manufactured items will be covered by the original manufacturer's warranty only**. Note that special terms and conditions may apply to refurbished or used systems.

This standard products warranty is contingent upon the proper installation of the product by a C-COM certified installer and the suitable application and use of the C-COM delivered product. This Limited Warranty does not include normal wear and tear, any field travel, labor, or shipping and may be void if the product is subjected to damage, abuse, misuse, alteration, neglect, or has been serviced, repaired or installed by unauthorized personnel, as determined by C-COM.

Should any of the C-COM supplied product not function according to specifications during the Warranty Period, the Customer is required to contact their C-COM Authorized Dealer who installed the product for assistance, or C-COM Support if the product was purchased directly from C-COM. If C-COM Support determines that a product may be defective, a Return Material Authorization (**RMA**) may be issued with instructions on returning the Product (or Field Replaceable Unit (**FRU**), to C-COM's Repair Facility in order to determine if the failure is subject to the terms of the warranty, and to affect the repair or replacement.

Shipping Costs

USA and Canadian Customers

Customer will pay for the shipping charges associated with the return of the defective part to C-COM's repair facility or designated service center.

C-COM will pay for shipping of the repaired/replaced item back to the Customer's facility via **ground transit**.

This ground delivery service may take **5-7 business days** (depending on the customer's location).

Extra fee will be applied for the express (air/overnight) service, should the Customer request this.

International customers

The costs associated with shipping the defective product to and from C-COM's repair facility or designated service center will be **the responsibility of the customer**.

Please note that any product sent to C-COM without authorization and an **RMA** number from C-COM Support, or not shipped prepaid, will be returned collect to the customer without any processing.

C-COM will inspect and test the **Product** or **FRU**, and if found to be defective due to material or workmanship, will either repair or replace the **Product** or **FRU**, at its sole discretion. Products replaced under the terms of any such warranty may be new, refurbished, or equivalent **Products** or **FRUs**. C-COM will make every reasonable effort to ship (as per the above shipping policy), the replacement product or **FRU** to the customer after receipt of defective product at the C-COM dealer or repair facility. Please contact your C-COM Authorized Dealer for service delivery times.

If a C-COM Product is found not to function according to specification within thirty (30) days from the shipment date of said Product from C-COM, it will be subject to the same terms and conditions as above. However, the product will be considered **DOA** (Dead On Arrival) for support purposes, and C-COM will provide expedited replacement of affected field replaceable units of an inoperative **Product**. A field replacement unit will be shipped from C-COM Satellite Systems manufacturing facilities within five (5) business days of C-COM's receipt and validation of Customer's notification of an inoperative unit. The customer will be invoiced by C-COM for the cost of the replacement unit(s) shipped in advance and any handling charges. The defective units must be returned within ten (10) days of the invoice date. Upon inspection by C-COM, if the defective units are subject to replacement according to C-COM's Standard Product Warranty, then a credit will be issued against the invoice sent for the cost of the replacement unit(s) to the customer.

C-COM License To Use Software Agreement and Software Warranty

Software ("**Software**" - including but not limited to software and firmware that C-COM has developed), copyrights, trademarks, or other Intellectual Property (collectively known as the "**IP**") forming part of the C-COM products purchased, remains the property of C-COM at all times and C-COM retains full rights to all of the **IP** it owns. This **IP** is not sold to the Customer and is owned in perpetuity by C-COM. C-COM grants to Customer a limited, single-user, non-transferable and non-exclusive **License to Use the Software** provided at time of product purchase in accordance with the documentation only, for use with one computer or system only. If the Software rights granted are restricted in time or application (such as, but not limited to, use with a security device, key, or code, whether tangible or intangible), then the license granted here is limited to use in strict conformance with any and all such restrictions. Customer is not authorized to make copies of the Software, except that one copy may be made for non-operational backup purposes. **IP** may not be copied, disclosed, rented, leased, sublicensed, modified, reverse engineered in any manner, made available on any network, or any one or more of the foregoing.

C-COM warrants that any media on which the Software is provided to be free from defects in materials and workmanship for ninety (90) days from delivery of the Software. C-COM also warrants that the Software will perform substantially in accordance with the Software Documentation for a period of 90 days from delivery of the Software, and during that period C-COM will provide maintenance for the Software as required to bring the Software into substantial conformity with the functional and operational specifications described in the Software Documentation. C-COM does not warrant or represent (a) that the functions contained in the Software will meet Customer's requirements or will operate in the combination selected by the Customer, (b) that the operation of the Software will be error free, or (c) that the operation of the Software will not be interrupted by reason of defect or by reason of fault on the part of anyone.

Under the terms of agreement of the **License to Use Software** granted above and by Purchase of the C-COM Product, Customer agrees that regardless of the form of any claim, C-COM's liability for any damages or loss to Customer or any other party shall not exceed the price of the C-COM Product purchased. In no event shall C-COM be responsible to Customer or any other party for any direct, indirect, or consequential damages or lost profits with respect to any liability, foreseen or unforeseeable, alleged to be caused by the C-COM product, even if C-COM has been advised of the possibility of such damages.

C-COM may make changes and improvements from time to time to its **IP** regarding the C-COM products. A **License to Use Software Updates (LTU)** for certain changes and improvements is available to Customers as part of an **Upgrade Warranty** during the standard warranty period. Customers, who wish to continue to receive **LTUs** beyond the standard warranty period, may purchase an **Extended Warranty** service. Product Enhancements and Upgrades may otherwise be provided for a Time and Materials fee, at the discretion of C-COM to Customers requesting a license to use C-COM product updates, enhancements, or purchase a license to use new product features.

This warranty is non transferable and intended solely for the benefit of the original owner. All claims hereunder shall be made by the C-COM Authorized Dealer on behalf of the Original Customer, or Original Customer, if purchased directly from C-COM, and will not be accepted from other third parties.

International Customers should allow for additional transit times due to any import/export requirements.

Note: C-COM is pleased to offer **Enhanced Warranty** products for customers requiring **Upgrade or Extended services** to the C-COM Products during the Warranty Period of product ownership. Standard Warranty terms can be optionally extended for an additional fee to cover warranty terms beyond initial Standard Warranty Period. These include **Software Updates, Advanced Exchange Service, and Extended Hardware Warranties** which may be purchased in addition to the C-COM Products Standard Warranty.

Please contact your C-COM dealer or www.c-comsat.com for **Enhanced Warranty** details and prices.

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