

LIMITED WARRANTY



1. **Definitions.** For purposes of this Warranty, (i) "Buyer" shall mean the individual or entity identified on the applicable purchase order or supply agreement (or, if different, on Seller's quotation, order acknowledgement or statement of work), (ii) "Seller" shall mean the CommScope entity identified on such entity's quotation, order acknowledgement, statement of work or supply agreement, (iii) "Hardware" means equipment designed and manufactured by or on behalf of Seller, or any third-party manufacturer's equipment offered for sale by Seller to Buyer, (iv) "Product" shall mean a product manufactured by or on behalf of Seller pursuant to the applicable supply agreement, quotation or order acknowledgement, and includes any combination of Hardware and Software, (v) "Services" means site engineering, system integration, product installation, implementation, training, maintenance and technical support services for Products, or other professional services provided by Seller to Buyer. Services exclude managed services and hosted cloud services provided by Seller, (vi) "Software" means Seller-licensed software, either embedded or standalone, including any updates provided, and any other enhancements, modifications, and bug fixes provided thereto, in object code form only (unless otherwise specified), and any full or partial copies thereof. Software does not include software created or owned by third parties, including but not limited to MediaKind Software, Google's Android Software or any third party application software, and (vii) "Warranty Period" means, unless a different time period is set forth in **Exhibit A**, (a) for Hardware, one year from date of original shipment from Seller's facility, (b) for Software-only Products, ninety (90) days from the date such Software is first made available to Buyer, or for Software embedded in a Hardware Product, ninety (90) days from date of original shipment of the Product from Seller's facility, and (c) for Services, thirty (30) days from the date the performance of such Services has been rendered.

2. **Limited Warranty.** Seller warrants that, as of the date of delivery, Seller has good title to the Product, free from any lawful security interest or other lien or encumbrance unknown to Buyer. In addition, during the Warranty Period, the Product and Services will be free from defects in materials or workmanship arising under proper and normal use. This Warranty shall apply only to the Products and Services and shall not apply to any other goods or materials, parts or components of a system or any system as a whole. This Warranty does not cover ordinary wear and tear. Seller does not warrant (i) Products not purchased from Seller or its authorized resellers; (ii) that the operation of the Product will be uninterrupted or error-free; (iii) that the Product will operate in combination with other third-party products selected by Buyer; or (iv) any products manufactured by third parties; provided that Seller will, to the extent permitted by the manufacturer, assign third-party warranties to Buyer. Seller gives no warranty for, and shall have no liability with respect to, any defects arising from any software (other than the Software), including, but not limited to MediaKind Software, Android Software or any third-party application software, downloaded to or otherwise used in conjunction with the Product. Seller further warrants to Buyer that during the Warranty Period, all Services performed by Seller for Buyer will be provided in a workmanlike manner.

3. **Disclaimers.** EXCEPT AS EXPRESSLY SET FORTH IN THIS LIMITED WARRANTY OR IN A SEPARATE, APPLICABLE SOFTWARE LICENSE AGREEMENT, ALL SOFTWARE IS LICENSED ON AN "AS IS" BASIS WITHOUT WARRANTY.

4. **Inspection and Return Authorization.** Buyer must promptly notify Seller of any claimed defect in the Product and/or Services. If Buyer claims that a Product is defective in materials or workmanship, Seller shall have the right to either examine the Product where it is located or, in its sole discretion, issue shipping instructions for return of the Product. Seller's inspection in response to a warranty claim shall not constitute acceptance or acknowledgment of the claim's validity. Except as otherwise agreed to in writing, Products may not be returned to Seller without prior authorization. Buyer must contact Seller to obtain an authorization number and return the Products to the location designated by Seller. Any Products returned to Seller without proper authorization will be returned to Buyer at Buyer's expense. Risk of loss, damage and insurance responsibilities for the Products shall not pass from Buyer to Seller until delivery of the Products to Seller's designated location. Buyer shall prepay all transportation charges for such return.

5. **Remedies.** Seller's sole and exclusive obligation and Buyer's exclusive remedy under this Warranty is Seller's repair or replacement of the defective Product or re-performance of Services or issuance of a credit for the net book value of the purchase price of the defective Product. Seller shall have sole discretion as to which of these remedies Seller will provide. Seller is not liable for any repair or maintenance costs incurred by Buyer, unless Seller authorizes such charges in writing in advance of the commencement of the work. If Seller elects to replace or repair the defective Product, the replaced or repaired Product will be warranted for the remainder of the Warranty Period applicable to the originally shipped Product, but the Warranty shall not be extended beyond the original Warranty Period. Replacement Products may be new, refurbished or contain refurbished materials.

