

PRODUCT LICENSE AGREEMENT

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RETURN POLICIES AND WARRANTIES

Initial One Year Warranty Term:

Each Wave Wireless product is warranted against defects in material and workmanship for a period of one year from date of shipment. During the warranty period Wave Wireless will, at its option, repair or replace products that prove to be defective.

If equipment fails, the Customer or Reseller shall notify Wave Wireless and request a Return Material Authorization (RMA) number. For warranty service or repair, this product must be returned to Wave Wireless. **All returns to Wave Wireless MUST have a valid RMA number written clearly on the outside of the box or the shipment will be refused. The buyer shall pay all return shipping charges during the one-year warranty. All outbound shipments will be made via ground shipment by Wave Wireless or via air courier with the customer's account number with the exception of Extended/"Spare in the Air" Warranty holders.**

Extended Warranty Policies (Includes "Spare in the Air")

At any time during the first year following an equipment purchase, an Extended Warranty Policy may be purchased for 10% of the original list price. Terms of the Extended Warranty include "Spare in the Air" privileges to allow the use of parts or a spare unit temporarily.

"Spare in the Air" Loaner Unit or Parts Replacement Policies

For an additional 10% of list price, the customer may purchase a "Spare in the Air" policy. This policy gives the customer the right to a loaner replacement unit shipped within 24 hours of acceptance of the RMA by Wave. All outbound shipments will be made via overnight air courier (during the first year).

"Spare in the Air" Policy Steps for Warranty or Extended Warranty Loaner Service:

1. Customer obtains RMA approval
2. Overnight shipment of spare unit or parts to customer within 24 hours of approved RMA. Customer swaps unit or part(s) with phone assistance, if required.
3. Customer returns part(s) to Wave Wireless. **All returns to Wave Wireless MUST have a valid RMA number written clearly on the outside of the box or the shipment will be refused.**
4. After 14 days from the issuance of an RMA, an invoice for the list price of the unit or components will be issued for any equipment that has not been returned. This will be credited upon the return of the defective or replacement part or unit to Wave Wireless.

Extended Warranty Pricing Schedule

1st year: 10% of published equipment list price

2nd year: 15% of published equipment list price

3rd year: 15% of published equipment list price

*If all three years are purchased simultaneously, the cost will be 10% per year or 30% of list.

Years 2 & 3 can be purchased during the initial year of coverage if the equipment was under extended warranty during the first year or if a physical on-site equipment inspection is performed and equipment is evaluated in warrantable condition by Wave Wireless personnel at prevailing or site service call rates.

Onsite Services

Onsite services for troubleshooting and repair are billed at daily rate, plus expenses, unless otherwise agreed upon. Use of spectrum analyzers or other test equipment may raise the daily rate.

Rental Unit Loaner

Customer may rent a unit at an agreed upon daily rate, plus shipping expenses, in lieu of purchasing a spare or "Spare in the Air" policy. Rental days are counted from date shipped until the date the unit is received in return by Wave Wireless.

Refurbishing Fees

Any product returned that requires refurbishing, is damaged due to inadequate or improper packaging protection, or that has not been returned with original packing materials may be subject to a refurbishing fee.

Bench Test and Repair Time

A unit is returned as defective and through bench testing is determined that the unit is not defective, Wave Wireless, at its discretion, may charge bench test time at a rate of \$85 U.S. per hour for testing and troubleshooting. Out of warranty repairs will be performed at a rate of \$85 U.S. per hour plus parts. All shipping charges will be the responsibility of the customer.

Return for Credit

All returns to Wave Wireless MUST have a valid RMA number written clearly on the outside of the box or the shipment will be refused. No returns for credit after 30 days will be approved. Products must be returned undamaged and in original packaging or they will be subject to a minimum 20% restocking/refurbishing fee. Return freight charges must be prepaid. At the option of Wave Wireless, products may be returned for repair or replaced provided the goods have not been modified or repair attempted by someone other than Wave Wireless.