

## Addendum to General Terms and Conditions – Remote Device Support

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The following terms supplement and modify the General Terms and Conditions as they apply to Seller's provision of remote device support services as more particularly described in this Addendum (collectively, the "Services"). 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 help desk as described in this Addendum;

"In-Warranty Hardware" means the covered equipment has an active, Manufacturer or third-party sponsored warranty program that can be exercised by the Buyer or by the Seller on behalf of the Buyer;

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

"Out-of-Warranty Hardware" means the covered equipment does not have an active, Manufacturer or third-party sponsored warranty program that can be exercised by the Buyer or by the Seller on behalf of the Buyer;

### 2. Services Description

The Services purchased by Buyer are detailed in the Remote Device Support Services Description.

"Remote Help Desk" is available Monday through Friday from 8 AM to 5 PM local standard time within the continental United States and provides remote technical support and incident remediation assistance including facilitation of manufacturer warranty and replacement programs.

"Repair/Replacement Facilitation" provides assistance identifying hardware that is repair or replaceable under manufacturer warranty and coordination assistance for the return of defective parts and equipment.

No onsite support services are included with the Services provided under this Addendum. Supplier's Help Desk will provide guidance on the need for onsite technicians and/or specialist support to return the device to service. Where onsite support is required for remediation, the Help Desk will separately offer Supplier services on a Time & Materials basis.

"Customer Portal" is a Seller provided online portal for Buyer incident reporting and case status validation.

"Time & Materials" support provides access to Seller's onsite field services on a non-contracted, usage-billing basis. Time and Materials support is subject to one-time case fees and billed 30 days in arrears based on actual usage. Onsite dispatch and parts orders require a purchase order or credit card prior to delivery.

### 3. Services Orders

Following Seller's order confirmation, Buyer agrees to provide a contact name, contact email address, and telephone number at the service location(s).

Products specifically identified in the proposal will be eligible for Services. If Buyer elects to purchase any additional or optional services or features, additional fee(s) will be invoiced separately with payment terms as specified for such services.

### 4. Services Term

The Services shall commence 10 calendar days upon confirmation of Buyer's order

and shall continue for the term specified in the Proposal, unless earlier terminated. 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.

### 5. Services Availability

Help Desk remote support is available Monday through Friday from 8 AM to 5 PM local standard time within the continental United States.

Unless otherwise noted in the Remote Device Support Services Description, the Seller's field service technicians are available Monday through Friday from 8 AM to 5 PM local standard time, excluding legal holidays. Holidays vary by region.

Requirements to provide Services prior to or after the agreed upon hours of support must be agreed to by both Parties in advance and in writing and additional fees may apply.

### 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. Third party services are subject to the terms and conditions of the supplier.

### 7. Replacement Parts

Standard program: In-Warranty Hardware will be eligible for repairs or replacement parts and the use of advanced replacement programs in accordance with the Manufacturer's published warranty program.

Replaced parts will become the property of Seller or the Manufacturer. If replacement activity is performed by Buyer, the replaced parts must be returned per the Seller's direction within five (5) business days of receipt of the replacement part; otherwise, Buyer will be invoiced the full list price for the replaced part.

Onsite support of In-Warranty Hardware parts repair or replacement is not included in the Services provided under this Addendum but may be separately purchased on a Time and Materials basis. Out-of-Warranty Hardware or other parts repair or replacement deemed to be out-of-warranty will be considered billable activity.

Optional program: Buyers who elect an extended hardware warranty as a component of their Services are eligible for repairs or replacement parts for Out-of-Warranty Hardware. The inclusion of this coverage must be incorporated into the Remote Device Support Service Description and is further described therein.

