

RADIOBRO CORPORATION

LIMITED PRODUCT WARRANTY

(a) RadioBro Corporation (“RadioBro”) warrants to each purchaser (a “Buyer”) of RadioBro’s products (the “Products”), which Buyer purchases such Products directly from RadioBro or from an authorized distributor of the Products, but specifically excluding all parties who purchase the Product for resale and/or distribution to third parties, that for the period beginning on the date of the shipment of each Product to the Buyer and continuing until the earlier of: (i) the one (1) year anniversary of the date on which the Buyer’s order for the Product is accepted by RadioBro or the authorized distributor; or (ii) the time at which such Product is first placed or loaded into a launch vehicle or an aircraft for flight operations (including flight testing, if applicable) (the “Warranty Period”), that such Product will conform to RadioBro’s published specifications with respect to such Product in effect as of the date of shipment under the corresponding Order and will be free from defects in material and workmanship that would materially and negatively affect the use of the Products for their intended purposes. However, RadioBro shall not be liable or responsible for, and this limited warranty shall not extend to, any defects or nonconformities resulting from or attributable to: (1) Products that have been or become eroded, corroded, neglected, subject to an accident, mishandled, improperly stored, improperly installed, improperly commissioned, improperly used or improperly maintained; (2) Products that have been remanufactured, altered or repaired by Buyer or other third parties; (3) use of the Products with incompatible parts or products; (4) defects or nonconformities in any portion or part of the Products manufactured by others; or (5) the application of electrical, static electrical, physical or magnetic forces to the Products other than in accordance with RadioBro’s instructions and specifications.

(b) EXCEPT FOR THE WARRANTY SET FORTH IN SECTION (a), RADIOBRO MAKES NO WARRANTY WHATSOEVER WITH RESPECT TO THE PRODUCTS, INCLUDING ANY (i) WARRANTY OF MERCHANTABILITY; (ii) WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE; OR (iii) WARRANTY AGAINST INFRINGEMENT OF INTELLECTUAL PROPERTY RIGHTS OF A THIRD PARTY; WHETHER EXPRESS OR IMPLIED BY LAW, COURSE OF DEALING, COURSE OF PERFORMANCE, USAGE OF TRADE OR OTHERWISE.

(c) Products manufactured by a third party (each a “Third Party Product”) may constitute, contain, be contained in, incorporated into, attached to or packaged together with, the Products. Third Party Products are not covered by the warranty in Section (a). For the avoidance of doubt, **RADIOBRO MAKES NO REPRESENTATIONS OR WARRANTIES WITH RESPECT TO ANY THIRD PARTY PRODUCT, INCLUDING ANY (i) WARRANTY OF MERCHANTABILITY; (ii) WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE; (iii) WARRANTY OF TITLE; OR (iv) WARRANTY AGAINST INFRINGEMENT OF INTELLECTUAL PROPERTY RIGHTS OF A THIRD PARTY; WHETHER EXPRESS OR IMPLIED BY LAW, COURSE OF DEALING, COURSE OF PERFORMANCE, USAGE OF TRADE OR OTHERWISE.** RadioBro will, as an accommodation to Buyer, assign to Buyer any warranties given to RadioBro by any such other manufacturers with respect to the Third Party Products; provided, however, that the foregoing will not extend RadioBro’s warranty to any Third Party Products unless otherwise agreed to in writing by RadioBro.

(d) RadioBro shall not be liable for a breach of the warranty set forth in Section (a) unless: (i) Buyer gives written notice of the defect or nonconformity, reasonably described, to

RadioBro within thirty (30) days of the time when Buyer discovers or ought to have discovered the defect; (ii) RadioBro is given a reasonable opportunity after receiving the notice to examine such Products and Buyer (if requested to do so by RadioBro) returns such Products to RadioBro's place of business, at Buyer's expense and risk of loss, for the examination to take place there; (iii) RadioBro reasonably verifies Buyer's claim that the Products are defective; and (iv) RadioBro receives written evidence of Buyer's payment of the purchase price for such Product confirmed by RadioBro or RadioBro's authorized distributor. In the event RadioBro determines that the alleged defect in the Product does not constitute a breach of the warranty set forth in Section (a), RadioBro may return the Product to Buyer, FCA (Free Carrier, per Incoterms 2010) RadioBro's facilities, at Buyer's expense and risk of loss, following receipt by RadioBro of Buyer's payment for said shipping costs. In the event RadioBro determines that the alleged defect in the Product constitutes a breach of the warranty set forth in Section (a), subject to all the provisions of this Section (d), RadioBro shall, in its sole discretion, either: (i) repair or replace such Product (or the defective part therein) and return the repaired or replacement Product to Buyer, FCA RadioBro's facilities, but at RadioBro's expense, within sixty (60) days following RadioBro's receipt of the defective Product; or (ii) credit or refund the price paid by the Buyer for such Product. Notwithstanding the foregoing, RadioBro shall have no obligation to refund the price or repair and/or replace any Product due to a breach of the warranty set forth in Section (a) unless and until Buyer has paid the full price for the Product, unless otherwise agreed by RadioBro. Notwithstanding anything to the contrary herein, the limited warranty in Section (a) above shall apply to each repaired or replacement Product provided to a Customer in satisfaction of RadioBro's obligations under this Section (d) for the longer of: (i) the remaining length of time in the Warranty Period; or (b) ninety (90) days; provided, however, that RadioBro's warranty obligations with respect to each repaired or replacement Product shall terminate immediately upon the time at which such repaired or replacement Product is first placed or loaded into a launch vehicle or an aircraft for flight operations (including flight testing, if applicable).

(e) THE REMEDIES SET FORTH IN SECTION (d) SHALL BE THE BUYER'S SOLE AND EXCLUSIVE REMEDY AND RADIOBRO'S ENTIRE LIABILITY FOR ANY BREACH OF THE LIMITED WARRANTY SET FORTH IN SECTION (a).