

Muse Research and Development, Inc. RECEPTOR Limited Hardware and Support Standard Warranty

Muse Research and Development, Inc. (MRD) warrants each MRD hardware product to be free of material hardware defects for 12 (twelve) months from the date of purchase by the original customer, and will, at its option, repair or replace any such defect according to the terms of this Standard Warranty. MRD's liability under this warranty shall be limited to such repair or replacement of any defective component or device. MRD warrants only the base unit for such 12-month period. During this warranty, the customer may receive technical support for the product at no cost providing they have registered the unit. The warranty and technical support is valid only for the original purchaser and is not transferrable.

Under this Standard Warranty, MRD will, at MRD's option, repair or replace defective hardware products or related hardware components, during MRD's normal working hours of operation. MRD will not ship replacement equipment until the defective hardware or hardware component is received (freight prepaid by Purchaser) at the MRD factory or designated service depot, unless MRD agrees in writing to do otherwise. MRD, at its option, may ship the replacement hardware product prior to its receipt of the defective hardware product. Advanced replacement parts are available only in special cases and then only at the sole discretion of MRD. The model and serial number of the defective unit must be furnished by the Purchaser at the time of request for service or technical support pursuant to this Standard Warranty. A return authorization number must be obtained from the MRD service department prior to returning any hardware to the factory.

This Standard Warranty shall be invalid if, in MRD's sole judgment, the hardware product or component has been subjected to any of the following: misuse, modification, abuse, neglect, accidents, acts of nature, or when repairs or installation of expansion products, accessories or components has been attempted or performed by anyone other than a MRD-authorized service center. The standard warranty shall be invalid if the unit has been subject to external electrical fault or power surges, operating the unit in an environment of extreme heat or cold, or an environment where the internal electronics are subject to rain, snow, condensing moisture, extreme amounts of pyrotechnic smoke or other by-products of stage craft, damage during shipment or touring, or as the result of acts outside the reasonable control of MRD or its distribution partners. The Standard Warranty shall also be invalid if the hardware product's serial number has been removed, defaced or altered in any way. Furthermore, no warranty support is offered for units where any of the software components of the product have been subject to tampering or modification of any kind, including but not limited to the following: modification or alteration of the application software, OS, BIOS, Receptor Remote, UniWire, or copy protection technologies employed therein, or modification of any of the pre-installed plug-ins. No warranty support is offered for plug-ins where the copy-protection has been modified or tampered with in any shape or form. This Standard Warranty does not cover other manufacturers' computer hardware, components, accessories or expansion items unless authorized in writing by MRD.

This Standard Warranty shall be invalid if, in MRD's sole judgment, the hardware product has been obtained through an unauthorized dealer or through illegitimate means, and/or if the product has been obtained through "grey market" means where the product has been imported into the Purchaser's country of residence through any means other than through the MRD authorized distributor for that country.

The sole and exclusive remedy to the original purchaser, under this Standard Warranty, shall be the repair or replacement of defective parts as provided above.

The procedure for obtaining service may vary outside the Continental United States. Purchasers not located within the Continental United States desiring warranty service must contact MRD for such warranty service information.

ANYTHING TO THE CONTRARY HEREIN NOTWITHSTANDING, UNDER NO CIRCUMSTANCES SHALL MRD ITS SUCCESSORS, ASSIGNS, OFFICERS, DIRECTORS, EMPLOYEES AND AGENTS, UNDER ANY LEGAL THEORY, TORT, CONTRACT OR OTHERWISE, BE LIABLE IN ANY WAY FOR DAMAGES HEREUNDER, INCLUDING, BUT NOT LIMITED TO, ANY LOSS OR INACCURACY OF DATA, BUSINESS LOSS OR PROFITS, OR ANY OTHER DIRECT OR INDIRECT, SPECIAL, INCIDENTAL, PUNITIVE, EXEMPLARY, OR CONSEQUENTIAL DAMAGES ARISING FROM THE USE OF THE PRODUCT COVERED BY THIS STANDARD WARRANTY. IN NO EVENT WILL MRD, ITS SUCCESSORS, ASSIGNS, OFFICERS, AGENTS, OR EMPLOYEES BE LIABLE TO ANY PARTY FOR ANY DAMAGES IN EXCESS OF THE AMOUNT SUCH PARTY PAID TO MRD FOR THE PURCHASE OF THE HARDWARE PRODUCTS HEREUNDER, EVEN IF MRD SHALL HAVE BEEN INFORMED OF THE POSSIBILITY OF SUCH DAMAGES, OR FOR ANY CLAIM BY ANY OTHER SUCH PARTY.

MRD DISCLAIMS ALL OTHER WARRANTIES EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION, ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE EXCEPT TO THE EXTENT THAT ANY WARRANTIES IMPLIED BY LAW CANNOT BE VALIDLY WAIVED. MRD MAKES NO REPRESENTATIONS WITH RESPECT TO THE INFRINGEMENT OR NONINFRINGEMENT OF THIRD-PARTY INTELLECTUAL PROPERTY RIGHTS AS RELATED TO THE HARDWARE PRODUCTS PURCHASED HEREUNDER. MRD HAS NOT AUTHORIZED ANYONE TO MAKE ANY OTHER REPRESENTATIONS OR WARRANTIES HEREUNDER, EXCEPT AS SO PROVIDED HEREIN.

IT IS EXPRESSLY UNDERSTOOD AND AGREED THAT EACH AND EVERY PROVISION OF THIS STANDARD WARRANTY WHICH PROVIDES FOR A LIMITATION OF LIABILITY, DISCLAIMER OF WARRANTIES, OR EXCLUSION OF DAMAGES IS INTENDED BY THE PARTIES HERETO TO BE SEVERABLE AND INDEPENDENT OF ANY OTHER PROVISION AND TO BE ENFORCED AS SUCH. PURCHASER HEREIN AGREES THAT USE OF THE HARDWARE PRODUCTS AND COMPONENTS HEREUNDER CONSTITUTES ITS ACCEPTANCE OF THIS STANDARD WARRANTY.