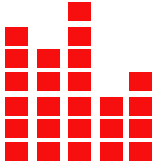




THE AUDIO VISUAL GROUP **SERVICE LEVEL** **AGREEMENT** **(SLA)**

www.theavgroup.com



AGREEMENT

OVERVIEW

This Agreement represents a Service Level Agreement (“SLA” or “Agreement”) between **The Audio Visual Group** and _____ of the provisioning of AV services required to support and sustains the Product or service.

The purpose of this SLA is to establish clarifying roles, expectations and providing mechanisms for resolving problems for Hyatt Regency Miami audio visual system. The AVG Customer Care Program leverages an effective blend of remote and on-site service resources. These resources provide maintenance and support services that maximize the utilization of video conferencing, Telepresence technology and infrastructure across a broad range of best of breed manufacturers. The services included in the Customer Care Programs can lead to greater up time and much quicker trouble reporting and resolution. Through the provision of these services, AVG aims to increase customers’ return on investment and to establish successful business partnerships with customers.

In cases of disaster due to an “Act of God”, (i.e. lightning, electrical storm, hail, snow, sleet, flooding etc) any services that fail, or third party provid

services (i.e. power, Public Switched Telephone Network); The Audio Visual Group (TAVG) cannot be held responsible for loss of service. AVG will however assist in restoration of services as soon as possible under the constraints.

Force Majeure - TAVG will not be liable for any loss or damage caused to or suffered by Hyatt Regency Miami as a direct or indirect result of the supply of services being prevented, restricted, hindered or delayed by reason of any circumstances outside of our control.

This Agreement remains valid until superseded by a revised agreement mutually endorsed by the stakeholders.

This Agreement outlines the parameters of all AV services covered as they are mutually understood by the primary stakeholders. This Agreement does not supersede current processes and procedures unless explicitly stated.

1. About The Audio Visual Group (TAVG)

The Audio Visual Group (TAVG) is recognized as an innovative leader in the ProAV, Collaboration and Video

Communications Industry. The company's core value lies in a depth of well-blended expertise, which includes a genuine passion for working with the industry's most advanced ProAV, Video Conferencing and Telepresence Technologies. TAVG goal is to make complex technology solutions easy to use and effective for customers.

2. Goals & Objectives

The purpose of this Agreement is to ensure that the proper elements and commitments are in place to provide consistent AV service support and delivery to the Customer(s) by the Service Provider(s).

The **goal** of this Agreement is to obtain mutual agreement for AV service provision between the Service Provider(s) and Customer(s).

The **objectives** of this Agreement are to:

- Provide clear reference to service ownership, accountability, roles and/or responsibilities.
- Present a clear, concise and measurable description of service provision to the customer.
- Match perceptions of expected service provision with actual service support & delivery.



3. Periodic Review

This Agreement is valid from the Effective Date outlined herein and is valid until further notice. This Agreement should be reviewed at a minimum once per fiscal year; however, in lieu of a review during any period specified, the current Agreement will remain in effect.

The Business Relationship Manager (“Document Owner”) is responsible for facilitating regular reviews of this document. Contents of this document may be amended as required, provided mutual agreement is obtained from the primary stakeholders and communicated to all affected parties. The Document Owner will incorporate all subsequent revisions and obtain mutual agreements / approvals as required.

Business Relationship Manager:

Selena Anderson

Agreement Term:

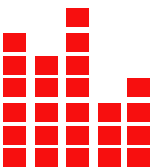
1 Year (12 months)

Effective Date:

9/26/2024

Next Review Date:

9/26/2025



4. Service Agreement

The following detailed service parameters are the responsibility of the Service Provider in the ongoing support of this Agreement.

a. Service Scope

The following Services are covered by this Agreement;

- On-site next business day service (if call is received prior to 11:00 pm)
- Bi-Annual Maintenance site visits
- Escalation priority support priority
- Bi-Annual Preventive Maintenance of system: (Cleaning of all equipment filters, bulb replacement, log review, system test, adjust as needed)
- Annual Business Review
- Warranty Parts Repair/Replacement
- Advanced Parts Replacement/Repair on Select Equipment

Customer Requirements

Customer responsibilities and/or requirements in support of this Agreement include:

- Payment for all support costs at the agreed interval.
- Reasonable availability of customer representative(s) when resolving a service related incident or request.
- To contact TAVG during office hours Mon - Fri 9:00am - 5:00pm
- Schedule room availability in order to perform service call.
- Call tech support and schedule service call based on room availability.
- Call tech support and schedule service call.

