

# Addendum to General Terms and Conditions – ReadyCam® Studio

The following terms supplement and modify the General Terms and Conditions as they apply to Seller's design, installation, and sale of ReadyCam® equipment and technology for ReadyCam® compact television studios located on Buyer's site(s) operated remotely by Seller ("ReadyCam® Studios") and delivery of transmission and maintenance services related thereto.

#### 1. Project Managers; Pre-Installation Conference Call; Site Survey; Change Orders.

- 1.1. Seller Project Manager; Buyer Project Manager. If a Site Survey has not already been completed and signed, within five (5) business days of execution of this Agreement, Seller will provide Buyer with the contact information for Seller's ReadyCam® Project Manager who will serve as the single point of contact between Seller and Buyer during the entire installation process. Prior to the Conference Call described in Section 1.2, below, Buyer will provide Seller with the contact information of Buyer's Project Manager who will serve as the single point of contact between Seller and Buyer and act as project manager on Buyer's behalf during the entire installation process.
- 1.2. <u>Conference Call</u>. If a Site Survey has not already been completed and signed, within ten (10) business days of execution of this Agreement, Seller and Buyer personnel (including the Seller Project Manager and the Buyer Project Manager) will participate in a Pre-Installation Conference Call (the "Conference Call"), the purpose of which will be (i) to discuss and assess the general location of the ReadyCam® equipment within the Buyer's ReadyCam® Studio(s); (ii) agree upon the timing the Site Survey; and (iii) determine if Buyer personnel need to provide additional measurements and pictures of the location where the ReadyCam® equipment is to be installed.
- 1.3. Site Survey(s). If a Site Survey has not already been completed and signed, following the Conference Call, Seller shall prepare the Site Survey, including visits by the Site Survey team to the Site, if applicable, which will include (i) the configuration, design and the precise location of ReadyCam® equipment and transmission equipment at the Site; (ii) if any variations will be needed to the standard ReadyCam® Site Preparation Requirements set forth in Schedule A; and (iii) in general other matters to ensure that the Site will be fully prepared to accept the installation of the ReadyCam® equipment (the "Site Survey"). The ReadyCam® Site Survey team may consist of (i) a Seller ReadyCam® Project Manager; (ii) a Seller Engineering Technician or both. Buyer agrees to provide Seller's Site Survey team reasonable access to the Site to conduct and complete the Site Survey, and to make necessary drawings and photographs of the Site.
- 1.4. Change Orders. Based on the Site Survey, (i) the ReadyCam® equipment listed on the Proposal and (ii) the "ReadyCam® Site Preparation Requirements" (Schedule A) may require revisions. Any changes, additions or revisions of equipment or site preparation as a result of the Site Survey will be set forth in writing in a change order form approved and signed by the Buyer and Seller. The change orders will become an attachment to and part of this Agreement. Pricing for the additional items in change orders will be invoiced and paid for pursuant to Section 7.1(b).

# 2. <u>Site Preparation Requirements – Schedule A</u>

- 2.1. <u>Site Preparation by Buyer</u>. Prior to the installation, Buyer, at its cost and expense, shall have the Site prepared in accordance with <u>Schedule A</u> (and if applicable, any change orders), including without limitation all the construction, electrical wiring, telephone and Internet and any video connections required for the installation.
- 2.2. <u>Signed Schedule B</u>. At least 21 days prior to the proposed installation date, Buyer will deliver to Seller a signed copy of a <u>Schedule A</u> (and any change orders, if applicable) signifying that the Site is fully prepared by Buyer for the installation of the ReadyCam® Studio.
- 2.3. <u>Late Site Preparation</u>. If the signed <u>Schedule B</u> (and change order, if applicable) is not timely delivered by Buyer, Seller may change the proposed installation date and install the ReadyCam® equipment as Seller's schedule permits after the signed <u>Schedule A</u> (and, if applicable, change order) is received by Seller from the Buyer.
- 2.4. <u>Incomplete Site Preparation</u>. If the Site is not completely prepared by Buyer at the time of installation as described in <u>Schedule A</u> (and change order, if applicable), any additional labor, travel or other expenses incurred by Seller shall be invoiced to Buyer by Seller and paid for by Buyer pursuant to Section 7.2 and Section 7.3.

