

SUBSCRIPTION TERMS AND CONDITIONS

1. **SCOPE.** By (i) purchasing Products, Software and/or Services on the Sites, (ii) clicking that Buyer agrees to or accepts when prompted by Buyer, and/or (iii) downloading, installing, copying, accessing or using the Products and Software, and/or accessing or using the Services, Buyer agrees to and accepts these Terms on behalf of itself and its Users and enters into a binding agreement with Seller, and further represents and warrants that Buyer has full authority to bind itself and its Users to these Terms. If Buyer is accepting these Terms on behalf of another person or other company or entity, Buyer represents and warrants that Buyer has full authority to bind that person or company or entity to these Terms. If Buyer does not agree to these Terms, Buyer must not download, install, copy, access or use the Products or Software and must not access or use the Services, and Company must immediately notify Seller to return the Products and Software and cancel the Services without accessing or using the Services. Buyer must ensure that its Users comply with these Terms and is responsible for its Users compliance with or breach of these Terms. If a conflict arises between or among these Terms, the Application, and the Order Confirmation, these Terms shall prevail unless otherwise expressly agreed in writing by authorized representatives of the parties. Any additional, preprinted or different terms contained on any purchase order, portal, or other communication from Buyer purporting to apply shall be deemed void and unenforceable unless expressly agreed and signed in writing by authorized representatives of both parties. For terms governing access to and use of the Sites, please refer to Seller's Terms of Use published on the Site.
2. **DEFINITIONS**
 - 2.1. "Affiliate" means any entity(ies) that directly or indirectly controls, is controlled by, or is under common control (defined as having more than 50% ownership or the right to direct the management of such entity) with a party.
 - 2.2. "Application" means Seller's application for business credit extended to and signed by Buyer in connection with these Terms.
 - 2.3. "Buyer" means the unique person or entity specified in the Order Confirmation that is licensed or authorized to use the Products, Software and Services pursuant to these Terms.
 - 2.4. "Buyer Data" means any information relating directly or indirectly to an identified or identifiable individual as defined by applicable domestic and international data protection laws. Examples of Buyer Data include, but are not limited to, name, address, telephone number, and email address.
 - 2.5. "Confidential Information" means information received by the receiving party from the disclosing party which (a) is marked as "Confidential" or "Proprietary"; or (b) would reasonably be considered confidential and/or proprietary under the circumstances surrounding disclosure.
 - 2.6. "Deliverables" means any work product, reports, or other deliverables developed and provided by Seller as part of the Services and required under the Service Schedules, if any.
 - 2.7. "Derivative Work" means a work that is based on one or more preexisting works (such as a revision, translation, dramatization, motion picture version, abridgment, condensation, enhancement, modification, or any other form in which preexisting work may be recast, transformed or adapted) which, if created without the authorization of the copyright owner of the preexisting work, would constitute copyright infringement.
 - 2.8. "Documentation" means any explanatory materials, such as user manuals, training materials, user guides, product descriptions, regarding the implementation and use of the Products, Software and/or Services that are provided by Seller. Documentation is provided in printed, electronic or online form.
 - 2.9. "End User License Agreement" or "EULA" means the standard End User License Agreement provided by Seller and/or the respective Software manufacturer, which governs Buyer's download, installation, copying, accessing, and/or use of any Software.
 - 2.10. "High Risk System" means a device or system that requires extra safety functionalities such as fail-safe or fault-tolerant performance features to maintain a safe state where it is reasonably foreseeable that failure of the device or system could lead directly to death, personal injury or catastrophic property damage. A device or system with a fail-safe feature in the event of failure may revert to a safe condition rather than break down, may include a secondary system that comes into operation to prevent a malfunction, or may operate as a backup in the event of a malfunction. A device or system with a fault-tolerant feature in the event of failure may continue its intended operation, possibly at a reduced level, rather than failing completely. Without limitation, High Risk Systems may be required in critical infrastructure, industrial plants, manufacturing facilities, direct life support devices, aircraft, train, boat or vehicle navigation or communication systems, air traffic control, weapons systems, nuclear facilities, power plants, medical systems and facilities, and transportation facilities.
 - 2.11. "Order" means any order placed by Buyer on the Sites and any purchase order issued by Buyer to Seller for the purchase and/or use of the Products, Software, and/or Services.
 - 2.12. "Order Confirmation" means any written (electronic or otherwise) confirmation notice that Seller issues to Buyer confirming the Subscription for the Products, Software and/or Services. The Order Confirmation identifies the device description, model/serial/SKU number, quantity, Subscription Period, location(s) (e.g., address and zip/postal code) where the Products will be used, and other access and use details.
 - 2.13. "Products" means those products, materials, or goods described in the Order Confirmation.
 - 2.14. "Seller" means the selling entity specified in the Order Confirmation.
 - 2.15. "Seller Materials" means any and all processes, formulas, tools, ideas, concepts, methodologies, software, know-how, business practices, trade secrets, object code, source code, documentation, Seller Derivative Works, information and ideas developed by Seller or its licensors, and all intellectual property rights therein.
 - 2.16. "Services" means those services that Seller provides to Buyer as specified in one or more Order Confirmations, including, but not limited to, monitoring, maintenance, management and/or Support services to Buyer's connected rooms, devices and accounts, and that are subject to the applicable Service Schedule.
 - 2.17. "Service Schedules" means the applicable Services-specific terms and conditions specified in a Service Schedule, if any, for the Services located on the Site, which are incorporated by reference herein, as may be updated from time to time.
 - 2.18. "Sites" means <http://wescoconferencerooms.com> and any other websites or mobile applications where Seller offers the Products, Software and Services for purchase and that link to these Terms.
 - 2.19. "Software" means any computer program, operating system, interface, software, application or other software owned or licensed by Seller, as the context requires, in object code format, provided by Seller to Buyer which may be required in order for it to access the Services or is embedded in or pre-loaded on the Products. Software may also include additional features or functionality that can be accessed with either a subscription or Support agreement to certain Services as required by the specific offering and subject to these Terms.
 - 2.20. "Subscription" means Buyer's order to receive, access and use the Products, Software and/or Services, as specified in the Order Confirmation.
 - 2.21. "Subscription Period" means the period specified in the Order Confirmation, for which Buyer has purchased the right to receive, access and use the Products, Software and/or Services and the time period for which Buyer has purchased the right to receive Support, as applicable.
 - 2.22. "Support" means the technical support services that Buyer (or an authorized partner) provides for the support and maintenance of the Products and/or Services, as specified in the applicable Service Schedule.
 - 2.23. "Terms" means these Subscription Terms and Conditions, the Order Confirmation, the Service Schedules and any materials available on the Seller website that are specifically incorporated by reference.
 - 2.24. "User" means the unique individual whom Buyer authorized to use the Products, Software and Services pursuant to Buyer's access rights under these Terms, including Buyer employees, Affiliates, subcontractors, authorized agents.
3. **RIGHT OF USE AND ACCESS.**
 - 3.1. Subject to these Terms, Seller grants Buyer a limited, personal, non-exclusive, non-transferable right to access and use the Products, Software and Services described in the Order Confirmation during the applicable Subscription Period solely for Buyer's internal business purposes at the Buyer location(s) identified in the Order Confirmation. Buyer's use of the Products, Software and Services depends on the type of Subscriptions purchased as identified in the Order Confirmation. Buyer understands that it must have an active Subscription to the

