



For information about products or support services:

Call: Asia +852 2776 0628 or Europe (English) +44 118 964 8100 (French) +33 1 3038 3860.

Website: <http://www.gatesair.com>

To register products or update company information visit: <http://ecustomer.gatesair.com>

PROFESSIONAL SERVICES COMMITMENT

We are serious about our professional services business. We strive to provide the highest level of support in the industry and offer a complete set of integrated support solutions designed to help our customers across every phase of their business. GATESAIR works with you to provide the type of coverage you need. We are committed to service excellence.

Standard Warranty Services

- Technical support 9 hours a day, 5 days a week
• After-hours emergency "Down or Off-air" phone support
• Advance exchange of parts
• Software updates and bug fixes
• Access to technical knowledge bank

Optional Gold ServicePAK

- Technical phone support 24 hours a day, 7 days a week
• Next-day advance exchange of parts

GATESAIR STANDARD WARRANTY POLICY STATEMENT

Effective March 17, 2014

STANDARD EQUIPMENT WARRANTY

Unless otherwise provided in writing by GATESAIR, Inc. or a legally affiliated entity ("GATESAIR"), GATESAIR warrants that all GATESAIR-manufactured equipment will substantially conform to the GATESAIR specifications for such Equipment and be free of any defect in materials or workmanship (the "Standard Equipment Warranty") for the period of time specified in the table below (the "Equipment Warranty Period"); such period is measured from the date of shipment from a GATESAIR facility. This warranty is extended to customers and applies to all GATESAIR-manufactured equipment purchased, installed, and used for the purpose for which such equipment was originally designed.

Table with 2 columns: Product Family and Standard Equipment Warranty Period. Rows include Over the Air Transmitters, Additional Products and Accessories, Customer Specials, B-Stock Equipment, Equipment Sold as Resale, Replacement Parts, Used Equipment, and another Over the Air Transmitters entry.

WARRANTY CLAIMS AND PROCEDURES

- 1. Upon breach of the Standard Equipment Warranty and GATESAIR's receipt of notice of such breach, the customer's sole and exclusive remedy will be, at GATESAIR's sole discretion and option, repair or replacement of the defective equipment or component with functionally equivalent equipment or components.
2. Before shipping any equipment or component to GATESAIR, the customer must obtain a written return authorization from GATESAIR and provide any proof of warranty eligibility requested by GATESAIR.
3. Upon receipt of replacement equipment or component, the customer has thirty (30) days to tender the defective equipment or component to the return carrier for shipment to the service center designated by GATESAIR.

replaced equipment or components are covered only for the remainder of the term of the applicable Standard Equipment Warranty. All defective equipment or components replaced by GATESAIR become the property of GATESAIR. GATESAIR has no obligation to (i) service, exchange or otherwise replace any equipment or component that has been damaged, modified, abused, misused or over-used as determined by GATESAIR or has been used with non-GATESAIR supplies or products that have caused damage or malfunction; (ii) paint, refinish, refurbish, restore or exchange any equipment or component with cosmetic blemishes; (iii) service, exchange or otherwise replace any equipment or component if the same would interfere with, impede or be redundant with normal or scheduled maintenance of such equipment or component; (iv) service, exchange or otherwise replace any equipment or component that is within sixty (60) days of the end of its production life; or (v) provide any application software support or service involving application hardware or replace any accessories. If GATESAIR elects to perform any such services at the customer's request, then such services will be deemed a service call and all labor, parts and materials used for the service call will be charged at GATESAIR's then-prevailing rates.

EQUIPMENT WARRANTY EXCLUSIONS

To the full extent permitted by law, GATESAIR does not warrant or guarantee, and is not responsible for:

1. Defects, failures, damages or performance limitations caused in whole or in part by (A) power failures, surges, failures in third-party communication networks, fires, floods, snow, ice, lightning, excessive heat or cold, highly corrosive environments, accidents, actions of third parties, or other events outside of GATESAIR's control, or (B) the customer's abuse, mishandling, misuse, computer viruses, negligence, improper storage, servicing or operation, or unauthorized attempts to repair or alter the equipment or component in any way. The customer shall provide qualified technical personnel to maintain and repair the equipment and components.
2. Equipment built to the customer's specifications that is later found not to meet the customer's needs or expectations.
3. The performance of the equipment or components when used in combination with equipment not purchased from GATESAIR, or specified or approved by GATESAIR in writing.
4. Signal coverage delivered by antenna equipment whether or not supplied by GATESAIR.

ADDITIONAL WARRANTY NOTES

1. OEM or third party equipment that is incorporated into GATESAIR equipment is covered for the same period as such GATESAIR equipment's Standard Equipment Warranty unless the OEM or third party equipment carries its own limited warranty.
2. **Items Sold As Resale.** Items sold as resale are such items that are not manufactured by GATESAIR but may be utilized in conjunction with, independently of or incorporated into, GATESAIR manufactured equipment (such as tubes, printers and antenna transmission lines) and are covered only by the specific warranty terms of the supplier or original equipment manufacturer of those items. IF AN ORDER COVERS EQUIPMENT NOT OWNED BY GATESAIR, IT IS SOLD SUBJECT TO GATESAIR'S ACQUISITION OF SUCH EQUIPMENT.
3. **B-Stock Equipment.** B-Stock equipment is defined as equipment repurchased or repurposed by GATESAIR that is reconditioned or refurbished for sale to a second generation owner by GATESAIR, and is covered for a period of ninety (90) days from the date such equipment is shipped.
4. **Used Equipment.** IF THE EQUIPMENT SPECIFIED IN AN ORDER IS DESCRIBED AS USED, IT IS SOLD "AS IS" AND WITH NO WARRANTY.