# 3. <u>Installation</u>

- 3.1. <u>Installation Date</u>. Seller will assign an installation date within eight (8) to ten (10) weeks of the date of the completion of the Site Survey and begin installation of the ReadyCam® Studio on such date. Seller's obligation to begin installation is contingent upon:
  - (a) This Agreement being fully executed and Seller's receipt of Buyer's validly issued purchase order if Buyer requires issuance of a purchase order in order to process payment;
  - (b) The Site Survey has been completed;
  - (c) Seller's timely receipt of payments from Buyer pursuant to Section 7 below;
  - (d) Timely Site preparation by Buyer as described in Section 2 above; and
  - (e) Seller's receipt of equipment from manufacturers.
- 3.2. Expedited Installation. If Buyer requires an expedited installation in less than eight (8) weeks, Seller will make commercially reasonable efforts to accommodate the Buyer, and the expedited installation fees in Section 7.4 shall apply.
- 3.3. Installation. Installations typically take two to three days and Buyer agrees to provide Seller's Installation Team (which may consist of (i) a ReadyCam® Installation Manager; and (ii) a Seller Engineering Technician) reasonable access to the Site for cable runs and installation of transmission equipment. Buyer agrees to have suitable and sufficient personnel, such as electricians, IT networking technicians, and building maintenance managers, available to Seller during the Site Survey and installation. The installation of the ReadyCam® equipment shall be complete upon the successful execution of the Acceptance Testing Procedures listed on Schedule B hereto and at the end of the installation Buyer agrees to sign and deliver to Seller a signed Schedule B immediately upon such successful execution of the Acceptance Testing Procedures (the "Final Acceptance"). Buyer's failure to sign Schedule B immediately following the installation without detailing in writing which Acceptance Testing Procedures were not successfully executed shall also be deemed final acceptance.
- 3.4. <u>Union Labor Expenses</u>. In the event that as a result of Buyer's leasehold or other requirements, Seller is required to hire union labor, Buyer shall notify in writing Seller of such requirements at least 10 days prior to installation and Buyer agrees to be responsible for all additional expenses related to thereto, whether such expenses are identified in advance or not.
- 4. <u>Initial Training & Additional Training</u>. At the time of completion of the installation, Seller will provide initial training of Buyer's staff for the correct on-site utilization of the ReadyCam® Studio. Such training shall not be more than two (2) hours in duration. Additional training services are available upon request and are subject to additional training fees as set forth in the Proposal.
- 5. Operation for Network Live Shots. Seller only shall operate the ReadyCam® Studio for all network live shots such as when TV Networks and stations will request services from a Buyer ReadyCam® Studio. In many of those cases, the requesting third party will pay the operation and transmission fees for the ReadyCam® Studio to Seller.

## 6. <u>Transmission Services.</u>

Upon Buyer's reasonable request Seller will provide the Transmission Services set forth in <u>Schedule C</u> hereto for Buyer's ReadyCam® system (the "Transmission Services").

# 7. Costs and Fees.

7.1. ReadyCam® Price including selected options. The price of the ReadyCam® design, Site Survey, ReadyCam® equipment, additional options as selected by the Buyer, installation and initial training (hereinafter, the "ReadyCam® Price") (excluding sales tax, if applicable, and assuming no change orders) is set forth in the Proposal.

Payment terms for the ReadyCam® Price are as follows:

(a) Client agrees to pay 50% of the ReadyCam® Price as set forth in the Proposal, less travel and annual maintenance upon Buyer's execution and delivery of this Agreement and Seller's receipt of Buyer's validly issued purchase order if Buyer requires issuance of a purchase order in order to process payment. Upon receipt of the executed Agreement and this deposit, Seller will order the ReadyCam® equipment and schedule the Installation.

- (b) Client agrees to pay 50% of the ReadyCam® Price as set forth in the Proposal, plus travel and annual maintenance plus any additional charges relating to any change orders, if any, plus any additional union labor costs, if any, upon Final Acceptance by Buyer of Seller's completion of the installation of the ReadyCam® Studio.
- 7.2. Shipping Costs and Taxes. Buyer is responsible for payment of all shipping costs and applicable sales or other taxes.
- 7.3. <u>Travel Expenses.</u> Buyer agrees to reimburse Seller for actual travel expenses plus a ten percent (10%) administrative fee in connection with travel expenses of the Seller personnel for the Site Survey, Installation and Additional Training, if any. Mileage and per diem are exempt from the ten percent (10%) administrative fee. Travel Expenses are determined as follows:
  - (a) \$.54 per mile for auto travel
  - (b) Coach class airfare/Train/Ferry
  - (c) Taxicabs or rental car
  - (d) Lodging
  - (e) Meals per diem \$75.00 per day/per person
  - (f) Miscellaneous Excess baggage, tips, gas, tolls, etc.
  - (g) Shipping Tool kits with insurance

Seller reserves the right to increase the travel expenses rates after the one year anniversary of the execution of this Agreement.

