



Addendum to General Terms and Conditions - Managed Services

The following terms and the AVI-SPL Symphony - End User License Agreement (attached hereto and incorporated herein by reference as Exhibit 1) supplement and modify the General Terms and Conditions as they apply to Seller's provision of managed services as more particularly described in this Addendum and the Managed Services Description (collectively, the "Services"). In the event of a conflict or inconsistency between the terms of this Addendum and the AVI-SPL Symphony – End User License Agreement, the terms of the AVI-SPL Symphony - End User License Agreement shall prevail to the extent of such conflict or inconsistency. Any capitalized terms not otherwise defined herein shall have the meanings ascribed to them in the General Terms and Conditions.

1. Definitions

This Addendum contains defined terms and acronyms. The following definitions shall apply:

"Help Desk" means Seller's 24x7 global help desk as described in the Managed Services Description and this Addendum;

"Managed Services Description" means that portion of the Proposal detailing the Services being purchased by Buyer;

"Manufacturer" means an entity that produces hardware and / or software;

"Software Options" means optional functionality or features of software that may be selected at the time of purchase or later, and for which separate charges are assessed;

"Software Update" means software for which the Manufacturer has provided fixes or minor revisions to correct errors or defects in the existing operation of the software in accordance with the published product specifications, and which is limited to those updates that the Manufacturer generally provides to its customers at no charge. Software Updates do not include Software Upgrades or Software Options;

"Software Upgrade" means new releases of the software which contains enhancements improving the functionality or capabilities of the software, which Manufacturer may make available to its customers. Software Upgrades do not include Software Options; and

2. Services Description

The Services purchased by Buyer are detailed in the Managed Services Description.

3. Services Orders

Following Seller's order confirmation, Buyer agrees to provide a contact name, email address, and telephone number for the Services. Additionally, upon Seller request and where necessary for the fulfillment of Services, Buyer agrees to provide a network diagram and other technical or operational information.

Any changes to the Services during the Services term will be documented by a change order and must be mutually executed by Buyer and Seller.

4. Services Term

The Services shall commence upon installation project completion or, for Stand-alone Services, upon Seller's confirmation of Buyer's order, and shall continue for the term specified in the Proposal, unless earlier terminated. Installation projects containing multiple phases or being performed over extended periods may include multiple completion milestones / service commencement dates where Services commencement and related billing will be specified in the Proposal. The Services shall expire at the conclusion of the term specified in the Proposal, unless earlier terminated. Notwithstanding anything to the contrary in the Terms and Conditions, Seller reserves the right to postpone commencement of the Services,

upon written notice to Buyer, in the event of any delays that prevent Seller from commencing the Services on the original commencement date. In such case, Seller will provide a new Services commencement date and the term of the Services will commence as of that date and continue for the term specified in the Proposal, notwithstanding any specific dates contained in the Agreement or any other purchase documents. Invoicing and payment will be adjusted to align with the new commencement date of the Services.

Buyer acknowledges: (1) Seller cannot fulfill Services until acceptable network connectivity has been established; and (2) where Seller is unable to fulfill Service due to Buyer's delay in network connectivity or completion of customer responsibilities for a period exceeding ninety (90) days, the Services, including applicable billing and Service Installation activities, will commence during the Service Term as network connectivity and completion of Buyer responsibilities is satisfied. Acceptable forms of network connectivity are defined in the Managed Services Description.

5. Services Availability

Help Desk remote support is available on a 24x7 basis.

6. Third Party Services

Seller may make third party services available to Buyer. Seller offers no guarantees and assumes no responsibility or liability of any kind with respect to third party services.

7. Software Updates, Upgrades, and Options

Unless otherwise agreed to, Software Updates, Upgrades, and Options are the responsibility of the Buyer.

In the event the Buyer has elected to have the Seller provision these services on its behalf, the Help Desk will assist with the provision of Software Updates, Upgrades, or Options when necessary to resolve a reported issue and when made available by the Buyer or Manufacturer. Depending on Services elected, additional charges may apply for proactive management of Software Updates, Upgrades, or Options and when specialist or onsite support of these activities is requested or required. Seller will not be liable for any issues, damages or disruption arising from a Software Update, Upgrade, or Option released by a third party.

8. Service Level Agreement

Help Desk response: Seller's Help Desk will provide an average speed of answer of sixty (60) seconds for support calls and will respond to new service requests made via email or web portal to its Help Desk within four (4) hours with case assignment notification.