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- Products, Software and Services or have an active Support agreement for the Services, as applicable, in order to continue to receive access to use the Products, Software and Services. Buyer acknowledges that as part of Seller providing the Products, Software and Services to Buyer, Seller may be required to accept a EULA on Buyer's behalf and Buyer expressly authorizes Seller to do so on its behalf. Buyer shall only use the Products and Software with third-party devices (e.g., displays) which are compatible with the Products and Software.
- 3.2. If Seller provides Products and Software to Buyer to access the Services, Buyer must access the Services with that Software and Product for Buyer's internal business purposes only at those Buyer location(s) identified in the Order Confirmation. Buyer acknowledges and agrees that such Software is provided to Buyer subject to the applicable EULA for such Software. In the event of a conflict or inconsistency between the EULA and these Terms, the EULA shall prevail as it relates to Software only, and these Terms as it relates to Services or other matters.
- 3.3. Buyer is responsible for any and all activity occurring under Buyer's Services, Software and Support accounts. Buyer will provide Seller with all information and assistance required to supply the Services or enable Buyer use of the Services. Buyer will immediately notify Seller of any unauthorized account use or other suspected security breach, or unauthorized use, copying or distribution of Software, Services, Documentation or Buyer Data.
- 3.4. The Products, Software and Services may be used in connection with the control, automation, scheduling, management, maintenance, monitoring, and registration of Buyer's buildings, rooms, and devices, including conference room equipment, occupancy sensors, displays, lighting, shades, HVAC, and other devices, but **may not be used** for emergency response systems or to operate life safety devices.
- 3.5. Buyer may not move the Products to a different location from those location(s) identified in the Order Confirmation, without Seller's express prior written authorization. All Products are subject to availability and Seller reserves the right to impose quantity limits on any order, cancel all or part of an order and discontinue Products. Note that inventory on the Sites may not be up-to-date and Product availability is not guaranteed.
- 3.6. Buyer shall use a third-party to install and configure the Products at the Buyer location(s) identified on the Order Confirmation. Buyer shall be solely and exclusively responsible for the (i) selection, supervision and direction of any third-party that installs and configures the Products at Buyer's location(s), (ii) confirmation and verification that the installation and configuration were done properly and accurately, and (iii) obtain an installation warranty, if any, from such third-party. Buyer acknowledges and agrees that Seller shall not be responsible or liable for any acts or omission, of any kind, by any third-party installers.
- 3.7. Seller does not permit Buyer to purchase Products and Software and have them shipped to countries other than where Buyer has a registered address. In order to complete a transaction on the Sites, the billing and shipping addresses must match the country Buyer designated as part of its online account registration. In addition, Seller does not sell Products, Software and Services through the Sites to individuals who intend to use such Products, Software and Services themselves for personal, family or household purposes. By placing an Order, you represent and warrant that all Products, Software and Services purchases are made for business purposes and not for personal, family or household purposes.
- 3.8. Product depictions, including color, on the Sites are for illustrative purposes only. Access to the Sites does not constitute the right to purchase Products. Seller reserves the right to revise publishing errors on the Sites. Despite Supplier's efforts, occasional pricing errors may occur on the Sites. Seller reserves the right to cancel, without any liability, any and all orders resulting from such pricing errors, even if Buyer has received an Order Confirmation from Seller.
4. **ORDERS.** Seller has the right, in its sole discretion, to cancel, accept or reject any Order, in whole or in part, at any time. Any change requested by the Buyer to any aspect of the scope of an Order must be agreed in writing by both parties and may result in a price and/or delivery adjustment as determined by Seller. If Seller authorizes that all or part of a Subscription be terminated or suspended by modification, rescission or as otherwise provided in these Terms, Buyer shall pay termination charges equal to Seller's costs associated with the Order or SOW, as determined by generally accepted accounting principles, plus a reasonable profit on the entire Order. Seller's costs shall include any amount Seller must pay to its suppliers and manufacturers relating to the relevant Order.
5. **SERVICES.**
- 5.1. Buyer shall provide Seller with sufficient, free, safe and timely access to its premises and/or system as required to provide the Services. Buyer warrants that the premises where the Services will be performed will comply with all applicable federal, state and local occupational safety, welfare and health standards, rules, and regulations. Buyer agrees to ensure the health, safety and welfare of Seller's personnel when on Buyer's premises including, but not limited to providing and maintaining premises and systems that are, so far as is reasonably practicable; safe and without risks to health. Seller may use subcontractors to perform its contractual obligations under these Terms. If Seller uses subcontractors, Seller will be solely responsible for ensuring that they comply with their respective contractual requirements. Buyer shall not supervise or direct the performance of any Seller subcontractors. Seller or Seller's subcontractors, when applicable, shall obtain and maintain the necessary licenses, certifications, and permits, specialty or otherwise, required to provide the Services. If Seller's performance of any of its obligations is prevented or delayed by Buyer: (a) Seller shall, without limiting its other rights or remedies under these Terms or as otherwise provided by law or equity, have the right to suspend or terminate performance of the Services; and (b) Buyer shall be liable for any costs and expenses sustained or incurred by Seller as a result thereof. Without limiting the foregoing, completion times provided by Seller are only estimates. Buyer expressly consents to Seller providing the Services to Buyer, and registering, claiming and/or associating Buyer's rooms, devices and accounts as part of the Products, Software and/or Services. Upon written notice and subject to these Terms, Buyer has the right to terminate, at any time, the registration, claim or association of Buyer's rooms and devices as part of the Products, Software and/or Services. Such termination shall serve as Buyer's termination of its Subscription pursuant to Section 10.4. Buyer acknowledges and agrees that installation of the Products is not included as part of the Services provided by Seller under these Terms or any Subscription.
- 5.2. Seller shall provide Support to Buyer in accordance with the applicable Service Schedule. The Support terms specified in the applicable the applicable Service Schedule may be updated from time to time; however, Buyer will not materially reduce the level of performance, functionality, or availability of the Support during the Subscription Period.
6. **PRICE.** Product, Software and Services prices listed on the Sites are subject to verification, correction or change at any time with or without notice to Buyer, and do not include tariffs, levies, duties, freight or importation cost, supplier pricing, handling fees, taxes, or a material exchange rate fluctuation ("Additional Fees"). To the extent Additional Fees are displayed on the Sites, such Additional Fees are estimates only. Prices listed on the Sites at the time that Buyer requests a Product, Software and Services quote are subject to change at any time prior to Buyer placing an order for such Product, Software and Services or as otherwise specified on the quote. Market sensitive commodity products will be priced according to current market conditions. Any manifest errors are not binding on Seller. Buyer is liable for all applicable transaction taxes, duties, levies, customs, tariffs, and any other government-imposed transactional charges however designated (and any related interest or penalty) on amounts payable by Buyer associated with these Terms and/or the Subscription, including, but not limited to, sales and use tax, value-added taxes, goods and services taxes, digital services taxes, personal property taxes and gross receipts based taxes (collectively, "Transaction Taxes"), regardless of when such Transaction Taxes are levied or imposed or whether such Transaction Taxes are imposed on Seller or Buyer by the applicable government authority. Such Transaction Taxes shall be due whether or not included on the invoice. All payments due from Buyer will be made free and clear and without deduction for any present and future taxes imposed by any taxing authority. If Buyer is required by applicable law to deduct or withhold income taxes from amounts payable to Seller under these Terms, Buyer will remit, and provide Seller with evidence that Buyer has remitted, such withholding taxes to the appropriate taxing authority. Buyer shall provide Seller with proof of any exemption from Transaction Taxes when placing an Order.

