

## Additional Terms & Conditions (for Statement of Work)

These Additional Terms & Conditions ("Terms") are part of the accompanying Statement of Work (the "**Statement of Work**") and hereby incorporated and made a part of the Statement of Work.

1. Capitalized terms used but not defined herein have the meanings ascribed to them in the Statement of Work.
2. Client will take delivery of and responsibility for the equipment in the United States. The terms for all orders and deliveries pertaining to the effort contemplated herein will be FOB Los Angeles. Client will be responsible for loading, shipment, and transit from delivery in the US to the destination.
3. Profound Technologies will retain ownership of any intellectual property produced for this effort, whether before or during the implementation, including schematics, drawings, and tactical plans.
4. Client grants Profound Technologies the ability to access remotely the audio/visual and relevant IT systems connected to the related technologies provided, implemented, and/or managed by Profound Technologies.
5. Profound Technologies will define the Project Lead for the duration of the implementation until the completed project is handed over to the Client. The Project Lead may or may not be physically on site during the entirety of the implementation effort. Therefore, a site foreman will be defined and established, as well.
6. Client consents Profound Technologies' use of subcontractors and local subcontractor labor.
7. Any software supplied by Profound Technologies to Client or utilized by Profound Technologies on any equipment relevant to the above Scope of Work is licensed for one (1) year from the date the system is completed and given to Client, as defined by Profound Technologies submitting the final 10% milestone invoice. Additional yearly licenses for additional rooms/systems may be purchased at a per-room price of \$1,000. Software updates will require an active or current license.
8. If not under a managed video service level agreement, the Client may open a service ticket with Profound Technologies, which will be received by Profound Technologies and processed in one or more of the following ways:
  - a. If the cause of the service ticket is found to likely be directly caused by or effected during the implementation rendered by Profound Technologies, and is deemed as "on-site necessary," Profound Technologies will arrange for a site visit on a best-effort basis, typically within two weeks of escalation to "on-site necessary." This will be at no cost to the Client.
  - b. If the cause of the service ticket is found to be unrelated to Profound Technologies' implementation, and is deemed as "on-site necessary," a service visit estimate will be provided to the Client based on urgency. Or, if 8.a already occurred, a service invoice will be provided to the Client.
  - c. In all cases above, if Profound Technologies discovers failed equipment or suspects failed equipment to be the cause of a service ticket, and if said equipment is still under manufacturer warranty, a service estimate will be provided to the Client for the professional services inherent to the uninstallation, RMA processing, shipping, receiving, and reinstallation of said equipment.
9. If the Client is under a managed video service level agreement, all service requests will be handled as described therein.
10. Any software subscriptions, licenses, or similar related to Zoom or other monthly or yearly subscriptions will be provided by Client, including at the commencement of the implementation (i.e. initial and recurring Zoom subscriptions will not be provided by Profound Technologies).
11. Any warranties under the Master Agreement:
  - a. With respect to goods shall only apply to goods manufactured by Contractor/Supplier and are inapplicable to 3<sup>rd</sup> party goods, which are governed by §C of the Statement of Work (entitled 'Warranties')
  - b. With respect to services are instead governed by §C of the Statement of Work (entitled 'Warranties') and not by other warranties.

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12. All late payments by Client under the Statement of Work or Master Agreement shall bear interest at the lesser of the rate of 1.5% per month or the highest rate permissible under applicable law, calculated daily and compounded monthly. Client shall also reimburse Contractor for all reasonable costs incurred in collecting any late payments or enforcing the Master Agreement or the Statement of Work, including, without limitation, reasonable attorneys' fees. In addition to all other remedies available under this Agreement or at law (which Contractor does not waive by the exercise of any rights hereunder), Contractor shall be entitled to suspend the provision of any goods and services if Client fails to pay when due hereunder and such failure continues for ten (10) days following written notice thereof.

