

NAL RESEARCH LIMITED WARRANTY FOR IRIDIUM SATELLITE PRODUCTS

1. Coverage and Duration

NAL Research warrants that its new Iridium satellite products and accessories (the "Product") shall be free from defects in materials and workmanship for a period of twelve (12) months from the date such Product is delivered to the first purchaser (the "Purchaser").

NAL Research, at its option, shall at no charge to Purchaser, either repair or replace the Product, or refund the purchase price of a Product that does not conform to this warranty, provided the Product is returned in accordance with the instructions set out below and within the warranty period. These remedies are Purchaser's exclusive remedies under this warranty. Repair may include the replacement of parts or boards with functionally equivalent reconditioned or new parts or boards. A product that has been repaired or replaced is warranted for the balance of the original warranty period. A Product for which a replacement has been provided shall become NAL Research's property.

This warranty is made by NAL Research to the Purchaser of the Product only, and it is not assignable or transferable by the Purchaser. This is NAL Research's sole and complete warranty for the Product. NAL Research assumes no obligation or liability for additions or modifications to this warranty unless made in writing and signed by an officer of NAL Research. NAL Research does not warrant any installation, maintenance, or service of the Product not performed by NAL Research.

This Product is covered by a U.S.A. warranty. If the Product has been sold outside of the U.S.A., NAL Research will honor the U.S.A. warranty terms and conditions only. Outside of the U.S.A., any different warranty terms, liabilities and/or legal requirements of the country in which the Product is sold are specifically disclaimed by NAL Research.

2. Conditions Not Covered By This Warranty

- a. Product that are integrated, installed, maintained, or serviced in any manner other than in accordance with the NAL Research user documentation furnished with or applicable to the Product.
- b. Product damage caused by the use of ancillary equipment not furnished by NAL Research, including accessories and peripherals.
- c. Problems where the Product is used in a combination with ancillary equipment not furnished by NAL Research, and it is determined by NAL Research there is no fault with the Product.
- d. Ancillary equipment not furnished by NAL Research which is attached to or used in connection with the Product is not the responsibility of NAL Research, and all such equipment is expressly excluded from this warranty. Furthermore, NAL Research does not warrant the integrated

operation of the combination of the Product with any ancillary equipment not furnished by NAL Research.

- e. Defects or damage resulting from: use of the Product in any manner not normal or customary; misuse, accident or neglect including but not limited to dropping the Product onto hard surfaces, immersion in or exposure to water, rain or extreme humidity, immersion in or exposure to sand, dirt or other particulates, exposure to extreme heat, spills of food or liquid; improper testing, operation, maintenance, installation, adjustment; or any alteration or modification of any kind.
- f. This warranty is voided for batteries manufactured by NAL Research if: a) such batteries are charged by other than the NAL Research-approved battery charger specified for charging such batteries; b) any seals on such batteries are broken or show evidence of tampering; c) such batteries are used in equipment other than the Product for which they are specified; or d) such batteries are charged and stored at temperatures greater than 60°C.
- g. Breakage or damage to antennas, or scratches or other damage to plastic surfaces or other externally exposed parts caused by Purchaser's use.
- h. Product disassembled.
- i. Product repaired in such a manner as to adversely affect performance or prevent adequate inspection and testing to verify any warranty claim.
- j. Product on which serial numbers or date tags have been removed, altered or obliterated.
- k. Normal wear and tear.

3. Obtaining Warranty Service

For warranty questions, Product repair or for return of Product, please contact NAL Research by:

Telephone: 703-392-1136 x200
Fax: 703-392-6795
E-mail: contact@nalresearch.com
Mail: NAL Research Corporation
Attn: RMA# (this number is assigned by NAL Research)
9300 West Courthouse Road
Suite 102
Manassas, VA 20110

SERVICE WORK PERFORMED BY SERVICE CENTERS NOT AUTHORIZED BY NAL RESEARCH TO PERFORM SUCH WORK WILL VOID THIS WARRANTY.

