



## 30 SECOND ADS TERMS AND CONDITIONS

1. **Scope.** These Terms and Conditions apply to the supply of any goods or services by 30 Second Ads, LLC (“30 Second Ads”). The acceptance of any quotation, proposal, or offer (“Order”) to supply, install and maintain hardware, displays, and related accessories (“Equipment”) as well as software and related services offered by 30 Second Ads is the complete statement of the agreement superseding all oral and written communications concerning it between 30 Second Ads and the Customer (as identified on an Order). Any attached Statement of Work (“SOW”) included with an order takes precedence to the extent the SOW may have any conflict with these Terms and Conditions. Customer is responsible for complying with 30 Second Ads site preparation and other Product (as identified by Part # in the Order).

2. **Prices, Delivery, Invoices and Payment.** Product prices stated on the Order are applicable to this Order only. 30 Second Ads will deliver shipped Products FOB Origin (Point of Shipment) – Freight Prepaid and Added to Buyer’s Invoice. Prices do not include, and Customer will pay 30 Second Ads for, all applicable shipping, insurance, installation and distribution charges, fuel surcharges, and any sales, use and like taxes. 30 Second Ads may change its prices and rates at any time; however, changes will not affect Orders accepted prior to the effective date of the change. If 30 Second Ads stores Products at Customer’s request, Customer will pay applicable storage fees. Title to Products (other than software and deliverables licensed to Customer) and risk of loss pass to Customer and delivery occurs when 30 Second Ads has tendered the Products to: (a) the carrier for delivery to Customer or Customer’s agent; or (b) if Customer requests 30 Second Ads to store Products for Customer, the applicable storage facility. 30 Second Ads will invoice Customer for Equipment, software and supplies on delivery; in advance for recurring services and rental; and monthly for non-recurring services and deliverables. If Customer cancels or delays delivery, Customer will pay 30 Second Ads invoice for applicable cancellation or delay charges. Payments are due upon Customer’s receipt of invoice. If 30 Second Ads does not receive payment within 30 days of the invoice date, 30 Second Ads reserves the rights to: (a) charge late fees of the lesser of 1.5% per month or the maximum allowed by law, (b) repossess the applicable Products, and (c) suspend services or other deliveries, without waiving 30 Second Ads right to payment. 30 Second Ads retains a purchase money security interest in each Product until Customer pays for it. Customer appoints 30 Second Ads as Customer’s agent to sign and file a financing statement to perfect 30 Second Ads interest.

3. **Licenses.** Subject to Customer’s payment of all license fees, 30 Second Ads grants Customer a non-transferable, non-exclusive license to use software (including deliverables defined under an attached SOW), in object code form only, only at the installation/shipping address for location/site listed on an Order and on the number of units of the class(es) and model(s) stated on the front of this Order. This license begins on delivery and terminates automatically if Customer violates this Section 3. On termination, Customer will immediately stop using the software and either return or destroy all copies. Software bearing the logo or copyright notice of a third party is subject to the third party’s license terms. Customer may not: copy software (except a single archival copy) or deliverables; transfer, assign, disclose, sublicense or distribute them to any party; or use them other than as allowed by this Order. 30 Second Ads will consent to Customer’s transfer of software only to parties who sign 30 Second Ads then-current order form or other license agreement and who pay any applicable fees. Customer will retain copyright notices and proprietary legends on all copies of software Customer possesses or transfers. 30 Second Ads or its licensors retain ownership of all software and deliverables. Customer will not take any steps, such as reverse assembly or reverse compilation, to derive a source code equivalent of software. The terms of this Section 3 will apply to any fixes, patches, derivatives, updates, and upgrades which 30 Second Ads may provide to Customer. Customer is not licensed to use any diagnostic tools that 30 Second Ads may provide, and Customer agree not to copy or use them, or disclose them to any third party without 30 Second Ads express written consent. 30 Second Ads may delete or remove diagnostic tools at any time without notice. DIAGNOSTIC TOOLS, IF ANY, ARE PROVIDED “AS IS”.

#### **4. Maintenance and Support Services.**

4.1. Maintenance services have an initial term as stated on the front of this Order. If applicable as reflected in the Order, the maintenance services will automatically renew for additional one year terms unless Customer or 30 Second Ads provides written notice of non-renewal at least 90 days prior to the renewal date. 30 Second Ads may change its prices and rates for time and material services at any time, and may change its prices and rates for recurring maintenance services annually, but in no event shall a price increase during the term exceed the annual percentage increase in the Consumer Price Index for Services For All Urban Consumers plus 2%. During the term of a maintenance service contract, 30 Second Ads will maintain covered 30 Second Ads Equipment to operate in accordance with its published specifications, and covered non-30 Second Ads Equipment to operate substantially as it did at the time of original purchase, normal wear and tear excepted. 30 Second Ads prepaid maintenance services include parts, and labor during covered hours. 30 Second Ads is not obligated to provide software services for any supported software that has been altered other than by 30 Second Ads or at 30 Second Ads direction. The life of Equipment is dependent on its installation environment and level of use. 30 Second Ads may move Equipment to "end of life" support status by providing at least one year notice. 30 Second Ads will continue to maintain Equipment in end of life status on a best efforts basis, subject to the availability of parts, but that Equipment will no longer be included in any service level commitment or performance guarantee.

4.2. Customer is required promptly to notify 30 Second Ads of any Equipment malfunctions or defects via 30 Second Ads toll-free telephone support hotline to the 30 Second Ads "Help Desk" or via the web-based support chat link (located at the bottom right side of the website footer – [www.30secondads.com](http://www.30secondads.com)) provided as part of 30 Second Ads support services. As part of these services, 30 Second Ads will provide a toll-free telephone hotline (1-800-590-7911) with respect to the Equipment. Upon receipt of such notification, 30 Second Ads will use its commercially reasonable best efforts to respond and to diagnose the problem. Upon receipt of such notification, a 30 Second Ads certified support technician ("Support Technician") will attempt to diagnose the Equipment malfunction or defect and make a determination as to whether a replacement item of Equipment is required. If a replacement item of Equipment is required, the Support Technician will issue a returned merchandise authorization ("RMA") number, which will constitute Customer's authorization to return the failed or malfunctioning item of Equipment (if still under manufacturer warranty) to 30 Second Ads at 30 Second Ads cost (known as "Advance Exchange" or "Hot Swap"). Once a RMA number has been assigned to Customer, 30 Second Ads will dispatch the replacement item of Equipment within two (2) business days (excluding weekends and holidays) of the Support Technician determination that a replacement item of Equipment is required. 30 Second Ads will pay all shipping charges and bear all risk of loss with respect to any replacement item of Equipment prior to the delivery of the replacement item of Equipment to Customer.

4.3. Customer will complete Customer's responsibilities relating to the maintenance services as described in any attached SOW. Customer will provide 30 Second Ads with a list of all Equipment and authorized locations to be supported hereunder as listed on and as of the effective date of the Order. Customer is responsible for selecting the Equipment, back-up services, and for safeguarding all data. Customer will provide 30 Second Ads service personnel with safe and reasonable access, working space, and facilities. Customer will provide access to Customer's networks, systems, data and relevant information, as necessary, to allow 30 Second Ads to perform services. Customer will allocate appropriate resources and use all commercially reasonable efforts to avoid delay. If a unit of equipment has been in service for more than five years and incurs excessive service actions due to its age, operating environment, or level of use, 30 Second Ads may request to perform a customer-chargeable overhaul to extend its useful life. If Customer is unwilling to pay for the overhaul, 30 Second Ads may terminate services offered under this Section 4 with respect to that unit of Equipment upon 90 days written notice

#### **5. Warranties and Indemnity.**

5.1. 30 Second Ads warrants that equipment, software, deliverables and supplies bearing 30 Second Ads logo or copyright will be free from defects in material and manufacturing, and will materially conform to 30 Second Ads published specifications in effect on the purchase date, for 90 days after delivery. If during the warranty period Customer notifies 30 Second Ads of any material non-conformance, 30 Second Ads will correct the non-conformity (through repair, replacement or otherwise) in accordance with its standard warranty service terms and this Order

5.2. For Non-30 Second Ads Equipment (i.e. third party OEM and not bearing 30 Second Ads logo or copyright) and unless provided to the contrary in an Order, 30 Second Ads hereby assigns to Customer all assignable end user warranties received from the licensors of any Non-30 Second Ads Equipment distributed by 30 Second Ads to Client pursuant to these Terms and Conditions. Products that bear the logo or copyright of another company will be subject to that company's warranty and support terms and 30 Second Ads will have no warranty or support obligations with respect to such Products. 30 Second Ads will act as the primary contact for Customer to initiate and manage the warranty claim with the applicable equipment manufacturer. Except as provided herein, all such Products are provided AS-IS. Additionally, problems not covered by 30 Second Ads include those resulting from: unauthorized alterations or attachments; negligence, abuse or misuse, including failure to operate the Product in accordance with specifications or interface requirements; failure of goods or services not obtained from 30 Second Ads or not subject to a then-effective 30 Second Ads warranty or maintenance agreement; improper handling, use or storage of supplies; and, fire, water, acts of God or other catastrophic events. 30 Second Ads makes no warranty that data or analysis is correct or accurate or that a Product will yield any specific business result, even if an expected business result is identified elsewhere in this Order. 30 Second Ads does not warrant that Products will operate uninterrupted or error free, or that all deficiencies, errors, defects or non-conformities will be corrected. EXCEPT AS OTHERWISE STATED HEREIN, THERE ARE NO WARRANTIES, ORAL OR WRITTEN, EXPRESS OR IMPLIED. THERE ARE NO WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. Customer's rights and remedies set forth in this Order are exclusive and in lieu of all other rights and remedies related to any Product (except to the extent that applicable law prohibits agreements to disclaim warranties or limit liabilities).

