

## Dolby Software Maintenance Policy

Revised as of April 3, 2014

### Overview

The Software Maintenance Policy applies only to the professional Dolby® software products listed in the table below (the “Products”). With the purchase of a new Product, the individual or entity that has purchased the Product from Dolby or an authorized distributor (the “Customer”) will receive Software Maintenance for three years (the “Software Maintenance Coverage Period”). The Software Maintenance shall commence on the date of purchase of the applicable Product and will expire after the Software Maintenance Coverage Period. At the end of the Software Maintenance Coverage Period, the Customer may have the option to purchase additional years of Software Maintenance.

<b>Professional Products</b>
Dolby Media Generator—Audio
Dolby Media Generator—Video and Audio
Dolby Media Meter 2
Dolby Media Emulator
Dolby Media Producer Suite
Dolby Program Optimizer VM600

To receive Software Maintenance as provided by Dolby, all software programs must be properly licensed and all Dolby 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 for which the Customer has paid for support.

### Software Maintenance

Software Maintenance provides owners of a covered Product with software bug fixes and updates generally made available by Dolby to its 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 any future software program(s) that Dolby may sell separately.

2. Such Software Updates will be delivered by electronic download. The Customer shall be responsible for downloading and installing such Software Updates.
3. If the Customer has not purchased Software Maintenance, then Software Updates for certain Products may be purchased separately at market rates as they become available.

### **Additional Terms**

Renewals of Software Maintenance programs may be ordered for each Product to be covered through Dolby's sales department. The Software Maintenance programs are specific to each Product.

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. The Customer's commitment to pay is required to process an order with Dolby (for example, purchase order, actual payment, or other approved method of payment). An invoice will be issued only upon receipt of the Customer's commitment to pay, and will be sent to a single billing address as designated by the Customer. Failure to submit payment will result in the termination or loss of the right to purchase Software Maintenance.

### **Support Period**

If the Customer purchases the Software Maintenance programs prior to the expiration of the previous Software Maintenance Support Period, the effective date of the Customer's renewal/purchase will be the day after the expiration of the previous Software Maintenance Support Period. For purchases after the expiration of the previous Software Maintenance Support Period, see "Reinstatement of Dolby Software Maintenance" below.

Terms, including pricing, reflect a one-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 the Customer's subscription is renewed on or before the service expiration date.

### **Reinstatement of Dolby Software Maintenance**

In the event that Software Maintenance lapses, upon the recommencement of Software Maintenance, a reinstatement and a lapsed-support fee will be assessed. The reinstatement and lapsed-support 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. Applicable renewal adjustments are applied to the reinstatement and lapsed-support fee and go-forward support fee.

### **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 life cycle 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 90 days' notice. Dolby will refund any Software Maintenance fees paid related to periods after the discontinuation of support for such Products.

**Service Warranty:** Dolby warrants that the Software Maintenance services will be provided in a professional manner consistent with industry standards. The Customer must notify Dolby of any support deficiencies within 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, COPYRIGHT AND PATENT RIGHTS).**

**FOR ANY BREACH OF THE SERVICE WARRANTY, THE CUSTOMER'S 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, THE CUSTOMER 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 the Customer's order, the parties may have access to information that is confidential to one another ("Confidential Information"). The Customer and Dolby each agree to disclose only information that is required for the performance of obligations under the Customer's order. Confidential Information shall be limited to the terms and pricing under this Agreement and the Customer's 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 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 the Customer's order in any legal proceeding arising from or in connection with the Customer's 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 programs are nontransferable by the Customer and are nonrefundable.

### **Contact Information**

Please go to [www.dolby.com](http://www.dolby.com) for all contact information.