

# CRESTRON ELECTRONICS, INC.

## DIGITALMEDIA™ EXTENDED SERVICES AGREEMENT

### 64x64 AND 128x128 DIGITALMEDIA SWITCHER

This DigitalMedia Extended Services Agreement (the "Agreement") is between Crestron Electronics, Inc. ("Crestron"), located at 15 Volvo Drive, Rockleigh, NJ and the end-user purchaser ("Purchaser") listed in the Extended Services Application (the "Application") attached to and made part of this Agreement. The Agreement is made effective for each Switcher ("Covered Switcher" or collectively the "Covered Switchers") listed in the Application upon acceptance of the Agreement by Crestron.

#### WHAT REPLACEMENTS ARE PROVIDED

Purchaser wishes to secure and Crestron is willing to provide expedited service in the event of a malfunction of a Covered Switcher, for a period of either one year or three years as listed in the Application after the installation date listed in the Application for each Covered Switcher. Accordingly, the parties agree that for each Covered Switcher, for the sum of 5% of the MSRP of that Covered Switcher for one year of support services from the date of installation and 7% of the MSRP of that Covered Switcher for three years of support services from the date of installation, upon notification by Purchaser of a malfunction, Crestron will provide a replacement system per the configuration listed in this contract. The replacement frame will ship within (2) business days of notification of a malfunction. Purchaser shall return the original switcher to Crestron within 10 days.

If in Crestron's sole determination, the malfunction is not a Covered Malfunction under this Agreement or the malfunction requires replacement of components not covered under Crestron's Standard Limited Warranty, Purchaser may request and Crestron may at its discretion perform repair services and repair or replace parts at Crestron's standard rates at the time of repair, to repair the original switcher, and return to the Purchaser.

Specifically, for purposes of this Agreement, Covered Malfunctions does not include, and this Agreement does not cover malfunctions which are due to or caused by:

- Third-party programming of the Covered Switcher or associated DigitalMedia system;
- Devices or components other than the Covered Switcher;
- Failure to install, maintain, and operate the Covered Switcher pursuant to the operating instructions provided by Crestron or use in applications other than that which it is intended;
- Cosmetic damage, normal wear and tear, negligence, misuse, abuse, vandalism including a virus or computer hacker, alteration, rust of any kind, repair by persons other than authorized Crestron

service personnel pre-existing conditions, theft, acts of God such as fire, lightning, flooding, tornado, earthquake, hurricane or other problems beyond Crestron's control; or

- Adverse environmental factors including but not limited to the use of incorrect line voltages; improperly rated fuses or circuit breakers; improper electrical connections, failure to comply with the applicable provisions of the National Electrical Code and Safety Standards of Underwriters Laboratories, use of incompatible devices or accessories, and improper or insufficient ventilation.

The Agreement in no way extends, supercedes or modifies Crestron's Standard Limited Warranty or any other Crestron Warranty as they apply to the Covered Switchers or any other Crestron device.

#### WHAT DEVICES ARE COVERED

A Covered Switcher is defined as each Crestron 64x64 or 128x128 DigitalMedia Switcher listed in the Application. Specifically, a Covered Switcher includes a chassis and electronic components internal to the chassis including a processor, a power supply, and one or more installed input blades and output blades.

A Covered Switcher does not include, and this Agreement does not cover, any other Crestron or third-party device, including but not limited to additional Crestron DigitalMedia system devices such as Roomboxes, processors or peripheral devices attached to the Covered Switcher, as well as any other Crestron control system device or Crestron Lighting Control System device of any kind.

To be eligible as a Covered Switcher under this Agreement, the Covered Switcher must have been purchased and installed in the continental United States or Canada by a Crestron DigitalMedia Certified Engineer ("DMC-E").

This Agreement is only valid for the Covered Switchers in the location specified for each in the Application. Crestron may at its sole discretion terminate this Agreement as to any Covered Switcher which has been relocated. Within thirty days (30) days of a Covered Switcher being relocated, Purchaser must notify Crestron of the relocation and the Covered Switcher must be inspected by a Crestron DMC-E who will advise Crestron as to whether the Agreement should be terminated due to the relocated environment or operating condition of the Covered Switcher. Crestron, at its discretion may charge Purchaser for this inspection at Crestron's standard hourly rates. In the event this Agreement is terminated due to relocation of a Covered Switcher, Purchaser is not entitled to a refund.

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#### **HOW TO RECEIVE SERVICE**

All notifications and claims under this Agreement must be made in accordance with Crestron's current customer services policies. Purchaser should contact Crestron Electronics, Inc. at 855-DMC-6464 (855-362-6464) or support@crestron.com and provide the serial number of the Covered Switcher frame and a listing of the reported malfunction.