Equipment Operation and Alteration:

- The customer may not alter, repair or modify the covered equipment except as expressly directed by TAVG service personnel. The customer must operate the equipment as detailed in the user operations manual provided by the manufacturer with the covered equipment. The customer may not add equipment, components, wiring or other parts to the covered equipment without written notification to and acceptance by TAVG.
- Software updates and upgrades are the responsibility AVG. Assistance may be requested from the Help Desk to gain access to the software or if issues are encountered. Software updates do not mandate an onsite service call.
- Customer will be responsible for payment of Repairs and Services provided by TAVG that are not covered under the selected coverage under the agreement, and shall be billed at the AVG standard published labor rates and material charges.

b. Service Provider Requirements

Service Provider responsibilities and/or requirements in support of this Agreement include:

- Meeting response times associated with service related incidents.
- Appropriate notification to Customer for all scheduled maintenance.

Video Conferencing Equipment:

- Comply with service standards as described in this Section
- Preliminary trouble-shooting, remote diagnosis and a video test call to help identify the issue
- Advanced parts replacement or repair on participating equipment
- Returning equipment to manufacturer
- Software updates and upgrades as released by the manufacturer and recommended by TAVG technicians to correct a software error or add a feature enhancement
- Provide our Customers at least 48hrs notice of scheduled, non-emergency outages (via appropriate media) due to maintenance. These are typically scheduled out of working hours but may, due to circumstances, need to be scheduled during working hours;
- Technician will open a trouble ticket and track the service issue until it has been fully resolved

c. Service Assumptions

Assumptions related to in-scope services and/or components include:

- Changes to services will be communicated and documented to all stakeholders.

5. Service Management

Effective support of in-scope services is a result of maintaining consistent service levels. The following sections provide relevant details on service availability, monitoring of in-scope services and related components.

a. Service Availability

Coverage parameters specific to the service(s) covered in this Agreement are as follows:

- Telephone support : 877.204.8984 9:00 A.M. to 5:00 P.M. Monday – Friday
 - *Calls received out of office hours will be forwarded to a mobile phone and best efforts will be made to answer / action the call, however there will be a backup answer phone service*
- Email support: Monitored support@theavgroup.com 9:00 A.M. to 5:00 P.M. Monday – Friday
 - *Emails received outside of office hours will be collected, however no action can be guaranteed until the next working day*
- Onsite assistance guaranteed within 48 hours during the business week

b. Service Requests

In support of services outlined in this Agreement, the Service Provider will respond to service related incidents and/or requests submitted by the Customer within the following time frames:

- Next business day (during business hours) for issues classified as High priority.
- Within 48 hours for issues classified as Medium priority.
- Within 5 working days for issues classified as Low priority.

Remote assistance will be provided in-line with the above timescales dependent on the priority of the support request.

6. Warranty Policy

All projects performed by The Audio Visual Group (TAVG) are provided a standard 90-day warranty on all workmanship.

- **Warranty Parts Repair/Replacement:** Some equipment may be repairable or replaced under the manufacturer's Warranty Policy. The Audio Visual Group (TAVG) will assist the customer to arrange return of the defective equipment to the manufacturer for service/replacement.
- **Onsite Service/Response:** An TAVG Service Technician will be scheduled to be dispatched to the Customer location once a problem has been reported to the; The Audio Visual Group corporate office.

7. Preventative Maintenance Option

Through scheduled visits, The Audio Visual Group (TAVG) Service Technician will check on the operational health of the equipment, performs any required maintenance tasks and remedy any problems identified. Preventative Maintenance visits are charge per room. The following is provided as part of the service:

- On-site scheduled visit
- Test System Functionality
- Clean/Replace Filters and Screens
- Replace Bulbs (if necessary)*
- Adjust alignments
- Check logs (if applicable)

*Please note that all consumable items such as filters and bulbs, if replaced, are charged in addition to the maintenance visit.

8. Charges and Payment Terms

8.1 Service Charges

Detailed charges and all fees associated with the Services outlined in this Agreement are listed within Attachment A.

8.2 Payment Terms

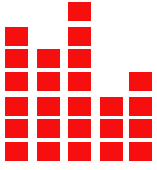
Payment terms are NET 30 Days from the date of invoice. All fees and payments outlined in this agreement are in US Dollars.

