

TERMS AND CONDITIONS

These Customer Support Services Terms and Conditions (“Agreement”) set forth the terms and conditions under which VisioLogix Corporation, a Wyoming Corporation (“VisioLogix”), will provide technical support services to you (“Customer” or “you”) under the VisioLogix Support Plan purchased by Customer for the VisioLogix products sold and/or licensed to you pursuant to the VisioLogix License Agreement and Limited Warranty (“EULA”).

VisioLogix is willing to provide technical support services to you only if you accept all the terms and conditions contained in this Agreement. By checking the box labeled “I accept”, you are indicating that you understand this Agreement and accept all of its terms and conditions. The date on which you check the box labeled “I accept” is the “Effective Date”. If you are entering into this Agreement on behalf of a company or other legal entity, you represent that you have the authority to bind such entity to this Agreement, in which case the terms “you” or “your” shall refer to such company or other legal entity. If you do not accept all the terms and conditions of this Agreement, then VisioLogix is unwilling to provide technical support services to you.

1. SUPPORT PLANS AND SERVICES OFFERED

Support offerings	24x7 Support	NBD Support	Standard Support
Hardware	1 Year	1 Year	1 Year
Software	1 Year	1 Year	1 Year
VisioLogix Full EMS Installation	Optional	Optional	Optional
Support Communications	Phone/Email/Web	Phone/Email/Web	Email/Web
Operating Hours (Central Standard Time – USA)	24x7	8am–5pm Mon–Fri	8am–5pm Mon–Fri
Weekends	Included	No	No
Holidays	Limited	No	No
Designated Technical Support Engineer	Yes	No	No
4 Hour Replacement Service (available only for products located within a specified range of a VisioLogix Service Location)	Yes	No	No
Advance Replacement Service: Next Business Day Ship Out (SITA – Spare In The Air)	Yes	Yes	No
Return and Repair	No	No	Yes
Response Time			
Severity 1 – Minimal Impact Non-critical issue. Does not impact customer business. Feature information, documentation, how-to and enhancement requests from the customer.	8 Business Hours	8 Business Hours	8 Business Hours
Severity 2 – Degraded Operations A product function has failed, customer production not affected. Support is aware of the issue and a workaround is available.	4 Business Hours	4 Business Hours	4–6 Business Hours
Severity 3 – Severe Impact Product is impaired, customer production up, but impacted. No workaround yet.	2 Business Hours	2 Business Hours	2 Business Hours
Severity 4 – Critical Product is down, critically effects customer production environment. Not workaround yet available.	< 1 Hour	< 1 Hour	< 1 Hour 8am–5pm

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2. DEFINITIONS

- **“Business Hours”** means Mondays through Fridays, 8:00 am – 5:00 pm CST, excluding U.S. and Texas holidays.
- **“Hardware”** means the appliance and server agent products listed on VisioLogix then-current published product price list.
- **“Major Releases”** means significant modifications or improvements to the Software that: (i) are designated by a change in the 1st digit of the version release number (e.g., v5.0 to v6.0); and (ii) are generally made available by VisioLogix to its customers under valid support contracts, at no additional cost.
- **“Minor Releases”** means minor modifications or improvements to the Software, cumulative bug fixes from Maintenance Releases since the last Minor Release and new bug fixes, as applicable, that: (i) are designated by a change in the 2nd set of digits of the version release number (e.g., v5.00 to v5.01); and (ii) are generally made available by VisioLogix to its customers under valid support contracts, at no additional cost.
- **“Maintenance Releases”** means bug fixes to the Software that: (i) are designated by a change in the 3rd set of digits of the version release number (e.g., v5.0.1 to v5.0.2); and (ii) are generally made available by VisioLogix to its customers under valid support contracts, at no additional cost.
- **“VisioLogix Standard Support,” “VisioLogix NBD Support,” and “VisioLogix 24x7 Support”** refer to software and hardware support programs offered by VisioLogix, as further detailed in Section 3 below.
- **“VisioLogix Support Plans”** means VisioLogix Standard Support, VisioLogix NBD Support, VisioLogix 24x7 Support, and any other support plan for the Products described in this Agreement or on the VisioLogix Support Web Site.
- **“SITA or Spare In The Air”** refers extended hardware replacement. Spare unit(s) will be shipped from VisioLogix to customer designated premise.
- **“VisioLogix Support Web Site”** means the web site currently located at <https://support.visiologix.com>, or any successor site thereto, as specified by VisioLogix.
- **“Products”** means, collectively, Hardware and Software.
- **“Software”** means the software products listed on VisioLogix’ then-current published product price list, including any software embedded in Hardware.