### 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 with case assignment notification.

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## 9. Services Exclusions

Unless otherwise specified in the Remote Device Support Services Description, Services do not cover any of the following: (i) electrical work and / or in-house cabling;

(ii) repair or replacement resulting from natural disaster, fire, accident, neglect, misuse, vandalism, water, corrosion, power surges, unconditioned or fluctuating power, Buyer-provided network, or failure of the installation site to conform to Manufacturer specifications; or resulting from use other than intended purposes; or resulting from use with items not provided or approved by Seller; or resulting from the performance of maintenance or the attempted repair by persons other than Seller's employees or persons authorized by Seller; (iii) repair or replacement excluded by or no longer covered by the Manufacturer's repair and replacement program; (iv) furnishing supplies or accessories including consumables such as projection lamps, bulbs, filters, fuses, batteries and the labor to replace these items;

(v) initial installation or relocation services, or the addition or removal of items from or to other devices not furnished by Seller; (vi) damage to displays caused by screen burnout or image "burn-in"; and (vii) 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.

Any modifications and / or additions made without Seller's prior written approval are at Buyer's sole risk and expense. If, in Seller's reasonable discretion, such modifications and / or additions cause defects, disruptions and / or malfunction, and Buyer requests Seller's assistance to correct the issue, Seller's assistance will be billable at Seller's then-current time and material rates.

## 10. Charges and Payment Terms

Unless otherwise specified in the Proposal, payment terms are net 30 days from Buyer's receipt of invoice. Unless otherwise specified in the Proposal, 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

Seller may immediately terminate the Services upon written notice in whole or in part for cause if any person other than a Seller employee or designated service representative alters covered equipment rendering it unsafe.

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 for remote diagnosis of the reported issue. Parts replacement may not become available until the Help Desk is provided the appropriate information or support to diagnose the issue.

(b) If applicable, Buyer shall provide Seller personnel with timely access to service location and adequate working space at no charge to Seller.

(c) Buyer shall provide Seller's personnel with adequate working conditions that comply with all applicable labor, safety and health laws and regulations. Buyer will provide the necessary utility services for use in accordance with the Manufacturer's applicable published specifications.

(d) Buyer will be responsible for payment of parts and services provided by Seller that are not covered by the Services. Seller will obtain Buyer's written consent prior to providing the parts and / or services, which will be billable at Seller's then-current time and material rates.

(e) 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.

(f) 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.

## 14. Warranty and Limitation of Liability

SELLER WARRANTS FOR NINETY (90) DAYS FROM THE PERFORMANCE OF ANY SERVICES HEREUNDER THAT SUCH SERVICES SHALL BE PERFORMED IN A WORKMANLIKE MANNER CONSISTENT WITH GENERALLY ACCEPTED INDUSTRY STANDARDS. SELLER MAKES NO OTHER WARRANTY, EITHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, ANY WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE OR OF MERCHANTABILITY. SELLER MAKES NO WARRANTY THAT OPERATION OF THE PRODUCT SERVICED WILL BE UNINTERRUPTED OR ERROR FREE. BUYER MUST PROMPTLY REPORT IN WRITING ANY BREACH OF THIS WARRANTY TO SELLER NO LATER THAN FIFTEEN (15) DAYS AFTER EXPIRATION OF THE ABOVE WARRANTY PERIOD, AND BUYER'S EXCLUSIVE REMEDY AND SELLER'S ENTIRE LIABILITY FOR ANY BREACH OF SUCH WARRANTY SHALL BE FOR SELLER TO RE-PERFORM THE SERVICES OR, IF SELLER IS UNABLE TO RE-PERFORM THE SERVICES AS WARRANTED, BUYER SHALL BE ENTITLED TO RECOVER THE PRORATED FEES PAID TO SELLER FOR THE NONCONFORMING SERVICES. SUBJECT TO THE EXCLUSION OF DAMAGES PROVISION CONTAINED IN THE GENERAL TERMS AND CONDITIONS, SELLER'S MAXIMUM LIABILITY FOR ALL OTHER DAMAGES WILL BE LIMITED TO ONE (1) YEAR'S SERVICE CHARGES. THIS LIMITATION OF LIABILITY IS CUMULATIVE AND NOT PER INCIDENT. SOME STATES OR JURISDICTIONS DO NOT ALLOW THE EXCLUSION OR LIMITATION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES AND IN SUCH EVENT, THE FOREGOING EXCLUSIONS AND LIMITATIONS SHALL ONLY APPLY TO THE EXTENT PERMITTED BY APPLICABLE LAW.