

Effective January 25, 2026. This Service Attachment for Managed Audio/Visual Services supersedes and replaces all prior versions.

Service Attachment for Managed Audio/Visual Services

This Service Attachment is between Provider (sometimes referred to as “we,” “us,” or “our”), and the Client found on the applicable Order (sometimes referred to as “you,” or “your,”) and, together with the Order, Master Services Agreement, Schedule of Services, and other relevant Service Attachments, forms the Agreement between the parties the terms to which the parties agree to be bound.

The parties further agree as follows:

Provider will deliver only the Services itemized in the Services section of the Order. The following is a list of available Managed Services. Additional Services may be added only by entering into a new Order including those Services.

Audio/Visual System Design: Custom design of audio/visual systems tailored to the Client's specific requirements, including site evaluation, system layout, and equipment recommendations.

Audio/Visual Equipment Installation: Installation of audio/visual equipment such as displays, projectors, audio systems, video conferencing systems, control systems, and digital signage.

Audio/Visual System Integration: Integration of audio/visual components and systems to ensure seamless communication and collaboration between the various technologies and platforms.

Control System Programming: Custom programming of control systems to provide user-friendly interfaces for managing and operating audio/visual systems.

Audio/Visual Equipment Sales and Rentals: Sales and rental of audio/visual equipment, including projectors, displays, microphones, speakers, and other related accessories.

Video Conferencing Solutions: Installation and configuration of video conferencing solutions, including hardware and software components, to facilitate remote communication and collaboration.

Digital Signage Solutions: Design, installation, and management of digital signage solutions for advertising, marketing, and information dissemination purposes.

Acoustic Design and Sound Reinforcement: Acoustic design services for optimizing audio performance, including sound reinforcement system design, room acoustics, and noise control.

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Audio/Visual System Maintenance and Support: Regular maintenance, troubleshooting, and support services to ensure the optimal performance and longevity of installed audio/visual systems and equipment.

Training and User Adoption: Training services to help the Client's staff effectively utilize and operate the installed audio/visual systems and equipment.

Live Event Production Services: Support for live events, including event planning, technical support, equipment rentals, and on-site management of audio/visual systems.

Video Production and Streaming Services: Video production and streaming services, including pre-production, filming, editing, and distribution of video content.

Audio/Visual Consultation: Consulting services to assess the Client's current audio/visual needs, identify areas of improvement, and recommend solutions for enhancing their audio/visual capabilities.

Audio/Visual System Upgrades and Expansion: Upgrade and expansion services for existing audio/visual systems to accommodate evolving business requirements and technology advancements.

Monitor Audio/Visual Services: Ongoing monitoring of the Client's audio/visual systems and infrastructure, including remote monitoring, reporting, and system optimization.

PROBLEM MANAGEMENT SERVICES

Provider will undertake problem management as soon as the Provider's monitoring staff becomes aware of an incident. All incidents, with status or resolution, will be documented by posting updates to the Problem (Incident) Ticket Tracking System assigned to Client ("Problem Tickets").

ADDITIONAL CLIENT OBLIGATIONS

Hardware Equipment

Client equipment must be maintained under manufacturer's warranty or maintenance contract or is in working order. Provider is not responsible for client equipment that is not maintained under manufacturer's warranty or maintenance contract or that is otherwise out of order. All fees, warranties, and liabilities against Provider assumes equipment is under manufactures warranty or maintenance contracts or is in working order.

Provider in its reasonable opinion and supported by manufacturer information, may designate certain equipment as obsolete or defective, and therefore exclude it from coverage under this Agreement.

Minor On-Site Tasks

Provider may occasionally ask you to perform simple on-site tasks (e.g., powering down and rebooting a computer checking surveillance video equipment). You agree to cooperate with all reasonable requests.

Worksite Responsibilities

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- Provide access to the work site during agreed upon times for work to be performed during Provider's normal business hours.
- Ensure that during agreed-upon work times, client shall provide keys, ID badges, security clearance, parking, and access to loading docks as may be required by Provider.
- Clear the schedule in room(s) or office during these times so that Provider is not interrupted and forced to stop work prematurely. This includes Client personnel inquiring about the status or functionality of the project prior to the completion of the installation.
- Client understands that if work is stopped at their request that it may result in changes to project schedule or result in rescheduling of the project.
- Client shall inform Provider of any work areas where it has knowledge or reason to believe that facility may have hazardous materials such as Asbestos, Lead, or PCB's.