3. DESCRIPTION OF SUPPORT PLANS

Each Product under a VisioLogix Support Plan must be registered by Customer in the VisioLogix Support Web Site in order to access the features available on such site. In consideration of Customer’s purchase of a VisioLogix Support Plan, VisioLogix will use commercially reasonable efforts to provide the applicable services, as set forth in the table entitled “Support Plans and Services Offered” above, which are more fully described as follows:

1. Hardware Warranty

- a. **Standard** – Warrants all hardware free from defects in design, workmanship, and materials under normal use for a period of one (1) year from the date of the original purchase (“Warranty Period”). All VisioLogix-Manufactured accessories are covered under a limited 90-day warranty from the date of receipt. Under the standard warranty, new features via firmware and software security fixes or patches are included. The customer is responsible for getting an RMA from VisioLogix and ship to VisioLogix at customer’s expense the failed equipment.
- b. **Extended** – include standard warranty plus advanced replacement with guarantee replacement to ship out by Next Business Day using standard ground delivery services.
- c. **NFADP** – must be purchase with the extended warranty. No-Fault Accident Damage Protection covers all repair or replacement of equipment. Please see the NFADP agreement for more details – <https://www.visiologix.com/terms-and-agreements>.

2. Technical Support

- a. Telephone support available during the times specified for the VisioLogix Support Plan purchased by Customer.
- b. Support cases created via the Web will be classified as non-critical and will have a response time based on the severity classification as set forth in the table entitled “Support Plans and Services Offered” above.

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3. Secure Web Access

- a. Access to the VisioLogix Support Web Site to acquire the latest software fixes, feature releases, software release notes, signature updates, FAQs, case management and technical documentation.
- b. VisioLogix will use commercially reasonable efforts to ensure that the VisioLogix Support Web Site is available 24x7.

VisioLogix reserves the right to modify the support plans offered. Please refer to the VisioLogix Support Web Site for the most current support plan descriptions.

4. SUPPORT OPTIONS

Customer shall choose from three support plans: (i) VisioLogix Standard Support, (ii) VisioLogix NBD Support, or (iii) VisioLogix 24x7 Support.

Based upon the Customer's selection and payment of the applicable fees per the purchase, VisioLogix shall have the following obligations:

I. VisioLogix Standard Support

- a. Maintain and support the list of releases as defined as the current support releases on the VisioLogix Support Web Site.
- b. Make available all supported Maintenance Releases, Minor Releases and Major Releases.
- c. Verify and correct identified defects in the Software for the currently supported Maintenance Releases.
- d. Provide access to VisioLogix online support through the VisioLogix Support Web Site including, but not limited to, knowledge base/FAQ, case management and software downloads.
- e. Provide technical support via email and web Monday through Friday, excluding VisioLogix' designated holidays, in accordance to the times listed on VisioLogix Support Web Site.
- f. Provide a return and repair service for Hardware defects.

II. VisioLogix NBD Support

- a. Includes all of the support services described under VisioLogix Standard Support plus the following:
- b. Technical telephone support on a 7am – 7pm Monday – Friday.
- c. SITA – Provide a next business day ship out advance replacement for Hardware defects.

III. VisioLogix 24x7 Support

- a. This support option is available only for Products located within a specified range of a VisioLogix Service Location. Includes all of the support services described under VisioLogix NBD Support plus instant replacement hardware by placing extra spare equipment at customer premise.
- b. After hours technical telephone support on a 7x24 (seven days per week, 24 hours per day) basis for Severity 3 or 4, Severe and Critical issues.

5. RMA POLICY AND PROCESS

In those situations when it is necessary for Customer to return a Product to VisioLogix, Customer must request VisioLogix to issue a Return Material Authorization (RMA) Number prior to shipment. Each RMA Number will be uniquely identified and records will be maintained to record significant information regarding the processing of the Product.

- a) **Return and Repair:** Customer shall obtain an RMA Number for the Product that Customer desires to return to VisioLogix by contacting VisioLogix Support via telephone or email or via the VisioLogix Support Web Site. VisioLogix Support will work with Customer to confirm the Hardware problem and issue an RMA Number to be used in connection with shipping the Product back to VisioLogix. Customer shall repackage the Product in the original packaging (shipping damage that occurs as a result of insufficient packaging is not covered under this Agreement), note the RMA Number on the shipping label and ship the Product to the specified VisioLogix location. Customer will be responsible for all shipping and insurance costs incurred in returning the defective Product to VisioLogix. Customer must insure all shipping and will be responsible for all lost shipment. Products will be repaired or replaced within 10 business days from receipt of the defective Product by VisioLogix depends on parts availability. VisioLogix will pay all shipping costs that it incurs in connection with shipping the repaired or

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replacement Product to Customer, except that if Customer is located outside the United States, Customer will be responsible for any taxes, duties, fees or other charges assessed in connection with importing the repaired or replaced Product into Customer's country of destination.