6. **Notice and Waiver.** If Buyer discovers any defect in the Product, Buyer must provide prompt (and in no case later than thirty (30) days after discovery) written notice to Seller of the claimed defect. Such notice shall describe, in reasonable detail, the symptoms of such defect. The notice must be received by Seller during the Warranty Period for such Product. Failure to give timely notice of a claim shall result in Buyer's waiver of such claim.

7. **Transfer of Ownership.** This Warranty is not transferable unless Buyer is expressly authorized by Seller in writing to resell the Product. In addition, Buyer must notify Seller on or before the fifteenth (15th) day after the date on which it transfers ownership of the warranted Product. Any transfers in violation of this Section shall invalidate this Warranty. Notice of the transfer of ownership must be in writing and shall include the name and address of the new owner.

8. **Exclusions from Warranty.** This Warranty shall not apply to problems attributable to, or as a result of:

- (a) improper installation or misapplication of parts;
- (b) chain or system failures induced by other products or components;
- (c) lack of proper inspection or maintenance or failure to provide a suitable operating environment;
- (d) any consumables provided with the Product, including but not limited to batteries and other accessories, and any other materials, components or products manufactured by a third party;
- (e) power surges, fire, unusual mechanical, physical or electrical stress, severe weather conditions or acts of nature, including but not limited to, lightning or floods;
- (f) usage or operation not in accordance with published ratings, specifications or instructions, including but not limited to environmental specifications identified by Seller;
- (g) any adjustment, modification, alteration, removal or repair of any part of the Product, including but not limited to removal or alteration of serial numbers or other identifying marks not expressly authorized by Seller in writing;
- (h) accidental damage, misuse, abuse, neglect or unauthorized access of the Product or of any system of which the warranted Product is a part;
- (i) any type of aesthetic changes due to oxidation or corrosion occurring on stainless steel or galvanized steel parts installed in unusually corrosive marine and industrial atmospheres (in which case Seller's only obligation shall be to ensure that Product complies with Seller's published material specifications);
- (j) use of the Product for purposes other than that for which it was designed; or
- (k) mishandling during shipment of the Product.

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This Warranty is for Products installed and used in accordance with Seller's design, installation and operating parameters. Buyer's failure to ensure conformity with such parameters will void all warranties. Under no circumstance shall Seller have any liability or obligation with respect to expenses, liabilities or losses associated with the installation or removal of any Product or the installation or removal of any components for inspection, testing or redesign occasioned by any defect or by any repair or replacement of a Product.

9. **Limitation on Liability.** THE WARRANTIES SET FORTH IN SECTION 2 HEREOF ARE EXCLUSIVE AND ARE MADE ONLY TO BUYER. SELLER MAKES NO OTHER REPRESENTATIONS OR WARRANTIES, EXPRESS OR IMPLIED, AND SPECIFICALLY DISCLAIMS AND EXCLUDES ANY REPRESENTATION OR WARRANTY OF MERCHANTABILITY, NONINFRINGEMENT OR FITNESS FOR A PARTICULAR PURPOSE AND ANY REPRESENTATION OR WARRANTY ARISING BY USAGE OF TRADE, COURSE OF DEALING OR COURSE OF PERFORMANCE. No person is authorized to give any additional warranties on Seller's behalf or to assume for Seller any other liability, except in a writing signed by an authorized officer of Seller. SELLER'S TOTAL LIABILITY FOR ANY CLAIM OR DAMAGE ARISING OUT OF AND/OR IN CONNECTION WITH THE MANUFACTURE, SALE, DELIVERY OR USE OF THE PRODUCTS OR SERVICES WILL BE LIMITED TO PROVEN DIRECT DAMAGES, NOT TO EXCEED (I) FOR PRODUCTS, THE DEPRECIATED VALUE OF THE PURCHASE PRICE OF SUCH PRODUCTS OR (II) FOR SERVICES, THE ACTUAL AMOUNT PAID TO SELLER FOR SERVICES DURING THE 12 MONTH PERIOD IMMEDIATELY PRIOR TO THE EVENT (OR SERIES OF EVENTS) GIVING RISE TO THE LIABILITY. IN NO EVENT WILL SELLER BE LIABLE FOR ANY INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL OR PUNITIVE DAMAGES, INCLUDING, WITHOUT LIMITATION, ANY CLAIM FOR LOSS OF ACTUAL OR ANTICIPATED DATA, USE, REVENUES OR PROFITS. The Products are not specifically designed, tested, manufactured or intended for operation or use in any inherently dangerous, life endangering or life support applications where any failure of the Products could lead to death, personal injury or significant physical or environmental damage (High Risk Activities). If Buyer uses the Products in High Risk Activities, including but not limited to nuclear facilities or the flight, navigation or communication of aircraft, Buyer agrees that neither Seller nor its third party licensors are liable in whole or in part, for any claims or damages arising from such use, and that Buyer shall indemnify and hold Seller and its third party licensors harmless from any and all claims for loss, cost, damage, expense or liability arising out of or in connection with any use of the Products in High Risk Activities. These limitations on liability will apply regardless of the form of action, whether in contract, tort, strict liability or otherwise, and whether damages were foreseeable and will survive failure of any exclusive remedies provided in Section 4 hereof.

