

UbiDuo Personal Communication Device
Limited Warranties and Return Policy

THE UBIDUO MODEL 200A PERSONAL COMMUNICATION DEVICE HARDWARE PRODUCTS AND SOFTWARE PURCHASED IN THE U.S. OR CANADA COME WITH A 1-YEAR LIMITED WARRANTY. THE FOLLOWING SECTIONS DESCRIBE THE LIMITED WARRANTIES AND RETURN POLICY FOR THE U.S.

SCOMM RETURN POLICY (U.S. & CANADA ONLY)

For the first thirty (30) days following the date of the invoice for your UbiDuo Model 200A, you may return to sComm, within the applicable return policy period, products that you purchased directly from sComm for a credit or a refund of the purchase price paid, less shipping and handling and applicable restocking fees.

Hardware Products and Accessories: Unless you have a separate agreement with sComm or except as provided in the section below, all hardware, accessories, peripherals, parts and software that is unopened and still in its/their sealed package or, if delivered electronically, that has not been downloaded, may be returned within thirty(30) days from the date on the packing slip or invoice for a credit or a refund of the purchase price paid, less shipping and handling and applicable restocking fees.

Exceptions to sComm's 30-day return policy: Application software or an operating system that has been installed by sComm may not be returned unless you return the entire computer under the 30-day return policy, if applicable to your purchase (if not applicable to your purchase, you may not return application software or an operating system).

Restocking Fees: Unless the product is defective or the return is a direct result of a sComm error, a restocking fee of 15% may be charged on hardware, accessories, peripherals, and parts still in its/their sealed package, and on software that has not been downloaded if the software is delivered electronically.

How to Return: To return products, you must contact sComm customer service (www.scommonline.com) and receive a Credit Return Authorization Number within the return policy period applicable to the product you want to return. You must obtain a Credit Return Authorization Number in order to return the product. See "Contacting sComm" or "Getting Help" in your customer documentation or the above website to find the appropriate contact information for obtaining customer assistance.

You must ship the products to sComm within ten (10) days of the date that sComm issues the Credit Return Authorization Number. You must:

- Ship back **all** products you are seeking to return to sComm. At sComm's discretion, credit for partial returns may be less than invoice or individual component prices due to bundled or promotional pricing and any unadvertised discounts or concessions.
- Return the products in their original packaging, in as-new condition along with any media, documentation, and all other items that were included in the original shipment.
- Ship the product(s) at your expense, and insure the shipment or accept the risk of loss or damage during shipment.
- Upon receipt of the complete returned purchase, sComm will issue a credit or a refund of the purchase price paid, less shipping and handling and applicable restocking fees.

WHAT IS COVERED BY THIS LIMITED WARRANTY?

- Hardware: This limited warranty covers defects in materials and workmanship in your — the first end-user customer's — sComm hardware products, including sComm's peripheral products and accessories.
- Software: The limited warranty also includes the software package for the UbiDuo Model 200A, including the operating system and any software added to the UbiDuo Model 200A hardware products through our factory-integration system or the reloading of software, obtained from the sComm website at www.scommonline.com.
- Appearance: The UbiDuo Model 200A shall be free of visible defects and scratches or dents that are visible in normal daylight room lighting conditions from a distance of 24 inches from the surface or that exceed 12 inches in length. The UbiDuos shall be clean and free from grease or grime or discoloration.

WHAT IS NOT COVERED BY THIS LIMITED WARRANTY?

This limited warranty does not cover:

- Non-sComm branded and products and accessories; or
- Problems that result from:

External causes such as accident, abuse, misuse, contamination by foreign matter, improper power, fire, explosions, accidents or events not arising under normal operating conditions; or damage arising from any other cause beyond sComm's reasonable control;

Problems with electrical power, repairs, modifications, additions, servicing or hardware repairs performed by a party other than sComm, designated sComm representative or third-party not authorized by sComm;

Usage that is not in accordance with product instructions, or any failure to follow manufacturer's installation, operation, or maintenance instructions;

Failure to follow the product instructions or failure to perform preventive maintenance;

Problems caused by using accessories, parts, or components not supplied by sComm;

Batteries and similar components subject to wear or burnout through normal use.

Products with missing or altered service tags or serial numbers; and

Products for which sComm has not received payment.

THIS WARRANTY GIVES YOU SPECIFIC LEGAL RIGHTS, AND YOU MAY ALSO HAVE OTHER RIGHTS WHICH VARY FROM STATE TO STATE (OR JURISDICTION TO JURISDICTION). SCOMM'S RESPONSIBILITY FOR MALFUNCTIONS AND DEFECTS IN HARDWARE IS LIMITED TO REPAIR AND REPLACEMENT AS SET FORTH IN THIS WARRANTY STATEMENT. ALL EXPRESS AND IMPLIED WARRANTIES FOR THE PRODUCT, INCLUDING BUT NOT LIMITED TO ANY IMPLIED WARRANTIES AND CONDITIONS OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, ARE LIMITED IN TIME TO THE TERM OF THE LIMITED WARRANTY PERIOD REFLECTED ON YOUR PACKING SLIP OR INVOICE. NO WARRANTIES, WHETHER EXPRESS OR IMPLIED, WILL APPLY AFTER THE LIMITED WARRANTY PERIOD HAS EXPIRED. SOME STATES DO NOT ALLOW LIMITATIONS ON HOW LONG AN IMPLIED WARRANTY LASTS, SO THIS LIMITATION MAY NOT APPLY TO YOU.

