

For information about products or support services:

Call: Asia +852 2776 0628 or Europe (English) + 44 208339 1900

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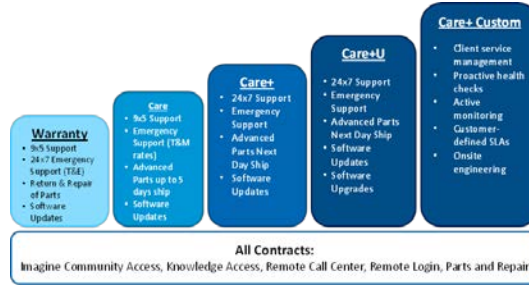
Website: [www.imaginecommunications.com](http://www.imaginecommunications.com)

To register products or update company information visit:

<http://ecustomer.imaginecommunications.com>

**PROFESSIONAL SERVICES COMMITMENT**

We are serious about our professional services business. We strive to provide the highest level of support in the industry and offer a complete set of integrated support solutions designed to help our customers across every phase of their business. Imagine Communications works with you to provide the type of coverage you need. We are committed to service excellence.



**IMAGINE COMMUNICATIONS**  
**STANDARD WARRANTY POLICY STATEMENT**  
Effective February 17, 2016

**STANDARD EQUIPMENT WARRANTY**

Unless otherwise provided in writing by Imagine Communications Corp. or a legally affiliated entity ("Imagine Communications"), Imagine Communications warrants that all Imagine Communications-manufactured equipment will substantially conform to the Imagine Communications specifications for such Equipment and be free of any defect in materials or workmanship (the "Standard Equipment Warranty") for the period of time specified in the table below (the "Equipment Warranty Period"); such period is measured from the date of shipment from a Imagine Communications facility. This warranty is extended to customers and applies to all Imagine Communications-manufactured equipment purchased, installed, and used for the purpose for which such equipment was originally designed.

**STANDARD SOFTWARE WARRANTY**

Unless otherwise provided by Imagine Communications in writing, Imagine Communications warrants that the Imagine Communications-manufactured software (the "Software") will operate substantially in compliance with Imagine Communications' specifications for the Software (the "Standard Software Warranty") for the period of time specified in the table below (the "Software Warranty Period"). Upon breach of the Standard Software Warranty and Imagine Communications' receipt of notice of such breach, the customer's sole and exclusive remedy will be, at Imagine Communications' sole discretion and option, repair or replacement of the defective Software with functionally equivalent Software. Imagine Communications does not warrant that the Software is error free or that the customer will be able to operate the Software without problems or interruptions. Corrections to the Software beyond the Software Warranty Period will only be made by Imagine Communications pursuant to a MyImagineCare+ agreement. In addition, during the Software Warranty Period, Imagine Communications warrants all physical media for the Software to be free of defects in material or workmanship. The customer's sole and exclusive remedy under this limited warranty will be, at Imagine Communications' option, repair or replacement of the physical media for the Software.

<b>Product Family</b>	<b>Standard Warranty Period</b>
Software – Standalone software residing on COTS hardware, software for Automation, Asset Management, Selenio Flex, Telurio and other software centric applications	90 days from shipment
Media Content - Integrated Playout systems hardware, Storage, Servers, Automation Hardware, Video Service, Master Control, Branding, Graphics and Post Production	15 months from shipment
Networking Infrastructure – Selenio MCP, SelenioFlex (excl. SFX-File, which is a software application and covered under the Software Warranty), SelenioICE, SelenioNext, SelenioEdge, Selenio BNP, Selenio MMC, Selenio VMG, Selenio BNE and Selenio SEP	15 months from shipment
Networking Infrastructure – Processing (excl. Selenio MCP), Routing, Multiviewers, Command and Control, Test and Measurement	27 months from shipment
Digital Signage	39 months from shipment
B-Stock Equipment	90 days from shipment
Equipment Sold as Resale	As provided by Manufacturer
Replacement Parts – within Equipment Warranty Period	Longer of (i) applicable product warranty or (ii) 90 days from shipment
Replacement Parts – Post Equipment Warranty Period	90 days from shipment
Used Equipment	"AS IS" AND WITHOUT WARRANTY