SERVICES WARRANTY

GATESAIR warrants that the services will be performed in a professional manner (the "Services Warranty"). Notice of a breach of the Services Warranty shall (i) specify in reasonable detail, the nature of the claim, and (ii) be received by GATESAIR within ninety (90) days from the last day of performance of the services. Upon breach of the Services Warranty and GATESAIR's notice of such breach, the customer's sole and exclusive remedy will be for GATESAIR to reperform the applicable services at GATESAIR's expense.

SOFTWARE WARRANTY

1. **Software.** Unless otherwise provided by GATESAIR in writing, GATESAIR warrants that the GATESAIR -manufactured software (the "Software") will operate substantially in compliance with GATESAIR's specifications for the Software (the "Standard Software Warranty") for a period of ninety (90) days from the date such Software is shipped or otherwise made available by GATESAIR (the "Software Warranty Period"). Upon breach of the Standard Software Warranty and GATESAIR's receipt of notice of such breach, the customer's sole and exclusive remedy will be, at GATESAIR's sole discretion and option, repair or replacement of the defective Software with functionally equivalent Software. GATESAIR does not warrant that the Software is error free or that the customer will be able to operate the Software without problems or interruptions. Corrections to the Software beyond the Software Warranty Period will only be made by GATESAIR pursuant to a ServicePAK agreement.
2. **Physical Media.** During the Software Warranty Period, GATESAIR warrants all physical media for the Software to be free of defects in material or workmanship. The customer's sole and exclusive remedy under this limited warranty will be, at GATESAIR's option, repair or replacement of the physical media for the Software.
3. **Software Warranty Exclusions.** The Standard Software Warranty does not apply to any Software that (A) has been altered or modified, except by GATESAIR; (B) has not been installed, operated, repaired, or maintained in accordance with instructions supplied by GATESAIR; (C) has been subjected to abnormal physical or electrical stress, misuse, negligence, or accident; or (D) is used in ultra-hazardous activities.

DISCLAIMER OF WARRANTY

EXCEPT AS EXPRESSLY PROVIDED IN THIS STANDARD WARRANTY POLICY STATEMENT, GATESAIR 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, NONINFRINGEMENT AND FITNESS FOR A PARTICULAR PURPOSE.

LIMITATION ON LIABILITY

NOTWITHSTANDING ANYTHING HEREIN TO THE CONTRARY, IN NO EVENT WILL GATESAIR 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, REPERFORMANCE OF SERVICES AND REFUND OF PAYMENTS COMPLETELY FAIL OF THEIR ESSENTIAL PURPOSE. NOTWITHSTANDING ANYTHING HEREIN TO THE CONTRARY, THE LIMIT OF GATESAIR'S LIABILITY (WHETHER IN CONTRACT, TORT, NEGLIGENCE, STRICT LIABILITY, BY STATUTE OR OTHERWISE) TO THE CUSTOMER OR TO ANY THIRD PARTY CONCERNING THE GATESAIR EQUIPMENT OR SOFTWARE LICENSES SOLD TO THE CUSTOMER AND WARRANTED HEREUNDER, GATESAIR'S PERFORMANCE OR NONPERFORMANCE, OR IN ANY MANNER RELATED TO THIS STANDARD WARRANTY POLICY STATEMENT, FOR ANY AND ALL CLAIMS WILL NOT IN THE AGGREGATE EXCEED THE ACTUAL AMOUNTS RECEIVED BY GATESAIR FOR THE SPECIFIC PRODUCT WITH RESPECT TO WHICH SUCH CLAIM IS MADE.

GOVERNING LAW AND JURISDICTION

1. **Applicable Law, Venue and Jurisdiction.** This Standard Warranty Policy Statement, and any disputes related hereto, shall be governed by and interpreted in accordance with the laws of the state of Ohio, USA, regardless of any law principles requiring the application of any other law. The prevailing party in any action related to the dispute or interpretation of this Standard Warranty Policy Statement shall be entitled to recover its reasonable attorneys fees incurred in pursuing the action, including those fees incurred throughout all bankruptcy and appellate proceedings.
2. **Arbitration.** All disputes arising out of or in connection with this Standard Warranty Policy Statement, including its existence, validity or termination shall be referred to and finally resolved by arbitration in accordance with the international arbitration rules of the International Centre for Dispute Resolution, which rules are deemed to be incorporated herein by reference. Any arbitration conducted under this Standard Warranty Policy Statement will be held in Mason, Ohio, USA. The appointing authority shall be the International Centre for Dispute Resolution, the international division of the AAA. There shall be a panel of three [one, if the parties agree the amount in controversy does not exceed \$100,000] arbitrators who shall be appointed by agreement between the parties or failing such agreement in accordance with ICC rules. The arbitrators shall be knowledgeable of the contract subject matter and intellectual property laws. The chairperson of the arbitration panel shall, among other things: (a) have authority to resolve discovery disputes and issue appropriate subpoenas and orders to facilitate discovery; and (b) conduct the arbitration in the English language according to the federal rules of evidence applicable in the USA. The arbitration panel shall render its decision in the English language and have authority to award injunctive and other emergency relief, which shall be enforceable by either the panel or any court with jurisdiction over the enjoined party or its assets. The arbitration panel shall not have authority to award punitive, special or consequential damages. Any monetary award of the panel shall be payable in US dollars free of any tax and reductions and shall include interest from the date of breach of this Standard Warranty Policy Statement to the date when the award was paid in full at a rate determined by the arbitral panel.