

AMX DOMESTIC CHANNEL PARTNER and END CUSTOMER LIMITED WARRANTY, DISCLAIMER AND LICENSE

(2.11.2014 Excerpt from CHANNEL PARTNER TERMS AND CONDITIONS Versions 11.17.2011 with updates for previous version 2.15.2013 [sections 6.1 (f), 6.5, 6.5 (b) and 6.6 updated, section 6.7 deleted])

Definitions

“End Customer” means an authorized end customer with direct in warranty privileges from AMX. Within this limited warranty, disclaimer and license document, “End Customer” shall have the same meaning as “Channel Partner” with the noted exceptions of Sections 6.5 through 6.9 which are not applicable or available to End Customer’s directly from AMX. Offerings described in Sections 6.5 through 6.9 are available to End Customer only through their selected authorized AMX Channel Partner.

6. LIMITED WARRANTY; RETURN, REPAIR AND REPLACEMENT

- 6.1 AMX warrants the Products to be free of material defects in materials and workmanship under normal use for three (3) years from the Shipping Date (or such other period as may be specified below), subject to the following limitations and exceptions (“Limited Warranty”). For any Product, “Warranty Period” means the period during which the Limited Warranty is in effect, as set forth herein.
- (a) LCD and LED panels are warranted for three (3) years from the Shipping Date, except for the display and touch overlay components, which are warranted for a period of one (1) year from the Shipping Date.
 - (b) Disk drive mechanisms, pan/tilt heads and external power supplies are warranted for a period of one (1) year from the Shipping Date.
 - (c) AMX lighting Products are warranted to switch on and off any load that is properly connected to our lighting Products, as long as the AMX lighting Products are under warranty. AMX also warrants the control of dimmable loads that are properly connected to our lighting Products. The dimming performance or quality thereof is not warranted, due to the random combinations of dimmers, lamps and ballasts or transformers.
 - (d) AMX software and firmware included in the Products is warranted for a period of ninety (90) days from the Shipping Date.
 - (e) Batteries and incandescent lamps are not covered under the Limited Warranty.
 - (f) The Warranty Period for AMX EPICA, Enova DGX (DGX Enclosure and respective IO boards only), Modula, Modula Series 4, Modula Cat Pro Series and 8Y-3000 Product models will continue for the original installation until five (5) years after the issuance of a PDN with respect to termination of the applicable Product model. However, if the Product is moved from its original installation to a different installation, the Warranty Period will automatically become three (3) years from the Shipping Date and, if more than three (3) years have elapsed since the Shipping Date, the Warranty Period will automatically expire.

6.2 Channel Partner's sole and exclusive remedy for breach of any Product warranties hereunder will be limited to (at AMX's option) either (i) return of the Products and repayment of their Net Price, or (ii) repair and replacement of defective parts of the Products. In addition, the Limited Warranty is subject to the following terms, conditions and limitations.

- (a) The Limited Warranty does not apply to (1) any Product that has been modified, altered or repaired by an unauthorized agent or improperly transported, stored, installed, used or maintained, (2) damage caused by acts of nature, including flood, erosion or earthquake or (3) damage caused by a sustained low or high voltage or by a low or high voltage disturbance, including brownouts, sags, spikes or power outages.
- (b) The Products contain certain hardware and firmware components obtained from third-party suppliers ("Third Party Components"). The Limited Warranty does not apply to the Third-Party Components, except that:
 - (1) To the extent permitted by AMX's contracts with the suppliers of the Third-Party Components, AMX shall pass through to Channel Partner all warranties such suppliers make to AMX regarding the operation of the Third Party Components; and
 - (2) AMX warrants that, during the Warranty Period, all AMX-developed components of the Products will interface and function properly with the Third Party Components so long as the Third Party Components operate as warranted by the third-party supplier.
- (c) OTHER THAN THE LIMITED WARRANTY EXPRESSLY SET FORTH HEREIN, AMX MAKES NO OTHER WARRANTIES, EXPRESS, IMPLIED, WRITTEN, ORAL OR STATUTORY, INCLUDING ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE AND ANY WARRANTIES OTHERWISE ARISING FROM A COURSE OF DEALING, COURSE OF PERFORMANCE OR USAGE OF TRADE. AMX RESERVES THE RIGHT TO MODIFY OR DISCONTINUE DESIGNS, SPECIFICATIONS, WARRANTIES, PRICES, AND POLICIES WITHOUT NOTICE.