- b) **Advance Replacement:** Customer shall obtain an RMA Number for the Product that Customer desires to return to VisioLogix by contacting VisioLogix Support via telephone or via the VisioLogix Support Web Site. VisioLogix Support will work with the Customer to confirm the Hardware problem and issue an RMA Number to be used in connection with shipping the Product back to VisioLogix. VisioLogix will ship out a replacement Product by next business day with the shipping documents affixed to the exterior of the shipping carton (not overnight or priority shipment). VisioLogix will pay all shipping and insurance costs that it incurs in connection with shipping the replacement Product to Customer, except that if Customer is located outside the United States, Customer will be responsible for any taxes, duties, fees or other charges assessed in connection with importing the replacement Product into Customer's country of destination. Upon receipt of a replacement Product, Customer shall return the defective Product to VisioLogix in the replacement Product's packaging (shipping damage that occurs as a result of insufficient packaging is not covered under this Agreement), through the customer courier service. If VisioLogix does not receive the returned Product within 10 business days after the date of Customer's receipt of the replacement Product, Customer will be charged current list price of the replacement Product.
- c) **At Premise RMA Replacement:** Customer shall obtain an RMA Number for the Product that Customer desires to return to VisioLogix by contacting VisioLogix Support via telephone. VisioLogix Support will work with the Customer to confirm the Hardware problem and issue an RMA Number to be used by VisioLogix for administrative purposes. Customer will access spare inventory as part of the instant replacement hardware placed at the designated customer premise. VisioLogix will use its commercially reasonable efforts to have a replacement Product delivered to Customer spare inventory. Customer must have an authorized representative available to accept delivery of the replacement Product. If VisioLogix (or its subcontractor) is unable to complete delivery because Customer does not have an authorized representative available, VisioLogix reserves the right to charge Customer for costs incurred in making a subsequent delivery. Upon receipt of a replacement Product, Customer shall return the defective Product to VisioLogix in the replacement Product's packaging (shipping damage that occurs as a result of insufficient packaging is not covered under this Agreement), through the customer courier service. If VisioLogix does not receive the returned Product within 10 business days after the date of Customer's receipt of the replacement Product, Customer will be charged current list price of the replacement Product.

Battery replacement

1. The standard warranty covers a battery that fails from a defect in manufacturing, but it DOES NOT cover batteries that wear out from normal use. The cost to replace a battery depends on your camera model and if the issue is covered by warranty, extended warranty plan, or consumer law.
2. If you are covered by an extended warranty plan and your camera battery can hold only 80 percent or less of its original capacity, we will service your product at no charge.

Screen replacement

1. The standard and extended warranty DOES NOT cover screen repair or replacement caused by accidents, misused, normal wear and tear, or unauthorized modifications.

Screen replacement or repair under No-Fault Accidental Damage Protection Add-on Warranty

1. You can repair a cracked camera screen by sending it to VisioLogix. Screen replacement or repair is offered only with the purchase of the NFADP add-on along with the purchase of the Extended Warranty.

6. CUSTOMER OBLIGATIONS

During the term of this Agreement, Customer shall:

- a) Operate at the then-current Maintenance Release; and
- b) Use reasonable efforts to isolate, collect all error and log files to enable VisioLogix to fulfill its obligations herein.

7. LIMITATIONS

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The following services are expressly excluded from the VisioLogix Support Plans:

- a) Repair or replacement of Product required as a result of causes other than normal use, including without limitation:
 - (i) repair, maintenance or modification of the Product by persons other than VisioLogix-authorized personnel;
 - (ii) accident, fault or negligence of Customer;
 - (iii) user error or misuse of the Product; or
 - (iv) causes external to the Product such as, but not limited to, failure of electrical systems or fire or water damage or hardware failure, operation system software failure or any other damage and failure not caused by VisioLogix.
- b) Maintenance or technical services for any third party software or hardware, whether or not such third party software or hardware is provided by VisioLogix.

8. TERM AND TERMINATION

This Agreement will begin on the Effective Date and, unless terminated earlier in accordance with its terms, will remain in effect for one (1) year. At the end of such one (1) year term (and each renewal term thereafter, if any), this Agreement will automatically expire unless Customer renews this Agreement by paying VisioLogix the applicable fee and by following the renewal procedure specified on the VisioLogix Support Web Site. VisioLogix will send Customer renewal reminders in advance of the expiration date of then-current term of this Agreement.