- 7.4. Rates for Expedited Installation. For installations required in less than eight (8) weeks from the execution of this Agreement: (i) An expediting fee ranging between 5% and 10% of the total ReadyCam® Price as set forth in the Proposal will be assessed contingent upon date requested and availability of labor and equipment, such fee will be inclusive of labor and administrative costs required to meet Buyer deadlines and (ii) Buyer will be responsible for any express or overnight shipping that Seller incurs to receive equipment from suppliers sooner than for the standard ReadyCam® Studio installation.
- 7.5. <u>Invoices & Payment Terms for non "ReadyCam Price" expenses</u>. Seller shall invoice Buyer for shipping costs and taxes, travel expenses, expedited installation and Rentals described in Sections 7.2, 7.3 and 7.4 above and 9.2 and 9.3 in one or more invoices, within sixty (60) days of the completion of the installation or other work and payment is due within thirty (30) days after Buyer's receipt of such invoice.
- 7.6. Optional Maintenance Services. If provided in the Proposal, Seller shall provide the services as set forth on Schedule D hereto for Buyer's ReadyCam® Studio located at the Site (the "Maintenance Services").
- 7.7. Maintenance Fee. If Maintenance Services are elected by the Buyer, the Maintenance Fees for per each calendar year is set forth on the Proposal. The Maintenance Fee for the first calendar year for each ReadyCam® Studio Order shall be pro-rated on a 365 day basis from the date of the Final Acceptance of the ReadyCam® Studio and is due and payable within thirty (30) days from that date. Unless notice of intent not to renew is given by either party at least thirty (30) days before the end of the then-current term, the Maintenance Fee obligation shall automatically be extended for successive one-year terms upon the same terms and conditions as the Initial Term, unless otherwise amended upon mutual agreement by the parties. Seller shall invoice Buyer annually prior to the start of each calendar year for the Maintenance Fee and payment is due within thirty (30) days after Buyer's receipt of such invoice.

## 8. <u>Termination Without Cause.</u>

Buyer may terminate the ReadyCam® services and equipment provided hereunder without cause prior to the scheduled installation date by informing Seller of such termination in writing at least ten (10) days prior to the scheduled installation date. Upon such termination, Seller shall return the payments previously paid by Buyer less an amount equal to the sum of (i) five-thousand dollars (\$5,000.00), (ii) already incurred travel expenses, and (iii) if any equipment has shipped prior to receipt of Buyer's written termination notice, all applicable shipping expenses, including shipping expenses to return the equipment to Seller.

9. <u>Limited Warranties; Services Outside Warranty</u>

- 9.1. Limited Warranties; Other Limitations. For a period of one year after Final Acceptance of the ReadyCam® equipment (the "Warranty Period"), Seller will replace at no cost to Buyer, any part or ReadyCam® equipment that is or becomes defective. If Seller is required to travel for such a warranty repair, Seller will pay all time, travel and shipping costs. Defective ReadyCam® equipment does not include any ReadyCam® equipment damage caused by shipping, improper storage, accident, problems with electrical power, abuse, misuse, neglect, ordinary wear, acts of God, failure to follow directions, improper maintenance performed by non-Seller personnel, use not in accordance with product instructions, unauthorized modification or service of the ReadyCam® equipment or damage resulting from the use of the ReadyCam® equipment with hardware, software or other products not provided by or specifically recommended by Seller.
- 9.2. Services Outside Warranty. For repairs and the replacement of ReadyCam\* equipment not covered by Seller's limited warranties under Section 9.1 of this Agreement or for additional work requested by Buyer or for additional training, Seller will provide Buyer with a written price quotation for the costs of said repairs, replacements or additional work at a labor rate of one hundred twenty five dollars (\$125.00) per hour (the "Labor Rate") plus expenses, including but not limited to shipping, travel and replacement equipment. Upon Seller's receipt of Buyer's written approval of the price quotation, Seller will promptly begin to take steps to repair or replace the Equipment or perform such other work. Invoices and payment terms for such repairs, replacement or work will be as set forth in Section 7.5. Seller reserves the right to increase the Labor Rate after the one-year anniversary of this Agreement.
- 9.3. Rentals. For post-warranty and out of Warranty Repairs and replacements, which have been approved by Buyer but cannot be performed by Seller within fifteen (15) days of such Buyer approval due to equipment unavailability or other reasons, Seller will offer Buyer comparable equipment for rental ("Rentals") to the extent available until said repairs and replacements can be completed. Seller will provide written price quotations of the cost for said Rentals. Upon Seller's receipt of Buyer's written approval, Seller will deliver and install said rental equipment within ten (10) business days pending the availability of the equipment. The Labor Rate and travel expenses and payment terms as defined in Section 9.2 and 7.3 will be in effect for rental equipment installation.
- 10. Intellectual Property. Seller's processes and procedures for installing and operating ReadyCam® Studios and the software embedded in the ReadyCam® equipment, including Video Enhanced IP software (collectively, the "ReadyCam® Software"), are confidential proprietary intellectual property solely owned by Seller or its affiliates. Buyer acknowledges and agrees that all rights to the trademarks "ReadyCam®" and "EnhancedIP™" and all rights to the design, development, operations, ReadyCam® Software and logo of the ReadyCam® Studio and Seller remain property of Seller or its affiliates; provided, however, portions of the ReadyCam® Software contain open source software, including Linux, licensed under GNU Public Licenses and GNU Lesser General Public Licenses and other open source licenses, and neither Seller nor its affiliates own such open source software. Copies of the GNU underlying licenses are available at <a href="http://www.videolinktv.com/2016-copyright/">http://www.videolinktv.com/2016-copyright/</a>. Without limiting the generality of the foregoing, Buyer will not, and will cause its employees, agents or other persons or entities to whom it makes the ReadyCam® Studio equipment available not to: (a) de-compile or reverse engineer the ReadyCam Software; (b) modify, publish, transmit, license, sublicense, transfer, sell, distribute, reproduce, create derivative or collective works from, or in any way otherwise exploit the ReadyCam® Software or make the ReadyCam® Software available, in whole or in part; (c) remove from the ReadyCam® Software any copyright notices, disclaimers or other indicia of ownership or restrictions on use; (d) remove, modify or edit the substance of any information within the ReadyCam® Software; or (e) make any copy of the ReadyCam® Software. Buyer hereby acknowledges that unauthorized disclosure or use of intellectual property owned by Seller or its affiliates could cause irreparable harm and significant injury to Seller, which may be difficult to ascertain. Accordingly, Buyer agrees

The equipment is the property of the Buyer.

11. <u>Miscellaneous.</u> Any schedules referenced herein and attached hereto shall be deemed part of this addendum. Terms not otherwise defined in this addendum shall have the meaning defined in the General Terms and Conditions. Except as expressly set forth herein, all terms and conditions of the General Terms and Conditions are incorporated into this addendum and are hereby ratified and confirmed. In the event of any conflict between the express terms of this addendum and the General Terms and Conditions, this addendum will control.

## SCHEDULE A - For ReadyCam® IP Transmission

# ReadyCam® Site Preparation Requirements

#### Revised 11/16/2016

Prior to the installation, at Buyer's expense, Buyer must provide the following requirements to accept the installation of the ReadyCam®. **All requirements are imperative to the operation of the system:** 

- Suitable space to accommodate the Equipment rack, in close proximity to the location of the camera.
- Installation of two (2) dedicated telephone lines as follows:
  - a. One (1) analog POTS lines for ReadyCam® equipment operation; must have Call Supervision Disconnect feature.
  - b. One (1) phone extension (may be analog or digital) with a telephone handset and long distance dialing capability.
  - c. All phone lines should have dial-in capabilities.
- Installation of one (1) 120V 20amp circuit terminated in a quad outlet installed within two feet of where the ReadyCam® equipment rack will be located.
- Installation of dedicated electrical wiring terminated in quad or duplex outlets as specified in the Site Survey report, which shall be flush-mounted, face down in the ceiling in close proximity to the location of the lighting fixtures. If the customer chooses to use the provided On Air light this also needs to be connected to this same wiring. The other end of these wires will terminate in a recessed male plug in the wall at the equipment rack location. This is a NEMA (5-15), two power blades plus one ground blade (two pole, three wire, 120V, 15A). An example is the Midlite "Décor Recessed Power Inlet" P/N 4642-W. This wiring will have power provided to it by a controller in the ReadyCam® equipment rack.
- Installation of 3/8" threaded rods and unistrut for up to six (6) ceiling studio lighting fixtures. Location and quantity as specified during the Site Survey.
- The ReadyCam® system is controlled remotely and transmitted via Internet Protocol (IP). All systems require 20Mbps of upload bandwidth and a static (unchanging) address which allows Seller to remotely power up, operate, monitor and transmit the ReadyCam® during live shots or testing. This connectivity is solely for the use of the ReadyCam®. A 100Base-T Full-Duplex Ethernet connection is required, preferably with Auto-MDIX and auto-negotiation enabled and terminating in an RJ45 jack at the ReadyCam® rack location. A path MTU greater than 1420 is required for all outbound traffic. Using this static address, Seller creates a secure and reliable VPN between the ReadyCam® and the Seller Operations Centers located in Boston, Newton, Philadelphia, Baltimore. For more information contact: Mark Pantridge at 617-340-4195 or mark.pantridge@videolink.tv.