WE DO NOT ACCEPT LIABILITY BEYOND THE REMEDIES PROVIDED FOR IN THIS LIMITED WARRANTY OR FOR CONSEQUENTIAL OR INCIDENTAL DAMAGES, INCLUDING, WITHOUT LIMITATION, ANY LIABILITY FOR THIRD-PARTY CLAIMS AGAINST YOU FOR DAMAGES, FOR PRODUCTS NOT BEING AVAILABLE FOR USE, OR FOR LOST DATA OR LOST SOFTWARE. OUR LIABILITY WILL BE NO MORE THAN THE AMOUNT YOU PAID FOR THE PRODUCT THAT IS THE SUBJECT OF A CLAIM. THIS IS THE MAXIMUM AMOUNT FOR WHICH WE ARE RESPONSIBLE.

SOME STATES DO NOT ALLOW THE EXCLUSION OR LIMITATION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE LIMITATION OR EXCLUSION MAY NOT APPLY TO YOU.

HOW LONG DOES THIS LIMITED WARRANTY LAST?

The limited warranty on all sComm-branded hardware and software products for the UbiDuo Model 200A begins on the date of the packing slip or invoice and lasts for twelve (12) months from the date of the packing slip.

The warranty period is not extended if we repair or replace a warranted product or any parts. sComm may change the availability of limited warranties, at its discretion, but any changes will not be retroactive.

WHAT DO I DO IF I NEED WARRANTY SERVICE?

Before the warranty expires, please call us at the relevant toll free or **TTY** number listed in the following table. Please also have your or order number available.

Contact	Phone (U.S. Only) E-Mail TTY	Web
Web Support:		www.scommonline.com
Individual Home Consumers:		www.scommonline.com
Technical Support	1-800	www.scommonline.com
Customer Service	1-800	www.scommonline.com
Individual Home Consumers who purchased through an Employee Purchase Program:		www.scommonline.com
Technical Support and Customer Service	1-800	www.scommonline.com
Government and Education Customers:		www.scommonline.com
Technical Support and Customer Service	1-800	www.scommonline.com

WHAT WILL SCOMM DO?

During the 365 days of the one year limited warranty:

During the first 365 days of the limited warranties, we will repair the UbiDuo Model 200A hardware products returned to us that prove to be defective in materials or workmanship. If we are not able to repair the product, we will replace it with a comparable product that is new or refurbished.

During the first 365 days of the limited warranties, we will repair the UbiDuo Model 200A software returned to us that proves to be defective or will direct you to a software download at sComm's website at www.scommonline.com.

If the software cannot be reloaded or repaired, we will replace it with a comparable product that is new or refurbished.

When you contact us, we will issue a Return Material Authorization Number for you to include with your return. You must return the products to us in their original or equivalent packaging, prepay shipping charges, and insure the shipment or accept the risk if the product is lost or damaged in shipment. We will return the repaired or replacement products to you. We will pay to ship the repaired or replaced products to you if you use an address in the United States (excluding Puerto Rico and U.S. possessions and territories). Otherwise, we will ship the product to you freight collect.

If we determine that the problem is not covered under this warranty, we will notify you and inform you of service alternatives that are available to you on a fee basis.

NOTE: BEFORE YOU SHIP THE PRODUCT(S) TO US, MAKE SURE TO BACK UP THE DATA ON THE HARD DRIVE(S) AND ANY OTHER STORAGE DEVICE(S) IN THE PRODUCT(S). REMOVE ANY CONFIDENTIAL, PROPRIETARY, OR PERSONAL INFORMATION. WE ARE NOT RESPONSIBLE FOR ANY OF YOUR CONFIDENTIAL, PROPRIETARY, OR PERSONAL INFORMATION; LOST OR CORRUPTED DATA; OR DAMAGED OR LOST REMOVABLE MEDIA.

During the remaining years: For the remaining life of your UbiDuo Model 200A and after the limited warranty period has expired, we can replace or repair any defective part with new or refurbished parts or assist with downloading software for a fee.

When you contact us, we will issue a Return Material Authorization Number for you to include with your return. You must return the products to us in their original or equivalent packaging, prepay shipping charges, and insure the shipment or accept the risk if the product is lost or damaged in shipment. We will return the repaired or replacement products to you. We will pay to ship the

repaired or replaced products to you if you use an address in the United States (excluding Puerto Rico and U.S. possessions and territories). Otherwise, we will ship the product to you freight collect.

Require a valid credit card number at the time you request your fee based repairs, but we will not charge you until we have diagnosed the problem, communicated the problem to you and received your written authorization for the repairs.

Upon completion of the repairs, we will charge to your credit card the then-current standard price for that part.

We will ship the part freight collect for your payment.

WHAT IF I PURCHASED A SERVICE CONTRACT?

If your service contract is with sComm, service will be provided to you under the terms of the service agreement. Please refer to that contract for details on how to obtain service. If you purchased through us a service contract with one of our third-party service providers, please refer to that contract for details on how to obtain service.

HOW WILL YOU FIX MY PRODUCT?

We reserve the right to use new and refurbished parts made by various manufacturers in performing warranty repairs and in building replacement parts and systems. Refurbished parts and systems are parts or systems that have been returned to sComm, some of which were never used by a customer. All parts and systems are inspected and tested for quality. Replacement parts and systems are covered for the remaining period of the limited warranty for the product you bought. sComm owns all parts removed from repaired products.

MAY I TRANSFER THE LIMITED WARRANTY?

Limited warranties on systems may be transferred if the current owner transfers ownership of the system and records the transfer with us. You may record your transfer by going to sComm's Web site: at www.scommonline.com.

If you do not have Internet access, call your customer care representative or call 1-800- for instructions.