



Product:	_____
S/N or	_____ ID: _____
Owner:	_____
Expire Date:	_____
Comments:	_____

Software Maintenance Contract

This Software Maintenance Contract (the “Agreement”) by and between Customer (“You”) and DiscoverVideo, LLC (“Discover Video”) is entered into as of the date last executed below. You and Discover Video agree as follows:

Overview

DiscoverVideo provides certain support services ("Software Maintenance") for eligible products, provided the customer has purchased Software Maintenance. Software Maintenance is an annual service that expires on the anniversary of the initial product ship date, unless renewed.

The service provides software updates, bug fixes, improvements, and all major, minor, and revision software releases, provided it is compatible with the customer's hardware. The service also provides the owner of the product with access to Discover Video support personnel during normal business hours via email and the on-line support system ("Trouble Tickets").

To ensure customer satisfaction, and to ensure customers have the best possible product experience, Software Maintenance for certain Discover Video products is mandatory, and renewal of the service is strongly recommended.

Access To Software Updates

Product owners with Software Maintenance may obtain new software releases online, and automatically, by following the procedure described in the product documentation for each product or by following advice of DiscoverVideo support personnel. For illustration purposes, an eligible Software Maintenance customer can typically select "Check For Update" within their product and automatically obtain such software update, or they may download software from the DiscoverVideo web site. Product owners without Software Maintenance may not have access to such updates.

Relationship To Hardware Warranty

Software Maintenance has no relationship with the manufacturer's warranty for hardware products. Depending on the product, hardware has 1-year, 3-year, or 5-year return-to-factory or on-site limited hardware warranty.

Access To Support And Help & Service Level Agreement

If your product was purchased from a Discover Video partner, you must first contact their support staff for help and support. They may offer additional services such as on-site support.

To obtain support from Discover Video, an eligible product owner may contact support via email using support@discovervideo.com. Discover Video makes no claim or representation about support response time or problem resolution time, and requests are handled on a first-come-first-serve basis. However, most support requests are handled within four hours. Many support requests can be resolved by visiting <http://support.discovervideo.com>.

Non-Sequential Maintenance Renewal

If a product owner does not purchase or renew Maintenance but later wishes to obtain it, they would have *non-sequential maintenance*. In this case, they must either a) purchase maintenance for any missed period, or b) purchase the latest software as a new installation. Discover Video provides a 60-day grace period where a renewal may occur without it becoming non-sequential.

Renewal Price

The price a customer pays for Software Maintenance renewal will be the then-current price, which may be different from the price originally paid. Multi-year Software Maintenance plans may be available, both at the time of original purchase and at the time of renewal.

Legal

TO THE FULLEST EXTENT ALLOWED BY LAW, THE WARRANTIES, REMEDIES AND LIMITATIONS CONTAINED HEREIN ARE EXCLUSIVE AND ARE IN LIEU OF ALL OTHER WARRANTIES, TERMS OR CONDITIONS, EXPRESS OR IMPLIED, EITHER IN FACT OR BY OPERATION OF LAW, STATUTORY OR OTHERWISE, INCLUDING WITHOUT LIMITATION, WARRANTIES, TERMS OR CONDITIONS OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, QUALITY, CORRESPONDENCE WITH DESCRIPTION AND NON-INFRINGEMENT, ALL OF WHICH ARE EXPRESSLY DISCLAIMED.