13. The following sections of the Master Agreement shall be inapplicable to the Statement of Work:

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| <b>Part II, A - §8, §9</b>  |
| <b>Part II, B - §3, §7, §8, §12.2, §12.3, §13</b>   |
| <b>Part II, C - §1(b), §2(i) 1st sentence, §4.4 last sentence, §4.13, §5.2 2nd, 3rd, and 4th sentences, §5.3, §6 2nd sentence, §7.5, §8.3, §8.6, §9.1, §9.3, §9.5, second sentence, §12.2, §13.1, §13.2, §13.10</b> |
| <b>Part III, a - §2.2, §2.5, §3.3 clause (iii), §3.4, §3.5, §5.1, §6.1, §6.2, §6.3, §8, §8.1, §8.2, §9, §11.1, §12.3, §13.1, §13.2, §18, §20, §22</b>   |
| <b>Schedules - E (entitled 'Service Level Credits') and F (entitled 'Penalties')</b>  |

14. The Master Agreement is hereby amended as follows:

Part II, B §§1.1- §1.5 are deleted in their entirety and replaced with the following:

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| <p>1. Services</p> <p>1.1 Client hereby engages the services of Contractor to provide the Services in connection with implementation and support services for the Licensed Software, as detailed in Schedule C (Statement of Work) and in accordance with the terms thereof.</p> <p>1.2 The Services shall commence on and end on the dates specified in the Statement of Work (such period, the "Service Term") unless sooner terminated in accordance with the terms of this Master Agreement.</p> |
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Part II, B §9.1 - §9.2 are deleted in their entirety and replaced with the following:

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| <p>IN NO EVENT SHALL CONTRACTOR BE LIABLE TO CLIENT OR TO ANY THIRD PARTY FOR ANY LOSS OF USE, REVENUE, OR PROFIT OR LOSS OF DATA OR DIMINUTION IN VALUE, OR FOR ANY CONSEQUENTIAL, INCIDENTAL, INDIRECT, EXEMPLARY, SPECIAL, OR PUNITIVE DAMAGES WHETHER ARISING OUT OF BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), OR OTHERWISE, REGARDLESS OF WHETHER SUCH DAMAGE WAS FORESEEABLE AND WHETHER OR NOT CONTRACTOR HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, AND NOTWITHSTANDING THE FAILURE OF ANY AGREED OR OTHER REMEDY OF ITS ESSENTIAL PURPOSE.</p> <p>IN NO EVENT SHALL CONTRACTOR'S AGGREGATE LIABILITY ARISING OUT OF OR RELATED TO THE MASTER AGREEMENT, WHETHER ARISING OUT OF OR RELATED TO BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), OR OTHERWISE, EXCEED THE AGGREGATE AMOUNTS PAID TO CONTRACTOR FOR SERVICES PURSUANT TO THE MASTER AGREEMENT IN THE 12 MONTH PERIOD PRECEDING THE EVENT GIVING RISE TO THE CLAIM.</p> <p>CONTRACTOR MAKES NO WARRANTIES EXCEPT FOR THAT PROVIDED IN EITHER PART II, C, §2 BELOW OR EXPRESSLY STATED IN THE STATEMENT OF WORK. ALL OTHER WARRANTIES, EXPRESS AND IMPLIED, ARE EXPRESSLY DISCLAIMED.</p> |
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Part II, B §10 (entitled 'Transfer Assistance') is modified by deleting the phrase "at no additional charges" and replacing it with "at Contractor's regular rates and charges".

Part II, B §11.1-§11-2 are deleted in their entirety and replaced with the following:

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| <p>11.1 Contractor will provide Client with commercially reasonable assistance in meeting Client's audit requirements during the Service Term.</p> |
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Part II, C, §1(a) is amended by adding the following at the end of the section:

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| <p>Client is responsible for coordinating the services of the other contractor(s) with the services of Contractor, and Contractor shall not be liable for any delay resulting from the acts or omissions of the other contractor(s), in which event timetable shall be</p> |
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deemed changed accordingly.

Part II, C §8.1 - §8.2 are deleted in their entirety and replaced with the following:

8.1 Either party may terminate this Master Agreement with or without cause by giving written notice to the other party at least thirty (30) days before the intended date of termination.

8.2 Either party may terminate this Master Agreement for material breach of any of the material provisions hereof by written notice to the other party, which shall take effect immediately upon the issuance thereof without need for court action or arbitration.

Part II, C §8.5.3 is deleted in its entirety and replaced with the following:

8.5.3 Client shall pay all accrued Fees, expenses, and amounts as of the date on which termination takes effect, together with lost profits.

Part II, C §8.5.4 is deleted in its entirety and replaced with the following:

8.5.4 After termination and final payment, Contractor will promptly return all relevant data, information, documents and all other relevant materials used by Contractor in relation to the Agreement, in addition to all those owned, provided by or paid for by Client. All relevant materials shall be returned in the same format in which they were originally delivered.