6.3 All Products returned to AMX require a return material authorization ("RMA") number. The RMA number should be requested from the AMX RMA department. The RMA number must be clearly marked on the outside of each box containing Product to be returned. The RMA is valid until thirty (30) days after issuance, at which time the RMA will be cancelled. Any shipments received that are not consistent with the RMA, or after the RMA has been cancelled, will be refused. AMX is not responsible for Products returned without a valid RMA number.

- (a) Subject to the terms, conditions and limitations set forth herein, AMX will, at no cost to Channel Partner, repair any material Product defect due to materials or workmanship issues reported during the applicable Warranty Period.
- (b) Channel Partner is responsible for in-bound freight and AMX is responsible for out-bound ground freight expenses. AMX will complete the repair and ship the

Product within five (5) business days after AMX's receipt of the Product, unless AMX has provided notice within that period that the repair cannot be completed within five (5) business days.

- (c) The Warranty Period for Products repaired will be ninety (90) days from Shipping Date or the balance of the original Product's Warranty Period, whichever is greater.
- (d) Products that are returned and exhibit signs of damage or unauthorized use will be processed under the non-warranty repair policy set forth in Section 6.4.
- (e) AMX will continue to provide warranty repair services for the remainder of the applicable Warranty Period for Products discontinued or replaced pursuant to AMX's issuance of a Product discontinuance notice ("PDN").

6.4 Products that do not qualify to be repaired under the warranty repair policy set forth in Section 6.3 due to expiration of the Warranty Period, misuse, unauthorized use or failure to meet any of the other conditions set forth herein may be repaired under the terms of this Section 6.4 ("Non-Warranty Repair").

- (a) Non-Warranty Repair is a billable service.
- (b) Products repaired under this Section 6.4 will carry a Limited Warranty on material and workmanship for ninety (90) days after the applicable Shipping Date.
- (c) AMX will notify Channel Partner of the cost of repair, if the cost is greater than the Standard Repair Fee, within five (5) days after receipt. The "Standard Repair Fee" is the amount specified as such at AMX.com at the time the Product is received. All Non-Warranty Repairs are subject to an evaluation fee, also specified at AMX.com, which will be payable if Channel Partner chooses not to go ahead with the repair.
- (d) Channel Partner must provide a Purchase Order for Products returned for Non-Warranty Repair, or credit card number, within five (5) days after notification from AMX, or the Product will be returned to Channel Partner at Channel Partner's expense.
- (e) Channel Partner will be responsible for in-bound and out-bound freight expenses for all Non-Warranty Repairs.
- (f) Each Non-Warranty Repair is subject to AMX's prior approval on a case-by-case basis. Products approved for Non-Warranty Repair will be repaired within ten (10) business days after Channel Partner is notified of AMX's approval of the Non-Warranty Repair, unless AMX has provided notice within that period that the repair cannot be completed within ten (10) business days.
- (g) Products that are not approved for Non-Warranty Repair will be returned to Channel Partner at Channel Partner's expense.

