



Hardware as a Service Agreement (HaaS Agreement)

This Hardware as a Service Agreement (“HaaS”) is entered into by and between Visix and Client as of the later date signed below (the “Effective Date”). The Parties acknowledge and agree this HaaS is an Exhibit of the Master Agreement.

1.0 Services.

- 1.1 Hardware as a Service.** Pursuant to this HaaS, Visix will provide Client with certain media players and/or Connect room signs (the “Hardware”) as set forth in the Quote and the right to use the Hardware as applicable (collectively, the “Service”).
- 1.2 Hardware.** The Hardware provided as part of this HaaS will be the sole property of Visix or its licensors or service providers. Client will have no rights whatsoever in or to the Hardware other than the right to use the Hardware during the Term as provided in the Quote. Client acknowledges and agrees that this HaaS is a services agreement, and nothing herein will be deemed or construed as a lease or other grant or transfer of any real or personal property. Specifically, Client acknowledges and agrees that Client has not been granted any real property interest in any Hardware and Client has no rights under any real property or landlord/tenant laws, regulations, or ordinances pursuant to this HaaS.
- 1.3 License.** Upon execution of this HaaS and payment of the fees set forth in the Quote, Client shall be granted a non-exclusive, non-transferable, and non-sublicensable license for the Term (as defined in the Quote) to use the quantities of each item of Hardware identified in the Quote and the device on which such Hardware is delivered, if any, within the parameters associated with the applicable license type.
- 1.4 Included Support.** Visix will provide remote technical support for the Hardware exclusively by email and phone (“Support”) during published business hours (“Business Hours”) Monday through Thursday 08:30 to 18:00 Eastern Time and Friday 08:30 to 17:00 Eastern Time, excluding published holidays. Holiday closings are published annually and posted online at <https://www.visix.com/services/support/>. All Support inquiries must be communicated to Visix via one of the following:

Email: support@visix.com
Online form: <https://www.visix.com/client-support/support-ticket/>
Phone: +1 770 446 1416
Phone (toll-free): +1 800 572 4935

2.0 Pricing and Payment.

- 2.1 Pricing.** Pricing for the Service is set forth in the Quote.
- 2.2 Payment.** Payment terms for the Service is subject to the terms and conditions set forth in the Quote. Client shall pay Visix an annual hardware service fee (the “Hardware Service Fee”) set forth in the Quote. The Initial Term, as more fully described herein, commences on the go-live date, which is based on the estimated go-live date, which is set thirty (30) days from the receipt of Client’s purchase order. Client acknowledges and agrees that if Visix does not receive written notice from Client of a request for Service termination, then Client shall continue to pay Visix the total annual fee as long as Client’s account remains active, regardless if Client is using the HaaS. The Hardware Service Fee is non-refundable and there will be no credits for partial months of use or months unused with an open account. For an additional fee, Client may contract for additional hardware services and/or services from Visix at any time pursuant to an executed sales quote. Costs, taxes, and expenses are subject to the pricing and payment terms set forth in the Quote.



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3.0 Responsibilities.

3.1 Client Responsibilities. Client may use the Service for any legal purpose, provided such use does not violate this HaaS or the Master Agreement. Client shall furnish a sufficient number of experienced personnel and deliver all necessary access, information, and materials in a timely fashion. Visix will not be responsible for any delays, cost overruns, or liability resulting from Client failing to meet such obligations or the obligations set forth below. To facilitate prompt and efficient completion of the work, Client and Client's personnel shall fully cooperate with Visix and its personnel in all respects, including, without limitation, providing information as to Client requirements, providing access to Client's facilities, systems, equipment, and hardware, and providing access to all necessary information regarding Client's facilities and systems, as well as providing space for Visix's personnel to work at Client's facility if necessary. If Visix determines that the Service requires Visix to remotely access Client's computer systems, Client agrees that Client shall also provide Visix with all information reasonably requested by Visix for Visix to remotely access Client's computer systems. Client will be responsible for making, at its own expense, any changes or additions to Client's current systems, software, and hardware that may be required to support performance of the Service. Client acknowledges and agrees that the providing of the Service may in some circumstances result in the disruption of other services at Client's facility or on Client's computer systems or loss or damage to software or hardware. Client is strictly liable for the acts and omissions of each of Client's officers, employees, contractors, agents, and other representatives with respect to this HaaS.