**EQUIPMENT WARRANTY CLAIMS AND PROCEDURES**

1. Upon breach of the Standard Equipment Warranty and Imagine Communications' receipt of notice of such breach, the customer's sole and exclusive remedy will be, at Imagine Communications' sole discretion and option, repair or replacement of the defective equipment or component with functionally equivalent equipment or components. Components that the customer claims to be defective shall be available to Imagine Communications for inspection and testing. Unless otherwise agreed in writing, the customer shall be solely responsible for customs clearance for all repaired or replacement equipment and components under the Standard Equipment Warranty. To be entitled to rights under the Standard Equipment Warranty, the customer shall open a service request by contacting the relevant Imagine Communications help desk by phone or web interface within thirty (30) days after discovering a suspected defect in any equipment or component, but in any event prior to the expiration of the applicable Equipment Warranty Period, and shall request a return authorization from Imagine Communications. Notice to an Imagine Communications dealer, systems integrator, sales representative or other third party is not notice to Imagine Communications. Following its receipt of any such customer notice, Imagine Communications will determine whether the reported problem is covered by the Standard Equipment Warranty. If Imagine Communications determines that the problem is covered by the Standard Equipment Warranty, Imagine Communications will authorize repair or replacement of the defective equipment or component by issuing a return authorization. For clarification purposes, any technical support provided by Imagine Communications will be for the sole purpose of fulfilling Imagine Communications' warranty obligations. If Imagine Communications determines that the customer is using technical support as a substitute for training of the customer's personnel, then such technical support will be subject to additional charges at Imagine Communications' then prevailing unit rate for such services.

- Before shipping any equipment or component to Imagine Communications, the customer must obtain a written return authorization from Imagine Communications and provide any proof of warranty eligibility requested by Imagine Communications. Any equipment or component received by Imagine Communications without a return authorization may, at Imagine Communications' option, be returned to the customer collect. Once a return authorization is obtained, the customer is responsible for packing and shipping the equipment or component to which its warranty claim relates to a service facility designated by Imagine Communications within thirty (30) days after receipt of the return authorization. Imagine Communications will pay for return of the repaired or replacement equipment or component to the customer if the repaired or replacement product is shipped to a designated Imagine Communications service facility. In the event that the foregoing procedure is not followed by the customer, the customer shall pay for return shipping of the defective equipment or component to Imagine Communications and Imagine Communications shall only pay delivery charges of the replacement equipment or component to the customer. Imagine Communications will use commercially reasonable efforts to supply equipment or components from the geographical region of the customer's site, so as to minimize freight and duty. Imagine Communications bears the risk of loss or damage while the equipment or component is in transit to the customer from the Imagine Communications service center, and the customer bears the risk of loss or damage while the equipment (or part thereof) is in transit back to the Imagine Communications service center.
- Upon receipt of replacement equipment or component, the customer has thirty (30) days to tender the defective equipment or component to the return carrier for shipment to the service center designated by Imagine Communications. If the customer does not timely return the defective equipment or component, the customer shall pay to Imagine Communications the list price of such equipment or component, plus applicable shipping. Such failure to return the equipment or component may, in Imagine Communications' discretion, be grounds for termination of the warranty and/or suspension of any future advance exchange privileges until such outstanding defective equipment or component has been returned. Under the Standard Equipment Warranty Imagine Communications will provide the customer with new, rebuilt, refurbished or alternate equipment or component of equal or improved quality, as exchange equipment or component to replace eligible defective equipment or component. Any alternate equipment or component will meet or exceed the specifications of the replaced equipment or component. Rebuilt or refurbished equipment or components may bear cosmetic blemishes that do not affect performance. Unless otherwise specified by Imagine Communications in writing, repaired or replaced equipment or components are covered only for the remainder of the term of the applicable Standard Equipment Warranty. All defective equipment or components replaced by Imagine Communications become the property of Imagine Communications. Imagine Communications has no obligation to (i) service, exchange or otherwise replace any equipment or component that has been damaged, modified, abused, misused or over-used as determined by Imagine Communications or has been used with non-Imagine Communications supplies or products that have caused damage or malfunction; (ii) paint, refinish, refurbish, restore or exchange any equipment or component with cosmetic blemishes; (iii) service, exchange or otherwise replace any equipment or component if the same would interfere with, impede or be redundant with normal or scheduled maintenance of such equipment or component; (iv) service, exchange or otherwise replace any equipment or component that is within sixty (60) days of the end of its production life; or (v) provide any application software support or service involving application hardware or replace any accessories. If Imagine Communications elects to perform any such services at the customer's request, then such services will be deemed a service call and all labor, parts and materials used for the service call will be charged at Imagine Communications' then-prevailing rates.