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7. **PAYMENT.** (a) Payment for Products, Software and Services must be made in the currency identified in the invoice, and by check, eft, on-line banking, debit, or wire transfer or any other means specified by Seller, at its sole discretion. Buyer shall pay any Seller invoice within thirty (30) days from invoice date without any right to offset, counterclaim, holdback or deduction. Seller reserves the right to require guarantees, security or payment in advance of shipment from Buyer. In the event Buyer fails to timely pay any invoice by the due date or if an Insolvency Event (as defined below) occurs, Seller may change the payment terms on any future Orders and/or the entire outstanding balance due to Seller for the Subscription Term shall be accelerated and become due in full immediately. Late payments are subject to interest of one and one-half percent (1.5%) per month or the maximum allowable charge and/or interest allowed by applicable laws shall be applied to all past due accounts commencing from the due date of the invoice until paid. Seller shall also be entitled, in addition to all other remedies available at law or in equity, to suspend performance of the Services and to recover reasonable attorneys' fees and/or other expenses incurred collecting all outstanding sums from Buyer or otherwise enforcing or successfully defending these Terms. Seller may set off any amount due from Buyer from any amounts due to Buyer. Seller reserves the right to convert any payment into electronic funds at its discretion. (b) If Seller extends business credit to Buyer under an Application, then Seller's Business Credit Terms published on the Site, as amended from time-to-time, shall apply and are expressly incorporated herein by reference.
8. **SHIPPING.** Unless otherwise agreed to in writing, (i) all Product shipments shall be FOB shipping point, and (ii) Seller may, in its sole discretion, use any commercial carriers and method and route of transportation for shipment of the Products. Buyer shall be responsible for shipping charges, including all applicable freight, shipping, insurance and handling charges unless otherwise agreed to in writing. Title to Products and Software remains with Seller at all times, and Buyer has the right to place a lien on such Products. Risk of loss transfer to Buyer at shipping point and remains with Buyer until the Products are returned to Seller's designated location. Software may be delivered electronically. Buyer's requested delivery or need by date is subject to review and approval by Seller manufacturer lead time. Shipping dates or other applicable performance dates are estimated on the basis of prompt receipt of all required and detailed information, specifications, drawings and approvals from Buyer. In the event Buyer, verbally or in writing, confirms a delivery date with Seller but subsequently suspends the Order or is unable to accept delivery, Buyer shall reimburse Seller for all costs and expenses Seller incurs as a result thereof, including, but not limited to, reasonable storage costs. No delay in the shipment or delivery of any Products relieves Buyer of its obligations under these Terms. Seller reserves the right to make partial shipments without liability or penalty. Buyer shall pay for the units shipped whether such shipment is in whole or partial fulfillment of an Order.
9. **ACCEPTANCE.** Buyer shall be deemed to have accepted the Products and Services unless written notice of rejection is given to the Seller within five (5) business days from date of delivery.
10. **TERM. TERMINATION. SUSPENSION.**
- 10.1. The Subscription Period shall automatically renew for the successive Subscription Period identified on the applicable Order Confirmation, unless a Party provides the other Party with written notice of non-renewal at least thirty (30) days prior the expiration of the then current Subscription Period. The Subscription Period and these Terms will continue until terminated in accordance with these Terms.
- 10.2. Upon expiration or termination of a Subscription, Buyer shall immediately (i) discontinue use and access to the Product, Software and Services., (ii) return, at its sole expense, the Products to Seller's designated location but in no event more than fifteen (15) days from the termination or expiration date, and (iii) uninstall, destroy and delete permanently all copies of the Software, Documentation and Confidential Information. Seller is not responsible for obtaining or paying for any return, access, destruction or uninstallation of the Products, Software or Services.
- 10.3. Seller may terminate, in whole or in part, any Subscription and these Terms (i) immediately if Seller considers it necessary to prevent or terminate any actual or suspected prohibited use (e.g., material breach) or to comply with applicable law, (ii) in the event a breach by Buyer, by giving ten (10) days' prior written notice thereof; unless Buyer reach prior to the expiration of such ten (10) day period, or (iii) for convenience upon notice to Buyer, provided Seller shall refund Buyer for any pre-paid Subscription amounts for unused Products, Software and/or Services.
- 10.4. In the event Buyer elects to cancel or terminate a Subscription prior to the expiration of the Subscription Period, Buyer shall (i) remain liable for any and all amounts due for the remainder of the Subscription Period, (ii) be liable for a 15% cancellation fee (based on the full Subscription fee) plus shipping costs to return the Products, (iii) not be entitled to any refund or credit of fees paid or payable hereunder or any unused portions of such Subscription, and (iv) be liable for any applicable manufacturer cancellation charges. In the event a Subscription is terminated or expires, all licenses granted therein shall also terminate. Service coverage may not be restored or reinstated following such cancellation or termination.
- 10.5. In addition to any other remedies provided under these Terms or applicable law, Seller may exercise any reclamation rights and/or suspend or terminate a Subscription with immediate effect if Buyer: (i) fails to pay any amount owed to Seller when due; (ii) fails to comply with any of its obligations herein; (iii) experiences an adverse change in financial position or becomes a credit risk; or (iv) becomes insolvent, receivership, reorganization or assignment for the benefit of creditors, to the extent permissible under law (each, an "Insolvency Event").
- 10.6. After expiration or termination of a Subscription, Buyer agrees that Seller has no obligation to retain Buyer Data for the Services, which may be permanently deleted as part of Seller's record and information management and in accordance with applicable laws. If any Buyer Data is stored by the Service, Buyer is solely responsible for retrieving that Buyer Data.
- 10.7. Buyer's right to use the Software, and any portion thereof, is subject to the manufacturer's end-of-life policy. Upon the end-of-life date of a Software or any feature of a Software (as described in the end-of-life policy), Buyer's right to use the Software or feature will terminate.
- 10.8. Subject to the limitations and other provisions of these Terms, any provision that, in order to give proper effect to its intent, should survive such expiration or termination, shall survive the expiration or earlier termination of these Terms.
11. **RECOMMENDATIONS.** Buyer acknowledges and agrees that any drawings, designs, suggestions, recommendations, or advice as to the Products, Software, or Services including installation or use recommendations (collectively, "Recommendations") are provided "as is" and are for informational and conceptual purposes only. Buyer acknowledges that in the event it follows any such Recommendations, it does so at its own risk and agrees that Seller will not be liable for any damage, claims, liabilities, or losses suffered by Buyer or any third party, directly or indirectly, due to Buyer following any Recommendations. Any legal or regulatory compliance obligations shall remain Buyer's sole responsibility, and nothing herein is intended to shift any such burden from Buyer to Seller.
12. **WARRANTY.**
- 12.1. **Product and Software Warranty.** Seller is only a reseller of Products and Software and shall transfer and assign to Buyer any and all transferable warranties made to Seller by the manufacturer of the Products and Software. For those Products and Software from the manufacturer, "Crestron Electronics", if any, the following standard limited warranty shall apply: <https://www.crestron.com/Legal/sales-terms-conditions-warranties/Standard-Limited-Warranty>, as may be updated from time to time. In the event Buyer elects to extend the warranty of those Products and Software from the manufacturer "Creston Electronics", then the following terms shall apply <https://www.crestron.com/Legal/FlexCareTerms>, as may be updated from time to time. Unless otherwise specified in a writing signed by Seller, Seller provides no independent warranty for any Products and Software. Buyer's sole and exclusive remedy for any alleged non-conforming part, defect, failure, inadequacy, or breach of any warranty related to Products and Software (collectively, "Defects") shall be limited to those warranties and remedies provided by the manufacturers or licensor thereof. Seller is not responsible for obtaining or paying for access to, or uninstalling installed Products, delivering replacement Products to the installation site, or installing replacement Products. Seller's obligations under this section 12.1 will be void unless Buyer

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provides Seller with notice of the Defect within 30 days of the date Buyer discovered or should have discovered the Defect. Buyer shall contact Seller prior to contacting the manufacturer or licensor. In the event Buyer provides notice of a Defect to the manufacturer or licensor, Buyer shall immediately notify and engage Seller on any and all discussions and actions to be taken with such manufacturer. Seller DOES NOT WARRANT that the Software will be free from errors or defects, free from cyber threats or events, impenetrable, be compatible with other software or system that may be sold by Seller, will meet Buyer's needs, or will operate without interruption. Seller DOES NOT WARRANT that the Software will provide fail-safe performance when used in hazardous environments, including any application in which the failure of the Software could lead directly to death, personal injury, or severe physical or property damage. If Seller supplies any Products and Software which include open source software, Seller is not liable for defects in title or quality of the information, software or documentation, or for ensuring that it is correct, accurate, free of third-party property rights and copyrights, complete and/or usable. Material Safety Data Sheets ("MSDS") for hazardous substances are prepared and supplied by the manufacturers of the Products and Software. The Parties acknowledge and agree that (i) each location or room where the Products, Software and/or Services will be utilized has a different design, configuration or layout which may impact the functionality, in whole or in part, of the Products, Software and/or Services, (ii) any impacted functionality, in whole or in part, does not represent that the Products, Software and/or Services are non-conforming, and (iii) Buyer is solely and exclusively responsible for the design, configuration or layout of all its locations and rooms.

12.2. **Services Warranty.** Seller warrants that during the Subscription Period, the Services it provides will be performed substantially in accordance with the associated Documentation. Provided Buyer promptly notifies Seller in writing and in sufficient detail of a breach of the Services warranty in this section 12.2 within fifteen (15) days after provision of the non-conforming Services, Seller will, at its option, (a) re-perform the Services at no additional cost to Buyer or (b) credit Buyer the fees actually paid to Seller associated with the non-conforming Services for the period in which the Service did not materially comply. This is Buyer's sole and exclusive remedy, and Seller's sole and exclusive liability, with respect to any breach of warranty relating to the Services it provides. This Services warranty is personal to Buyer and may not be assigned, transferred or passed-through to any third party. Buyer acknowledges and agrees that (i) Buyer shall be solely responsible for the installation and configuration of the Products and Software, (ii) Seller shall have no responsibility for the installation and configuration of the Products and Software, and (iii) Seller does not provide any type of warranty whatsoever with respect to the installation and configuration of the Products and Software. Buyer acknowledges and agrees that Seller does not offer or provide any type of warranty for the installation or configuration of the Products as part of the Services provided under these Terms or any Subscription.

12.3. **FORFEITURE OF WARRANTY.** The warranties described herein do not cover wear and tear and shall be ineffective and not apply to those Products, Software and Services that have been subjected to misuse, abuse, neglect, accident, damage, unauthorized modification, improper installation or configuration, or improper storage, maintenance or repair, malfunction caused by use of incompatible products, software or services, malicious or deliberate interference or hacking including, but not limited to, use not in accordance with the manufacturer's or other provider's specifications, instructions or EULA.

12.4. **Buyer's Information.** Buyer acknowledges and agrees that, in performing its obligations under these Terms, Seller will rely upon the accuracy and completeness of the information and documentation Buyer provides, and that Seller's performance is dependent on Buyer's provision of complete and accurate information and data. It is Buyer's responsibility to ensure that the Products, Software, and Services are the ones that it has requested and that all specifications and quantities are correct.

12.5. **DISCLAIMER.** THE FOREGOING WARRANTIES ARE EXCLUSIVE AND IN LIEU OF, AND SELLER DISCLAIMS AND EXCLUDES, AND BUYER WAIVES, ALL OTHER EXPRESS AND IMPLIED WARRANTIES OF ANY KIND, INCLUDING BUT NOT LIMITED TO ANY WARRANTIES OF MERCHANTABILITY,

FITNESS FOR A PARTICULAR PURPOSE, INSTALLATION, CONFIGURATION, DESIGN, LAYOUT, ACCURACY OF THE INFORMATION OR THE SUITABILITY OF THE RECOMMENDATIONS IN ANY MSDS, AGAINST REDHIBITORY DEFECTS, CONFORMITY TO ANY REPRESENTATION, DESCRIPTION, LOCATION OR ROOM CONFIGURATION, DESIGN, LAYOUT, OR SPECIFICATION, PERFORMANCE, NON-INFRINGEMENT, AND OF ANY OTHER TYPE, REGARDLESS OF WHETHER ARISING BY LAW (STATUTORY OR OTHERWISE), COURSE OF PERFORMANCE, COURSE OF DEALING, OR ANY OTHER LEGAL OR EQUITABLE BASIS. IN THE EVENT DISCLAIMER OF WARRANTY STATEMENTS ARE DISALLOWED BY LAW, SUCH EXPRESS OR IMPLIED WARRANTIES SHALL BE LIMITED IN DURATION TO THE LESSER OF THE APPLICABLE WARRANTY PERIOD OR THE MINIMUM PERIOD REQUIRED BY LAW. EXCEPT AS OTHERWISE SET FORTH HEREIN, THE PRODUCTS, SOFTWARE, AND SERVICES ARE PROVIDED "AS IS" EXCEPT TO THE EXTENT THE MANUFACTURER OR LICENSOR HONORS ANY WARRANTY EXPRESSLY MADE BY IT.

12.6. **High Risk Systems.** THE PRODUCTS, SOFTWARE AND SERVICES ARE NOT DESIGNED, DEVELOPED, TESTED, OR INTENDED TO BE RELIABLE IN THE CONTEXT OF HIGH-RISK SYSTEMS. SELLER HAS NO RESPONSIBILITY FOR, AND BUYER WILL INDEMNIFY, DEFEND AND HOLD HARMLESS SELLER, ITS AFFILIATES AND REPRESENTATIVES FROM ALL CLAIMS, SUITS, DEMANDS, AND PROCEEDINGS ALLEGING, CLAIMING, SEEKING, OR ASSERTING, ANY LIABILITY, LOSS, OBLIGATION, RISK, COST, DAMAGE, AWARD, PENALTY, SETTLEMENT, JUDGMENT, FINE OR EXPENSES (INCLUDING ATTORNEYS' FEES) ARISING FROM OR IN CONNECTION WITH BUYER'S USE OF THE PRODUCTS, SOFTWARE AND SERVICES ON OR IN A HIGH RISK SYSTEM, INCLUDING THOSE THAT COULD HAVE BEEN PREVENTED BY DEPLOYMENT OF FAIL-SAFE OR FAULT-TOLERANT FEATURES TO THE HIGH-RISK SYSTEM, OR ARE BASED ON A CLAIM, ALLEGATION, OR ASSERTION THAT THE FUNCTIONING OF THE HIGH RISK SYSTEM DEPENDS OR DEPENDED ON THE FUNCTIONING OF THE PRODUCTS, SOFTWARE AND/OR SERVICES, OR THAT THE FAILURE OF ANY PRODUCTS, SOFTWARE AND/OR SERVICES CAUSED A HIGH RISK SYSTEM TO FAIL. THE PRODUCTS, SOFTWARE AND SERVICES SHALL NOT BE USED FOR EMERGENCY RESPONSE SYSTEMS OR TO OPERATE LIFE SAFETY DEVICES.

13. PROPRIETARY RIGHTS. LICENSE.

13.1. **Intellectual Property Ownership.** Each party shall retain ownership of all right, title and interest in and to its pre-existing intellectual property, Confidential Information, materials and/or Deliverables. Buyer grants to Seller a fully paid-up, non-exclusive, non-assignable, non-transferable, non-sublicensable license to use Buyer Material to perform its obligations during the term of the applicable SOW or Order. Upon payment in full of the applicable fees, Seller grants Buyer a fully paid-up, limited, non-exclusive, non-assignable, non-transferable, non-sublicensable, perpetual license to use and reproduce, for Buyer's own internal business operations, the Deliverables (and any Seller Materials solely as provided by Seller as part of the Deliverables). Services will not be interpreted as "work for hire".