3.2 Visix Responsibilities. Per the terms of this HaaS, Visix will configure, install, and maintain the Hardware per the terms set forth in the Quote.

3.3 Risk of Loss. Risk of loss for the Hardware shall transfer to Client upon the delivery of the Hardware to Client. Client shall be liable to Visix for all damage, other than normal wear and tear, to the Hardware.

3.4 Non-Returned Hardware. If the applicable Term has expired or the HaaS was terminated by either Party, and Client fails to return the Hardware to Visix as required hereunder, then Visix will invoice Client for such Hardware at a rate based on the last suggested retail price, as applicable, and Client agrees to pay such invoice.

4.0 Limited Warranty; Limitation of Liability.

4.1 Limited Warranty. Visix warrants that, subject to this **Section 4.0**, during the applicable Term of this HaaS, the Hardware will be free from any material defects in materials or workmanship, provided it is used in accordance with the terms of this HaaS and the Master Agreement. This warranty shall not apply to any non-conformance: (i) that Visix cannot recreate after exercising commercially reasonable efforts to attempt to do so; (ii) caused by misuse of the Hardware or by using the Hardware in a manner that is inconsistent with this HaaS, the Master Agreement, or published documentation; (iii) arising from the modification of the Hardware by anyone other than Visix; (iv) resulting from damage other than normal wear and tear to the Hardware by Client; or (v) caused by any problem or error in third party software or hardware not provided by Visix with the Hardware, regardless of whether or not the Hardware is designed to operate with such third party software or hardware. Client must comply with the published Visix RMA Policy when making a warranty claim.

4.2 Obligations of Visix. Visix's sole obligation and Client's sole and exclusive remedy for any breaches of the warranty stated in **Section 4.1** shall be for Visix to replace the Hardware.

5.0 Limitation of Liability. The Service is not guaranteed against eavesdroppers, hackers, attacks, viruses, or interceptors, and Client agrees that Visix shall not be liable to Client or end users for any lack of privacy or security unless Visix fails to use reasonable efforts to prevent (and fails to cause the carriers to use reasonable efforts to prevent) such actions.



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6.0 Term and Termination.

6.1 Term. The term commences on the HaaS Effective Date and will continue for a period of one (1) year (the "Initial Term"), and thereafter shall automatically renew for successive one (1) year periods unless and until terminated in writing to Visix (each, a "Renewal Term" and collectively with the Initial Term, the "Term"). Notwithstanding the foregoing, the Term shall continue, and the fees charged shall remain in effect, while Client continues to receive the Service from Visix.

6.2 Termination. This HaaS may be terminated by either Client or Visix following the Initial Term. Either Party may also terminate this HaaS by providing the other Party with prior, written notice ("Termination Notice") at least ninety (90) days ("Termination Notice Period") prior to the end of the then-current Initial Term or Renewal Term ("Termination Date").

6.3 Suspension. Client acknowledges and understands that Client's abuse or misuse of the Service could adversely affect Visix. Visix reserves the right to limit or suspend Client's use of the Service in the event of any abuse or misuse of the Service by Client, including, without limitation, any use that Visix determines, in its sole discretion, may adversely affect Visix.

7.0 Right of First Refusal. In the event that Client wishes to utilize additional hardware similar to the Hardware, the Parties shall negotiate in good faith a separate agreement to cover such hardware. Visix shall have a right of first refusal with respect to providing hardware similar to the Hardware to Client and any of its related or affiliate companies.