Part II, C §8.5.5 is deleted in its entirety and replaced with the following:

8.5.5. If applicable, Contractor shall immediately delete all data and applications specific to the performance of this Master Agreement from its systems, provided however that Contractor shall be entitled to retain a copy for archival and compliance purposes only, in accordance with its document retention policies.

Part II, C, §12.3 is deleted in its entirety and replaced with the following:

Client may assign this Master Agreement to any wholly-owned subsidiary of Client by written notice to Contractor, provided however, that Client shall remain primarily liable for all of its obligations to Contractor under this Master Agreement and any

Statement of Work.

Part II, C, §13.1 is deleted in its entirety and replaced with the following:

13.1 This Master Agreement, any Statement of Work, all related documents including all exhibits and schedules attached hereto or thereto, and all matters arising out of or relating to this Master Agreement, whether sounding in contract, tort, or statute are governed by, and construed in accordance with, the laws of the Commonwealth of Pennsylvania, United States of America (including its statutes of limitations, without giving effect to the conflict of laws provisions thereof to the extent such principles or rules would require or permit the application of the laws of any jurisdiction other than those of the Commonwealth of Pennsylvania.

Each Party irrevocably and unconditionally agrees that it will not commence any action, litigation or proceeding of any kind whatsoever against the other Party in any way arising from or relating to this Agreement, including all exhibits, schedules, attachments and appendices attached to this Agreement, and all contemplated transactions, including contract, equity, tort, fraud and statutory claims, in any forum other than the United States Court for the Eastern District of Pennsylvania or, if such court does not have subject matter jurisdiction, the courts of the Commonwealth of Pennsylvania sitting in Chester County, and any appellate court from any thereof. Each Party irrevocably and unconditionally submits to the exclusive jurisdiction of such courts and agrees to bring any such action, litigation or proceeding only in United States Court for the Eastern District of Pennsylvania or, if such court does not have subject matter jurisdiction, the courts of the Commonwealth of Pennsylvania sitting in Chester County. Each Party agrees that a final judgment in any such action, litigation, or proceeding is conclusive and may be enforced in other jurisdictions by suit on the judgment or in any other manner provided by law.

Part III, a, §5.2 is deleted in its entirety and replaced with the following:

Buyer may assign any Purchase Order to any of its affiliates or subsidiaries or to any third party in connection with any merger, acquisition, restructuring, disposal, change of control, or sale or

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other transaction in relation to all or substantially all or part of Buyer's business and/or assets upon written notice to Supplier, provided however, that Buyer shall remain primarily liable for all of its obligations to Supplier.

Part III, a, §12.1 is deleted in its entirety and replaced with the following:

12.1. Either party may terminate the Purchase Order and/or relevant agreement without cause by giving written notice to the other party at least thirty (30) days before the intended date of termination.

Part III, a, §12.2 is deleted in its entirety and replaced with the following:

12.2. Either party may terminate the Purchase Order and/or relevant agreement for breach of any of the provisions of these STC by written notice to the other party, which shall take effect immediately upon the issuance thereof without need for court action or arbitration.

Part III, a, §21 is deleted in its entirety and replaced with the following:

### 21 JURISDICTION AND COURT VENUE

The STC, and all matters arising out of or relating to the STC or any Purchase Order, whether sounding in contract, tort, or statute are governed by, and construed in accordance with, the laws of the Commonwealth of Pennsylvania, United States of America (including its statutes of limitations, without giving effect to the conflict of laws provisions thereof to the extent such principles or rules would require or permit the application of the laws of any jurisdiction other than those of the Commonwealth of Pennsylvania.

Each Party irrevocably and unconditionally agrees that it will not commence any action, litigation or proceeding of any kind whatsoever against the other Party in any way arising from or relating to these STC, including all related Purchase Orders, and all contemplated transactions, including contract, equity, tort, fraud and statutory claims, in any forum other than the United States Court for the Eastern District of Pennsylvania or, if such court does not have subject matter jurisdiction, the courts of the Commonwealth of Pennsylvania sitting in Chester County, and any appellate court from any thereof. Each Party irrevocably and unconditionally submits to

the exclusive jurisdiction of such courts and agrees to bring any such action, litigation or proceeding only in United States Court for the Eastern District of Pennsylvania or, if such court does not have subject matter jurisdiction, the courts of the Commonwealth of Pennsylvania sitting in Chester County. Each Party agrees that a final judgment in any such action, litigation, or proceeding is conclusive and may be enforced in other jurisdictions by suit on the judgment or in any other manner provided by law.