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## Software Limited Warranty

**If you are a consumer, you may have additional or different rights.** Please read this entire warranty statement, including section H (Consumer Rights Not Affected), for more information.

- A. **LIMITED WARRANTY.** If you follow the instructions, use the software only with qualified or certified third-party products, install any updates made available to you by Avid, and the software is properly licensed, the software will perform substantially as described in Avid's software documentation.
- B. **TERM OF WARRANTY.**
- (i) **Minimum term.** The limited warranty covers the software for 90 days after it has been acquired by the first user. The laws of your country or state may require a warranty term longer than 90 days, in which case Avid will provide the minimum warranty term required by applicable law.
  - (ii) **Updates.** If you receive supplements, updates, or replacement software during the term of the limited warranty, they will be covered for the remainder of the term.
- C. **GEOGRAPHIC SCOPE.** This limited warranty applies to products purchased anywhere in the world.
- D. **LENGTH OF ANY IMPLIED WARRANTIES.** To the extent permitted by law, any implied warranties, guarantees, terms or conditions last only during the term of the limited warranty. Some states do not allow limitations on how long an implied warranty lasts, so these limitations may not apply to you. They also might not apply to you because some countries may not allow limitations on how long an implied warranty, guarantee, term or condition lasts.
- E. **WARRANTY RECIPIENT.** If the first user transfers the software as permitted by this agreement, the remainder of the warranty term will apply to the recipient.
- F. **EXCLUSIONS FROM WARRANTY.** This warranty does not cover problems caused by your acts (or failures to act), the acts of others, or events beyond Avid's reasonable control. This warranty also does not cover software that has been modified by anyone other than Avid or an authorized Avid reseller or service provider.
- G. **REMEDY FOR BREACH OF WARRANTY.** Avid will repair or replace software that is returned to Avid within the warranty term at no charge. If Avid cannot repair or replace it, Avid will refund the amount shown on your receipt for the software. You must deactivate and uninstall the software and return any media and other associated materials to Avid with proof of purchase to obtain a refund. If you purchased the software as part of a system bundled with hardware, you must return the full system to obtain a full refund. These are your only remedies for breach of the limited warranty.
- H. **CONSUMER RIGHTS NOT AFFECTED.** You may have additional consumer rights under your local laws, which this agreement cannot change. For example, consumers in the European Union may be entitled to a limited warranty term of two years. In Australia, (1) our goods come with guarantees that cannot be excluded under the Australian Consumer Law, (2) you are entitled to a replacement or refund for a major failure and for compensation for any other reasonably foreseeable loss or damage, and (3) you are also entitled to have the goods repaired or replaced if the goods fail to be of acceptable quality and the failure does not amount to a major failure. For more information about your rights, please contact your local authority, trading standards department, citizen's advice bureau or local equivalent.

- I. **NO OTHER WARRANTIES.** The limited warranty is your only software warranty from Avid. To the extent permitted by law, Avid and its suppliers give no other express warranties, guarantees, terms or conditions, including warranties that the software is error-free, fault-tolerant, or uninterruptable. Where allowed by your local laws, Avid excludes implied warranties, terms and conditions of merchantability, satisfactory quality, fitness for a particular purpose and non-infringement. If your local laws give you any implied warranties, guarantees or conditions, despite this exclusion, your remedies are described in section G (Remedy for Breach of Warranty) above, to the extent permitted by your local laws.
- J. **LIMITATION ON AND EXCLUSION OF DAMAGES FOR BREACH OF WARRANTY.** Section 13 (Limitation on and Exclusion of Damages) of the AVID TECHNOLOGY SOFTWARE LICENSE AGREEMENT applies to breaches of this limited warranty. Section 13 states: **Except for liability for death or personal injury caused by Avid's negligence or fraud, or other liability that cannot lawfully be excluded or restricted, you may recover from Avid and its suppliers only direct damages up to the amount you paid for the software. You cannot recover for:**
- (i) **lost profits, data loss, business damage, or damages that are not reasonably foreseeable, or**
  - (ii) **any other consequential, special, indirect or incidental damages.**

This limitation applies to:

- the software and anything related to it;
- services provided in connection with the software;
- hardware provided with the software;
- third party content, including programs and information; and
- claims for breach of contract, breach of warranty, guarantee or condition, strict liability, negligence, or other tort to the extent permitted by applicable law.

It also applies even if:

- repair, replacement or a refund for the software does not fully compensate you for any losses; or
- Avid knew or should have known about the possibility of the damages.

Some states do not allow the exclusion or limitation of incidental or consequential damages, so this limitation or exclusion may not apply to you. The limitation or exclusion also may not apply to you because your country may not allow the exclusion or limitation of incidental, consequential or other damages.

- K. **LEGAL EFFECT.** This warranty gives you specific legal rights, and you may also have other rights which vary from state to state. You may also have other rights which vary from country to country.
- L. **EXCLUDED PRODUCTS.** Avid gives no warranty for third party software or software provided by Avid free of charge, including software designated as "limited release," "pre-release," "loan," "beta," or "test." This software is provided "AS IS" and with all faults.
- M. **WARRANTY PROCEDURES AND CONTACTS.** For information regarding your warranty, please visit [www.avid.com](http://www.avid.com) where you can find contact information for your local Avid office, sales representative or authorized reseller.
- N. **SEVERABILITY.** If any provision of this warranty is legally invalid, the warranty shall endure except for the invalid provision. However, if a court determines that any provision is invalid, the court may limit the provision, delete specific words or phrases, or replace the invalid provision with a provision that is valid and that comes closest to expressing the intent of the invalid provision.