Electrical, Data, and Telecom Provisions

- Client acknowledges that Provider is not a certified electrician and will not provide any electrical wiring and/or connections.
- Client accepts responsibility to ensure Provider has sufficient power outlets as required for displays, screens, racks, furniture, lighting, and other equipment provided by contractor.
- Client also agrees to provide necessary data, CATV, CCTV, and/or Telecom connections required to connect to surveillance equipment as necessary.

Access to Facilities and Systems

- Client shall provide the Provider and its authorized personnel with timely and reasonable access to the Client's facilities, systems, equipment, and network necessary for the Provider to perform the Managed Audio/Visual Services (the "Services") in accordance with the terms and conditions of this Agreement.
- Client shall ensure that the Provider's access to the Client's facilities and systems complies with the Client's internal security policies and procedures, as well as any applicable laws and regulations.

Cooperation and Assistance

- Client shall cooperate fully with the Provider in the performance of the Services, including providing any necessary information, documentation, or assistance reasonably requested by the Provider.
- Client shall designate a representative or representatives to serve as the primary point(s) of contact with the Provider for all matters relating to the Services. The Client's representative(s) shall have the authority to make decisions and provide any necessary approvals on behalf of the Client.

Compliance with Laws and Regulations

- Client shall comply with all applicable laws, regulations, and industry standards relating to the use, operation, and maintenance of audio visual systems and equipment.

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- Client shall obtain and maintain any necessary permits, licenses, or approvals required for the Provider to perform the Services.

Proper Use and Care of Equipment

- Client shall use and operate the audio/visual systems and equipment in accordance with the manufacturer's instructions, guidelines, and recommendations, as well as any specific instructions provided by the Provider.
- Client shall take all reasonable precautions to prevent damage, misuse, or unauthorized access to the audio/visual systems and equipment.

Notification of Issues or Concerns

Client shall promptly notify the Provider of any issues, concerns, or problems relating to the Services, including any non-conforming Services, defective equipment, or system malfunctions.

Data Backup and Security

The Client is responsible for regularly backing up and securing its data and content stored on or transmitted through the audio/visual systems. The Client shall implement appropriate data protection measures, including encryption, access controls, and firewalls, to safeguard its data from unauthorized access, loss, or corruption.

EXCLUSIONS

Provider is not responsible for failures to provide Services that are caused by the existence of any of the following conditions:

- Expired Manufacturer Warranty or Support - Parts, equipment or software not covered by a current vendor/manufacturer warranty or support.
- Alterations and Modifications not authorized by Provider - Any repairs made necessary by the alteration or modification of equipment other than that authorized by Provider, including alterations, software installations or modifications of equipment made by Client’s employees or anyone other than Provider.
- Hardware Malfunction – Anytime where there is a defect or malfunction in any hardware or software not caused by Provider that adversely affects Provider’s ability to perform the Services.
- Client Resource Problems – Anytime a problem occurs resulting from a Client resource that are not under Provider’s management or control.
- Network Changes - Any changes Client may have made to the networking environment that were not communicated to or approved by Provider.
- Task Reprioritization - Any problems or failures related to a prioritization or reprioritization of tasks by Client.
- Force Majeure - Any problems resulting from a Force Majeure Event as described in the Master Services Agreement.
- Client Actions - Any problem resulting from Client actions or inactions.
- Client Responsibilities - Any problems resulting from your failure to fulfill any responsibilities or obligations under our agreements.
- Internet Connectivity Loss - Any loss of internet connectivity that occurs at Client locations for any reason.

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- Software Maintenance - Any maintenance of applications software packages are involved, whether acquired from Provider or any other source.
- Remote Computers - Home or remote computers that are not covered under the Agreement.