Due to the live nature of the video transmission system, it is imperative that the outbound bandwidth be as pure as possible. There are two options available to provide this connectivity:

## Option One: Connect the ReadyCam® system through an existing corporate LAN

If your existing corporate LAN and gateway can spare the bandwidth (must be guaranteed available 24/7), it is possible to utilize a dedicated static IP address on your current gateway for the ReadyCam® to access the internet. The ReadyCam® system:

- Requires many ports and protocols to operate and consists of a hardened Cisco router and Linux computer
- It is best for the ReadyCam® to be patched directly to the gateway, placed in a DMZ, or statically NAT'd to an outside address
- It is designed to be opened to the public internet. The key is to keep the ReadyCam® away from firewalls wherever possible, due to the plurality of ports, protocols and destinations of traffic, as well as the possible delays introduced by stateful inspection firewalls.
  - We understand the network security implications of requesting an un-firewalled connection to the internet whilst residing on the same LAN as your corporate network and, while we're confident in the ReadyCam®'s security, we are happy to and would even prefer to be logically segmented from the rest of your corporate network through the use of a VLAN if you so desire.
  - o The ReadyCam® system is capable of 802.1Q tagging its traffic to aid in the deployment of a VLAN on your network.

• On large or busy corporate networks, the traffic from the ReadyCam® should, wherever possible, be prioritized over other LAN traffic, both internally and to the gateway, through the use of QOS. This ensures that there will be minimal packet loss within your network.

#### Option Two: Connect the ReadyCam® through a dedicated internet service provider

If your existing corporate LAN or gateway cannot spare the necessary bandwidth, or if a DMZ is not available, it is usually possible to order a dedicated internet connection with a static IP address for use solely by the ReadyCam®.

- The availability of this option is dictated by the availability of an adequate service at your location.
- While most business-class best-effort connections can be used, fiber-optic services like Verizon's FiOS are preferred over coax-based "cable" internet services. As the term "best-effort" suggests, these internet services do not come with an SLA, or guaranteed level of service, to ensure the performance of the connection. While these services usually provide an adequate connection, this type of service requires a longer test period, as we want to be sure the necessary connectivity is provided.
- If a best-effort line of adequate bandwidth isn't available at your location, or if one is installed but fails to provide adequate connectivity, it is usually possible to order an SLA-backed, dedicated ethernet-grade internet connection for use by the ReadyCam®. These connections, while extremely robust, are usually significantly more expensive than a best-effort connection.

**If none of the above options are available** then your account executive can present alternative transmission options, including dedicated 270Mbps or 1.485Gbps lines, or satellite transmission. These options require additional hardware and connectivity costs.

#### IF PURCHASING AN ELECTRONIC BACKDROP OPTION, PLEASE ADD:

- Installation of one (1) 120V (15amp) duplex outlet for the backdrop television, location to be determined at the site survey.
- Installation of IR cables from the ReadyCam rack location to the backdrop TV location, as determined at the site survey. Cables will be provided to electrician by Seller.

#### ReadyCam® Studio Site Preparation Requirements Certification

By signature below, Buyer is confirming that the Site is prepared for the ReadyCam\* Studio installation per specification above. Should AVI-SPL arrive at Site for scheduled installation and Site is not correctly prepared, Buyer is responsible for any additional or supplemental labor and travel expenses associated with this delay.