10. **Choice of Law.** The terms and conditions contained herein and the rights of the parties to any transaction to which they relate shall be governed by and construed in accordance with the laws of the State of North Carolina, U.S.A. The United Nations Convention on Contracts for the International Sale of Goods shall not apply.

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Exhibit A

Product Categories	Warranty Period from Original Shipment Date*
Category A Products E6000® Converged Edge Router (CER); E6000n Remote PHY Devices (RPDs); E6000r Remote PHY Shelves; E6000n Remote MACPHY Devices (RMDs); vManager; Remote OLT (R-OLT); associated power supplies and accessories. CommScope FLX™ PON OLT portfolio including vOLT. CherryPicker® products, Encoder products including ME-7000, SE-6000; DSR-4xxx, DSR-6xxx and DSR-7xxx series IRD products, and Uplink systems including TME-2020, VDP-1000, BNC, DEM, and SEM; All APEX Universal EQAM including APEX1000 and APEX3000; All Aloha interactive products including OM2000, ARPD, ADM4000 and NC1500 4.0. All SDM products. All VUE and VTM Software Products. All STDC products.	Hardware One (1) Year Software Ninety (90) Days
Category B Products All High and Standard Definition Transport Adapter MS4000 Media Streamer	Hardware One (1) Year Software Ninety (90) days ** For certain CPE, option for 1% overship in lieu of Hardware warranty is standard
Category C Products All Third Party OEM Products: power meters; All VUE and VTM hardware platforms; NC1500 4.0 hardware platform; LQA256 Legacy QAM Adapter; Elemental Products including Live, Server, Delta, Conductor and StatMux; DC2180 Cabinet Node. Cooling Systems	Pass Through from OEM: Hardware One (1) Year Software Ninety (90) Days
Category D Products All OM and SG optical node platforms, Flex Max® and Starline® amplifier platforms, RF Taps & Passives, and Optical Passives	Hardware Five (5) Years within the United States and Canada Hardware Three (3) Years outside United States and Canada Software Ninety (90) Days
Category E Products All CHP Headend Optical (HEO) Elements	Hardware Three (3) Years Software Ninety (90) Days
Category F Products All NC optical node platforms and Optical Passives, including OP/NP/DP/DC models.	Hardware Five (5) Years Software Ninety (90) Days
Category G Products All CH3 Headend (HEO) Elements	One (1) year
Category H Products All EPON and GPON ONUs, RFoG/HPON R-ONUs, including, CP8 models and associated power supplies and accessories	Hardware Three (3) Years Software Ninety (90) Days
Category I Products All ConvergeMedia® Distribution Platforms and Management Suite, AdManager including SkyVision Ad Management and EMP solutions CVEx, SVA, all Vertasent products including SVOM, SVM and ERM, AdEdge COM and AdEdge APS,VMS, Manifest Delivery Controller (MDC), ARRIS® Video Content Manager (AVCM) and Next Generation Insertion (NGI) and Multicast ABR.	Hardware One (1) Year Software Ninety (90) Days
Category J Products ServAssure® Advanced, ServAssure NXT - Alarm Central, ServAssure NXT - Analyze, ServAssure Domain Manager and EventAssure. WorkAssure® Workforce Management, Mobile TV, SecureMedia® software and Titanium	Hardware One (1) Year Software Ninety (90) Days

