

Legal: Limited Warranty

Equipment Limited Warranty

WildBlue Communications, Inc. ("WildBlue") manufactures (or has manufactured by a third party) its hardware products from parts and components that are new or equivalent to new in accordance with industry-standard practices. WildBlue warrants that the following hardware products supplied by WildBlue to you will be free from defects in materials and workmanship: the satellite modem, power supply and outdoor unit (including the antenna and the transceiver). For all equipment installed on or after January 13, 2008, the limited warranty term is two years, beginning on the date of installation of the equipment. For all equipment installed prior to January 13, 2008, the limited warranty term is one year, beginning on the date of installation of the equipment.

This limited warranty does not cover damage or affected operation of covered equipment resulting from external causes, including accident, acts of God, abuse, vandalism, misuse, problems with electrical power, servicing not authorized by WildBlue, unauthorized disassembly or opening of components (including the modem or transceiver), usage not in accordance with product instructions, failure to perform reasonable required preventive maintenance, and problems caused by use of parts and components not supplied by WildBlue. This limited warranty does not cover any items that are in one or more of the following categories: software; external devices (except as specifically noted); accessories or parts added to a WildBlue system after the system is installed by WildBlue; accessories or parts added to a WildBlue system through WildBlue's system integration department; and accessories or parts that are not installed at the factory.

During the limited warranty period, WildBlue will repair or replace covered products that are returned to WildBlue's designated address. To request limited warranty service, you must contact WildBlue's Customer Care department, toll-free, at (866) 945-3258 within the limited warranty period. If service to the satellite modem or power supply is required pursuant to the limited warranty, WildBlue will ship new or reconditioned replacement products to your address in the continental US, freight prepaid. WildBlue also will enclose pre-paid shipping materials and you must use this packaging to ship the defective product(s) back to WildBlue's designated address. If you do not do so, or if the returned merchandise is not received in good condition (less the repair issue for which you originally sought limited warranty service) you will be responsible for paying the full list price of the equipment that was sent as a replacement.

If your WildBlue-supplied outdoor unit requires service under this limited warranty, WildBlue will not charge for any labor costs we incur to repair or replace it (or any component of it) within the first 90

days after the initial installation. After this period, WildBlue will cover the cost of the new equipment, but the on-site labor cost must be paid by you. WildBlue will provide on-site labor at its standard rates and an estimated charge can be given prior to the work, based on the type of the replacement. If your satellite dish needs to be re-pointed after the first 90 days of service, standard on-site labor charges will apply.

WildBlue owns all parts removed from repaired products. WildBlue uses new and reconditioned parts made by various manufacturers in performing limited warranty repairs and building replacement products. If WildBlue repairs or replaces a product, its limited warranty term is not extended.

THIS WARRANTY GIVES YOU SPECIFIC LEGAL RIGHTS, AND YOU MAY ALSO HAVE OTHER RIGHTS THAT VARY FROM STATE TO STATE. WILDBLUE'S RESPONSIBILITY FOR MALFUNCTIONS AND DEFECTS IN HARDWARE IS LIMITED TO REPAIR AND REPLACEMENT AS SET FORTH IN THIS LIMITED WARRANTY STATEMENT. ALL EXPRESS AND IMPLIED WARRANTIES FOR THE PRODUCT, INCLUDING BUT NOT LIMITED TO ANY IMPLIED WARRANTIES OF AND CONDITIONS OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, ARE LIMITED IN DURATION TO THE LIMITED WARRANTY PERIOD SET FORTH ABOVE AND NO WARRANTIES, WHETHER EXPRESS OR IMPLIED, WILL APPLY AFTER SUCH PERIOD. SOME STATES DO NOT ALLOW LIMITATIONS ON HOW LONG AN IMPLIED WARRANTY LASTS, SO THE ABOVE LIMITATION MAY NOT APPLY TO YOU.

WILDBLUE DOES NOT ACCEPT LIABILITY BEYOND THE REMEDIES SET FORTH IN THIS LIMITED WARRANTY STATEMENT OR ANY LIABILITY FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES, INCLUDING WITHOUT LIMITATION ANY LIABILITY FOR PRODUCTS NOT BEING AVAILABLE FOR USE OR FOR LOST DATA OR SOFTWARE. SOME STATES DO NOT ALLOW THE EXCLUSION OR LIMITATION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE EXCLUSION OR LIMITATION MAY NOT APPLY TO YOU.

These provisions apply to WildBlue's limited warranty only. For provisions of any service plan covering your system, refer to the separate service contract for that plan.

Version 2.0 – effective January 13, 2008