

HOME DARTBOARD PRODUCT WARRANTY

This product warranty ("Product Warranty") is provided by TouchTunes Music Company, LLC ("TouchTunes") to the purchaser ("Purchaser") of BullShooter home dartboards ("Dartboards") and related Dartboard parts (collectively, the "Products"). TouchTunes warrants to Purchaser 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 Purchaser from TouchTunes or its authorized resellers and refurbished and used Products purchased by Purchaser from TouchTunes. If a Purchaser purchases a used Product from a third party or an authorized reseller, 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, Purchaser is deemed to confirm and ratify such terms and conditions.

I. 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 Purchaser, provided, however, that the applicable warranty period for new Products, other than Dartboards, purchased by an authorized reseller for resale to a Purchaser will begin ninety (90) days from the date of shipment of such product from TouchTunes to the reseller, regardless of date of purchase by Purchaser from such authorized reseller.

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> and/or any other area on a 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 Purchaser 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 Purchaser (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 (defined below) or improper use of software, or failure of the Purchaser 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. Purchaser shall bear all costs (including the costs for such parts and all freight cost for the shipment to TouchTunes and back to Purchaser) 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 Purchaser defaults in the payment of any obligation to TouchTunes under any equipment purchase agreement, any outstanding invoice related to equipment, accounts receivable, or parts payable to TouchTunes; (iii) or defaults in the payment of any obligation to TouchTunes or any outstanding invoice payable to TouchTunes or defaults under any agreement in effect between such Purchaser and TouchTunes, and such default is not cured within the applicable time period specified in agreement, or (iii) any such agreement is terminated by the Purchaser for any reason or no reason or by TouchTunes pursuant to the terms thereof.

2.3 TouchTunes shall provide Purchaser with one copy per Dartboard of applicable technical documentation (the "Guide") to facilitate installation and maintenance of such Dartboard. Purchaser, at its own cost and expense, will keep and maintain each Product in good repair, presentable condition and proper working order. Purchaser shall promptly make any necessary repairs in accordance with the Guide. Purchaser shall only use spare or replacement parts supplied by TouchTunes or a TouchTunes authorized reseller, at TouchTunes' instruction, and shall not use any non-TouchTunes parts on any Product without the written consent of TouchTunes. Purchaser shall promptly execute from time to time any upgrade or repair requested by TouchTunes upon receipt by Purchaser of the required upgrades or parts. Purchaser 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 Dartboard, TouchTunes shall use commercially reasonable efforts to timely provide the part to Purchaser.

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 815-639-7676 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 Purchaser to TouchTunes within thirty (30) days of shipment of the replacement part to the Purchaser. If any such part is returned after such thirty (30) days but before sixty (60) days, TouchTunes shall invoice Purchaser 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, Purchaser shall be invoiced for the value of the replaced part. Any parts returned to TouchTunes after sixty (60) days will be returned to the Purchaser at the Purchaser's expense and Purchaser shall own the replaced part. Anything returned by Purchaser 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 Purchaser (at Purchaser's expense) and no return will be deemed to have been made. Purchaser 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 Purchaser from TouchTunes in the past ninety (90) days or (ii) a Product that TouchTunes was notified was transferred to Purchaser from an authorized reseller within the past ninety (90) days, then TouchTunes will pay the expense to ship such Product from Purchaser to TouchTunes.

2.5 At TouchTunes' request, Purchaser shall provide TouchTunes with the current status and operating condition of any Dartboard subject to this Product Warranty.

2.6 THESE REMEDIES SHALL BE PURCHASER'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 PURCHASER 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 Purchaser 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
Dartboards	
Home Dartboards (New)	1 year
Dartboard Parts	
Parts	90 days