The Company the Whole World Watches.

Hardware Maintenance Agreement (HMA)

Systems: HyperX^3, HyperX^2, LEX^3, LEX^2, HyperX HD/SD, MicroX, CAMIO HA, CAMIO Cluster, CAMIO CSU, CAMIO Server, OMS Server, DynaCrawl, XClyps, MicroClyps, Channel Box, EAS-HD, SOLO^2, CodiStrator, Calbox, HX200, LEX, LX, CMix and Digibox

Chyron's Hardware Maintenance Agreement (HMA) provides for the exchange or replacement (at Chyron's option) of hardware components that fail under normal operating conditions in the above covered systems during the coverage period as described below.

- What hardware is covered? The HMA applies to a single covered system and most Chyron-supplied peripherals, including the chassis, video cards, motherboards, processors, frame buffers, internal clip player, memory, power supply, disk drives, DVD/CD-Rom, drive bay and one standard keyboard. The HMA does NOT apply to any software, software media, documentation or third party components.

- What services are provided? For exchanges covered by the HMA (except where stock is unavailable), Chyron will provide, at its option, an exchange or replacement (i) the next business day (USA only) for critical failures preventing an on-air broadcast system from being available, and (ii) within one week for all other failures. For next business day service (USA only), Chyron's shipping department must receive the completed order by 4pm EST, Monday - Friday. Expedited emergency service outside of normal business hours, this includes weekends and holidays, is available for a $500 handling fee.

    - In exceptional cases, where exchange parts cannot resolve the problem, Chyron may request that the covered system be returned to the factory for repair. Please note that the HMA does NOT provide any on-site service or any system freight charges. Replacement components that are provided may be either new or factory refurbished. Chyron covers the shipping costs for replacement parts (limit 150lbs); however, the customer is responsible for the cost of alternate/priority courier service requests, and the return of complete systems.
    - If the customer's shipping case is deemed unsafe for shipment Chyron will return the system in Chyron supplied packaging. The customer will be responsible for the return shipment costs of their own equipment container and/or case.

- How is service requested? Chyron's Product Support Engineers are available for technical telephone support during the hours of 8:00am – 8:00pm EST as well as for emergency telephone support 24 hours a day 7 days a week. To obtain service, contact Chyron's Product Support at +1(631) 845-2132 or +1-888-4-Chyron. Be prepared to provide the HMA number, system serial number and/or serial numbers of the suspected problem part(s) (as requested). Provided that the defective component is promptly returned to Chyron in the manner provided by Product Support at the time of service, no charge will apply for covered replacement components.

- When does the HMA apply? The HMA applies only to failures caused by wear and tear under normal operating conditions. It does not apply to damages caused by spilled beverages, poor packaging, dropped or mishandling of system, installation of non-Chyron components, customer or third party modifications, improper repairs, extreme environmental conditions, electrical failure, or negligence as determined solely by Chyron.

- How long is the HMA valid? An HMA is valid for a period of one year. Each new system includes a one year hardware warranty which begins upon shipment from Chyron. For HMA's purchased with a new system the HMA coverage period begins the day after the initial hardware warranty expires (except as specified otherwise). For HMA renewals the coverage period begins one day after the initial hardware warranty expires and ends one year later (except as specified otherwise). The system must be in good working order prior to the initiation of the HMA or additional charges will apply.

Except as described above and provided in the HMA, Chyron disclaims any and all warranties and conditions, either expressed or implied, including, but not limited to, implied warranties of merchantability, fitness for a particular purpose, and uninterrupted or error-free operation. Under no circumstances will Chyron be liable for any direct, indirect, incidental, or consequential damages arising out of Chyron's performance or nonperformance under the HMA, even if Chyron was advised of the possibility of such damages. Some States do not allow the exclusion or limitation of liability for consequential or incidental damages, so the above limitations may not apply to all Customers.

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Software Maintenance Agreement (SMA)

Software Types: Lyric PRO/Lyric, XClyps, MicroClyps, CAMIO, CAMIO Playout, CAMIO CSU, OMS, Channel Box, EAS-HD, WAPSTR, Lyric Plug-in for Avid

Chyron's Software Maintenance Agreement (SMA) provides a single copy of the latest software release applicable to the above covered software types during the coverage period, as well as certain additional support benefits, as described below.

- What is covered? The SMA provides the latest software update for a single covered system Chyron application software, excluding any third party hardware or software.
- How are updates requested? Software updates are available for download from the Chyron website (www.chyron.com). A registered login and password are required to access this area of the website. Once you have registered you will receive a password within 1 to 2 business days. The software downloads are located in the Support section of the website. You must be logged in to the site to follow this link. http://www.chyron.com/support/downloads.aspx
    - Please contact Product Support at +1(631) 845-2132 or +1-888-4-Chyron if assistance is needed. The serial number of the unit and/or the SMA contract number will be required. An official copy of the software is available upon request only.
- Is documentation provided? Documentation is provided in the form of a release note which is available for download from the Chyron website (www.chyron.com).
- Will updated software work with my system? Software updates are targeted for customers operating current hardware configurations. Customers with older systems may not be able to use any or all of the latest software functionality without hardware upgrades that are sold separately.
- What other benefits are provided? SMA's include technical telephone support. Chyron's Product Support Engineers are available for technical telephone support during the hours of 8:00am – 8:00pm EST as well as for emergency telephone support 24 hours a day 7 days a week. To obtain service, contact Chyron's Product Support at +1(631) 845-2132 or +1-888-4-Chyron. SMA's also provide for the replacement of damaged media (not more than once per year).
- How long is the SMA valid? An SMA is valid for a period of one year. New systems (excluding the Lyric Plug-in software) include a one year SMA which begins upon shipment from Chyron. For SMA's purchased with a new system the SMA coverage period begins the day after the initial one year SMA expires (except as specified otherwise). For SMA renewals the coverage period begins one day after the initial one year SMA expires and ends one year later (except as specified otherwise).

Chyron reserves the right to periodically release software as products develop.

Except as described above and provided in the SMA, Chyron disclaims any and all warranties and conditions, expressed or implied, including, but not limited to, implied warranties of merchantability, fitness for a particular purpose, and uninterrupted or error-free operation. Under no circumstances will Chyron be liable for any direct, indirect, incidental, or consequential damages arising out of Chyron's performance or nonperformance under the SMA, even if Chyron was advised of the possibility of such damages. Some States do not allow the exclusion or limitation of liability for consequential or incidental damages, so the above limitations may not apply to all Customers.