



## FORMETCO WIRELESS SUPPORT TERMS & CONDITIONS

For those Buyer/Subscribers subscribing to Formetco's wireless communication and related support services, such support services consist of the following:

1. Formetco will provide the Buyer/Subscriber with technical assistance by telephone and email regarding the identification of wireless modem errors or malfunctions. Support requests may be made via the methods, and during the hours (the "Standard Support Hours"), set forth at [www.formetco.com/supporthours](http://www.formetco.com/supporthours). Once the Buyer/Subscriber properly communicates a service issue, Formetco will send an email with an assigned case ID number to the Buyer/Subscriber's pre-defined email distribution list. Formetco's response times will vary on the priority of the incident or error reported by the Buyer/Subscriber (as determined by Formetco in its reasonable discretion) and the time of day of such report. Formetco will provide periodic status updates (which may be via email to requesting the Buyer/Subscriber personnel or other personnel designated by the Buyer/Subscriber by written notice to Formetco) with respect to any support request until resolution of such incident. All support requests will be tracked in Formetco's support system via a unique case ID number.

2. Upon the Buyer/Subscriber's request, Formetco will provide the Buyer/Subscriber with onsite assistance with respect to the wireless modem only, subject to the Buyer/Subscriber's provision of an "Accessible Site", which means the Product is accessible through the use of: (x) a 20 foot or shorter ladder; (y) a secure catwalk or base; and (z) a guard rail or a safety lifeline which is securely attached to the support structure if the Product display is over 6 feet off the ground. the Buyer/Subscriber agrees and acknowledges that (1) the labor associated any onsite assistance provided by Formetco under this Agreement is billable to the Buyer/Subscriber at Formetco's standard rates unless the Buyer/Subscriber maintains an active Service Agreement with respect to the Product at issue, and (2) the costs of any materials or equipment necessary to repair or replace a damaged or defective wireless modem are billable to the Buyer/Subscriber unless is covered by the manufacturer's warranty associated with the same (as described in the applicable Limited Parts Warranty described in the Terms and Conditions applicable to the product at issue). Formetco will provide onsite assistance during the Standard Support Hours, excluding holidays observed by Formetco (a list of which is available upon the Buyer/Subscriber's request).

3. Notwithstanding any term to the contrary contained herein, the wireless support services do not cover or apply to the following: (i) troubleshooting and resolving site power or connectivity issues; (ii) errors or failures based on technical obsolescence or updates in technology or other developments or requirements beyond the control of the communications equipment manufacturer. the Buyer/Subscriber shall be solely responsible for the costs of any upgrades or replacements to the communications equipment necessary to allow continued wireless data transmission. Nothing in this Agreement modifies, alters, amends or supersedes the terms of any Limited Parts Warranty applicable to the Product or Formetco's obligations thereunder.

4. The Buyer/Subscriber must provide Formetco, in a timely manner, with all data, cooperation and information reasonably necessary for Formetco to perform the wireless support services without delay, including (i) obtaining any required licenses or consents in a timely manner; and (ii) permitting free use of the Buyer/Subscriber's machines, communications facilities, and other equipment needed.

5. The Buyer/Subscriber shall provide and coordinate, in a timely manner, Formetco's safe access to the wireless modem installed on the covered product, including, without limitation, by (i) providing reliable and virus-free remote access (either via the Internet or a VPN) to the operating system and any onsite camera system of the product; (ii) providing a consistent level of electrical power to associated system; (iii) providing an accessible vehicle path to the structure on which the product is installed, clear of vegetation and obstacles; and (iv) providing an Accessible Site in connection with any onsite services provided hereunder. In the event an Accessible Site is not available, the Buyer/Subscriber shall provide, or bear the cost of, a bucket or broom truck and any other machinery or equipment reasonably requested by Formetco that is capable of providing safe access to the Product and the site at which the Product is installed (the "Display Site"). In either event, access to the Product must be deemed safe by Formetco's onsite technician to proceed with providing requested onsite support. In the event Formetco arrives to the Display Site and the Buyer/Subscriber has failed to provide an Accessible Site or otherwise provide safe access to the Display Site as reasonably requested by Formetco, then Formetco will charge the Buyer/Subscriber for the costs of Formetco's demobilization, delay, and remobilization.