8.3 Invoicing

The Services as outlined within this agreement will be invoiced in full upon execution of the agreement.

8.4 Monthly Invoicing (If option is selected)

The Services as outlined within this agreement will be invoiced monthly in advance upon execution of the agreement per the rates indicated.



SIGNATURE PAGE

I Hereby Acknowledge That I Have Read, Understand And Agree To All Of The Description Of Services, Statement Of Coverage, Including The Terms And Conditions Contained In The Audio Visual Group (Tavg) Service Terms And Conditions And Accept, Understand And Agree To The Charges For Such Service Listed Or Referenced In Attachment A. I Also Acknowledge That I Am Authorized By The Customer To Order The Service As Listed Within This Agreement.

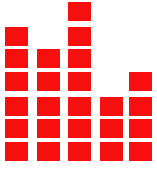
Customer Signature

Print Name

Title

Date

Company



ATTACHMENT **A**

CUSTOMER INFORMATION AND EQUIPMENT LIST

1. Company Information

1.1 Primary Contract Contact

Company Name

Primary Contact Name

Contact Address

Contact Email

1.2 Company Location List

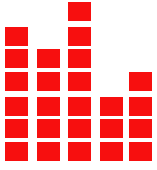
All locations which will have equipment covered under the Customer Care program must be listed.

Location ID

Contact

Address Information

Local Technical



ATTACHMENT B

Customer Care Program

TIME AND MATERIALS RATE SHEET

Service & Travel	Day (Type)	Hourly Minimum	Travel & Expense
On-site Engineer <i>Additional Charges May Apply</i>	Monday - Friday (Non - Holiday)	\$175.00/hr	Two (2) Hours
On-site Engineer	Saturday/Sunday (Non - Holiday)	\$ 200.00/hr	Four (4) Hours
On-site Engineer <i>Additional Charges May Apply</i>	The TAVG - recognized Holiday	\$ 250.00/hr	Four (4) Hours
Expedited Service	Per incident, priority queue and next business day onsite	\$ 300.00/hr	N/A
Bench Repair <i>S&H Not Included</i>	TAVG Standard Bench Repair Service	\$ 95.00/hr + parts	One (1) Hour
Expedited Bench Repair <i>S&H Not Included</i>	TAVG Standard Bench Repair Service	\$ 165/hr + parts	One (1) Hour

1 Year Coverage

Preferred Onsite with Exclusive Support

Location:

48 – Hour Onsite Response

Service Contract – 1 year coverage

Total \$0.00

Pricing Assumptions:

12 Month Term, invoiced with contract start

Includes (2) Periodic Maintenance visits per year.

Coverage must be purchased at the same time as base integration project.

All Labor is included for service calls within the cover period and service hours

Annual contract cannot exceed 40 service hours

Charges for After Hours or Weekend visits will be at a 20% discount of the hourly rates.

1.3 Contract Notes:

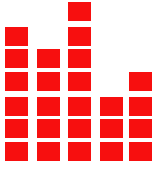
Contract Pricing Acceptance Confirmation

Customer Signature

Print Name

Title

Company



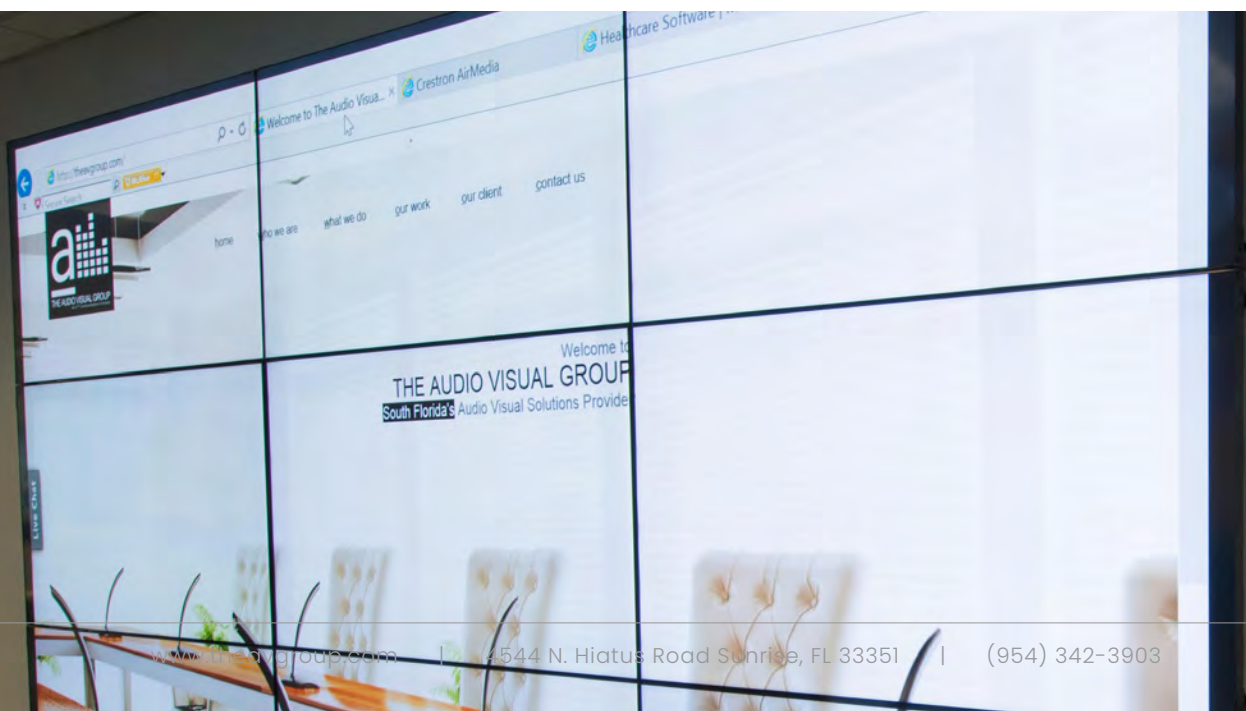
ATTACHMENT C

Customer Care Program TERMS AND CONDITIONS

1. Applicability of these Terms and Conditions

Except as expressly set forth below or as otherwise mutually agreed to by the parties in writing, these TAVG Service Terms and Conditions together with the terms and conditions in the applicable Service program (collectively, the "Terms and Conditions") set forth the terms and conditions pursuant to which TAVG will provide Services to end user customers of TAVG Products ("Customer", "You" or "Your") based upon such Service Programs which Customer has purchased either directly from TAVG or through an TAVG Partner.

By submitting a purchase order for Services to either The Audio Visual Group (TAVG) or to a TAVG Partner, Customer agrees to be bound by these Terms and Conditions. Unless otherwise agreed in writing by TAVG, no other terms and conditions endorsed upon, delivered with or contained in an end user's or TAVG Partner's purchase order, or in any other similar document, will amend, or vary the provisions of these Terms and Conditions.





2. Definitions

In the Terms and Conditions, the following terms shall have the following meanings:

- “The Audio Visual Group (TAVG)” is located at 4544 N. Hiatus Road, Sunrise, FL 33351 “Products” means equipment and software generally made available in the marketplace.
- “TAVG Web Site” means the TAVG public website currently located at <http://www.theavgroup.com>.
- “Manufacturer” means an entity that produces equipment and/or Software.
- “Service Period” has the meaning given to that term in Section 4 below.
- “Services” means the TAVG branded services provided under a relevant Service Program.
- “Service Programs” means those TAVG service program offerings described on Attachments attached hereto. “Software” means those Products that are software products and any software included with Products.
- “Software Options” means optional functionality or features of Software that may be selected at the time of purchase or at a later time, and for which TAVG or Manufacturer charges separately.
- “Terms and Conditions” shall have the meaning set forth in Section 1 of these Terms and Conditions.
- “Update” means Software for which TAVG or the Manufacturer has provided fixes or minor revisions to correct errors or defects in the existing operation of the Software in accordance with the published Product specifications, and which is limited to those updates that TAVG or Manufacturer generally provides to its support Services customers at no charge. Updates do not include Upgrades or Software Options.

3. Services Orders

Pursuant to your purchase order, placed either directly with The Audio Visual Group (TAVG), you have ordered one or more available Service Programs related to certain Products. In order to receive Services under a Service Program pursuant to the Terms and Conditions, you must submit a purchase order to TAVG for a validly quoted Service Program. Such purchase order must contain, at least, the following information for each TAVG Product listed on the purchase order: (i) the Service Program you are purchasing; (ii) the model (and serial number for renewals of Service Programs only) of the applicable Products; (iii) the appropriate pricing information; (iv) the site location(s) where the Products will be installed, together with a contact name, contact email address, and TAVG Customer Care Program telephone number at the location (if applicable); and (v) the Service Period (if applicable).

All orders are subject to acceptance by TAVG, and no obligation, including a purchase order, shall be binding unless and until such order is accepted by TAVG, or, if earlier, Services are provided to Customer. Please note that only those Products listed on a valid quotation applicable to your purchase order will be covered by Service Programs under these Terms and Conditions. Any optional services for a Services Program available to Customers for an additional fee will be invoiced separately with payment terms as specified within such Service Program.

4. Service Period

For those Service Programs that cover a Product for a defined period of time (the "Service Period"), the Service Period shall be the 12-month period (or such other period of time as specified on an Order accepted by TAVG) beginning on the date TAVG accepts your purchase order (or such other date as specified in the Service Program) for the applicable Service Program.

5. Services Availability

Unless otherwise provided in any Service Program, Services will be provided during TAVG's then-current published ordinary business hours Monday through Friday, exclusive of TAVG holidays.





6. Customer Obligations

- a.** You shall have the continuing obligation to keep all Products under a Maintenance Service Program at either the then-current Software version or previous major Software version release
- b.** If applicable, you will provide TAVG personnel with access to the Products and adequate working space (including heat, light, ventilation, electric current and outlets) at no charge to TAVG. All Customer environments must be free from all risks to health and safety (except to the extent notified to TAVG in writing and specifically accepted in writing by TAVG).
- c.** If applicable, you will maintain, at your expense, the installation site and provide the necessary utility services for use of the Product in accordance with the Manufacturer's applicable published specifications.
- d.** You will be responsible for replacing, at your own expense, any and all consumable items used in connection with the Products, including without limitation, bulbs and batteries.
- e.** TAVG strongly recommends that you install and use a current, reputable anti-virus program in connection with any PC-based, open-architecture Product, and that you regularly update and run such anti-virus program, especially in connection with the emergence of any new viruses and/or 'worms'. Repair or restoration of any Product damaged or 'infected' by viruses is not covered under these Terms and Conditions or the Service Programs.
- f.** You are solely responsible for backing up your data. TAVG will not under any circumstances have a duty to back up your data or to restore data that is lost in the course of TAVG's provision of Services, or otherwise. TAVG will not be liable for the loss of your data, whatever the reason for the loss, including without limitation as a result of TAVG's negligence. The preceding limitation applies to any cause of action, whether based in contract, tort, or any other theory.
- g.** You are solely responsible for any additional Customer obligations or responsibilities as identified in an applicable Service Program.

7. Replacement Parts

Replacement parts provided pursuant to a Service Program will be either new parts or parts equivalent in performance to new parts when used with the Product, and are warranted for ninety (90) days from shipment or the remainder of the initial warranty period, whichever is longer. Parts removed from Products for replacement will become the property of TAVG or the Manufacturer, and must be received back to the local TAVG corporate office within five (5) business days of receipt of the replacement part, or you will be invoiced the full list price for the replaced part.

8. Service Program Exclusions

Service Programs do not cover any of the following: (i) electrical work external to the Product; (ii) repair or replacement of damage to or defects in the Product resulting from causes external to the Product, including disaster, fire, accident, neglect, misuse, vandalism, water, power surges, lightning, or failure of the installation site to conform to Manufacturer applicable specifications; or resulting from use of the Product for other than intended purposes; or use of the Product with items not provided or approved by TAVG; or resulting from the performance of maintenance or the attempted repair of an item of a Product by persons other than TAVG employees or persons authorized by TAVG; (iii) furnishing supplies or accessories, or painting or refinishing the Product; (iv) Services in connection with the relocation of the Product, or the addition or removal of items of equipment or parts, attachments, features, from or to other devices not furnished by TAVG, including communications devices, video devices, audio devices, networks or links; and (v) Services in connection with computer viruses or conflicts involving software that is not installed or introduced by TAVG.

9. Renewal of Service Programs

The Audio Visual Group (TAVG) will provide you with sixty (60) days prior written notice of expiration of the Service Period for the Service Program you purchase that is renewable. You must provide TAVG with written notice of your intent to cancel, renew or modify each such Service Program not less than thirty (30) days prior to expiration of each such Service Period. In the absence of such written notice, TAVG reserves the right to charge you the then current time and material rates for any Services provided to you after the expiration of the Service Period if TAVG does not receive a renewal purchase order prior to expiration. Furthermore, TAVG reserves the right to terminate or modify available Service Programs at any time in its sole discretion; provided, that any such modifications will not affect any Service Programs already ordered by you and accepted by TAVG prior to such modifications except as mutually agreed by both parties.

10. Intellectual Property

Each party shall retain all right, title and interest in and to, and possession of their respective preexisting intellectual property. Furthermore, TAVG shall retain all right, title and interest in and to, and possession of, any know-how, technical information, specifications, documents, ideas, concepts, methods, processes, techniques and inventions developed or created by or on behalf of TAVG relating to Services performed under or in relation to a Service Program. Any intellectual property, know-how, information or documents

supplied at any time by one party to the other shall be treated as confidential and covered by the confidentiality undertaking.

11. Indemnity

Each party shall indemnify, defend and hold the other harmless from all claims, suits, losses, expenses, judgments and liabilities (including reasonable attorney's fees) for personal injury or death to the extent caused by the negligence of the indemnifying party or its employees. The indemnities shall give the indemnifying party prompt notice of and authority to defend or settle; any such claim and shall give, at the indemnifying party's request and expense, reasonable information and assistance thereto.

12. WARRANTY/LIMITATION OF LIABILITY

TAVG WARRANTS FOR NINETY (90) DAYS FROM THE PERFORMANCE OF ANY SERVICES BY TAVG PURSUANT TO THESE TERMS AND CONDITIONS, EXCLUDING MANAGED SERVICES, THAT SUCH SERVICES SHALL BE PERFORMED IN A WORKMANLIKE MANNER CONSISTENT WITH GENERALLY ACCEPTED INDUSTRY STANDARDS. TAVG MAKES NO OTHER WARRANTY, EITHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, ANY WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE OR OF MERCHANTABILITY. TAVG MAKES NO WARRANTY THAT OPERATION OF THE:

- a. PRODUCT SERVICED WILL BE UNINTERRUPTED OR ERROR FREE. IN NO EVENT WILL TAVG BELIEABLE FOR ANY DELAY IN FURNISHING SERVICES. CUSTOMER MUST REPORT IN WRITING ANY BREACH OF THIS WARRANTY TO TAVG DURING THE ABOVE WARRANTY PERIOD, AND CUSTOMER'S EXCLUSIVE REMEDY AND TAVG'S ENTIRE LIABILITY FOR ANY BREACH OF SUCH WARRANTY SHALL BE TO REPERFORM THE SERVICES, OR IF TAVG IS UNABLE TO RE-PERFORM THE SERVICES AS WARRANTED, CUSTOMER SHALL BE ENTITLED TO RECOVER THE PRORATED FEES PAID TO TAVG FOR THE NONCONFORMING SERVICES.
- b. EXCEPT FOR BREACHES OF CONFIDENTIALITY OR INTELLECTUAL PROPERTY (SECTION 12), IN NO EVENT WILL EITHER PARTY BE LIABLE FOR INCIDENTAL, CONSEQUENTIAL, SPECIAL OR INDIRECT DAMAGES, LOST BUSINESS PROFITS, OR LOSS, DAMAGE OR DESTRUCTION OF DATA, REGARDLESS OF THE FORM OF ACTION, WHETHER IN CONTRACT, TORT (INCLUDING NEGLIGENCE), BREACH OF WARRANTY OR OTHERWISE, EVEN IF SUCH PARTY HAS BEEN ADVISED AS TO THE POSSIBILITY OF SAME.
- c. SUBJECT TO SUB-CLAUSE b. ABOVE, EXCEPT FOR BREACHES OF CONFIDENTIALITY OR INDEMNITY OBLIGATIONS, TAVG'S MAXIMUM LIABILITY FOR ALL OTHER DAMAGES WILL BE LIMITED TO (I) ONE (1) YEAR'S SERVICE CHARGES (IN THE CASE OF SERVICE PROGRAMS WITH AN APPLICABLE SERVICE PERIOD) OR (II) AGGREGATE SERVICE FEES PAYABLE TO TAVG PURSUANT TO THE APPLICABLE SERVICE PROGRAM (IN THE CASE OF SERVICE PROGRAMS WITH NO APPLICABLE SERVICE PERIOD). THIS LIMITATION OF LIABILITY IS CUMULATIVE AND NOT PER INCIDENT. SOME STATES OR JURISDICTIONS DO NOT ALLOW THE EXCLUSION OR LIMITATION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES AND IN SUCH EVENT, THE FOREGOING EXCLUSIONS AND LIMITATIONS SHALL ONLY APPLY TO THE EXTENT PERMITTED BY APPLICABLE LAW.
- d. NOTWITHSTANDING THE FOREGOING, NOTHING IN THESE TERMS AND CONDITIONS SHALL BEDEEMED TO LIMIT OR EXCLUDE EITHER PARTY'S LIABILITY FOR (i) FRAUD OR FRAUDULENT MISREPRESENTATION OR (ii) DEATH OR PERSONAL INJURY TO THE EXTENT THAT IT RESULTS FROM SUCH PARTY'S NEGLIGENCE AND SOLELY TO THE EXTENT REQUIRED BY APPLICABLE LAW.