TO THE FULLEST EXTENT ALLOWED BY LAW, DISCOVER VIDEO ALSO EXCLUDES FOR ITSELF AND ITS SUPPLIERS ANY LIABILITY, WHETHER BASED IN CONTRACT OR TORT (INCLUDING NEGLIGENCE), FOR INCIDENTAL, CONSEQUENTIAL, INDIRECT, SPECIAL OR PUNITIVE DAMAGES OF ANY KIND, OR FOR LOSS OF REVENUE OR PROFITS, LOSS OF BUSINESS, LOSS OF INFORMATION OR DATA, OR OTHER INFORMATION OR FINANCIAL LOSS ARISING OUT OF OR IN CONNECTION WITH THE USE, SALE, INSTALLATION, MAINTENANCE, PERFORMANCE, FAILURE, OR INTERRUPTION OF ITS SERVICE OR PRODUCTS, EVEN IF DISCOVER VIDEO, ITS SUPPLIERS OR ITS RESELLER HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. DISCOVER VIDEO'S SOLE LIABILITY WITH RESPECT TO ITS PRODUCT IS LIMITED TO REPAIR OR REPLACEMENT OF THE SUBJECT SOFTWARE PRODUCT AT DISCOVER VIDEO'S OPTION. THIS DISCLAIMER OF LIABILITY FOR DAMAGES WILL NOT BE AFFECTED IF ANY REMEDY PROVIDED HEREIN SHALL FAIL FOR ESSENTIAL PURPOSE.

THE PRODUCTS SOLD BY DISCOVER VIDEO ARE NOT INTENDED FOR AND WILL NOT BE USED IN LIFE SUPPORT SYSTEMS, MEDICAL EQUIPMENT, NUCLEAR FACILITIES OR SYSTEMS, AIRCRAFT, AIRCRAFT DEVICES, AIRCRAFT/EMERGENCY COMMUNICATION DEVICES OR OTHER CRITICAL SYSTEMS WHOSE FAILURE TO PERFORM BE REASONABLY EXPECTED TO RESULT IN SIGNIFICANT INJURY OR LOSS OF LIFE OR CATASTROPHIC PROPERTY DAMAGE. ACCORDINGLY, DISCOVER VIDEO DISCLAIMS ANY AND ALL LIABILITY, AND SHOULD BUYER USE OR SELL SUCH PRODUCTS FOR USE IN SUCH ULTRA-HAZARDOUS APPLICATIONS, IT DOES SO ENTIRELY AT ITS OWN RISK. FURTHERMORE, BUYER AGREES TO FULLY INDEMNIFY, DEFEND AND HOLD DISCOVER VIDEO HARMLESS FOR AND AGAINST ANY AND ALL CLAIMS, DEMANDS, ACTIONS, LITIGATION, AND PROCEEDINGS OF ANY KIND ARISING OUT OF OR RELATED TO SUCH ULTRA-HAZARDOUS USE OR SALE.

NOTWITHSTANDING ANYTHING SET FORTH HEREIN TO THE CONTRARY, DISCOVER VIDEO AGREES TO DEFEND, INDEMNIFY AND HOLD BUYER HARMLESS FROM ALL LOSSES (INCLUDING REASONABLE ATTORNEY FEES) FOR IT OR ITS PRODUCTS OR SERVICES BREACHING INTELLECTUAL PROPERTY RIGHTS OF A THIRD PARTY, AND AGREES THAT THERE WILL BE NO LIMITATION OF LIABILITY ON ITS INDEMNIFICATION OBLIGATIONS HEREUNDER WITH RESPECT TO ANY SUCH THIRD PARTY CLAIM FOR BREACH OF INTELLECTUAL PROPERTY RIGHTS PROVIDED DISCOVER VIDEO HAS BEEN NOTIFIED AND GIVEN REASONABLE OPPORTUNITY TO CURE. THE PARTIES AGREE THAT THIS AGREEMENT WILL BE INTERPRETED UNDER DELAWARE LAW AND THAT ANY LITIGATION WILL EXCLUSIVELY OCCUR IN COURTS LOCATED IN NEW YORK, NEW YORK.

IN WITNESS WHEREOF, each of the parties hereto have caused this Software Maintenance Agreement to be executed by its duly authorized officer or representative.

DISCOVER VIDEO, LLC	Customer
Signature:	Signature:
Name:	Name:
Title:	Title:
Date:	Date: