

Dolby Software Maintenance and Extended Warranty Policy

Revised as of August 25, 2009

OVERVIEW

Dolby Laboratories' standard one (1) year New Product Limited Warranty covers hardware and provides Software Maintenance as described below, with the Customer's purchase of the new Dolby Laboratories, Inc. products listed below (a "Product"). This one (1) year coverage period shall commence on the date of purchase of the applicable Product and will expire one (1) year from that date. Prior to the expiration of the first year, the Customer will have the option to purchase additional years of Software Maintenance or Extended Warranty as described below. The Software Maintenance and Extended Warranty apply only to the following specific Professional Products: Dolby® Show Store (DSS100), Dolby Show Player (DSP100), Dolby Show Library (DSL100), Theatre Management System software (Software Maintenance only), CP750 Digital Cinema Processor, Dolby Screen Server (DSS200) and the DP600 Program Optimizer. The Extended Warranty provisions do not apply to software only products.

The terms "You," "Your," and "Customer" refer to the individual or entity that has ordered technical support from Dolby or an authorized distributor.

To receive Software Maintenance and/or Extended Warranty as provided by Dolby, all software programs must be properly licensed and all Dolby software and hardware products must be unmodified.

This Policy is subject to change at Dolby's discretion; however, the services provided will not be materially reduced during the period in which support has been paid.

Software Maintenance

Software Maintenance provides owners of a covered Product with software bug fixes and updates generally made available by Dolby to their customers at no additional charge when a Product is covered by a Software Maintenance service program. Issues in the software must be demonstrable in the currently supported release(s) of a Dolby licensed software program, running unaltered, and on the original hardware and operating system configuration, as specified in the documentation supplied with the Product(s). Software Maintenance consists of the following:

1. Software program updates, fixes, security alerts, critical patch updates, upgrade scripts, general maintenance releases, and documentation updates (collectively, "Software Updates"). Software Updates are provided when and if available and Dolby shall have no obligation to develop any future features or functionality for the Product under the Software Maintenance Policy. Software Maintenance does not include any new software releases with additional features or options or future software program(s) that Dolby sells separately.
2. Such Software Updates will be delivered by electronic download (or physical media upon special request). The Customer shall be responsible for downloading and installing such Software Updates.
3. If the Customer has not purchased Software Maintenance, then all Software Updates for the Product may be purchased separately at market rates as they become available.

Extended Warranty

The Extended Warranty program provides owners of the Product with the same benefits as Dolby's standard Limited New Product Warranty for the time period beyond the initial one (1) year included in the Product's purchase price. The Extended Warranty includes the following:

1. The benefits listed in the Software Maintenance section above, and;
2. Dolby will repair or, at its option, replace hardware components which prove to be defective in materials and/or workmanship, provided the Product is returned (with shipment costs prepaid by the Customer) to Dolby direct or via its authorized dealers or distributors in accordance with Dolby's Repair and Exchange policy.
3. In the event a hard disc drive included with the Product fails under the New Product Warranty or Extended Warranty, the Customer shall return the defective hard disc drive to Dolby at the Customer's expense, and Dolby will ship a replacement hard disc drive at Dolby's expense for reinstallation into the Product by the Customer.

Defects in the Product caused by modifications, physical damages, misuse, accidents, improper installation and environmental operating conditions and connectivity (audio, network, and electrical), unauthorized Customer repairs, or any further damage caused by inadequate packaging for service return are not covered by this warranty. No on-site labor for removal, packing, or reinstallation of the Product is included in this hardware warranty. If further assistance is required, the Customer may purchase such assistance at Dolby's then current rates.

NOTE: Failure to purchase or renew the Extended Warranty coverage for the Product prior to the expiration date of the applicable New Product Warranty or Extended Warranty coverage period will result in the loss of the right to purchase or renew the Extended Warranty and, as a result, Your benefits under the Extended Warranty will terminate at the end of such period and cannot be reinstated. The Extended Warranty can only be purchased for up to a maximum of five (5) years from the date of the initial Product purchase.

ADDITIONAL TERMS

Prior to the expiration of Dolby's New Product Limited Warranty period, the Software Maintenance and Extended Warranty programs may be renewed, for each Product to be covered, and ordered through Dolby's sales department. The Software Maintenance and Extended Warranty programs are specific to each Product based on the serial number. When requested, the Customer shall provide the serial number(s) for the Product covered to initiate claims against the services described below.

Fees are due and payable annually in advance of a support period, unless otherwise stated in the relevant agreement with Dolby or a Dolby affiliate. Your commitment to pay is required to process Your order with Dolby (e.g., purchase order, actual payment, or other approved method of payment). An invoice will be issued only upon receipt of Your commitment to pay, and will be sent to a single billing address as designated by You. Failure to submit payment will result in the termination or loss of right to purchase Software Maintenance and/or Extended Warranty.

Support Period

If you purchase the Software Maintenance and/or Extended Warranty programs prior to the expiration of the applicable New Product Warranty or previous Software Maintenance/Extended Warranty Support Period, the effective date of your renewal/purchase will be the day after the expiration of the applicable New Product Warranty or previous Software Maintenance/Extended Warranty Support Period. For purchases after the expiration of the applicable New Product Warranty or previous Software Maintenance/Extended Warranty Support Period, see “Reinstatement of Dolby Software Maintenance or Extended Warranty Services” below. Terms, including pricing, reflect a one (1) year support period (the “Support Period”). Unless otherwise outlined in this Policy, all services ordered for the Support Period and the related fees are noncancelable and nonrefundable. Dolby is not obligated to provide services beyond the end of the Support Period unless Your subscription is renewed on or before the service expiration date.

Matching Service Levels

There is no requirement that the Customer purchase Software Maintenance and/or an Extended Warranty for all Products purchased, but when purchasing services, all Products in any given location (i.e., facility or complex) must be supported at the same service level (e.g., standard Software Maintenance and/or Extended Warranty). Unsupported Products cannot be co-located with Products that are covered under Software Maintenance or Extended Warranty.

Reinstatement of Dolby Software Maintenance or Extended Warranty Services

In the event that Software Maintenance lapses or is not purchased within the New Product Warranty period, a reinstatement fee will be assessed. The reinstatement fee is equal to 150 percent of the support fee that would have been incurred for the period from the date the Software Maintenance lapsed to the reinstatement date (or the expiration of the original product’s New Product Warranty based on the invoice date, if Software Maintenance was never purchased). Applicable renewal adjustments are applied to the reinstatement fee and go-forward support fee.

Once the Extended Warranty lapses, the Customer is not allowed to renew or reinstate the Extended Warranty, but may only purchase or renew Software Maintenance.

Unsupported Products

Customers with Products that are no longer supported do not receive Software Updates, telephone assistance, or any other technical support services for those Products. Software programs purchased or downloaded for trial use, used with other supported products, or purchased or downloaded as replacements may not be used to update any unsupported products or software.

Right to Discontinue Support

It may become necessary as a part of Dolby’s product lifecycle to drop certain products or software releases from support and, therefore, Dolby reserves the right to discontinue support for certain products or software releases without obligation; however, Dolby will use commercially reasonable efforts to give ninety (90) days’ notice. Dolby will refund any Software Maintenance or Extended Warranty fees paid related to periods after the discontinuation of support for such products or software that are no longer supported.

New Product Limited Warranty: Equipment manufactured by Dolby Laboratories is warranted against defects in materials and workmanship for a period of one (1) year from the date of purchase.

During the warranty period, at Dolby Laboratories' sole discretion, Dolby will repair or replace components which prove to be defective or, if Dolby deems that the equipment is irreparable, Dolby will provide a replacement Product with the same or equivalent model, provided the Product is returned, shipped prepaid by the Customer, to Dolby direct or via an authorized dealer. Usage of such Product must be in accordance with applicable Product documentation. Defects caused by modifications, physical damages, misuse, accidents, improper installation and environmental operating conditions and connectivity (audio, network, and electrical), unauthorized Customer repairs, or any further damage caused by inadequate packaging for service return are not covered by this warranty. These defects will null and void the warranty and Dolby reserves the right to charge the Customer to remedy such defects.