Confidentiality

- a. Confidential Information.** Each party (the “Disclosing Party”) may from time to time during the Term disclose to the other party (the Recipient”) certain information regarding the Disclosing Party’s business, including its products, inventions, operations, methodologies, systems, processes, product development plans or intentions, know-how, designs, trade secrets, market opportunities, business or financial affairs, and technical, marketing, financial, employees, planning, and other confidential or proprietary information (“Confidential Information”). TAVG’s Confidential Information includes (without limitation) the function and performance of the Products, the terms of this Agreement, and any other information relating to the Products or the sale thereof. Confidential Information includes information disclosed orally, visually, or through any tangible medium.
- b. Protection of Confidential Information** – Recipient will not use any Confidential Information of the Disclosing Party for any purpose not expressly permitted by these Terms and Conditions or to carry out the Services, and will disclose the Confidential Information of the Disclosing Party only to the employees or contractors of Recipient who have a need to know such Confidential Information for purposes of carrying out the Services and who are under a duty of confidentiality no less restrictive than Recipient’s duty hereunder. Recipient will protect the Disclosing Party’s Confidential Information from unauthorized use, access, or disclosure in the same manner as Recipient protects its own confidential or proprietary information of a similar nature and with no less than reasonable care.
- c. Residuals** – The Recipient shall be free to use for any purpose the residuals resulting from access to or work with the Confidential Information of the Disclosing Party, provided that the Recipient shall not disclose the Confidential Information except as expressly permitted hereunder. The term “residuals” means information in intangible form, which is retained in memory by persons who have had access to the Confidential Information, including ideas, concepts, know-how or techniques contained therein. The Recipient shall not have any obligation to limit or restrict the assignment of such persons or to pay royalties for any work resulting from the use of residuals. However, this section shall not be deemed to grant to the Recipient a license under the Disclosing Party’s copyrights or patents.
- d. Exceptions** – Recipient’s obligations under Section 16(b) with respect to any Confidential Information of the Disclosing Party will terminate if and when Recipient can document that such



information: (a) was already lawfully known to Recipient at the time of disclosure by the Disclosing Party; (b) was disclosed to Recipient by a third party who had the right to make such disclosure without any confidentiality restrictions; (c) is, or through no fault of Recipient has become, generally available to the public; or (d) was independently developed by Recipient without access to, or use of, the Disclosing Party's Confidential Information. In addition, Recipient will be allowed to disclose Confidential Information of the Disclosing Party to the extent that such disclosure is (i) approved in advance, in writing by the Disclosing Party, (ii) necessary for Recipient to enforce its rights under these Terms and Conditions in connection with a legal proceeding; or (iii) required by law or by the order of a court of similar judicial or administrative body, provided that Recipient notifies the Disclosing Party of such required disclosure promptly and in writing and cooperates with the Disclosing Party, at the Disclosing Party's request and expense, in any lawful action to contest or limit the scope of such required disclosure.

14. Force Majeure

Except for the obligation to make timely payments, neither party will be liable to the other for delays or failures to perform occasioned by causes beyond its reasonable control. Such acts or events shall include but not be limited to, acts of God, civil or military authority, civil disturbance, riot, fire, strikes, lockouts or slowdowns, factory or labor conditions, inability to obtain necessary labor, materials or manufacturing facilities, delayed issuance of export control licenses. In the event of such delays or failures to perform, any dates or times by which TAVG is otherwise scheduled to perform shall be extended automatically for a period of time equal in duration to the additional time required because of the delay or failure to perform. Each of the parties shall promptly inform the other of any event of force majeure, its expected duration and cessation, respectively.

15. General

- a. Except as otherwise set forth in these Terms and Conditions, these Terms and Conditions may only be modified by a written agreement duly signed by authorized representatives of both parties,



and variance from or addition to the provisions of these Terms and Conditions in any order or other written notification will be of no effect.