Seller's management of actionable proactive alerts will be aligned to the service level defined in the Managed Services Description.

9. Services Exclusions

Unless otherwise specified in the Managed Services Description, Services do not cover any of the following: (i) hardware repair or replacement; (ii) furnishing supplies or accessories including consumables such as projection lamps, bulbs, filters, fuses, batteries and the labor to replace these items; (iii) relocation services, or the addition or removal of items from or to other devices not furnished by Seller; (iv) Services in connection with computer viruses or conflicts involving software that is not installed or introduced by Seller including coverage for Buyer-furnished product unless specifically listed as covered product.

10. Charges and Payment Terms

Unless otherwise specified in the Proposal, payment terms are net 30 days from Buyer's receipt of invoice. Stand-alone Services will be billed upon Seller's confirmation of Buyer's order. Any services provided that are not included in the Services will be billable as incurred.

11. Termination

In the event of Buyer's early termination for cause, a pro-rated refund will be issued to the Buyer for the unused term of Services, except Buyer shall remain liable for (i) all non-refundable third-party fees incurred by Seller for prepaid expenses and (ii) all services performed during Services term. Services may not be terminated for convenience.

Seller reserves the right to terminate or modify available Services at any time in its sole discretion; provided, however, that any such termination or modifications will not affect any Services already ordered by Buyer and confirmed by Seller prior to such termination or modifications except as mutually agreed by both Parties.

12. Buyer Obligations

(a) Buyer shall provide Seller with all information, cooperation and access that Seller reasonably requests.

(b) If applicable, Buyer shall provide Seller personnel with timely access to service location.

(c) Seller strongly recommends that Buyer install and use a current, reputable anti-virus program in connection with any PC-based, open-architecture product, and that Buyer regularly updates and runs such anti-virus program, especially in connection with the emergence of any new viruses.

(d) Buyer is solely responsible for backing up its data. Seller will not under any circumstances have a duty to back up Buyer's data or to restore data that is lost in the course of Seller's provision of Services, or otherwise. Seller will not be liable for the loss of Buyer's data, whatever the reason for the loss, including without limitation as a result of Seller's negligence. The preceding limitation applies to any cause of action, whether based in contract, tort, or any other theory.

13. Solicitation

At no time during the term of the Services or for one (1) year thereafter, will Buyer directly or indirectly offer employment to any Seller employees who performs Services on behalf of Seller without Seller's express prior written consent. In the event that Buyer is in breach of this provision, Seller shall have the right to invoice Buyer, and Buyer agrees to pay, a sum equal to twelve (12) months' salary in respect of the hired individual. The foregoing restrictions shall not apply to solicitation through any general recruitment advertisement in the normal course of business, without specifically targeting or approaching the other Seller's employees.

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Exhibit 1 to Addendum

AVI-SPL SYMPHONY - END USER LICENSE AGREEMENT

IMPORTANT: READ CAREFULLY: BUYER'S USE OF AND ACCESS TO THE SOFTWARE AND ASSOCIATED SERVICES OF SELLER IS CONDITIONED UPON BUYER'S COMPLIANCE AND ACCEPTANCE OF THESE TERMS. THIS IS THE LICENSE AGREEMENT AND NOT AN AGREEMENT OF SALE.

This AVI-SPL Symphony End User License Agreement ("EULA") is entered into by and between the entity party to the Purchase Document to which this EULA relates ("Buyer") and AVI-SPL, Inc. or its Affiliates ("Seller") and is made as of the effective date of the applicable Purchase Document. Buyer and the Seller may be referred to in the singular as a "Party" or in the plural as the "Parties."

1. Definitions

This Exhibit contains defined terms and acronyms. The following definitions shall apply:

"Authorized User" means any individual or other person who is authorized by the entity identified above as Buyer to utilize or otherwise participate in the provision of Services and Software provided by the Seller pursuant to the applicable Purchase Document;

"Documentation" is the user or technical manuals, training materials, specifications or other documentation applicable to the Software provided as part of the Services and made available to Buyer;

"Entitlement" means the license detail; including license metric, duration, and quantity provided in a product ID published on Seller's price list, claim certificate or right to use notification;