#### EQUIPMENT WARRANTY EXCLUSIONS

To the full extent permitted by law, Imagine Communications does not warrant or guarantee, and is not responsible for:

- Defects, failures, damages or performance limitations caused in whole or in part by (A) power failures, surges, failures in third-party communication networks, fires, floods, snow, ice, lightning, excessive heat or cold, highly corrosive environments, accidents, actions of third parties, or other events outside of Imagine Communications' control, or (B) the customer's abuse, mishandling, misuse, computer viruses, negligence, improper storage, servicing or operation, or unauthorized attempts to repair or alter the equipment or component in any way. The customer shall provide qualified technical personnel to maintain and repair the equipment and components.
- Equipment built to the customer's specifications that is later found not to meet the customer's needs or expectations.
- The performance of the equipment or components when used in combination with equipment not purchased from Imagine Communications, or specified or approved by Imagine Communications in writing.
- Signal coverage delivered by antenna equipment whether or not supplied by Imagine Communications.

#### SOFTWARE WARRANTY EXCLUSIONS

The Standard Software Warranty does not apply to any Software that:

- Has been altered or modified, except by Imagine Communications;
- Has not been installed, operated, repaired, or maintained in accordance with instructions supplied by Imagine Communications;
- Has been subjected to abnormal physical or electrical stress, misuse, negligence, or accident; and/or
- Is used in ultra-hazardous activities.

#### ADDITIONAL WARRANTY NOTES

- OEM or third party equipment that is incorporated into Imagine Communications equipment is covered for the same period as such Imagine Communications equipment's Standard Equipment Warranty unless the OEM or third party equipment carries its own limited warranty.
- Items Sold As Resale.** Items sold as resale are such items that are not manufactured by Imagine Communications but may be utilized in conjunction with, independently of or incorporated into, Imagine Communications manufactured equipment (such as tubes, printers and antenna transmission lines) and are covered only by the specific warranty terms of the supplier or original equipment manufacturer of those items. IF AN ORDER COVERS EQUIPMENT NOT OWNED BY IMAGINE COMMUNICATIONS, IT IS SOLD SUBJECT TO IMAGINE COMMUNICATIONS' ACQUISITION OF SUCH EQUIPMENT.
- B-Stock Equipment.** B-Stock equipment is defined as equipment repurchased or repurposed by Imagine Communications that is reconditioned or refurbished for sale to a second generation owner by Imagine Communications, and is covered for a period of ninety (90) days from the date such equipment is shipped.
- Used Equipment.** IF THE EQUIPMENT SPECIFIED IN AN ORDER IS DESCRIBED AS USED, IT IS SOLD "AS IS" AND WITH NO WARRANTY.

#### SERVICES WARRANTY

Imagine Communications warrants that the services will be performed in a professional manner (the "Services Warranty"). Notice of a breach of the Services Warranty shall (i) specify in reasonable detail, the nature of the claim, and (ii) be received by Imagine Communications within ninety (90) days from the last day of performance of the services. Upon breach of the Services Warranty and Imagine Communications' notice of such breach, the customer's sole and exclusive remedy will be for Imagine Communications to reperform the applicable services at Imagine Communications' expense.