- b.** Any notices required or permitted to be given hereunder shall be in writing and effective when received by a party at the address as the receiving party has last notified to the other party by prior written notice. In the case of TAVG such address, unless otherwise notified in writing, shall be as follows:

The Audio Visual Group

Attn: President/CEO

4544 N. HIATUS RD.

Sunrise, Florida 33351

- c.** If any provision of these Terms and Conditions shall be held to be invalid, illegal, or unenforceable, the remaining terms of these Terms and Conditions shall in no way be affected or impaired.
- d.** The waiver by either party of a breach of any provision of these Terms and Conditions shall not be construed as a waiver of any subsequent breach.
- e.** You may not assign any or all of your rights or obligations under these Terms and Conditions including by purchase, merger or operation of law, without the prior written consent of TAVG, which consent shall not be unreasonably withheld. Any attempted assignment or transfer in violation of this provision shall be null and void. TAVG may assign its rights and obligations under these Terms and Conditions without prior written consent or notice.
- f.** In performing the Services, TAVG shall be acting as an independent sub-contractor and neither TAVG nor its personnel or representatives shall be deemed to be your agents or employees. Customer may not assign nor transfer its rights, under the Term and Conditions or a Service Program, by operation of law or otherwise, without the prior written consent of TAVG. TAVG's affiliates may participate in TAVG's performance under these Terms and Conditions and a Service Program, and TAVG may also sub-contract its obligations under, these Terms and Conditions and



a Service Program provided that TAVG remains liable for the performance of its affiliates and/or sub-contractors in respect thereof.

- g.** Same as expressly provided, no term or provision of these Terms and Conditions or a Service Program shall be enforceable by a third party (being any person other than the parties and their permitted successors and assignees).
- h.** The Customer acknowledges that TAVG has trained personnel who perform Services and has made an investment in such personnel. Therefore, at no time during the term of a Service Program or for one year thereafter, will the Customer directly or indirectly either offer employment to or hire any TAVG employees who perform Services on behalf of TAVG without TAVG's express prior written consent. In the event that the Customer is in breach of this provision, TAVG shall have the right to invoice the Customer, and the Customer agrees to pay, a sum equal to 12 months salary in respect of the hired individual.
- i.** In performing the Services, TAVG shall be deemed to be an independent contractor and its personnel and representatives shall not act as nor be Customer's agents or employees. TAVG shall have complete charge and responsibility for personnel employed or engaged by TAVG.
- j.** Upon any expiration or termination of these Terms and Conditions, Sections 10 (Intellectual Property) 11 (Indemnity) and 12 (Warranty/Limitation of Liability), and shall survive.
- k.** These Terms and Conditions may have been translated into various languages for the convenience of TAVG Customers. While the translation is correct to the best of TAVG's knowledge, TAVG is not responsible or liable in the event of an inaccuracy. English is the controlling language of these Terms and Conditions, and any translation has been prepared for you as a courtesy only. In the event of a conflict between the English-language

version of these Terms and Conditions and a version that has been translated into another language, the English language version of these Terms and Conditions shall control.

- i.** These Terms and Conditions and any contract for a Service Program shall be governed by the laws of the State of Florida, in the case of TAVG and any disputes will be subject to the exclusive jurisdiction of the Superior Court of Hillsborough County and/or the United States District Court for the Middle District of Florida. The losing party in any dispute will pay all court costs and legal fees finally awarded. The U.N. Convention on Contracts for the International Sale of Goods does not apply. TAVG shall have the option to bring a suit before the courts of your domicile, when the claim is for payments due from you or your TAVG Partner.
- m.** UNLESS OTHERWISE EXPRESSLY AGREED IN A SIGNED WRITING BY THE PARTIES IN ACCORDANCE HERewith, THESE TERMS AND CONDITIONS, TOGETHER WITH ANY APPLICABLE SERVICE PROGRAM, ARE THE COMPLETE AND EXCLUSIVE STATEMENT OF THE AGREEMENT OF TERMS AND CONDITIONS BETWEEN THE PARTIES, SUPERSEDING ALL PROPOSALS OR PRIOR TERMS AND CONDITIONS, AGREEMENTS OR COMMUNICATIONS, ORAL OR WRITTEN, BETWEEN THE PARTIES RELATING TO THE SUBJECT MATTER HEREOF.



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