- 6.5 Advance Replacement Policy – Within 6 Months. Subject to the following terms and conditions, if a material Product defect due to materials or workmanship issues is reported during the first six (6) months of the Warranty Period, in addition to any repair services to which Channel Partner may be entitled under Section 6.3, subject to availability, Channel Partner may receive a replacement for the Product (“Advance Replacement”).
- (a) To help maintain Channel Partner and AMX records, a Purchase Order for the Advance Replacement will be required from Channel Partner.
 - (b) Within one (1) business day after AMX’s receipt of a Purchase Order for an Advance Replacement during the first six (6) months of the Warranty Period, if an Advance Replacement is available, AMX will ship the Advance Replacement by reputable priority courier service.
 - (c) Channel Partner will be invoiced only for the price of the Advance Replacement, but not the freight.
 - (d) Subject to the terms and conditions of Section 6.2, AMX will issue an RMA for the defective Product.
 - (e) To be eligible for credit against amounts paid for an Advance Replacement, Channel Partner must return the defective Product at its expense within thirty (30) days after issuance of the RMA.
 - (f) A credit will be applied to Channel Partner account within fifteen (15) business days after receipt and verification of the defective Product. The actual amount of credit will be determined by AMX based on the condition and completeness of the Product returned.
 - (g) AMX will continue to provide Advance Replacement support, per the above-mentioned guidelines, for a Product that has been discontinued via a PDN. However, after a Product is discontinued, AMX has sole discretion as to whether the Advance Replacement provided is a replacement for the Product originally purchased or a new Product that has replaced it.
- 6.6 Advance Replacement Policy – 7 to 12 Months. If a material Product defect due to materials or workmanship issues is reported after the first six (6) months of the Warranty Period, but before the earlier of twelve (12) months after the Shipping Date or the end of the Warranty Period, subject to availability, an Advance Replacement may be provided under the same terms and conditions as set forth in Section 6.5; provided that Channel Partner will be charged a non-refundable fee equal to twenty percent (20%) of the price of the Advance Replacement.
- 6.7 Channel Partner may, during the first six (6) months of the applicable Warranty Period, return any Product purchased hereunder and receive a credit under the following terms and conditions.
- (a) The credit will initially be determined as set forth below, but will be reduced based on the physical condition and completeness of the returned components by such amount as determined by AMX in its sole discretion. The credit will be

applied to Channel Partner account within fifteen (15) business days after receipt and verification of the returned Product.

(1) The maximum credit for a Product returned within the three (3) month period beginning on the Shipping Date will be eighty-five percent (85%) of the original Net Price, if the Product has not been opened. For Product returned in such timeframe that has been opened, the maximum credit will be seventy-five percent (75%) of the original Net Price.

(2) The maximum credit for a Product returned after the above three (3) month period but within six (6) months after the Shipping Date will be seventy-five percent (75%) of the original Net Price, if the Product has not been opened. For Product returned in such timeframe that has been opened, the maximum credit will be forty-five percent (45%) of the original Net Price.

(b) AMX reserves the right to disallow any returns of Product for credit after the issuance of a PDN by AMX for such Product. A PDN will be effective upon publication, including by posting of the PDN at AMX.COM.

6.8 If Channel Partner is designated as a “Platinum Partner” or “Platinum + Partner” in the Registration, then Section 6.8 will be subject to the following exceptions:

(a) The maximum credit for a Product returned within the three (3) month period beginning on the Shipping Date will be one hundred percent (100%) of the original Net Price, if the Product has not been opened. For Product returned in such timeframe that has been opened, the maximum credit will be eighty-five percent (85%) of the original Net Price.

(b) The maximum credit for a Product returned after the above three (3) month period but within six (6) months after the Shipping Date will be eighty-five percent (85%) of the original Net Price, if the Product has not been opened. For Product returned in such timeframe that has been opened, the maximum credit will be seventy-five percent (75%) of the original Net Price.

11. SOFTWARE LICENSE

11.1 Subject to the terms of this Agreement (including any restrictions set forth in the Registration), AMX hereby grants Channel Partner a non-exclusive, non-transferable license, within the territory specified in the Registration (or worldwide if none is specified), to use the Licensed Software, in object code form only, solely for purposes of demonstrating and marketing Products to potential purchasers and for providing Product support to End Users of the Products. “Licensed Software” means all software provided by AMX hereunder (including software and firmware embedded in the Products and custom software, including the encoding of graphical images for specific Solutions), including any subsequent modifications, enhancements, improvements or updates provided hereunder.