Provider is not responsible for failures to provide Services that occur during any period of time in which any of the following conditions exist:

- Problem Ticket Management - The time interval between the initial occurrence of a desktop malfunction or other issue affecting functionality and the time Client reports the desktop malfunction or issue to Provider.
- Power Supply Malfunction – Instances where an uninterruptable power supply (UPS) or power-protective equipment malfunctions and renders Provider unable to connect to the network or troubleshoot the device in question.
- Third-Party Criminal Activity - Provider is not responsible for criminal acts of third parties, including but not limited to hackers, phishers, crypto-locker, and any network environment subject to ransom. You agree to pay ransom or hold provider harmless for any activity effecting network security on your environment related to third-party criminal activity. Any costs or fees to rebuild or service machines are provided and sold separately by Provider.
- Malware - Provider is not responsible for any harm that may be cause by Client's access to third party application programming interfaces or the execution or transmission of malicious code or similar occurrences, including without limitation, disabling devices, drop dead devices, time bombs, trap doors, Trojan horses, worms, malware, viruses and similar mechanisms. Any costs or fees to rebuild or service machines are provided and sold separately by Provider.
- Hardware Equipment - Client equipment must be maintained under manufacturer's warranty or maintenance contract or is in working order. Provider is not responsible for client equipment that is not maintained under manufacturer's warranty or maintenance contract or that is otherwise out of order. All fees, warranties, and liabilities against Provider assumes equipment is under manufactures warranty or maintenance contracts or is in working order.

The following list of items are excluded from the scope of included Services, and may incur additional charges or require a separate billable project:

- Software Maintenance – Unusual work that results from a failed software patch or update that results in an interruption in Client's business, with the exception of Microsoft Windows updates and patches.
- Programming Modifications - Any programming (modification of software code) and program (software) maintenance occurs.
- Training - Any training service of any kind, unless specified in the Order.
- Software and Web Development - Any Services requiring software and web development work.
- Remote Computers -– Unless otherwise outlined in an Order, Home or remote computers that are not covered under the Agreement.
- Replacement Software – Implementation of new or replacement software.
- Relocation / Satellite Office – Office relocation/satellite office setup.
- Equipment Refresh – Any non-workstation equipment refreshes.

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- Consumables – Consumables, such as batteries, projector lamps, or other items that require regular replacement, may not be covered under the Services.
- Cosmetic Repairs – Cosmetic repairs, including scratches, dents, or other damage that does not affect the functionality of the equipment, may be excluded from the Services.
- User Error or Negligence – Damages or issues caused by user error, negligence, misuse, or improper handling of the equipment by the Client or its employees may be excluded from the Services.
- Unauthorized Modifications or Repairs – Any issues or damages resulting from unauthorized modifications, repairs, or alterations to the equipment or systems by the Client or third parties may be excluded from the Services.
- Third-Party Services and Software – Integration, support, or maintenance of third-party services or software, unless specifically agreed upon by the Parties, may be excluded from the Services.
- Equipment Relocation or Removal – The relocation or removal of equipment from the Client's premises or designated service locations, unless specifically agreed upon by the Parties, may be excluded from the Services.
- Data Loss – The Provider may not be responsible for any loss, corruption, or unauthorized access to the Client's data or content stored on or transmitted through the audio/visual systems, except to the extent caused by the Provider's negligence or misconduct.
- Non-Standard Service Hours – Services provided outside of normal business hours, on weekends, or on holidays may be subject to additional fees or may be excluded from the Services, unless specifically agreed upon by the Parties.
- Custom Software or Applications – The development, support, or maintenance of custom software or applications not provided by the Provider may be excluded from the Services.

The following list of items are costs that are considered separate from the Service pricing:

- Costs Outside Scope of the Service – The cost of any parts, equipment, or shipping charges of any kind. The cost of any software, licensing, or software renewal or upgrade fees of any kind. The cost of any third-party vendor or manufacturer support or incident fees of any kind. The cost of additional facilities, equipment, replacement parts, software or service contract.

The following is a list of Services Provider does not perform:

- Printer Hardware Repair - Printer hardware repair or maintenance work.
- Third-party Vendor Disputes - The management or involvement with disputes or charges with any third-party vendor, other than issues relating to the technical services.

