

Qumu Corporation Product Warranty/Guarantee for Rimage® Hardware Products – English

“Rimage® Disc Publishing” is a Qumu Corporation Product Line.

Qumu warrants, to the original end user (“You”) only, that all non-consumable tangible parts of Rimage hardware products will be free from defects in material or workmanship for a term of 12 months starting on the date the product ships to You, according to the following terms and conditions:

- Qumu will replace or repair, at Qumu’s discretion, any non-consumable parts found defective within the Warranty term. Repair parts may not be new, but will be in good working order and of like kind and functionality.
- Replacement parts are warranted for 90 days from date of shipment.
- Factory depot repair:
 - Equipment requiring service should be shipped to the Rimage repair facility in the region where it was originally purchased. Typical response is 15 business days from the date of receipt. Rimage regional repair facilities are: Minnesota for the US and Canada; Germany for Europe; Japan for APAC and local support in Australia.
 - Equipment shipped to a regional repair facility outside the original region of purchase will receive a typical response of 25 business days from the date of receipt.
- On-site repair, Rapid Exchange replacement, and other Maintenance Contracts are available for an additional fee.
- Software updates are only available as part of a Software Subscription Support Contract.
- See the applicable End User License Agreement (EULA) for Your software Warranty, the terms and limitations of which are incorporated in this Warranty by this reference. The EULA may be found at <http://www.qumu.com/licenses.html>.
- You pay freight charges for shipping equipment to the Rimage repair facility. Qumu will pay ground service freight charges for components shipped to You.

Repair work that is carried out by any person who is not authorized or certified by Qumu may void this Warranty. The use of parts, supplies, or media that are not manufactured, distributed, or certified by Qumu may void this Warranty. This Warranty does not include the following:

- Work done at the customer’s location, or customer’s loss of data.
- Shipment costs for equipment or components returned to the factory.
- Software updates.
- Equipment or parts that were tampered with, misused, neglected, or modified in any respect without the written consent of Qumu.

- Equipment or parts that have been damaged due to shipping or accidents, or damaged by lightning, storms, water, or power surges.
- Printer consumables including ribbons, retransfer ribbons, or print heads.
- CSS drives.

You may not assign this Warranty without Qumu's written consent. Qumu is the intended beneficiary of this Warranty; if there is any inconsistency between this Warranty and any other agreement included with or relating to Rimage products, this Warranty shall govern. If any term of this Warranty is illegal or unenforceable, the legality and enforceability of the remaining provisions are not affected or impaired. This Warranty is to be interpreted under the laws of the State of Minnesota, USA, without giving effect to conflict of law rules. The United Nations Convention on Contracts for the International Sales of Goods shall not apply to this Warranty.

Qumu must receive written notice of any claimed defect or failure to perform within five (5) days after such failure or defect is first observed. For warranty service outside of Europe, call Rimage at 952.946.0004. For Europe, call +49-(0) 6074-8521-0.

THE LIMITED WARRANTY SET FORTH ABOVE IS QUMU'S ONLY WARRANTY IN CONNECTION WITH RIMAGE HARDWARE PRODUCTS. ALL OTHER WARRANTIES, WHETHER WRITTEN OR ORAL, EXPRESS OR IMPLIED, CONTRACTUAL OR STATUTORY, INCLUDING, BUT NOT LIMITED TO ANY WARRANTIES OF MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE ARE SPECIFICALLY EXCLUDED AND DISCLAIMED. IN NO EVENT SHALL QUMU'S LIABILITY UNDER THIS WARRANTY EXCEED THE OBLIGATION TO REPAIR OR REPLACE, AT QUMU'S DISCRETION, A WARRANTED PRODUCT, AND, WITHOUT LIMITING THE FOREGOING, QUMU'S LIABILITY UNDER THIS WARRANTY SHALL NOT EXCEED THE COST OF THE COVERED PRODUCT.