All Product shipped to NAL Research must be shipped with freight and insurance prepaid. Purchaser must include with the Product a bill of sale, a lease, or some other comparable proof of purchase, the name and location of the installation facility, if any, and most importantly, the Purchaser's name, address, and telephone number and a written description of the problem. Product that is

repaired or replaced under this warranty shall be returned to Purchaser at NAL Research's expense for the freight and insurance, and at Purchaser's expense for any applicable duties or other charges. If additional information is needed, please contact NAL Research at the address and phone number listed above.

4. General Provisions

THIS WARRANTY IS GIVEN IN LIEU OF ALL OTHER WARRANTIES EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. FURTHER, THIS WARRANTY COVERS THE PRODUCT ONLY, AND NO WARRANTY IS MADE AS TO COVERAGE, AVAILABILITY, OR GRADE OF SERVICE PROVIDED BY NAL RESEARCH SEPARATELY FOR IRIDIUM SATELLITE SERVICES. IN NO EVENT SHALL NAL RESEARCH BE LIABLE FOR DAMAGES IN EXCESS OF THE PURCHASE PRICE OF THE PRODUCT IN QUESTION, OR FOR ANY LOSS OF USE, LOSS OF TIME, INCONVENIENCE, COMMERCIAL LOSS, LOST PROFITS OR SAVINGS OR OTHER INCIDENTAL, SPECIAL, OR CONSEQUENTIAL DAMAGES ARISING OUT OF THE USE OR INABILITY TO USE SUCH PRODUCT, TO THE FULL EXTENT SUCH MAY BE DISCLAIMED BY LAW.

5. Conditions of Use and Disclaimer of Liability

Users of NAL Research satellite Product and services, including without limitation those using the phone service and equipment in any manner in conjunction with emergency 911 or emergency 112 or any other distress calling or emergency services, both public or privately operated, acknowledge and agree as a condition of the provision of phone service and equipment by NAL Research that they will make no claim, whether in contract, tort or otherwise, against NAL Research for bodily injury, loss of life, damage to property or for any other loss whatsoever, or for special, incidental, indirect, consequential or punitive damages, by reason of any unavailability, delay, faultiness or failures of the Iridium facilities or phone service or equipment or for inaccuracies or failures with regard to any user information provided. This is a waiver and release and disclaimer of liability to the fullest extent permitted by applicable law and applies regardless of the cause of any liability, including without limitations, to wrongful conduct, omission or fault of employees or agents of NAL Research.

NAL Research makes no warranties, express or implied, including any implied warranty of merchantability or fitness for a particular purpose concerning NAL Research service or equipment. NAL Research cannot promise uninterrupted or error free service.

In the United States, and subject to availability, calls to 911 or 112 are routed to an Emergency Call Center for response. Outside the United States calls to 911 or 112 are not able to be made on the Iridium system. The Iridium service does not currently provide Enhanced 911 or Enhanced 112 service which automatically identified caller location. Caller location identification is not automatically transmitted on the Iridium system.

Users by their use of the phone service and equipment consent to NAL Research's disclosure of user information, including but not limited to name, address, telephone number and location information, including the geographic coordinates of equipment, to governmental and quasi-governmental agencies such as emergency service providers and law enforcement agencies, where NAL Research deems it necessary in its sole discretion to respond to an exigent circumstances. These governmental and quasi-governmental agencies shall be deemed "users" for all purposes of this Disclaimer of Liability.

6. State Law and Other Jurisdiction Rights; Software Copyrights

SOME STATES AND OTHER JURISDICTIONS DO NOT ALLOW THE EXCLUSION OR LIMITATION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES, OR LIMITATION ON HOW LONG AN IMPLIED WARRANTY LASTS, SO THE ABOVE LIMITATIONS OR EXCLUSIONS MAY NOT APPLY TO PURCHASER.

This warranty gives Purchaser specific legal rights, and Purchaser may also have other rights which vary from jurisdiction to jurisdiction.

Laws in the United States and other countries preserve for NAL Research certain exclusive rights for copyrighted Product software such as the exclusive rights to reproduce in copies and distribute copies of such Product software. Product software may be copied into, used in and redistributed with only the Product associated with such Product software. No other use, including without limitation disassembly, of such Product software or exercise of exclusive rights in such Product software is permitted.