"Purchase Document" means the underlying legally binding document or documents entered into by and between Buyer and the Seller pursuant to which this EULA is entered, whether such document is identified as a videoconferencing service agreement, remote managed services agreement, master purchase agreement or other agreement, together with all schedules and exhibits related thereto, and includes any related purchase or other order entered into by the Parties, and regardless of whether such document is on a standard form provided by the Seller or on a form provided by Buyer;

"Services" means any managed and / or cloud collaboration services to be rendered by Seller as further specified in an applicable Purchase Document;

"Software" means Seller's proprietary Symphony management platform and software applications and user interfaces together with any corrections, bug fixes, new features or functions, and any other updates and upgrades thereto added during the Term but specifically excluding therefrom any new versions or releases separately marketed; and

"Term" means the "Term," "Service Term" or other like defined term as set forth in the applicable Purchase Document as such Term may be extended or renewed or terminated early, all as provided in such Purchase Document.

2. Buyer Rights, Responsibilities and Restrictions

General. Notwithstanding any other provision of this EULA, the Seller grants to Buyer only those rights expressly granted to Buyer in this EULA, if Buyer complies with all the terms and conditions hereof, including but not limited to the payment of applicable fees as set forth in the applicable Purchase Document.

Grant of License. Seller hereby grants to Buyer a limited, non-exclusive, revocable, non-transferable, non-sublicensable license to permit Buyer and its Authorized Users to use solely in connection with the Services during the Term the object code version of the Software and the Documentation solely for Buyer's internal business operations and in accordance with the Documentation and Entitlement. Buyer acknowledges and agrees that any breach of the terms and conditions of this EULA by Buyer, any Authorized User, or any other employee, agent, contractor, or conferencing participant of Buyer shall be deemed a breach of this EULA by Buyer and Buyer shall be responsible in all respects for such breach.

Limitations and Restrictions. Buyer shall not, and shall not permit any Authorized User, conferencing participant or anyone who obtains access to the Service directly or indirectly through Buyer or any Authorized User to: (a) download, reproduce, copy, alter, adapt, modify, improve, translate, create derivative works from, reverse engineer, disassemble, decompile or otherwise attempt to reveal the source code, trade secrets or know-how underlying the Software; (b) interfere in any manner with the hosting of the Software; (c) use the Software to benchmark or otherwise obtain or develop performance metrics for the Software or its platform; (d) sublicense, resell, sublease, assign or otherwise transfer any of Buyer's rights under this EULA or otherwise use the Software or Services for the benefit of a third party; (e) delete, remove or attempt to remove, fail to reproduce or modify any patent, copyright, trademark or other proprietary rights notices or labels that appear on or in or are part of the Services, the Documentation or the Software; or (f) use the Software, Documentation or Services to develop a product that is similar to the Software or to operate a service bureau.

Responsibilities. It is Buyer's responsibility to comply with all applicable laws in its use of the Software and Services. Buyer is solely responsible for (a) the operation, performance and security of its own equipment, networks and other computing resources used to connect to the Services, except and only to the extent specifically otherwise provided in the Purchase Document, (b) maintaining the confidentiality of its account information and passwords, and (c) all usage of the Software and the Services by Buyer and its Authorized Users and ensuring that no individuals or entities other than Buyer and its Authorized Users are provided or otherwise gain access to the Software and the Services. Buyer will notify the Seller immediately of any unauthorized use of the Software or the Services or any other breach of security of which Buyer become aware.

3. Ownership of Software and Documentation; License and Ownership of Trademarks

Software and Documentation. Buyer acknowledges and agrees that Seller and / or its suppliers and licensors retain ownership of all intellectual property rights in and to the Software and Documentation, including copies, improvements, enhancements, derivative works and modifications thereof. Buyer shall not take any action to jeopardize, limit or interfere with such ownership of and rights with respect to the Software and the Documentation. Buyer's rights to use the Software and Documentation are limited to those expressly granted by this EULA and except for those rights expressly granted herein, Buyer has no express or implied right, title, license or interest in or to the Software, the Documentation, the Services or any related intellectual property rights.