Buyer Name:	
Signature	Date
Name (Printed)	
Title	
Received at AVI-SPL by:	
Signature	Date

# **SCHEDULE B**

# **Acceptance Testing Procedures**

The following are the test procedures, which shall be executed by the ReadyCam® Studio Installation Team. Once the procedures and operations defined herein are successfully completed, the ReadyCam® Studio shall be deemed completely operational as described below.

	Complete standard ReadyCam® Equipment operational test with a Seller control center. This includes testing of proper operation of all components for the standard ReadyCam®, including camera, pan/tilt, audio and lighting
	Test site-specific custom remote control components, including power control, and camera control with a Seller control center.
	Test site-specific transmission path through verification with a Seller control center.
	On-site training for up to two (2) hours.
By signa	ture below Buyer is confirming that Seller has satisfied the Acceptance Testing Procedures for the following Site.
Buyer Na	ame
Signatur	e Date
Name (P	Printed)
Title	
If Ready	Cam <sup>®</sup> Studio does not pass the on-site Acceptance Test Procedures, Seller will promptly correct any such deficiencies.

### **SCHEDULE C**

## **Operation and Transmission Services Rates**

- 1. In many situations, third parties such as TV Networks and stations will request services from a customer ReadyCam® Studio. In many of those cases, the requesting third party will pay the operation and transmission fees for the ReadyCam® Studio to Seller.
- 2. When Buyer wishes to use the ReadyCam® Studio for their own purposes (Training, Corporate Communications, Webcasting/streaming), Seller will remotely manage the operations and transmission of the video captured via Buyer's ReadyCam® Equipment. Buyer agrees that for Seller to provide such Operations and Transmission Services, Seller will be paid by either the Buyer or a third party designated by the Buyer at Seller's then-published rates, or at the rates specified herein. Payment for these services shall be made according to Seller's Credit Policy.
- 3. Seller shall charge the following ReadyCam® Live-Shot Management Rates: \$350 per ½-hour.
  - (a) Price above only includes the operation of ReadyCam® Equipment.
  - (b) Price does not include items listed below. At Buyer's request, Seller is happy to provide price quotes for these services.
    - 1. Long-distance fiber services, and local loop to Seller
    - 2. Satellite space segment
    - Satellite downlink(s)
    - 4. Required switching charges
    - 5. Web distribution
    - 6. Coordination fees
- 4. Seller shall charge the following EnhancedIP™ Transmission Rates: \$100 per hour (invoiced in 30-minute increments). Bulk rates available.

\*Enhanced IP – deemed to be enhanced Internet transmission through the application of hardware and/or software.

With Enhanced IP Maintenance Services Seller will provide five (5) hours of EnhancedIP service per ReadyCam studio, per calendar year as part of the Maintenance Program, which auto-renews each January. A minimum transmission block is 30-minutes. Hours do not roll-over from year-to-year. The EnhancedIP service hours allotment does not apply to transmissions between Buyer and any broadcast or cable networks. Buyer must book EnhancedIP transmissions using the Seller's online booking system.

Schedule rates are valid for 12 months from the date of this Agreement and thereafter are subject to change to reflect Seller's current rate card.

### **SCHEDULE D**

#### **Maintenance Services**

When Maintenance Services are elected by Buyer, Seller shall provide the following testing and support of the ReadyCam® Studio:

- 1. Daily remote testing of system connectivity.
- 2. Monthly testing of the ReadyCam® Equipment performed remotely from Seller's offices to ensure that equipment is in its proper working condition;
- 3. On-site testing, alignment and cleaning of the ReadyCam® Equipment, as needed.
- 4. During the Warranty Period, replacement of any part of the ReadyCam® Equipment that is or becomes defective as a result of improper installation by Seller or as a result of incorrect or improper use by Seller, or Support or Maintenance Services provided by Seller under this Agreement. Parts, labor, and shipping for replacement of equipment damaged or lost by Buyer is billable to Buyer.
- 5. Seller will inform Buyer promptly of any parts of the ReadyCam® Equipment that it discovers during the monthly testing or any on site testing to be in need of repair that is not covered by warranties under this Agreement.
- 6. Seller will inform Buyer promptly if it discovers any issues with the internet and phone connection during any monthly or on site testing. Buyer is responsible for maintaining a stable IP connection and reliable telephone service. Buyer must notify Seller of any changes (ex. Firewall or IP addresses) in advance. Troubleshooting and testing by Seller as a result of the IP connection and telephone service instability is billable at standard Seller repair service rates at time of occurrence (currently \$125 per hour).