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Category K Products All CAS Products including DAC, CASMR (and associated plug-ins), CAST, Advisor, CSS, OLL, CSS-Lite, KLS, DKS, CPMS	DAC, CASMR, CAST, Advisor, CSS Hardware Three (3) Years OLL, CSS-Lite, KLS, DKS, OLES, CPMS Hardware One (1) Year Software Ninety (90) Days
Category L Products RUCKUS® Wi-Fi® Products	Hardware: - Indoor Access Points and Wall Plate Access Points – Limited Lifetime Warranty,** except for access points with an “e” suffix (e.g., R350e), for which the HW warranty period is one (1) year. - Outdoor Access Points – One (1) Year - Controllers – One (1) Year, except ZoneDirector™ controllers are covered by the Limited Lifetime Warranty** Software Ninety (90) Days
Category M Products RUCKUS ICX® Switches	- ICX Switches (including switch modules, PSUs, and Fans, but excluding removable optics/transceivers and LEDs) – Limited Lifetime Warranty,** except for ICX 7150- C08PT, for which the HW warranty period is 13 months, and except for ICX Switches with an “E” notation (e.g., ICX 7150-XXX-ES), for which the HW warranty period is five (5) years. - LEDs – 12 months - Removable Optics/Transceivers – 60 months (13 months if shipped from Seller prior to June 1, 2021) Software: Limited lifetime access to defect repairs, and software maintenance updates through end of support date of product
Category N Products Other OSP Cable Products (P3®, Drop Coax, Fiber Cable, Fiber Drop Cable, CIC) NovuX® Products Prodigy® Products Products FDH Products Multiservice terminals (MST), Open Terminals (OTE) and Hardened Drop Cable Assemblies OSP “Box” Products Mini-RDTs and RDTs FOSC®, FIST® and Tenio™ OSP Copper Connect and Closure Products Fiber Optic Panels, including Accessories, Mounting Hardware, Modules Fiber Optic Field Terminated Connectors, Kits, Tools, Consumables, Accessories Indoor Fiber Cable, Patch Cords, Cable Assemblies, Fiber Trunks	One (1) year

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Passive Optical Components and Value Added Modules (VAMs) FiberGuide® : Fiber cable Management System Optical Distribution Frames, including Modules, Blocks, Accessories and Hardware Cabinets Cable and Apparatus Products Alifabs Cabinets & Ancillary Products Alifabs Telecommunications Towers and Accessories	
Category O Products Alifabs Free Cooling Products and Accessories and Spare Parts, including Monitor All-In-One FLX (Active Passive Cabinets)	Two (2) years
Category P Products ValuSite Products I-Line Accessory Products	Three (3) years
Category Q Products Broadband RF Connectivity Products Premium Passive Products, including In-Building Directional Couplers, Hybrid Matrices, Tappers, Power Splitters, Terminations, Attenuators and CMAX Antenna Products	Five (5) years
Category R Products QR® Coaxial Cable	Five (5) years
Category S Products Fixed Subscriber Antennas	The earlier of: (i) three (3) years from the date of installation or (ii) thirty-nine (39) months from the date of original shipment
Category T Products OneCell® Powered Fiber Cable Solution: Hybrid Copper and Fiber Cables, Class 2 Power Supplies, Indoor/Outdoor POE Extenders, Field Terminated Outlets, Consolidation Boxes and Related Passive Components	Hardware, the earlier of: (i) one (1) year from the date of installation; or (ii) fifteen (15) months from the date of original shipment Software Ninety (90) Days
Category U Products Small Cell Device Management Systems (DMS) Software DAS Device Management System (AIMOS) Software	Ninety (90) days
Category V Products Copper Structured Cabling Products Other Enterprise Products (Coax, Automotive Cables, Enterprise Enclosures and miscellaneous items) (excluding software)	One (1) year from the date of Installation
Category W Products Alifabs Services (power upgrades, enablements, installation and decommission work, rigging, and fault management)	One (1) year from the date of completion of the work.
Category X Products imVision® and VisiPORT™ Controllers, and Intelligent Overlays	Three (3) years

* For Category I and Category J Products only, if Seller is engaged by Buyer to provide Services for the implementation of the purchased Products, warranty period for such Products shall commence upon Buyer's acceptance of the Products and Services.

** For Category L Products only, "Limited Lifetime Warranty" means the period beginning on the Product shipment date and continuing for as long as the original end user of the Product continues to own and use the Product. For Category M Products only, "Limited Lifetime Warranty" means the period beginning on the Product shipment date and continuing (i) for as long as the original end user of the Product continues to own and use the Product or (ii) through the End of Support date, as defined in the RUCKUS End of Life Policy, whichever is earlier

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