TERM AND TERMINATION

Term

This Service Attachment is effective as of the Effective Date of the Order referencing the Services herein. Unless properly terminated by either party, this Attachment will remain in effect through the end of the term specified on the Order (the "Initial Term").

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Renewal

"RENEWAL" MEANS THE EXTENSION OF ANY INITIAL TERM SPECIFIED ON AN ORDER FOR AN ADDITIONAL TWELVE (12) MONTH PERIOD FOLLOWING THE EXPIRATION OF THE INITIAL TERM, OR IN THE CASE OF A SUBSEQUENT RENEWAL, A RENEWAL TERM. THIS SERVICE ATTACHMENT WILL RENEW AUTOMATICALLY UPON THE EXPIRATION OF THE INITIAL TERM OR A RENEWAL TERM UNLESS ONE PARTY PROVIDES WRITTEN NOTICE TO THE OTHER PARTY OF ITS INTENT TO TERMINATE AT LEAST SIXTY (60) DAYS PRIOR TO THE EXPIRATION OF THE INITIAL TERM OR OF THE THEN-CURRENT RENEWAL TERM. ALL RENEWALS WILL BE SUBJECT TO PROVIDER'S THEN-CURRENT TERMS AND CONDITIONS.

Month-to-Month Services

If the Order specifies no Initial Term with respect to any or all Services, then we will deliver those Services on a month-to-month basis. We will continue to do so until one party provides written notice to the other party of its intent to terminate those Services, in which case we will cease delivering those Services at the end of the next calendar month following receipt such written notice is received by the other party.

Early Termination by Client With Cause

Client may terminate this Service Attachment for cause following sixty (60) days' advance, written notice delivered to Provider upon the occurrence of any of the following:

- Provider fails to fulfill in any material respect its obligations under the Service Attachment and fails to cure such failure within thirty (30) days following Provider's receipt of Client's written notice.
- Provider terminates or suspends its business operations (unless succeeded by a permitted assignee under the Agreement).

Early Termination by Client Without Cause

If Client has satisfied all of its obligations under this Service Attachment, then no sooner than ninety (90) days following the Service Start Date, Client may terminate this Service Attachment without cause during the Initial or a Renewal Term (the "Term") upon sixty (60) days' advance, written notice, provided that Client pays Provider a termination fee equal to all discounts and concessions provided, plus fifty percent (50%) of the recurring, Monthly Service Fees remaining to be paid from the effective termination date through the end of the Term, based on the prices then in effect.

Termination by Provider

Provider may elect to terminate this Service Attachment upon thirty (30) days' advance, written notice, with or without cause. Provider has the right to terminate this Service Attachment immediately for illegal or abusive Client conduct. Provider may suspend the Services upon ten (10) days' notice if Client violates a third-party's end user license agreement regarding provided software. Provider may suspend the Services upon fifteen (15) days' notice if Client's action or inaction hinder Provider from providing the contracted Services.

Effect of Termination

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As long as Client is current with payment of: (i) the Fees under this Attachment, (ii) the Fees under any Order for Off-Boarding, and/or (iii) the Termination Fee prior to transitioning the Services away from Provider's control, then if either party terminates this Service Attachment, Provider will assist Client in the orderly termination of services, including timely transfer of the Services to another designated provider. Client shall pay Provider at our then-prevailing rates for any such assistance. Termination of this Service Attachment for any reason by either party immediately nullifies all access to our services. Provider will immediately uninstall any affected software from Client's devices, and Client hereby consent to such uninstall procedures.

Upon request by Client, Provider may provide Client a copy of Client Data in exchange for a data-copy fee invoiced at Provider's then-prevailing rates, not including the cost of any media used to store the data. After thirty (30) days following termination of this Agreement by either party for any reason, Provider shall have no obligation to maintain or provide any Client Data and shall thereafter, unless legally prohibited, delete all Client Data on its systems or otherwise in its possession or under its control.

Provider may audit Client regarding any third-party services. Provider may increase any Fees for Off-boarding that are passed to the Provider for those third-party services Client used or purchased while using the Service.

Client agrees that upon Termination or Off-Boarding, Client shall pay all remaining third-party service fees and any additional third-party termination fees.

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