

## DOLBY® VOICE PRODUCTS END USER DOLBY PRODUCT WARRANTY EFFECTIVE JUNE 2018

The following is Dolby's current version of the Product Warranty. Dolby may modify this Product Warranty: (A) immediately in any way which does not reduce or degrade Reseller's rights or benefits pursuant to the Product Warranty or (B) in all other instances, on forty-five (45) days written notice; provided, however, that the Product Warranty in effect at the time of the sale of any Product unit shall continue to govern such Product unit.

By placing an order and purchasing any Dolby Voice product, Customer agrees that these terms shall apply to such purchase. Any additional or conflicting terms or conditions contained in such order or other Customer document shall be null and void unless expressly agreed to by Dolby in writing.

**LIMITED WARRANTY:** HARDWARE PRODUCTS MANUFACTURED BY DOLBY ARE WARRANTED AGAINST DEFECTS IN MATERIALS AND WORKMANSHIP FOR A PERIOD OF 1 (ONE) YEAR FROM THE DATE OF PURCHASE (COMMENCING NINETY DAYS AFTER THE ORIGINAL SHIPMENT FROM DOLBY). ALL OTHER WARRANTIES, CONDITIONS AND OTHER TERMS (WHETHER EXPRESS OR IMPLIED) INCLUDING BUT NOT LIMITED TO THOSE RELATING TO NON-INFRINGEMENT OF THIRD-PARTY RIGHTS (INCLUDING, BUT NOT LIMITED TO, TRADEMARK, PATENT AND COPYRIGHT RIGHTS), SATISFACTORY QUALITY, MERCHANTABILITY, OR FITNESS FOR A PARTICULAR PURPOSE ARE, TO THE FULLEST EXTENT PERMITTED BY LAW, EXCLUDED FROM THESE EQUIPMENT TERMS OF SALE. SOME JURISDICTIONS DO NOT ALLOW A LIMITATION ON IMPLIED WARRANTIES AND THE FOREGOING DISCLAIMER MAY NOT APPLY TO YOU. IN SUCH EVENT, ANY SUCH IMPLIED WARRANTIES WHICH MAY NOT BE LIMITED BY YOUR JURISDICTION SHALL ONLY APPLY DURING THE WARRANTY PERIOD. DURING THE WARRANTY PERIOD, DOLBY WILL REPAIR, OR AT ITS OPTION REPLACE, COMPONENTS WHICH PROVE TO BE DEFECTIVE, PROVIDED THE PRODUCT OR APPLICABLE COMPONENT IS RETURNED, SHIPPED PREPAID, TO DOLBY DIRECT OR VIA AN AUTHORIZED DEALER OR DISTRIBUTOR. DOLBY WARRANTS THAT REPLACED OR REPAIRED PRODUCTS OR PARTS THEREOF FOR A PERIOD OF ONE HUNDRED TWENTY (120) CALENDAR DAYS FROM SHIPMENT OR FOR THE DURATION OF THE INITIAL WARRANTY APPLICABLE TO THE PRODUCT, WHICHEVER IS LONGER. DEFECTS CAUSED BY MODIFICATIONS, PHYSICAL DAMAGES, MISUSE, ACCIDENTS, IMPROPER INSTALLATION, ENVIRONMENTAL OPERATING CONDITIONS OR CONNECTIVITY (AUDIO, NETWORK, OR ELECTRICAL), UNAUTHORIZED CUSTOMER REPAIRS, OR ANY FURTHER DAMAGE CAUSED BY INADEQUATE PACKAGING FOR SERVICE RETURN ARE NOT COVERED BY THIS WARRANTY.

**RETURNS:** Products may not be returned to Dolby without prior authorization. All sales of Products are final and no refunds shall be provided by Dolby for Products purchased by Customer. Customer must contact Dolby or its authorized reseller to obtain a Return Material Authorization (RMA) number. Any product returned to Dolby or its authorized reseller without proper authorization will be returned to Customer at Customer's expense. For all returns of defective equipment, Customer must provide a full technical report describing the defect. This information will allow a comprehensive repair to be carried out in a timely manner. The lack of technical details related to the defect could cause a delay in turnaround time and/or impact the warranty. If multiple items are being returned, each line item must have a separate RMA asset number and a separate description or defect code. Multiple assets may be returned under one blanket RMA number. Software-only products are also nonrefundable; if defective, such software-only products can only be exchanged for a like replacement.

