

PRODUCT WARRANTY

This product warranty (“Product Warranty”) is provided by TouchTunes Music Corporation (“TouchTunes”) to the purchaser (“Operator”) of TouchTunes Jukeboxes (“Jukeboxes”) and related TouchTunes products, equipment and accessories (collectively, the “Products”). TouchTunes warrants to Operator that the Products will be free from defects in material and workmanship under normal use for the applicable warranty periods. TouchTunes does not warrant that the operation of any Product will be uninterrupted or error free. This Product Warranty relates to new Products purchased by Operator from TouchTunes or its authorized distributors and used Products purchased by Operator from TouchTunes. If an Operator purchases a used Product from a third party or an authorized distributor, the remaining term, if any, under the Product Warranty applicable to such Product may be transferred to the transferee with the written consent of TouchTunes, which consent may be withheld by TouchTunes in its sole discretion. This Product Warranty is subject to the terms and conditions set forth herein. By accepting delivery of any Product, Operator is deemed to confirm and ratify such terms and conditions.

I. 1. Product Warranty Term and Conditions.

Subject to the limitations of paragraphs 2.2, 2.3, 2.4 and 2.6 hereof, the term of the Product Warranty shall be as follows:

1.1 Each Product shall be covered by the applicable warranty period set forth in Schedule A hereto, which may be updated by TouchTunes from time to time.

1.2 Each warranty period shall commence on the date of shipment of such Product to Operator, provided, however, that the applicable warranty period for new Products, other than Jukeboxes, purchased by an authorized distributor for resale to an Operator will begin ninety (90) days from the date of shipment of such product from TouchTunes to the distributor, regardless of date of purchase by Operator from such authorized distributor.

1.3 Subject to Section 1.4, the terms and conditions of the applicable warranty periods set forth to Schedule A hereto apply unless otherwise specified in the TouchTunes Product and Warranty Portal website (located at <http://productwarranty.touchtunes.com>) or other area on TouchTunes’ website, as of the date of Product shipment.

1.4 This Product Warranty shall be independent of, and TouchTunes shall have no obligation under, any warranty provided by a supplier or manufacturer other than TouchTunes for Products and shall not affect in any way the rights of Operator under such other warranties.

II. 2. Product Warranty, Servicing and Replacement.

2.1 Subject to the limitations of Section 1 and paragraphs 2.2, 2.3, 2.4 and 2.6 hereof, TouchTunes shall, at its sole expense and discretion, replace Products covered under this Product Warranty and shall bear the cost of shipment from TouchTunes to the Operator (except as set forth in Section 2.2). At TouchTunes’ sole discretion, replacement Products may be either new or refurbished.

2.2 Notwithstanding any provision herein to the contrary, this Product Warranty shall not apply to any Products that (i) require replacement or repair due to negligence or vandalism, (ii) are found defective because of an Act of God or other external natural cause, accident, power surge, improper usage (including any broken warranty stickers), treatment or handling, failure to comply with the Guide or improper use of software, or failure of the Operator to comply with Section 2.3 (including without limitation failure to use TouchTunes parts only), or (iii) are beyond the warranty periods applicable thereto. This Product Warranty does not apply to cosmetic damage, such as scratches, nicks or dents or to any Product that has a serial number that is defaced, altered, or removed. Operator shall bear all costs (including the costs for such parts and all freight cost for the shipment to TouchTunes and back to Operator) relating to such Products not covered under this Product Warranty. In addition, this Product Warranty shall be null and void with respect to any Products to which it would otherwise apply in the event that (i) any returned Product is damaged, defaced or vandalized, (ii) the Operator defaults in the payment of any obligation to TouchTunes under any equipment purchase agreement or any outstanding invoice related to equipment or parts payable to TouchTunes, or defaults under any Music Service Agreement (“MSA”) in effect between such Operator and TouchTunes, and such default is not cured within the applicable time period specified in such MSA, or (iii) any such MSA is terminated by the Operator for any reason or no reason or by TouchTunes pursuant to the terms thereof.

2.3 TouchTunes shall provide Operator with one copy per Jukebox of applicable technical documentation (the “Guide”) to facilitate installation and maintenance of such Jukebox. Operator, at its own cost and expense, will keep and maintain each Product in good repair, presentable condition and proper working order. Operator shall promptly make any necessary repairs in accordance with the Guide, and all repair work shall be performed by properly trained and skilled personnel. Operator shall only use spare or replacement parts supplied by TouchTunes or a TouchTunes authorized distributor, at TouchTunes’ instruction and shall not use any non-TouchTunes parts on any Product without the written consent of TouchTunes. Operator shall promptly execute from time to time any upgrade or repair requested by TouchTunes upon receipt by Operator of the required upgrades or parts. Operator agrees to comply with TouchTunes’ procedures, as applicable from time to time, for ordering spare or replacement parts. Upon approval by TouchTunes, should a replacement part be required to repair a Jukebox, TouchTunes shall use commercially reasonable efforts to timely provide the part to Operator.

2.4 Replacement parts to be provided by TouchTunes hereunder shall only be delivered following approval through TouchTunes’ Technical Support Hotline, which may be reached by calling (847) 419-3300 and issuance of a return authorization confirmation number by TouchTunes. Any part replaced pursuant to this Product Warranty shall be returned, by a traceable, secure means, by Operator to TouchTunes within thirty (30) days of shipment of the replacement part to the Operator. If any such part is returned after such thirty (30) days but before sixty (60) days, TouchTunes shall invoice Operator for a \$75 restocking fee. If any part replaced pursuant to this Product Warranty is not returned within sixty (60) days from TouchTunes’ shipment of a replacement part as per the return authorization approval, Operator shall be invoiced for the value of the replaced part. Any parts returned to TouchTunes after sixty (60) days will be returned to the Operator at the Operator’s expense and Operator shall own the replaced part. Anything returned by Operator that is determined by TouchTunes not to be the Product subject to the return authorization confirmation number approved by TouchTunes shall be shipped back to Operator (at Operator’s expense) and no return will be deemed to have been made. Operator will pay the expense to return a replaced part to TouchTunes, provided that if a return authorization is issued by TouchTunes for (i) a Product that was shipped to Operator from TouchTunes in the past ninety (90) days or (ii) a Product that TouchTunes was notified was transferred to Operator from an authorized distributor within the past ninety (90) days, then TouchTunes will pay the expense to ship such Product from Operator to TouchTunes.

2.5 At TouchTunes’ request, Operator shall provide TouchTunes with the current status and operating condition of any Jukebox subject to this Product Warranty.

2.6 THESE REMEDIES SHALL BE OPERATOR’S EXCLUSIVE REMEDIES FOR BREACH OF THIS PRODUCT WARRANTY. EXCEPT AS IS SPECIFICALLY AND EXPRESSLY STATED HEREIN, TOUCHTUNES MAKES NO WARRANTIES, EITHER EXPRESS OR IMPLIED, BY STATUTE OR OTHERWISE, AS TO ANY MATTER WHATSOEVER, INCLUDING, WITHOUT LIMITATION, THE CONDITION OF ANY PRODUCTS, THEIR MERCHANTABILITY, THEIR QUALITY, THEIR NONINFRINGEMENT, THEIR FITNESS FOR ANY PARTICULAR PURPOSE OR OTHERWISE. NO EMPLOYEE OF TOUCHTUNES OR ANY OTHER PARTY IS AUTHORIZED TO MAKE ANY WARRANTY FOR THE PRODUCTS OTHER THAN THE WARRANTY SET FORTH HEREIN. TOUCHTUNES’ LIABILITY UNDER THIS PRODUCT WARRANTY SHALL BE LIMITED TO A REFUND OF THE PURCHASE PRICE OF THE PRODUCT. IN NO EVENT SHALL TOUCHTUNES BE LIABLE FOR THE COST OF PROCUREMENT OR INSTALLATION OF SUBSTITUTE PRODUCTS BY OPERATOR NOR SHALL TOUCHTUNES BE LIABLE FOR DIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL, INDIRECT OR OTHER DAMAGE, WHETHER BASED IN CONTRACT, TORT, OR OTHERWISE.

2.7 Any term or condition in any order, purchase order, confirmation or other document furnished by Operator or TouchTunes which is in any way inconsistent with, or in addition to, this Product Warranty is hereby expressly rejected, and shall be superseded by this Product Warranty.

Schedule A

Product Category	Warranty Period
Jukeboxes	
Jukeboxes (New)	2 Years
Jukeboxes (Refurbished/Used purchased from TouchTunes)	90 Days
Jukebox Peripherals	
KARAOKE	
Karaoke Kit	1 Year
Karaoke FRUs	1 Year
Acoustics	
2-Way Speakers	2 Years
Subwoofer	1 Year
DA950-U Amplifier	1 Year
Jukebox Parts & Accessories	
Field Replaceable Units	
FRUS - New	1 Year
FRUS (Refurbished/Used)	90 Days
Hard Drives	
Jukebox Hard Drives (OS2 SATA)	Individual Jukebox Term set forth in the applicable MSA
Jukebox Hard Drives (GEN3+ SATA)	2 Years
Playdium Core (includes one (1) computer, one (1) monitor, two (2) amplifiers and one (1) power supply)	
Playdium Core (New)	2 Years
Playdium Core (Refurbished/Used)	90 Days
Angelina Modular Hardware Platform (includes one (1) computer, two (2) amplifiers, one (1) power supply and one (1) backplane)	
Angelina Modular Hardware Platform (New)	2 Years
Angelina Modular Hardware Platform (Refurbished/Used)	90 Days
Computers and Kits	
JCB and JCB+	1 Year
JCB and JCB+ (Refurbished/Used)	90 Days
OpenStage2 Upgrade Kit	2 Years
Monitors & Touchscreens	
15" Touchscreen for Maestro	3 Years
17" Touchscreen for Gen/Rhap	3 Years
19" Touchscreen for all MX-1, Ovation and Ovation II	3 Years
26" Touchscreen for Virtuo	3 Years
27" Touchscreen for Virtuo	3 Years
24" Touchscreen for Angelina	3 Years
Currency Validators	
Bill Acceptors (ICT & MEI)	2 Years
Coin Acceptors	1 Year
Bill Acceptors (Refurbished/Used)	90 Days
Coin Acceptors (Refurbished/Used)	90 Days
Miscellaneous	
Test Fixtures and Spare Parts Kits	1 Year
Accessories	
Wireless Modem Kits	1 Year
Remote Controls, DI-Boxes, EQs, all other accessories and parts	90 Days
OEM Products (i.e. Shure Microphones, Crown Amplifiers, etc.)	Manufacturer's warranty