

DOLBY® SOFTWARE POLICY

EFFECTIVE AS OF SEPTEMBER 2017

ELIGIBILITY

- This policy applies to the eligible software only products listed in Schedule A attached hereto.
- Software products must be properly licensed and unmodified.

COVERAGE

- During the software maintenance term identified in Schedule A, Dolby will provide customers of eligible products with software updates, fixes, security alerts, critical patch updates, upgrade scripts, general maintenance releases and documentation updates (collectively, “Software Updates”) when such Software Updates are made generally available for products under a current maintenance plan. If the product is not on Schedule A, the software maintenance term is 3 years if applicable.
- All Software Updates are delivered by electronic download, and customers are responsible for downloading and installing all such Software Updates.

LIMITATIONS

- Software maintenance does not include upgrades to new software releases, features or functionality.
- Software maintenance only covers against defects in materials and/or workmanship in products manufactured by Dolby. Defects caused by customer or third party modifications, misuse, improper installation, environmental operating conditions, and connectivity (audio, network, and electrical), unauthorized repairs, are excluded from coverage under this policy, and may result in maintenance coverage becoming void.
- Software maintenance is provided on a product by product, serial number basis and is tied to a specific software product serial number. Coverage may not be applied to multiple products or transferred to subsequent purchasers of the product.
- Dolby warrants that software maintenance will be provided in a professional manner consistent with industry standards. FOR ANY BREACH OF THE FOREGOING WARRANTY, THE CUSTOMER’S EXCLUSIVE REMEDY, AND DOLBY’S ENTIRE LIABILITY, SHALL BE THE PERFORMANCE OF THE DEFICIENT SERVICES, OR IF DOLBY CANNOT SUBSTANTIALLY PERFORM THE SERVICES IN A COMMERCIALLY REASONABLE MANNER, THE CUSTOMER MAY TERMINATE THE SOFTWARE MAINTENANCE COVERAGE, AND DOLBY WILL REFUND THE FEES PAID TO DOLBY FOR THE DEFICIENT SERVICES.
- ALL OTHER WARRANTIES, CONDITIONS AND OTHER TERMS (WHETHER EXPRESS OR IMPLIED), INCLUDING BUT NOT LIMITED TO, SATISFACTORY QUALITY, MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE ARE, DISCLAIMED TO THE FULLEST EXTENT PERMITTED BY LAW.

EXTENDED COVERAGE

- Customers may purchase extended software maintenance coverage in addition to the software maintenance included at purchase (if applicable). Any extended software maintenance must be purchased prior to the expiration of then current maintenance period in effect (whether the initial maintenance period or any additional extended maintenance periods), and failure to purchase extended software maintenance coverage for the software product prior to the expiration of the then current coverage term may negate customers right to purchase additional extended maintenance coverage. Extended software maintenance coverage commences upon the expiration of the initial software maintenance term.

RIGHT TO DISCONTINUE PRODUCTS

- Dolby reserves the right to discontinue software products at any time in its sole discretion.
- If a software product is discontinued, Dolby will provide maintenance coverage up to the discontinuance date, and Dolby will refund any fees paid for extended maintenance coverage subsequent to the discontinuance date.

THIS POLICY IS SUBJECT TO CHANGE AT DOLBY'S DISCRETION

SCHEDULE A

SOFTWARE MAINTENANCE ELIGIBLE PRODUCTS

Professional Products	New Software Product Maintenance Term (Years Included in Product Purchase)
Dolby CineAsset	1
Dolby CineAsset Player	1
Dolby Media Generator—Audio	3
Dolby Media Generator—Video and Audio	3
Dolby Media Meter 2	3
Dolby Media Producer Suite	3
Dolby Program Optimizer VM600	3
Dolby TMS	1
Dolby Atmos Mastering Suite	5