

Addendum to General Terms and Conditions – Dedicated Onsite Managed Services

The following terms supplement and modify the General Terms and Conditions as they apply to Seller’s provision of onsite managed services as more particularly described in this Addendum and the Onsite Managed Services Description (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:

“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;

“Onsite Managed Services Description” means that portion of the Proposal detailing the Services being purchased by Buyer;

“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;

“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; and

“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.

2. Services Description

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

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). Standard response times and service level agreements are not guaranteed until such information is received by the Help Desk.

Service locations 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 upon the first day onsite at Buyer’s location or upon first day of orientation. 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.

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5. Services Availability

Unless otherwise noted in the Onsite Managed Services Description, the Seller’s onsite managed services personnel are available Monday through Friday from 8 AM to 5 PM local standard time, excluding legal holidays.

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.

Services performed beyond forty (40) hours per week will be paid at the rate of one and a half times the hourly rate. Services performed on legal holidays will be charged at the rate of two times the hourly rate.

6. Seller Point of Contact

Seller will provide a contact that will be responsible for the overall agreement in place with Buyer. This resource may be contacted for all issues with respect to the delivery of Services.

7. Assignment and Removal of Seller’s Onsite Managed Services Personnel

Action may be required to remove Seller’s onsite managed services personnel from provision of Services as a result of performance or behavioral issues. In these instances, Buyer will formally document any and all such occurrences and notify Seller immediately for corrective action. Buyer may request immediate dismissal of Seller’s onsite managed services personnel for those reasons as stated above. Seller reserves the right to remove any of Supplier’s onsite managed services personnel from provision of Services at any time in the event of such personnel’s (i) voluntary resignation from Seller, (ii) termination from employment by Seller for any reason or no reason, or (iii) inability to work due to sickness, disability, military leave, death or pursuant to any other relevant labor or employment legislation. In such event of personnel removal, Seller will use commercially reasonable efforts to minimize any disruption to Buyer and will provide substitute personnel with comparable qualifications and experience. Buyer understands that it is being provided a service and not an individual, as more than one resource may be assigned to fulfill the Services.

8. Travel

Any vehicle travel and associated expenses incurred by onsite managed services personnel at the request of Seller will be billable at Seller’s cost plus ten (10) percent. Mileage will be billable at a rate of \$0.56 per mile. All travel will be billable as incurred.

9. Communication Devices

Seller’s onsite managed services personnel will be eligible to participate in the Seller’s standard wireless program at no additional charge to the Buyer. This will enable onsite managed services personnel to be provisioned with either Seller-issued or personal devices in fulfillment of the Services.

10. 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.

11. Software Updates, Upgrades, and Options

The onsite managed services personnel may 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.

12. Replacement Parts

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.

Depending on Services elected, additional charges may apply for onsite support of In-Warranty Hardware parts repair or replacement. Out-of-Warranty Hardware or other parts repair or replacement deemed to be out-of-warranty will be considered billable activity.

13. Services Exclusions

Unless otherwise specified in the Onsite Managed 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) 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.

14. Charges and Payment Terms

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

15. 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 any prepaid amounts 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.

16. Buyer Obligations

(a) Buyer shall provide Seller with all information, cooperation and access that Seller reasonably requests. Parts replacement and onsite service may not become available until receipt of 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 onsite managed services personnel with adequate working conditions that comply with all applicable labor, safety and health laws and regulations.

(d) Buyer will provide the necessary utility services for use in accordance with the Manufacturer's applicable published specifications.

(e) 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.

(f) 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.

(g) 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.

17. 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 the price of the impacted resource for a twelve (12) month term. 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.

Notwithstanding the foregoing, Buyer may request Seller's prior written consent to hire any Seller employee who performs Services on behalf of Seller (the "hired individual") and, in connection therewith, may elect to have Seller provide a replacement resource ("Replacement"). If Buyer obtains such consent and elects to have Seller provide a Replacement, the twelve (12) months' salary payment set forth above shall not apply. In such case, Buyer agrees to pay Seller an onboarding fee equal to one (1) month of the Replacement's salary, and Buyer agrees that all monthly service fees for the hired individual shall remain continuously payable without any gap or reduction during the transition period, including the period between the departure of the hired individual and the commencement of the Replacement.

18. 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.

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