Trademarks. During the Term, the Seller hereby grants to Buyer a non-exclusive, non-transferable right to use the marks created, adopted and / or registered by the Seller relating to the Software or the Services (hereafter “the Trademarks”), solely in accordance with the terms of this EULA. Buyer may not alter, modify, or change the Trademarks, which are federally registered or pending registration with the U.S. Patent and Trademark Office, and / or the subject of common law rights. Buyer is not obtaining any legal ownership or rights to the Trademarks. Buyer acknowledges the validity of the Seller’s exclusive right, title, interest and ownership (or license to use) in and to the Trademarks and any registrations that have issued or may issue thereon, and will not at any time do or cause to be done any act or thing contesting or in any way impairing or tending to impair any part of such right, title, interest or ownership. Buyer also acknowledges the value of the Seller’s goodwill in the Trademarks and acknowledges that any goodwill generated by Buyer through use of the Trademarks inures solely to the benefit of the Seller. Buyer agrees to use the Trademarks only in the form and manner and with appropriate legends as prescribed from time to time by the Seller and not to use the Trademarks in combination with any other trademarks or service marks without the prior written approval of the Seller.

4. Limited Warranty and Disclaimer

Seller warrants to Buyer during the Term that the Services and Software will comply with the material functionality described in the Documentation and that such functionality will be maintained in all material respects in subsequent upgrades to the Services and Software. This warranty does not apply if the Software or any other equipment upon which the Software is authorized to be used: (a) has been altered, except by Seller or its authorized representative, (b) has not been installed, accessed, used, operated, repaired, or maintained in accordance with instructions supplied by Seller, or (c) has not been provided by Seller. Seller will use commercially reasonable efforts to deliver to Buyer Software free from any viruses, programs, or programming devices designed to modify, delete, damage or disable the Software or Buyer’s data. Buyer’s sole and exclusive remedy for Seller’s breach of this warranty shall be that Seller shall use commercially reasonable efforts to correct such errors or modify the Services or Software to achieve the material functionality described in the Documentation within a reasonable period. However, Seller shall have no obligation with respect to this warranty claim unless notified of such claim within (30) days of the first material functionality problem. EXCEPT AS OTHERWISE STATED HEREIN, SELLER DOES NOT REPRESENT THAT BUYER’S USE OF THE SOFTWARE OR SERVICES WILL BE SECURE, TIMELY, UNINTERRUPTED OR ERROR FREE OR THAT THE SYSTEM THAT MAKES THE SERVICES AVAILABLE WILL BE FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS OR THAT ANY ERRORS WILL BE CORRECTED OR ANY STORED BUYER DATA WILL BE ACCURATE OR RELIABLE. THE WARRANTIES STATED ABOVE ARE THE SOLE AND EXCLUSIVE WARRANTIES OFFERED BY SELLER. THERE ARE NO OTHER WARRANTIES OR CONDITIONS, EXPRESS, IMPLIED OR STATUTORY, INCLUDING WITHOUT LIMITATION, THOSE OF TITLE, MERCHANTABILITY, NONINFRINGEMENT OR FITNESS FOR A PARTICULAR PURPOSE AND ANY WARRANTIES ARISING OUT OF COURSE OF DEALING, OR USAGE OR TRADE. THERE IS NO WARRANTY THAT THE SOFTWARE WILL OPERATE IN THE COMBINATIONS THAT YOU MAY SELECT FOR USE. NO ADVICE OR INFORMATION, WHETHER ORAL OR WRITTEN, OBTAINED FROM THE SELLER OR ELSEWHERE WILL CREATE ANY WARRANTY NOT EXPRESSLY STATED IN THIS AGREEMENT. THE ENTIRE RISK AS TO THE QUALITY OR ARISING OUT OF THE USE OR PERFORMANCE OF THE SOFTWARE REMAINS WITH BUYER. EXCEPT AS STATED ABOVE, THE SOFTWARE IS MADE AVAILABLE AND THE SERVICES ARE PROVIDED TO BUYER ON AN “AS IS” AND “AS AVAILABLE” BASIS AND ARE FOR COMMERCIAL USE ONLY. EACH PARTY ACKNOWLEDGES THAT IT HAS NOT ENTERED INTO THIS EULA IN RELIANCE UPON ANY WARRANTY OR REPRESENTATION EXCEPT THOSE SPECIFICALLY SET FORTH HEREIN.

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5. Limitations and Exclusions of Liability.

