FORMETCO WIRELESS SUPPORT TERMS

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

- 1. Formetco will provide the customer 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 <u>www.formetco.com/supporthours</u>. Once the customer properly communicates a service issue, Formetco will send an email with an assigned case ID number to the customer's pre-defined email distribution list. Formetco's response times will vary on the priority of the incident or error reported by the customer (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 customer personnel or other personnel designated by the customer 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 customer's request, Formetco will provide the customer with onsite assistance with respect to the wireless modem only, subject to the customer'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 customer agrees and acknowledges that (1) the labor associated any onsite assistance provided by Formetco under this Agreement is billable to the customer at Formetco's standard rates <u>unless</u> the customer 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 customer <u>unless</u> 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 customer'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 customer 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 customer 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 customer's machines, communications facilities, and other equipment needed s.
- 5. The customer 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 customer 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, accessing the product is installed to the site of the product is installed.

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 customer 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 customer for the cost of Formetco's demobilization, delay, and remobilization.