5.3. 30 Second Ads warrants that services will be provided by trained and experienced personnel in a professional manner consistent with industry standards and as described in any attached SOW. If Customer notify 30 Second Ads within 30 days of the date of performance of any material non-conformance, 30 Second Ads will re-perform the services.

5.4. 30 Second Ads will defend any claim or suit brought against Customer alleging that a Product (excluding any non-30 Second Ads Equipment or Software) infringes a patent, copyright or trade secret and will pay all costs and damages finally awarded as a result thereof, if Customer promptly notifies 30 Second Ads of the claim and gives 30 Second Ads reasonably requested information and cooperation and sole authority to defend and settle the claim. In handling the claim, 30 Second Ads may obtain for Customer the right to continue using the Product, or may replace or modify it so that it becomes non-infringing, or, if the foregoing are not reasonably available, 30 Second Ads will refund license fees paid for infringing software. 30 Second Ads is not obligated to indemnify Customer if the alleged infringement arises from: the use of a Product in connection with goods or services not furnished by 30 Second Ads; 30 Second Ads compliance with Customer's designs, specifications or instructions; or modifications by anyone other than 30 Second Ads or its subcontractors. This Section states 30 Second Ads entire liability for claims of infringement, and Customer's sole remedy against 30 Second Ads for such claims.

**6. Limitation of Liability.** EXCEPT FOR ACTIONS ARISING OUT OF SECTION 3 (LICENSES), NEITHER PARTY WILL BE LIABLE TO THE OTHER FOR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL OR PUNITIVE DAMAGES, OR FOR LOSS OF PROFITS, REVENUE, TIME, OPPORTUNITY OR DATA, WHETHER SOUNDING IN CONTRACT, TORT, FRAUD, STATUTE, OR OTHERWISE. 30 SECOND ADS WILL HAVE NO LIABILITY FOR FAILURE TO DELIVER PRODUCTS BY DATES SET FORTH IN AN ORDER. NEITHER PARTY WILL BE CUMULATIVELY LIABLE TO THE OTHER FOR ANY AMOUNT GREATER THAN THE PURCHASE PRICE, FEES AND CHARGES SET FORTH IN THIS ORDER. Notwithstanding any limitations in this Section 6, (a) a party's liability for personal injury, including death, will be limited to the extent caused by that party's (sub-contractor where applicable) negligence or willful misconduct; (b) a party's liability for physical damage to tangible real or personal property will be the amount of direct damages, to the extent caused by that party's negligence or willful misconduct, up to one million dollars per occurrence; and (c) a party's obligation to indemnify, defend and hold the other harmless from third party intellectual property infringement claims is not limited by this Order. EACH CLAUSE OF THIS SECTION IS SEPARATE FROM EACH OTHER CLAUSE AND FROM THE REMEDY LIMITATIONS AND EXCLUSIONS ELSEWHERE IN THIS ORDER, AND WILL APPLY NOTWITHSTANDING ANY FAILURE OF ESSENTIAL PURPOSE OF A REMEDY OR ANY TERMINATION OF THIS ORDER.

**7. Disputes.** Any controversy or claim, regardless of the causes of action alleged, will be resolved by arbitration before a sole arbitrator in the U.S. headquarters city of the party not initiating the claim pursuant to the then-current Commercial Rules of the American Arbitration Association and the federal substantive and procedural law of arbitration. Notwithstanding the foregoing, the obligation to arbitrate shall not apply to requests for preliminary injunctive or other equitable relief related to

claims for misuse or infringement of a party's intellectual property rights, and either party may seek such relief in court with respect to such intellectual property pending the appointment of an arbitrator. In other respects this Order, together with the relationships and transactions it creates, is governed by Florida law, excluding its laws regarding choice of law and the U.N. Convention on Contracts for the International Sale of Goods. The arbitrator's award will be final and binding, and may be entered in any court having jurisdiction thereof, but may include only damages consistent with the limitations in this Order. Each party will bear its own attorney's fees and costs related to the arbitration. Any claim or action must be brought within two years after the cause of action accrues.

8. **General.** No waiver of any contract provision shall be deemed a waiver of future enforcement of that or any other provision. Neither party may assign this Order or its rights or obligations under it, except 30 Second Ads may assign this Order to an affiliate and may use subcontractors to fulfill its obligations. Neither party is liable for failing to fulfill its obligations due to acts of God or other causes beyond its reasonable control, except for Customer's obligation to make payments. This Order applies only to the United States; 30 Second Ads will not provide Products or warranty service hereunder outside of the United States. Customer may not export Products without appropriate approvals from the United States and foreign governments.

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