13.2. **Software License.** Buyer shall be granted a limited license to use any Software strictly pursuant to the EULA provided by the Product or Software manufacturer, and Buyer shall be bound by and comply with and ensure that its Customer complies with, at all times, any license terms pertaining to such Product or Software. For Software from the manufacturer, "Creston Electronics", if any, the following EULA shall apply <https://www.creston.com/Legal/software-products-on-premises-and-cloudware/cloudware-license-agreement>, as may be updated from time to time. Software associated with a Product is licensed and not sold to Buyer. Buyer shall, and shall cause its Customer to (i) comply with any applicable laws, regulations, industry standards and third party rights in connection with its access to and use of the Software; (ii) accept and comply with all obligations contained in the EULA provided by the Product or Software manufacturer; and (iii) use reasonable and diligent efforts pursuant to industry standards to protect and maintain user

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information collected by Buyer's applications, including personally-identifiable information, from unauthorized access or use. Buyer shall not, and Buyer shall instruct its Customer to not: (i) transfer, assign or sublicense the Software, or its license rights thereto, to any other person, organization or entity, including through rental, timesharing, subscription, hosting, or outsourcing the Software, except as specifically set forth herein; (ii) use the Software for any unauthorized purpose; (iii) attempt to create any derivative version thereof; (iv) remove or modify any marking or notice on or displayed through the Software or documentation; or (v) de-compile, decrypt, reverse engineer, disassemble or otherwise reduce same to human-readable form. In the event Software and/or Services are provided and accessed by Buyer through the internet at a website provided by Seller, Buyer acknowledges and agrees that Seller is not responsible for (i) Buyer's access to the internet, (ii) any breaches of security, interruptions and/or interceptions of information or communication through the internet, and (iii) changes or losses of data through the internet. Further, Buyer acknowledges that security of transmissions over the internet cannot be guaranteed.

14. INDEMNIFICATION.

- 14.1. **By Seller.** Seller hereby transfers any intellectual property indemnity from the manufacturer of Products, Software, and Services to Buyer. Seller's obligation to indemnify Buyer shall not be greater than the intellectual property indemnity provided by the manufacturer of such Products, Software, and Services and shall only apply if Buyer complies with section 14.3 herein. In the event of any such infringement claim, Seller shall, as Buyer's sole and exclusive remedy, and at Seller sole option: (i) procure for Buyer the right to continue using the affected Products, Software or Services; (ii) replace the affected Products, Software, or Services with non-infringing Products, Software or Services; (iii) modify the affected Products, Software, or Services so they are non-infringing; or (iv) if fees were paid in advance, refund any prepaid fees associated with the affected Products, Software, or Services. Seller's indemnification obligation does not apply if (a) Seller followed Buyer's specifications, instructions or designs relating to the Products, Software or Services; (b) Buyer continued to use the Products, Software or Services after Seller informed Buyer of modifications required to avoid infringement; or (c) the alleged infringement results from Buyer's misuse, modification or enhancement of the Products, Software, and/or Services, whatever the case may be, or from the use of such in combination with other products not provided or approved by Seller.
- 14.2. **By Buyer.** Buyer shall indemnify and defend Seller and its affiliates, directors, officers, affiliates, employees, agents, successors, and permitted assigns ("Indemnitees") against any claims, demands, damages, liabilities and expenses (including court costs and reasonable attorneys' fees) that Indemnitees incur as a result of or in connection with: (a) any third-party claims arising from Buyer's: (i) failure to obtain any consent, authorization or license required for Indemnitees' use of Buyer Materials; (ii) use of the Products, Software, or Services in any manner (e.g., solely or in combination) not expressly permitted by these Terms or the applicable license agreement or specifications provided by the Product and/or Software manufacturer or provider of Services; (iii) misuse, modifications, enhancements, or programming to the Products, Software, Services; (iv) breach of its obligations, representations, and warranties under these Terms; or (v) gross negligence or other act or omission in connection with the performance of its obligations under these Terms; (b) Indemnitees' compliance with any technology, designs, instructions or requirements, including any specifications provided by Buyer or a third party on Buyer's behalf; and (c) any reasonable costs and attorneys' fees and expenses required for Indemnitees to respond to a subpoena, court order or other official government inquiry regarding Buyer's use of the Products, Software, or Services.
- 14.3. **Notification.** The indemnified party shall: (i) provide prompt written notice to the indemnifying party; (ii) reasonably cooperate in connection with the defense or settlement of the claim, including providing all reasonable information and assistance to the indemnifying party's cost; and (iii) give the indemnifying party sole control over the defense and settlement of the claim, provided that any settlement of a claim shall not include a specific performance obligation or admission of liability by the indemnified party. Failure to provide timely notice that prejudices

the indemnifying party shall relieve the indemnifying party of its obligations under these Terms to the extent the indemnifying party has been prejudiced and the failure to provide timely notice shall relieve the indemnifying party of any obligation to reimburse the indemnified party for its attorney's fees incurred prior to notification.