11.2 Subject to the terms of this Agreement (including any restrictions set forth in the Registration), AMX hereby grants Channel Partner a non-exclusive, non-transferable license, within the territory specified in the Registration (or worldwide if none is

specified), to grant sublicenses to End Users to use the Licensed Software, in object code form only, solely as necessary to operate and use of the applicable Product with which the Licensed Software is provided (“End User Licenses”). Each End User License will be in writing and will, at a minimum, provide that:

- (a) The Licensed Software is licensed, not sold. AMX and its suppliers retain all copyrights and other intellectual property rights in and to the Licensed Software. End User may not create derivative works of the Licensed Software.
- (b) End User shall not, and shall not permit any third party to, disclose, display, loan, publish, transfer (whether by sale, assignment, exchange, gift, operation of law or otherwise), license, sublicense or otherwise disseminate the Licensed Software. End User shall not reverse engineer, decompile, or disassemble the Licensed Software.
- (c) End User may not make copies of the Licensed Software other than as reasonably required for backup or archival purposes.
- (d) The Licensed Software is provided with RESTRICTED RIGHTS. Use, duplication, or disclosure by the government is subject to restrictions as set forth in subparagraph (c)(1)(ii) of The Rights in Technical Data and Computer Software clause at DFARS 252.227-7013 or subparagraphs (c)(1) and (2) of the Commercial Computer Software Restricted Rights at 48 CFR 52.227-19, as applicable.

11.3 If Channel Partner is designated a Distributor in the Registration, then subject to the terms of this Agreement (including any restrictions set forth in the Registration), AMX hereby grants Channel Partner a non-exclusive, non-transferable license, within the territory specified in the Registration (or worldwide if none is specified), to grant sublicenses to its dealers to use the Licensed Software, in object code form only, solely for purposes of demonstrating and marketing Products to potential purchasers and providing Product support to End Users.

11.4 Channel Partner will comply with the restrictions set forth in this Section 11.4 and, if Channel Partner is designated a Distributor in the Registration, will cause its dealers to comply with these restrictions.

- (a) The Licensed Software will be used only by Channel Partner and only for the purposes expressly set forth in this Agreement. Channel Partner shall provide access to the Product solely to those of its full time employees or sub-contractors who require such access for the purposes set forth in this Agreement, so long as Channel Partner advises each such employee or sub-contractor of the confidentiality and other obligations set forth in this Agreement. Notwithstanding the foregoing, Channel Partner will remain liable to AMX for any failure to comply with this Agreement by its employees or sub-contractors.
- (b) Except as may be necessary in connection with its use of the Product for the purposes set forth herein, Channel Partner shall not, and shall not permit any other person to, disclose, display, loan, publish, transfer (whether by sale, assignment, exchange, gift, operation of law or otherwise), license, sublicense, copy or otherwise disseminate the Licensed Software, in whole or in part, to any

third party. Channel Partner shall not, and shall not permit any other person to, disassemble, decompile, reverse engineer or otherwise attempt to access or recreate the source code of any Licensed Software.

- (c) Channel Partner shall not alter, conceal or remove any notices regarding patents, patent applications, trademarks or copyrights, or any other legal notices contained on or in the Product. Channel Partner will retain on or in all copies of the Licensed Software the exact form of any such notices.
- (d) Channel Partner acknowledges and agrees that the Licensed Software and any other AMX Confidential Information embodied in the Product is the valuable property and trade secret of AMX, that any violation by Channel Partner would cause AMX irreparable injury for which AMX would have no adequate remedy at law and that, in addition to any other remedies, AMX is entitled to preliminary and other injunctive relief against any such violation without being required to post a bond or prove any damages.
- (e) During normal business hours and with reasonable notice to Channel Partner, AMX may conduct an investigation, either directly or through a designated representative and at AMX's expense, to confirm Channel Partner's compliance with the terms and conditions of this Agreement. Channel Partner shall allow AMX, or AMX's designated representative, to have access to Channel Partner's premises and any records (in whatever form kept by or on behalf of Channel Partner) relating to the Product and Channel Partner's use thereof. Channel Partner shall cooperate with, and shall reasonably assist, AMX in any such investigation. Any such investigation will be conducted in a manner that is designed not to disrupt Channel Partner's business and will be restricted in scope, manner and duration to that reasonably necessary to confirm Channel Partners' compliance with this Agreement.