**LIMITATION OF PERIOD OF ACTION ON CONTRACT:** No action, regardless of form, arising out of transactions under these terms may be brought by Customer, its successors, agents, and/or assigns, more than one year from date of purchase.

**LIMITATION OF LIABILITY:** DOLBY'S LIABILITY, WHETHER IN CONTRACT, IN TORT, UNDER ANY WARRANTY, IN NEGLIGENCE, OR OTHERWISE, SHALL NOT EXCEED THE COST OF REPAIR OR REPLACEMENT OF THE DEFECTIVE COMPONENTS OR ACCUSED INFRINGING DEVICES, AND UNDER NO CIRCUMSTANCES SHALL DOLBY BE LIABLE FOR THE COST OF SUBSTITUTE PRODUCTS, INCIDENTAL, SPECIAL, DIRECT, INDIRECT, OR CONSEQUENTIAL DAMAGES (INCLUDING BUT NOT LIMITED TO DAMAGE TO DATA, SOFTWARE OR RECORDED AUDIO OR VISUAL MATERIAL), COST OF DEFENSE, OR LOSS OF USE, REVENUE, BUSINESS OR PROFIT, EVEN IF DOLBY OR ITS AGENTS HAVE BEEN ADVISED, ORALLY OR IN WRITING, OF THE POSSIBILITY OF SUCH DAMAGES. NOTHING IN THIS CLAUSE SHALL OPERATE OR BE DEEMED TO OPERATE TO EXCLUDE OR LIMIT LIABILITY TO A GREATER EXTENT THAN IS PERMITTED BY LAW. Should any provision of these Equipment Terms of Sale be held to be void, invalid, or inoperative, then such provision and the other related provisions of these Equipment Terms of Sale shall be deemed automatically adjusted to conform to the requirements for validity declared at such time and to, as closely as legally permissible, reflect the original intent of Dolby and Customer. If such provision is of such a nature that it cannot be so adjusted, the provision shall be deemed deleted from these Equipment Terms of Sale as though it had never been included herein. In either case, except as set forth above, the remaining provisions of these Equipment Terms of Sale shall not be affected.

**PREMIER SERVICE:** In addition to the Product Warranty above, Customer may be entitled to purchase Premier Service as defined in the applicable Policy. The policies are located at:

[www.dolby.com/us/en/about/warranty-and-maintenance-policies.html](http://www.dolby.com/us/en/about/warranty-and-maintenance-policies.html)

By purchasing Premier Service, Customer shall be entitled to: 1) replacement for defective Products in which case Dolby will pay for associated shipping, related duties and taxes on the replacement product and if applicable, the return of the defective product; and 2) technical support for the Product including response by Dolby within reasonable guidelines specified by Dolby from time to time. All fees for such service are non-refundable.

**GOVERNING LAW:** The validity, interpretation, and performance of these Equipment Terms of Sale shall be governed by and construed in accordance with the laws, and Customer agrees to submit to the jurisdiction of the court, set forth below based on the applicable region that Customer is located:

REGION	GOVERNING LAW	COURT JURISDICTION
Countries in the European Economic Area	England	English Courts
All other countries	State of California, USA	State or Federal Courts located in San Francisco, CA

All agreements will be interpreted and construed in accordance with the English language. The parties agree that the UN Convention for the International Sale of Goods will have no force or effect on these terms and conditions.

**SOFTWARE LICENSE:** Software products and software embedded on hardware products are further subject to the license agreement accompanying such products (e.g. The End User License Agreement). If applicable, all such software is commercial computer software developed exclusively at private expense, and is provided to the US government only as commercial computer software (with "Restricted Rights," as applicable). Use, duplication, and disclosure by civilian agencies of the US government shall be in accordance with the terms of this Agreement and FAR 52.227-19(b), or its current equivalent. Consistent with DFARS 227.7202 or its current equivalent, use, duplication, and disclosure by DOD agencies is subject solely to the terms of this Agreement.

**PRODUCT END OF LIFE INFORMATION:** Dolby products have been designed and built to give many years of service. When such products eventually reach the end of their serviceable life, they should be disposed of in accordance with local or international legislation.