- 14.4. The foregoing indemnities are personal to Seller and Buyer and may not be transferred or assigned to anyone. This section 14 states the parties' exclusive remedies for any claims arising under sections 14.1 and 14.2, other than any remedies that may be available against third party manufacturers or providers of the Products, Software or Services.
15. **LIMITATION OF LIABILITY.** TO THE FULLEST EXTENT PERMITTED BY LAW, IN NO EVENT SHALL SELLER BE LIABLE FOR ANY LOST PROFITS, LOST BUSINESS, LOST REVENUE, DELAY DAMAGES, OR ANY OTHER SPECIAL, INCIDENTAL, LIQUIDATED, INDIRECT, PUNITIVE, OR CONSEQUENTIAL DAMAGES, HOWEVER ARISING, EVEN IF THE PARTIES HAVE KNOWLEDGE OF THE POSSIBILITY OF SUCH DAMAGES AND WHETHER OR NOT SUCH DAMAGES ARE FORESEEABLE. FURTHERMORE, TO THE FULLEST EXTENT PERMITTED BY LAW, SELLER'S LIABILITY IN THE AGGREGATE UNDER EACH ORDER ON ANY CLAIM ARISING OUT OF OR CONNECTED WITH THESE TERMS, ANY SUBSCRIPTION, OR THE MANUFACTURE, SALE, DELIVERY OR USE OF THE PRODUCTS, SOFTWARE, OR SERVICES, WHETHER IN TORT (INCLUDING NEGLIGENCE AND STRICT LIABILITY), MISREPRESENTATION, BREACH OF CONTRACT, OR OTHERWISE, SHALL NOT EXCEED THE AMOUNT ACTUALLY PAID FOR THE SUBSCRIPTION WITHIN THE PRECEDING 3-MONTH PERIOD (DETERMINED AS OF THE DATE THE EVENT GIVING RISE TO THE CLAIM).
16. **CONFIDENTIALITY.** The receiving party shall protect the disclosing party's Confidential Information with the same degree of care as the receiving party normally uses in the protection of its own Confidential Information, but in no case with any less degree than reasonable care. The receiving party shall not disclose to any third party any Confidential Information it receives from the disclosing party. Confidential Information excludes information that: (i) is publicly available other than by an act or omission of the receiving party; (ii) subsequent to its disclosure was lawfully received from a third party; (iii) was known by the receiving party prior to its receipt without any breach of any confidentiality obligations; or (iv) was independently developed by the receiving party without use of the disclosing party's Confidential Information. If the receiving party becomes legally obligated to disclose any Confidential Information by subpoena, court order or other lawful government action, the receiving party may disclose the Confidential Information only to the extent so ordered and, to the extent permitted by law, after providing prompt written notification to the disclosing party of the pending disclosure. Neither party may use such Confidential Information in any way for any purpose, except as authorized under the Order or SOW. Either party may disclose Confidential Information to its auditors or attorneys under an obligation of confidentiality no less stringent, or Seller to its affiliates and/or third parties on a need-to-know basis to the extent necessary.
17. **COMPLIANCE WITH LAW.** Each party shall comply with all applicable laws, rules and regulations, including but not limited to, export and import, trade restrictions, FARs, anti-bribery and anti-corruption, anti-money laundering, anti-human trafficking and slavery, environmental protection, and health and safety. Products and Software may be subject to export controls under the laws, regulations, sanctions and/or directives of the United States and other countries, in which case, these Products and Software are only authorized for use (e.g., via a government-approved and issued export license, which Buyer must obtain) by the ultimate end-user in the destination identified in the transaction documents between Seller and Buyer. Buyer shall not sell, export, re-export or transfer, or cause a deemed export or re-export of the Products and Software (in their original form or after being incorporated into other items) to any county or person to which/whom sell, export, re-export or transfer (actual or deemed) is prohibited without first obtaining all required authorizations or licenses. To the extent permitted by law, Buyer shall indemnify and hold Seller harmless from any loss or damage arising from its violation of any such laws, rules, and regulations. Furthermore, Buyer shall not use, transfer or

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access any Products, Software, or Services for end use relating to any nuclear, chemical or biological weapons, or missile technology unless authorized by the manufacturer and the U.S. government by regulation or specific license. If Seller receives notice that Buyer is or becomes identified as a sanctioned or restricted party under applicable law (including without limitation, the U.S. Commerce Department Bureau of Industry and Security (“BIS”) Denied Persons List; Entity List or Unverified List; the U.S. Treasury Department Office of Foreign Assets Control (“OFAC”) Specially Designated Nationals and Blocked Persons List; or the U.S. State Department Directorate of Defense Trade Controls (“DDTC”) Debarred Parties List), Seller will not be obligated to perform any of its obligations under any Order or SOW. Equipment, systems, or services provided by Seller may incorporate, include, or use telecommunications equipment, systems, parts, components, elements, or services that have sourcing restrictions depending on the intended use under section 889 of the National Defense Authorization Act for Fiscal Year 2019 (Pub. L. No. 115-232). It is Buyer’s responsibility to advise Seller whether an Order is funded in any part by funds from or related to the American Reinvestment and Recovery Act (“ARRA”) (Pub. L. No. 111-5) (i.e., Stimulus Funds). Upon request, Seller will provide country of origin information so that Buyer may determine compliance with any applicable requirements under ARRA Section 1605 or any other applicable regulations. While all products listed on GSA Advantage!® meet the requirements of the Trade Agreements Act (“TAA”), as implemented by Federal Acquisition Regulations Part 25, other products sold on the Sites may not meet the requirements. Any federal customer purchasing Product, Software and Services on the Sites will be making an “open market” purchase that is not covered by any contract. Federal customers are advised that the open market purchases are NOT GSA schedule purchases. By purchasing any Product, Software and Services on the open market, Buyer represents that it has authority to make such purchase and has complied with all applicable procurement regulations.

18. **PRIVACY.** Each party shall comply with all applicable laws governing the collection, use and disclosure of Buyer Data. Buyer and Seller agree that, in relation to the Products, Software and Services, the Buyer is the controller of Buyer Data and the Seller is the processor of such data. Buyer and Seller agree that, in relation to Products, Software and Services, Buyer is the controller of Buyer Data and Seller is the processor of such data. Unless a specific agreement has been executed between the parties, by agreeing to these Terms, the parties are deemed to have executed a Customer Data Processing Agreement (“DPA”) as set out in full on Seller’s website, [www.http://wescoconferencerooms.com/dataprivacy](http://wescoconferencerooms.com/dataprivacy), which will have legally binding force on the parties. In the event of any conflict between the terms of the DPA and these Terms, the terms of the DPA will prevail. Buyer acknowledges and expressly consents to Seller, Seller’s subcontractor and “Crestron Electronics” accessing and using the Buyer Data. Buyer further acknowledges and expressly agrees that the following policies shall apply to the collection, transmission, storage, access, use, and processing of Buyer Data from Buyer downloading, installing, copying, accessing or using the Products, Software and/or Services: (i) Seller’s Privacy Notice as published at [www.http://wescoconferencerooms.com/dataprivacy](http://wescoconferencerooms.com/dataprivacy), as may be updated from time to time, and (ii) for those Products and Software from the manufacturer, “Crestron Electronics”, if any, <https://www.crestron.com/legal/privacy-policy> and <https://www.crestron.com/legal/crestron-privacy-statement-regarding-internet-data-collection> respectively; both of which may be updated from time to time. Upon written notice to Seller, Buyer has the express right to terminate Seller’s, Seller’s subcontractor’s and “Crestron Electronics” right to access or use the Buyer Data. Such termination shall serve as Buyer’s termination of its Subscription pursuant to Section 10.4. Buyer acknowledges that Seller is headquartered in the United States and operates globally, and that data collected by Seller from Buyer in connection with these Terms may be transferred into and processed in the United States or other locations and expressly consents to such transfer and processing., which will have legally binding force on the parties. In the event of any conflict between the terms of the DPA and these Terms, the terms of the DPA will prevail. Buyer also acknowledges that the Products, Software and Services may use third party solutions and other functionality. By purchasing such Services,

