

Kymeta™ KyWay™ Terminal Limited Warranty

Limited Warranty Policy

Kymeta Corporation (“Kymeta”) provides a limited warranty (“Limited Warranty”) that the Kymeta™ KyWay™ terminal (“Product”) will be free from significant defects in materials and workmanship for the period set forth below.

Limited Warranty Term

The Limited Warranty Term is for a period of two (2) years starting from the earlier of: a) date of commissioning or b) six (6) months from the delivery date of the Product.

Exceptions to Limited Warranty

This Limited Warranty will not apply where the Product has been subjected to any of the following:

- Abuse, misuse, neglect, negligence, or accident;
- Improper testing, installation, storage, or handling;
- Abnormal physical stress or environmental conditions;
- Any use outside of any instructions provided by Kymeta;
- Any attempt to disable, disassemble, decompile, reverse engineer, reconstruct, modify, repair or alter (including cosmetic alterations, such as coatings, covers, films, or chemical treatments) the Product by anyone other than Kymeta or a Kymeta certified engineer;
- Any use of software, hardware, or products not previously approved by Kymeta for use with the Product;
- Any attempt to remove, alter or obscure any warranties, disclaimers, warning labels, or intellectual property notices from the Product;
- Any attempt to copy or create derivative works or improvements of the Product; or
- Any use of the Product that infringes or violates the intellectual property rights of Kymeta or any other third party.

THE EXCLUSIVE REMEDY UNDER THIS LIMITED WARRANTY IS REPAIR OR REPLACEMENT OF THE DEFECTIVE PRODUCT WITH A NEW OR REFURBISHED PRODUCT, AT KYMETA’S SOLE DISCRETION, CONDITIONED ON CUSTOMER’S COMPLIANCE WITH THESE TERMS AND THE LIMITED WARRANTY PROCEDURE. EXCEPT AS PROVIDED IN THIS LIMITED WARRANTY, THE PRODUCT IS PROVIDED “AS-IS” AND ANY OTHER WARRANTIES WHETHER EXPRESSED OR IMPLIED ARE EXCLUDED.

Requirement for Limited Warranty

Your Product and any other Kymeta peripheral products you purchase (“Peripherals”) must be connected, configured, and routed to allow for the transfer and receipt of data to and from the Kymeta servers to accommodate any Limited Warranty requests. At a minimum, your connection must be able to support TCP ports 443 and 22. The connection is required in order for Kymeta to enable provisioning of, provide customer and Limited Warranty support to, and to facilitate performance improvements to your Products and Peripherals.

Limited Warranty Procedure

1. Contact the party you purchased this Product from for warranty support.
2. Kymeta must be notified in writing of any claimed defect within 15 days of discovery of the defect before the expiration of the Limited Warranty Period. You will be required to provide information requested by Kymeta regarding the claimed defect.
3. Kymeta will first attempt to provide remote assistance for any claims.
4. If remote assistance does not resolve the claim, Kymeta will provide you with a returns materials authorization number, shipping instructions, and other information before you can ship the Product, at Kymeta’s expense.

Extended Warranty Period

Kymeta may provide you with an additional one (1) year warranty at additional costs, if requested within the first three (3) months of the Limited Warranty Term.

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