Either party may terminate this Agreement, at any time, in the event that the other party breaches any material term of this Agreement and fails to cure such breach within thirty (30) days following notice thereof from the non-breaching party.

9. NO WARRANTY

Nothing in this Agreement shall be construed as expanding or adding to the warranty set forth in the EULA. VISIOLOGIX MAKES, AND CUSTOMER RECEIVES, NO WARRANTIES OF ANY KIND, EXPRESS, IMPLIED OR STATUTORY, ARISING IN ANY WAY OUT OF, RELATED TO, OR UNDER THIS AGREEMENT OR THE PROVISION OF MATERIALS OR SERVICES THEREUNDER, AND VISIOLOGIX SPECIFICALLY DISCLAIMS ANY IMPLIED WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR NON-INFRINGEMENT.

10. LIMITATION OF LIABILITY

IN NO EVENT WILL VISIOLOGIX BE LIABLE FOR ANY SPECIAL, INCIDENTAL, PUNITIVE, EXEMPLARY OR CONSEQUENTIAL DAMAGES OF ANY KIND, INCLUDING BUT NOT LIMITED TO, LOSS OF USE, DATA, BUSINESS OR PROFITS, OR FOR THE COST OF PROCURING SUBSTITUTE PRODUCTS OR SERVICES, ARISING OUT OF OR RELATING TO THIS AGREEMENT, WHETHER SUCH LIABILITY ARISES FROM ANY CLAIM BASED UPON BREACH OF CONTRACT, BREACH OF WARRANTY, TORT (INCLUDING NEGLIGENCE) OR OTHERWISE, AND WHETHER OR NOT VISIOLOGIX WAS ADVISED OF THE POSSIBILITY OF SUCH DAMAGES OR LOSS. IN NO EVENT WILL VISIOLOGIX'S TOTAL CUMULATIVE LIABILITY ARISING OUT OF OR RELATING TO THIS AGREEMENT, FROM ALL CAUSES OF ACTION AND UNDER ALL THEORIES OF LIABILITY, EXCEED THE TOTAL PAYMENTS ACTUALLY MADE TO VISIOLOGIX UNDER THIS AGREEMENT FOR THE THEN-CURRENT TERM OF THIS AGREEMENT. THE PARTIES HAVE AGREED THAT THESE LIMITATIONS WILL SURVIVE AND APPLY EVEN IF ANY LIMITED REMEDY SPECIFIED IN THIS AGREEMENT IS FOUND TO HAVE FAILED OF ITS ESSENTIAL PURPOSE.

11. GENERAL

This Agreement will be governed by and construed in accordance with the laws of the State of Texas, without regard to or application of conflict of laws rules or principles. The United Nations Convention on Contracts for the International Sale of Goods will not apply. Customer may not assign or transfer this Agreement or any rights granted hereunder, by operation of law or otherwise, without VisioLogix's prior written consent, and any attempt to do so, without such consent, will be void. Except as expressly set forth in this Agreement, the exercise by either party of any of its remedies under this Agreement will be without prejudice to its other remedies under this Agreement or otherwise. All notices or approvals required or permitted under this Agreement will be in writing and delivered by confirmed facsimile transmission, by overnight delivery service, or by certified mail, and in each instance will be deemed given upon receipt. All notices or approvals will be sent to the addresses set forth in the applicable ordering document or invoice or to such other address as may be specified by either party to the other in accordance with this section. The failure by either party to enforce any provision of this Agreement will not constitute a waiver of future enforcement of that or any other provision. Any waiver, modification or

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amendment of any provision of this Agreement will be effective only if in writing and signed by authorized representatives of both parties. If any provision of this Agreement is held to be unenforceable or invalid, that provision will be enforced to the maximum extent possible and the other provisions will remain in full force and effect. This Agreement is the complete and exclusive understanding and agreement between the parties regarding its subject matter, and supersedes all proposals, understandings or communications between the parties, oral or written, regarding its subject matter. Any terms or conditions contained in Customer's purchase order or other ordering document that are inconsistent with or in addition to the terms and conditions of this Agreement are hereby rejected by VisioLogix and will be deemed null. VisioLogix will not be responsible for any failure or delay in its performance under this Agreement (except for due to causes beyond its reasonable control.

AGREED:

AGREED:

CUSTOMER:

VisioLogix Corporation:

Authorized Signature

Authorized Signature

Typed or Printed Name

Hanh Dang
Typed or Printed Name

Title

General Manager
Title

Date