IN NO EVENT WILL SELLER OR ITS LICENSORS BE LIABLE FOR THE FOLLOWING, REGARDLESS OF THE THEORY OF LIABILITY OR WHETHER ARISING OUT OF THE USE OR INABILITY TO USE THE SOFTWARE OR SERVICES OR OTHERWISE, EVEN IF SELLER OR ITS LICENSORS HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES: (A) INDIRECT, INCIDENTAL, PUNITIVE, EXEMPLARY, SPECIAL OR CONSEQUENTIAL DAMAGES; (B) LOSS OR CORRUPTION OF DATA OR INTERRUPTED OR LOSS OF BUSINESS OR FOR THE COST OF PROCURING SUBSTITUTE PRODUCTS OR SERVICES ARISING OUT OF OR IN CONNECTION WITH THIS EULA OR THE USE OR PERFORMANCE OF THE SOFTWARE; OR (C) LOSS OF REVENUE, PROFITS, GOODWILL OR ANTICIPATED SALES OR SAVINGS. ALL LIABILITY OF SELLER, ITS AFFILIATES, OFFICERS, DIRECTORS, EMPLOYEES, AGENTS, SUPPLIERS AND LICENSORS COLLECTIVELY, TO BUYER, ANY AUTHORIZED USER OR ANYONE CLAIMING THROUGH ANY OF THEM, WHETHER BASED IN WARRANTY, CONTRACT, TORT (INCLUDING NEGLIGENCE), OR OTHERWISE, SHALL NOT EXCEED THE LICENSE FEES PAID BY BUYER TO ANY APPROVED SOURCE FOR THE SERVICES THAT GAVE RISE TO THE CLAIM. THIS LIMITATION OF LIABILITY IS CUMULATIVE AND NOT PER INCIDENT. THE LIMITATION OF LIABILITY SHALL APPLY NOTWITHSTANDING THE FAILURE OF ESSENTIAL PURPOSE OF ANY LIMITED REMEDY HEREIN. THE SELLER ALSO SPECIFICALLY DISCLAIMS DIRECT DAMAGES. NOTHING IN THIS EULA LIMITS OR EXCLUDES ANY LIABILITY THAT CANNOT BE LIMITED OR EXCLUDED UNDER APPLICABLE LAW.

6. Termination, Effect of Termination and Survival

Termination. Without prejudice to any other rights available to the Seller, AVI-SPL shall be entitled to immediately terminate this EULA if Buyer is in breach of any of the terms or conditions hereof which has not been remedied within ten (10) days of written notice from the Seller to Buyer.

Effect of Termination. Upon any termination hereunder, including but not limited to expiration of the Term (“Termination”), Buyer shall immediately cease use of the Software and Documentation, and shall irretrievably delete and / or remove such items from computer terminals, workstations, and data files. Within thirty (30) days after any Termination, Buyer either shall deliver to the Seller at Buyer’s expense (adequately packaged and insured for safe delivery) or, at the Seller’s request, shall destroy, all tangible copies of the Software and Documentation in every form. Buyer further agrees to erase the Software and Documentation from any storage media. An officer of Buyer’s organization with the express authority to make such representation shall certify in writing to the Seller that it has performed the foregoing within such thirty (30) day period. Any and all rights granted to Buyer regarding the use of the Trademarks shall terminate upon the effective date of the Termination of this EULA.

Survival. The sections or subsections of this EULA entitled, “Buyer Rights, Responsibilities and Restrictions,” “Ownership of Software and Documentation; License and Ownership of Trademarks,” “Limited Warranty and Disclaimer,” “Limitations and Exclusions of Liability,” “Termination, Effect of Termination and Survival,” “Governing Law, Jurisdiction and Venue,” and “Severability, Integration and Miscellaneous” shall survive Termination of this EULA.

8. Governing Law, Jurisdiction and Venue If Buyer acquired the Software in a country or territory listed below, as determined by reference to the address on the Purchase Document that the Approved Source accepted, the table set forth below identifies the law that governs the EULA, without regard to any conflicts of laws provisions, and the specific courts that have exclusive jurisdiction over any claim arising under this EULA.

Country or Territory	Governing Law	Jurisdiction and Venue
United States, Latin America or the Caribbean	State of Florida, United States of America	Federal District Court, Middle District of Florida (Tampa division) or Thirteenth Judicial Circuit Court of Florida, Florida
Canada	Province of Ontario, Canada	Courts of the Province of Ontario, Canada
Europe, Middle East, Africa, Asia or Oceania	Laws of England	English Courts
All other countries or territories	State of Florida	Federal District Court, Middle District of Florida (Tampa division) or Thirteenth Judicial Circuit Court of Florida, Florida

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