RETURNS: Material may not be returned to Dolby Laboratories, Inc. without prior authorization. The Customer must contact Dolby Laboratories, Inc. to obtain a Return Material Authorization (RMA) number or Repair and Exchange (RXO) Number. Any Product returned to Dolby Laboratories, Inc. without proper authorization will be returned to the Customer at the Customer's expense.

RESTOCKING: A restocking charge is applicable for all returned Products. Products returned over ninety (90) days from original invoice date will not be accepted for credit.

SERVICE WARRANTY: Dolby warrants that the Software Maintenance and Extended Warranty services will be provided in a professional manner consistent with industry standards. You must notify Dolby of any support deficiencies within ninety (90) days from performance of the defective service.

TO THE EXTENT PERMITTED BY LAW, THESE WARRANTIES ARE EXCLUSIVE AND THERE ARE NO OTHER EXPRESS OR IMPLIED WARRANTIES AND NO WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, OR OF NONINFRINGEMENT OF THIRD-PARTY RIGHTS (INCLUDING, BUT NOT LIMITED TO, PATENT AND COPYRIGHT RIGHTS).

FOR ANY BREACH OF THE SERVICE WARRANTY, YOUR EXCLUSIVE REMEDY, AND DOLBY'S ENTIRE LIABILITY, SHALL BE THE REPERFORMANCE OF THE DEFICIENT SERVICES, OR IF DOLBY CANNOT SUBSTANTIALLY CORRECT A BREACH IN A COMMERCIALY REASONABLE MANNER, YOU MAY END THE RELEVANT SERVICES AND RECOVER THE FEES PAID TO DOLBY FOR THE DEFICIENT SERVICES.

LIMITATION OF LIABILITY

NEITHER PARTY SHALL BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, PUNITIVE, OR CONSEQUENTIAL DAMAGES, OR ANY LOSS OF PROFITS, REVENUE, DATA, OR DATA USE. DOLBY'S MAXIMUM LIABILITY FOR ANY DAMAGES ARISING OUT OF OR RELATED TO THIS AGREEMENT, WHETHER IN CONTRACT OR TORT OR OTHERWISE, SHALL BE LIMITED TO THE AMOUNT OF THE FEES PAID TO DOLBY RELATING TO SUCH DEFICIENT SERVICES.

Nondisclosure

By virtue of Your order, the parties may have access to information that is confidential to one another (“Confidential Information”). You and Dolby each agree to disclose only information that is required for the performance of obligations under Your order. Confidential Information shall be limited to the terms and pricing under this Agreement and Your order and all information clearly identified as confidential at the time of disclosure.

A party’s Confidential Information shall not include information that: (a) is or becomes a part of the public domain through no act or omission of the other party; (b) was in the other party’s lawful possession prior to the disclosure and had not been obtained by the other party either directly or indirectly from the disclosing party; (c) is lawfully disclosed to the other party by a third party without restriction on the disclosure; (d) is independently developed by the other party; or (e) is required to be disclosed pursuant to applicable law, court or administrative order or regulation, provided that the receiving party gives the other party reasonable advance written notice of any request or demand for such disclosure and permits such other party to contest such disclosure by seeking a protective order or the equivalent.

Each party agrees to hold each other’s Confidential Information in confidence for a period of three (3) years from the date of disclosure. Also, each party agrees to disclose Confidential Information only to those employees or agents who are required to protect it against unauthorized disclosure. Nothing shall prevent either party from disclosing the terms or pricing under Your order in any legal proceeding arising from or in connection with Your order or disclosing the Confidential Information to a federal or state governmental entity as required by law.

This Nondisclosure provision is not intended to supersede any other nondisclosure provision agreed to by the parties, and the more restrictive provision shall control with respect to the Confidential Information provided under this Agreement.

Transferability

Unless otherwise outlined in this Policy, the Software Maintenance and Extended Warranty programs are nontransferable by the Customer and are nonrefundable. In the event that the Customer sells the Product subject to these programs, Dolby shall not be obligated to provide such services to the buyer. If the buyer desires such services, the buyer shall contact Dolby to receive additional information on any such services available.

CONTACT INFORMATION

Please go to www.dolby.com for all contact information.