



Omneon Product Warranty

Warranty

Omneon warrants to Buyer that during the applicable warranty period, the Product will conform to and operate in accordance with the applicable documentation included with the Product in all material respects. The warranty periods for Products are as follows: (a) for hardware the warranty periods is twelve (12) months, beginning on the Delivery Date; (b) for software, the warranty period is ninety (90) days, beginning on the on the Delivery Date for the Software.

Definitions

"Delivery Date" means the date on which Omneon delivers the Products to a carrier for shipment to Buyer. In the case of Software, (a) software which is embedded in the Omneon Products, "Delivery Date" means the date on which Omneon delivers the Products to a carrier for shipment to Buyer, or (b) software features that can be enabled by electronic means, "Delivery Date" means the date the features are enabled by Omneon, or (c) software applications which are separately ordered by Buyer, "Delivery Date" means or the date the Software is downloaded to the target processor.

"Hardware" means a tangible product sold to Customer by Omneon.

"Product" means, collectively, Hardware, Software and Service.

"Severity Level 1" means the Product(s) or any part thereof is inoperative or performance of the Product is so downgraded that normal operations are prevented almost entirely. Without limiting the generality of the foregoing, examples of Severity Level 1 include the cessation of operation of one or more channels resulting in any of the following on-air disturbances:

- unintentional black video to air
- unintentional silence to air
- unintentional video and/or audio distortion
- unintentional video not synchronized to house reference
- unintentional viewer-noticeable lip-sync problems

or,

instability in the operation of one or more channels causing intermittent on-air disturbances, which outage could not be solved by switching to redundancy resources, and result in unintentional black video to air, unintentional silence to air, unintentional video and/or audio distortion, unintentional video not synchronized to house reference, and unintentional viewer-noticeable lip-sync problems;

or,

access to critical data is unavailable as a result of issues in the Product(s) causing an impact to normal operations.

"Software" means a) the software and/or firmware used in or with the Products and embedded into, provided with or loaded onto the Products in object code format, or b) software products which are sold independently of Omneon Hardware and require the use of license key. For purposes of these Terms and Conditions, Software does not include third party software applications which are included with a Product, but are not required to operate the Product.

Warranty Procedure & Remedies

For warranty claims, Buyer must submit during the applicable warranty period a written notice describing how the Product failed to conform to the warranty and provide sufficient detail to enable Omneon to reproduce and analyze the failure. During the software and hardware warranty periods, customers may contact Omneon's technical assistance support (TAC) center 24 hours a day, 7 days per week for technical support relating to warranty issues. Upon request, Buyer will provide Omneon remote access to the affected Products. If the Product is not in conformance with the warranty, Omneon at its option will: (i) repair or replace the Product to achieve conformance; or (ii) refund to Buyer the applicable Fees upon return of the non-conforming Product to Omneon. Customers with products under active warranty are eligible to receive Software Updates during the warranty period. Replacement Hardware will be delivered advance exchange and may be new, factory reconditioned, refurbished, re-manufactured or functionally equivalent and will be furnished only on an exchange basis. Returned Hardware that has been replaced by Omneon will become Omneon's property. Replacement Products are warranted as above for the remainder of the original applicable Product warranty period. Products must be returned to Omneon in accordance with Omneon's instructions accompanied by evidence satisfactory to Omneon that the Products remain entitled to warranty protection. If a Product is returned in accordance with these procedures, Omneon will not charge for any repair, replacement, error identification or correction, or return shipment of the non-conforming Product. If Omneon determines that the Product was operating in conformance with its applicable warranty, Omneon may charge Buyer for error identification or correction efforts, repair, replacement and shipment costs at Omneon's then current rates.

Disclaimer

Omneon does not warrant the operation of the Product will be error free. Omneon specifically disclaims any and all other warranties and conditions. The warranty shall not apply: (i) if the Product is not used in accordance with the Documentation; or (ii) if the defect is caused by a modification or repairs not performed or authorized by Omneon, (iii) negligence or misuse or abuse of the Product by Buyer, or (iv) failure by Buyer to comply with environmental or storage requirements for the Product.