#### DISCLAIMER OF WARRANTY

**EXCEPT AS EXPRESSLY PROVIDED IN THIS STANDARD WARRANTY POLICY STATEMENT, IMAGINE COMMUNICATIONS HEREBY EXPRESSLY DISCLAIMS ALL REPRESENTATIONS, CONDITIONS AND WARRANTIES, WHETHER EXPRESS OR IMPLIED, INCLUDING BY WAY OF EXAMPLE AND NOT LIMITATION, THE IMPLIED WARRANTIES OF TITLE, MERCHANTABILITY, NON-INFRINGEMENT AND FITNESS FOR A PARTICULAR PURPOSE.**

#### LIMITATION ON LIABILITY

**NOTWITHSTANDING ANYTHING HEREIN TO THE CONTRARY, IN NO EVENT WILL IMAGINE COMMUNICATIONS BE LIABLE FOR ANY SPECIAL, INCIDENTAL, PUNITIVE OR CONSEQUENTIAL DAMAGES WHATSOEVER, INCLUDING LOSS OF PROFITS, WHETHER ARISING IN CONTRACT, TORT, WARRANTY OR OTHERWISE, EVEN IF IT HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THE LIMITATIONS SET FORTH HERE WILL APPLY EVEN IF THE REMEDIES OF ERROR CORRECTION, REPAIR OR REPLACEMENT, REPERFORMANCE OF SERVICES AND REFUND OF PAYMENTS COMPLETELY FAIL OF THEIR ESSENTIAL PURPOSE. NOTWITHSTANDING ANYTHING HEREIN TO THE CONTRARY, THE LIMIT OF IMAGINE COMMUNICATIONS' LIABILITY (WHETHER IN CONTRACT, TORT, NEGLIGENCE, STRICT LIABILITY, BY STATUTE OR OTHERWISE) TO THE CUSTOMER OR TO ANY THIRD PARTY CONCERNING THE IMAGINE COMMUNICATIONS EQUIPMENT OR SOFTWARE LICENSES SOLD TO THE CUSTOMER AND WARRANTED HEREUNDER, IMAGINE COMMUNICATIONS' PERFORMANCE OR NONPERFORMANCE, OR IN ANY MANNER RELATED TO THIS STANDARD WARRANTY POLICY STATEMENT, FOR ANY AND ALL CLAIMS WILL NOT IN THE AGGREGATE EXCEED THE ACTUAL AMOUNTS RECEIVED BY IMAGINE COMMUNICATIONS FOR THE SPECIFIC PRODUCT WITH RESPECT TO WHICH SUCH CLAIM IS MADE.**

#### GOVERNING LAW AND JURISDICTION

- Applicable Law, Venue and Jurisdiction.** This Standard Warranty Policy Statement, and any disputes related hereto, shall be governed by and interpreted in accordance with the laws of the State of Texas, USA, regardless of any law principles requiring the application of any other law. The prevailing party in any action related to the dispute or interpretation of this Standard Warranty Policy Statement shall be entitled to recover its reasonable attorneys fees incurred in pursuing the action, including those fees incurred throughout all bankruptcy and appellate proceedings.

**2. Arbitration.** All disputes arising out of or in connection with this Standard Warranty Policy Statement, including its existence, validity or termination shall be referred to and finally resolved by arbitration in accordance with the international arbitration rules of the International Centre for Dispute Resolution, which rules are deemed to be incorporated herein by reference. Any arbitration conducted under this Standard Warranty Policy Statement will be held in Dallas, Texas, USA. The appointing authority shall be the International Centre for Dispute Resolution, the international division of the AAA. There shall be a panel of three [one, if the parties agree the amount in controversy does not exceed \$100,000] arbitrators who shall be appointed by agreement between the parties or failing such agreement in accordance with ICC rules. The arbitrators shall be knowledgeable of the contract subject matter and intellectual property laws. The chairperson of the arbitration panel shall, among other things: (a) have authority to resolve discovery disputes and issue appropriate subpoenas and orders to facilitate discovery; and (b) conduct the arbitration in the English language according to the federal rules of evidence applicable in the USA. The arbitration panel shall render its decision in the English language and have authority to award injunctive and other emergency relief, which shall be enforceable by either the panel or any court with jurisdiction over the enjoined party or its assets. The arbitration panel shall not have authority to award punitive, special or consequential damages. Any monetary award of the panel shall be payable in US dollars free of any tax and reductions and shall include interest from the date of breach of this Standard Warranty Policy Statement to the date when the award was paid in full at a rate determined by the arbitral panel.