Buyer expressly consents to (and shall procure all required consents from its personnel, representatives and agents) to the collection, transmission, storage, access, and processing of Buyer Data in accordance with the terms of such third-party policies as may be specified in the Order Confirmation and for those Products and Software from the manufacturer, “Crestron Electronics”, if any, the following policies apply <https://www.crestron.com/legal/privacy-policy> and <https://www.crestron.com/legal/crestron-privacy-statement-regarding-internet-data-collection> respectively; both of which may be updated from time to time.]

Buyer shall maintain a formal security program in accordance with industry standards that is designed to: (i) ensure the security and integrity of Personal Data; (ii) protect against threats or hazards to the security or integrity of Personal Data; and (iii) prevent unauthorized access to Personal Data. Buyer shall promptly notify Seller of any failure of such security measures, practices, and procedures to accomplish the foregoing protection or regarding any security breach or incident related to Personal Data, and shall promptly provide Seller, as applicable, with full and detailed written information regarding such failure, incident or breach and fully cooperate with and assist Seller, as applicable, in any efforts to address or otherwise respond to such failure, incident or breach.

19. **FORCE MAJEURE.** Seller shall not be liable for any failure to perform its obligations under these Terms resulting directly or indirectly from, or contributed to or by acts of God, acts of terrorism, civil or military authority, epidemic or pandemic, fires, strikes or other labor disputes, accidents, floods, war, riot, inability to secure raw material or transportation facilities, hacking or other malicious attack, dissolution of the applicable manufacturer’s business, acts or omissions of carriers, or any other circumstances beyond Seller’s reasonable control.
20. **LAW. VENUE.** These Terms and any transactions contemplated herein shall be governed according to the substantive laws of the Commonwealth of Pennsylvania, without regard to principles of conflicts of law, and shall not be governed by the U.N. Convention on the International Sale of Goods. Any issue, dispute or controversy (“Dispute”) between the parties, including with respect to contract formation or the interpretation of these Terms, that cannot be commercially resolved by the parties shall, at Seller’s election, be submitted to nonbinding mediation as a condition precedent to litigation. If Seller elects mediation, the parties shall mutually agree upon the mediator and shall share equally in the mediator’s fees. If Seller does not elect mediation or the parties cannot resolve their Dispute through the mediation process, the parties hereby consent to (i) the exclusive jurisdiction and venue of the state or federal courts located in Allegheny County, Pennsylvania and shall not contest or challenge the personal jurisdiction or venue of such courts, and (ii) extra-territorial service of process. **TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, THE PARTIES HERETO EXPRESSLY WAIVE ANY RIGHT TO TRIAL BY JURY IN ANY ACTION, SUIT OR PROCEEDING ARISING IN OR IN CONNECTION WITH THESE TERMS AND THE TRANSACTIONS CONTEMPLATED HEREIN.** Notwithstanding the foregoing, if Seller is sued in any other jurisdiction or forum (including but not limited an arbitration proceeding) for matters related to any Products, Software or Services sold to Buyer, Seller shall have the right to join Buyer as a party to any such proceeding, and Buyer hereby consents to such joinder.
21. **RELATIONSHIP OF PARTIES.** The parties are independent contractors and expressly disclaim any partnership, franchise, joint venture, agency, employer/employee, fiduciary or other special relationship. A person who is not a party to these Terms shall not have any benefit or rights under or in connection with either.
22. **INSURANCE.** Seller requires that Buyer procures and maintain, at its sole expense, insurance with coverage at least equal to what a prudent company would carry under similar circumstances or as required by law and will provide details of its insurance coverage upon request.
23. **GENERAL.** These Terms constitute the entire, integrated agreement between the Buyer and Seller related to the subject matter of these Terms and any subsequent purchases made by the Buyer from Seller on the Sites, and any and all discussions, understandings, agreements, representations, courses of dealings, customs, and usages of trade heretofore made or engaged in by the parties with respect to the subject

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matter hereof are merged into these Terms which alone fully and completely expresses the parties' agreement. These Terms shall be construed and interpreted without regard to any presumption or rule requiring construction or interpretation against the party drafting an instrument or causing any instrument to be drafted. No amendments, modifications, waivers, rescission or termination of these Terms can be made through the parties' course of dealings and no such change can be made except in writing and signed by authorized representatives of the parties. Failure by a party to exercise any right or remedy under these Terms shall not be deemed a waiver of such right or remedy unless in writing signed by the party, nor shall any waiver be implied from the acceptance of any payment. No waiver by a party of any right shall extend to or affect any other right, nor shall a waiver by a party of any breach extend to any subsequent breach. Buyer shall not assign these Terms, by operation of law or otherwise, without the express written approval of Seller. Any attempt to assign or transfer all or any part of these Terms without first obtaining that written consent will be void or voidable, at Seller's election. Buyer acknowledges and agrees that Seller shall have the right to subcontract the provision of any portion of the Services to a third party. Any provision of these Terms that is prohibited or unenforceable in any jurisdiction shall, as to such jurisdiction, be limited or eliminated to the minimum extent required by that jurisdiction, and the remaining provisions shall remain in full force and effect. Buyer acknowledges that the terms or content of any hyperlinked document, as amended from time to time, are incorporated in these Terms by reference and that it is Buyer's responsibility to review the terms or content in the hyperlinks referenced. All notices under these Terms must be in writing (e.g., e-mail or physical mail) and addressed to the other party at its address set forth in the Order Confirmation.