#### **TERM AND PAYMENT**

This Agreement will become effective when accepted by Crestron. Crestron will notify Purchaser of acceptance by mailing an invoice for the amount due under this Agreement. Payment of the invoice is to be due upon receipt of the invoice. Services under this Agreement will be available upon payment of invoice in full by Purchaser.

#### **TERMINATION**

Crestron may terminate this Agreement, with respect to the original purchaser or any transferees, at any time for the following reasons: 1) nonpayment of the amount due under this Agreement 2) nonpayment of any other fees owed to Crestron, such as for services or parts not covered under this Agreement 3) material misrepresentations or substantial breach of the duties under this Agreement; or 4) any material changes occurring to the nature or scope of the service required under this Agreement such that the service required to be provided has substantially and materially increased beyond that contemplated as of the effective date of this Agreement.

#### **LIMITATION OF LIABILITY:**

IN NO EVENT SHALL CRESTRON BE LIABLE FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES OF ANY KIND (PROPERTY OR ECONOMIC DAMAGES INCLUSIVE) ARISING FROM THE PERFORMANCE OF THIS AGREEMENT. THE PURCHASER ASSUMES AND WILL HOLD HARMLESS CRESTRON IN RESPECT OF ALL SUCH LOSSES. CRESTRON'S LIABILITY ON ANY CLAIM FOR DAMAGES ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT SHALL NEVER EXCEED THE PAYMENTS MADE TO CRESTRON UNDER THIS AGREEMENT. CRESTRON IS NOT LIABLE FOR ANY CLAIM MADE BY A THIRD PARTY OR MADE BY THE PURCHASER FOR A THIRD PARTY.

#### **GENERAL**

This Agreement shall be governed by the laws of the United States of America, State of New Jersey, and the Purchaser hereby consents to the exclusive jurisdiction and venue of courts in New Jersey in all disputes arising out of or related to this Agreement. If any provision of this Agreement is held to be invalid by a court of competent jurisdiction, then the remaining provisions will nevertheless remain in full force and effect. This Agreement will be binding upon and inure to the benefit

of the parties, their respective heirs, personal representatives, and successors. There is no joint venture, partnership, agency or fiduciary relationship existing between the parties and the parties do not intend to create any such relationship by this Agreement and neither party may legally bind the other. This Agreement may not be amended, modified or superseded unless expressly agreed to in writing by both parties. No provision of this Agreement may be waived except by an instrument in writing executed by the party against whom the waiver is to be effective. The failure of either party at any time or times to require full performance of any provision hereof will in no manner affect the right of such party at a later time to enforce the same. This Agreement is non-renewable and non-assignable. This Agreement represents the entire agreement of the parties regarding the subject matter hereof. There are no other oral or written collateral representations, agreements, or understandings regarding the subject matter hereof.

**CRESTRON ELECTRONICS, INC.**  
**DIGITALMEDIA™ EXTENDED SERVICES AGREEMENT**  
**64x64 AND 128x128 DIGITALMEDIA SWITCHER**

**APPLICATION FOR DIGITALMEDIA SWITCHER  
EXPEDITED REPLACEMENT AGREEMENT**

Please fill out the following information and have your DMC-E, review and sign. Serial number can be found on the chassis of the switcher. Please select either one or three years for term. Please sign and return to: 15 Volvo Dr.; Rockleigh NJ, 07647, or Fax to: 1-201-767-1905, or e-mail to [orders@crestron.com](mailto:orders@crestron.com).

<b>FOR MANUFACTURER USE ONLY</b>
Agreement Ver. _____
Agreement No. _____

**PURCHASER INFORMATION**

NAME \_\_\_\_\_ TITLE: \_\_\_\_\_

MAILING ADDRESS (STREET/CITY/PROVINCE/COUNTRY/POSTAL CODE) \_\_\_\_\_

Purchaser has acquired the following DigitalMedia Switcher(s), which is/are to be installed at the listed location(s):

MODEL NAME	SERIAL NUMBER	INSTALLATION DATE	ADDRESS	TERM	
				1 year	3 years
				1 year	3 years
				1 year	3 years
				1 year	3 years
				1 year	3 years

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To be eligible as a covered switcher under this Agreement, each switcher must have been installed by a Crestron DigitalMedia Certified Engineer (DMC-E) with a DMC-E certification number.

**CRESTRON DIGITALMEDIA CERTIFIED ENGINEER**

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NAME DMC-E CERTIFICATION NUMBER

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MAILING ADDRESS (STREET/CITY/PROVINCE/COUNTRY/POSTAL CODE)

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ENGINEER SIGNATURE DATE

Crestron must receive this application signed by the Purchaser within thirty (30) Days of the installation date of the switcher for the Agreement to be effective for that switcher.

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PURCHASER SIGNATURE DATE