

## Entertainment Experience TruVue Warranty

### Limited Warranty Policy

This limited warranty extends only to the original purchaser of the Entertainment Experience TruVue Products. Customer's sole and exclusive remedy and the entire liability of Entertainment Experience and its supplier, AVScience, under this limited warranty will be repair or replacement within the warranty period. The terms and conditions governing this warranty on Entertainment Experience TruVue Products are itemized below. Such terms and conditions supersede all other terms, unless otherwise agreed to in writing by Entertainment Experience.

### Warranty Start Date

"Start Date" as used in this policy means the date the warranted Product is shipped from Entertainment Experience or its supplier, AVScience.

### Warranty Service

Unless otherwise designated in writing by Entertainment Experience, only Entertainment Experience and its Authorized Service Provider, AVScience, is authorized to perform warranty service on Entertainment Experience TruVue Products. Upon experiencing an issue, please contact the AVScience Support Services Center toll free at 877 823-4452.

### Products and Software

Entertainment Experience warrants that for a period of two (2) years from the Start Date, the Entertainment Experience TruVue Products purchased by customer shall be free of defects in material and workmanship under normal authorized use consistent with the Product instructions, and that the Software included in the Products will operate substantially as set forth in any accompanying documentation. This Product warranty extends only to the original purchaser. In the event that Entertainment Experience receives notice during the warranty period that any Product does not conform to its warranty, Entertainment Experience, at its sole option, or its Authorized Service Provider, AVScience, will either repair or replace the nonconforming Product. Entertainment Experience reserves the right to determine whether such Product will need to be returned to AVScience for repair or replacement. All Product returns must be assigned a Return to Manufacturer Authorization (RMA) by AVScience. The shipping cost for defective Products returned to AVScience with an RMA will be paid by the purchaser. The shipping cost for repaired Products returned to purchaser with three day delivery will be paid by AVScience. Products replaced under the terms of any such warranty may be refurbished or new equipment substituted at the option of Entertainment Experience.

### Restrictions

No warranty will apply if the Products or included Software (i) has been altered, except by Entertainment Experience; (ii) has not been installed, operated, repaired, or maintained in accordance with instructions supplied by Entertainment Experience in any enclosed documentation; or (iii) has been

subjected to unreasonable physical, thermal or electrical stress, misuse, negligence, or accident. Customer is solely responsible for backing up its programs and data to protect against loss or corruption.

#### Disclaimer

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#### Limitation of Liability

IN NO EVENT WILL ENTERTAINMENT EXPERIENCE OR ITS AFFILIATES OR SUPPLIERS OR AUTHORIZED SERVICE PROVIDER, AVSCIENCE, BE LIABLE FOR ANY LOSS OF USE, INTERRUPTION OF BUSINESS, LOST PROFITS, OR LOST DATA, OR INDIRECT, SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES OF ANY KIND REGARDLESS OF THE FORM OF ACTION, WHETHER IN CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY OR OTHERWISE, EVEN IF ENTERTAINMENT EXPERIENCE OR ITS AFFILIATE OR SUPPLIER OR AUTHORIZED SERVICE PROVIDER, AVSCIENCE, HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGE, AND WHETHER OR NOT ANY REMEDY PROVIDED SHOULD FAIL OF ITS ESSENTIAL PURPOSE. THE TOTAL CUMULATIVE LIABILITY TO CUSTOMER, FROM ALL CAUSES OF ACTION AND ALL THEORIES OF LIABILITY, WILL BE LIMITED TO AND WILL NOT EXCEED THE PURCHASE PRICE OF THE PRODUCT INVOLVED IN THE DISPUTE PAID BY CUSTOMER. IN ADDITION, ENTERTAINMENT EXPERIENCE SHALL NOT BE LIABLE FOR CUSTOMER'S OR ANY THIRD PARTY'S SOFTWARE, FIRMWARE, INFORMATION, OR MEMORY DATA CONTAINED IN, SORTED ON, OR INTEGRATED WITH ANY PRODUCT RETURNED TO ENTERTAINMENT EXPERIENCE OR AVSCIENCE, WHETHER UNDER WARRANTY OR NOT.

BECAUSE SOME STATES OR JURISDICTIONS DO NOT ALLOW LIMITATION OR EXCLUSION OF CONSEQUENTIAL OR INCIDENTAL DAMAGES, THE ABOVE LIMITATION MAY NOT APPLY TO YOU.