



Dolby Laboratories, Inc. Commissioning Services Terms and Conditions for the Dolby Full Atmos® Playback License

In connection with the purchase of a Dolby Full Atmos® Playback License, Dolby will provide to the purchaser ("Customer") the commissioning services described herein (the "Services"). Customer acknowledges that by placing an order for the Services, Customer agrees that these terms and conditions ("Terms and Conditions") govern the provision of the Services. Any additional or conflicting terms or conditions contained in any Customer documents relating to the Services shall be null and void unless expressly agreed to by Dolby in writing. In the event that any provision of these Terms and Conditions conflicts with a similar provision in Dolby's Equipment Terms of Sale, these Terms and Conditions shall control, but only with respect to the Services.

The Services

With Customer's purchase of a Dolby Full Atmos Playback License, Customer will receive the following Services:

1. A Dolby representative will perform an onsite commissioning of the Dolby Atmos cinema processing product. The commissioning will consist of entering the room configuration data into the Dolby Atmos cinema processing product setup menu and a tuning of the room using the Dolby calibration software and Dolby Atmos cinema processing product internal EQ.
2. The services of a Dolby engineer or sound consultant will be provided not to exceed 8 normal working hours.
3. If the Dolby engineer must work beyond normal business hours (8AM – 6PM Mon – Fri) due to failure of the Customer to adhere to required terms, the Customer may incur additional charges, including but not limited to, additional engineering time at standard engineering rates. If the Dolby engineer is required to leave and return, Customer shall be responsible for any additional travel charges and expenses.
4. Services occurring outside of regular working hours (before 8:00 a.m. or after 6:00 p.m. local time) on normal working days (Monday-Friday), and any time outside of regular working days, including holidays will be accrued at 1.5 times actual hours towards the 8 included hours. Hours that exceed the included 8 hours are deemed to be additional services and will be charged at standard engineering rates.
5. Customer must schedule the Services with at least two (2) weeks advanced notice. The schedule will be dependent on availability of the Dolby engineer.

Dolby Full Atmos Playback Licenses that are intended for use in connection with spare or replacement units do not receive these Services with purchase.

Service Conditions

Dolby will provide the Services subject to the following conditions:

1. Dolby and Customer must have mutually agreed on the Dolby Atmos installation plan prior to the sale of the Dolby Full Atmos Playback License, and Customer must complete the construction in accordance with such installation plan, prior to the provision of the Services. The installation plan includes the make, model and number of speakers and amplifiers, the location of the speakers in the room and the orientation of those speakers. In the event that Customer requests the Dolby engineer to come prior to completion of such installation, then Customer may incur additional charges, including but not limited to additional engineering time at standard engineering rates. The Dolby engineer, at their sole discretion, may not perform the Services if the room is not constructed according to the mutually agreed on Dolby Atmos installation plan. If the Dolby engineer is required to leave and return, Customer shall be responsible for any additional travel charges and expenses.
2. Customer must fully install the Dolby Atmos cinema processing product and activate the Full Atmos Playback capability prior to the arrival of the Dolby engineer. If the Dolby Atmos cinema processing product is not installed and the Full Atmos Playback capability activated, Customer may incur additional charges, including but not limited to, additional engineering time at standard engineering rates. If engineer must leave and return, Customer shall be responsible for any additional travel charges and expenses.

Limited Warranty

Dolby represents that the Services will be performed in accordance with generally accepted professional standards. **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, PATENT AND COPYRIGHT RIGHTS), SATISFACTORY QUALITY, MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE ARE, TO THE FULLEST EXTENT PERMITTED BY LAW, EXCLUDED FROM THESE TERMS AND CONDITIONS.**

For any Services that are not in accordance with the warranty specified above, as Customer's sole remedy, Dolby will, in its sole discretion, re-perform such Services so that they conform to the warranty.

Payment Terms

Any fees due in connection with the Services (if any) shall be paid to Dolby in full within thirty (30) days of the date of Customer's receipt of Dolby's invoice.

Term

Services must be scheduled for completion no later than sixty (60) days from the sale of the Dolby Full Atmos Playback License. (the "Expiration Date"). Any Extensions beyond the Expiration Date must be approved by Dolby in writing. The sections entitled "Limited Warranty," "Waiver and Limitation of Damages," "Limitation of Period of Action," "Compliance with Applicable Laws" and "Dispute Resolution" shall survive the expiration and/or termination of these Terms and Conditions.

Waiver and Limitation of Damages

DOLBY'S LIABILITY, WHETHER IN CONTRACT, IN TORT, UNDER ANY WARRANTY, IN NEGLIGENCE, OR OTHERWISE, SHALL NOT EXCEED THE AMOUNTS PAID BY CUSTOMER FOR THE DEFECTIVE SERVICES, AND UNDER NO CIRCUMSTANCES SHALL DOLBY BE LIABLE FOR THE COST OF SUBSTITUTE PRODUCTS, LOSS OF DATA, INCIDENTAL, SPECIAL, INDIRECT, OR CONSEQUENTIAL DAMAGES (INCLUDING, BUT NOT LIMITED TO, DAMAGE TO SOFTWARE OR RECORDED AUDIO OR VISUAL MATERIAL), PRODUCTION OR EXHIBITION DELAYS, COST OF DEFENSE, OR LOSS OF USE, REVENUE, 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 Terms and Conditions be held to be void, invalid or inoperative, then such provision and the other related provisions of these Terms and Conditions 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 Terms and Conditions as though it had never been included herein. In either case, except as set forth above, the remaining provisions of these Terms and Conditions shall not be affected.

Limitation of Period of Action

No action, regardless of form, arising out of transactions under these Terms and Conditions may be brought by Customer, its successors, agents and/or assigns, more than one year from the date the applicable Services giving rise to such claim were provided.

Taxes

Prices quoted do not include sales, use, VAT, excise or other similar or applicable taxes, and Customer shall pay, or reimburse Dolby for, the gross amount of all such taxes (other than taxes on Dolby's net income), imposed by any governmental authority (collectively, "Taxes") applicable to the sale or furnishing of the Services hereunder.

Compliance with Applicable Laws

Customer agrees to comply with all applicable laws and regulations. Customer understands that Dolby is subject to (i) regulation by agencies of the U.S. government, including the U.S. Department of Commerce, which prohibits export or diversion of Dolby's products or technology to certain countries and persons and entities listed on the U.S. Government lists of restricted or prohibited persons, including the Bureau of Industry and Security's List of Denied Persons and the Department of Treasury List of Specially Designated Nationals; (ii) the Foreign Corrupt Practices Act, which prohibits giving anything of value to any foreign government official, foreign political party, or official of a foreign political party or any candidate for foreign political office in order to influence improperly his or her judgment in the performance of official duties; and (iii) legislation in certain other jurisdictions that prohibits any private sector payments in the nature of an inducement or reward offered, promised or provided in order to gain any commercial, contractual, regulatory or personal advantage. Customer agrees it will not knowingly assist or participate in any such diversion or other violation of any applicable laws and regulations will allow Dolby to audit Customer's books and records for compliance and, at Dolby's request, will certify to Dolby as to Customer's compliance with these provisions. Customer warrants that it shall not sell or transfer any products in countries or to users not approved to receive such products under applicable laws and regulations, and that it will abide by such laws and regulations. Customer shall hold harmless and indemnify Dolby for any damages, expenses and costs (including reasonable attorney's fees) arising from a breach of this section by Customer.

Dispute Resolution

The validity, interpretation and performance of these Terms and Conditions 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:

<u>Region</u>	<u>Governing Law</u>	<u>Court Jurisdiction</u>
Europe	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.