

## STANDARD TERMS AND CONDITIONS OF SALE FOR ADI GLOBAL DISTRIBUTION

### 1. General.

The terms and conditions included in this document constitute the entire agreement between Buyer and any of the purchasing entities listed in Section 18 (each entity operating as ADI Global Distribution, or "Seller") with respect to the purchase and sale of product and supersede any prior representations or agreements, oral or written, and all other communications between the parties. All sales by Seller are expressly conditioned by and under these terms and conditions (the "Terms"). These Terms shall inure to the benefit of and are binding upon each of the parties and their successors, assigns, heirs, executors, administrators and trustees. These Terms govern the sale of product in the United States, Canada and Puerto Rico (the "Territory") and Buyer is expressly prohibited from selling product outside the Territory unless authorized by Seller. Additional terms for Exclusive Brand Product purchases are included in Addendum 1 to these Terms.

### 2. Shipment.

All shipments are made Ex Works (Incoterms 2020) unless otherwise specified. Title to Products and risk of loss pass to Buyer upon shipment from Seller's warehouse. Buyer agrees to purchase any insurance necessary to indemnify it against any loss in shipping. Buyer will determine any export license requirements, obtain any export license or other official authorization, and carry out any customs formalities for the export of products. Buyer assumes all risk of loss in shipping and all liability for loss or damage, whether direct, indirect, consequential or otherwise, due to delays once the Products have been delivered to the carrier. Seller will use commercially reasonable efforts to fulfill Buyer's request for expedited shipping, provided that any increases for expedited delivery will be paid by Buyer.

Buyer will comply with all applicable laws, regulations and ordinances of any governmental authority having proper jurisdiction, including, without limitation, those laws of the United States or other countries that regulate the import or export of products and shall obtain all necessary import/export licenses in connection with any subsequent import, export, re-export, transfer, and use of all products, technology and software purchases licensed and received from Seller. Unless otherwise mutually agreed in writing, Buyer agrees that it will not use products in connection with any activity involving nuclear fission or fusion, any use or handling of any nuclear material, or any nuclear, chemical or biological weapons.

### 3. Prices.

Seller will sell products to Buyer at the prices listed on Buyer's then-current applicable price list, which may be changed from time to time with or without notice. From time to time, Seller may offer promotional pricing on certain products. Price adjustments (price protection) shall not be provided on orders made prior to or following promotional or pricing changes. Prices do not include any municipal, state or federal sales, use, excise, value added or similar taxes. Consequently, in addition to prices specified, the amount of any present or future sales, use, excise, VAT, GST, duties or other similar tax that may be imposed shall be paid by Buyer, or in lieu thereof Buyer will provide Seller with a tax exemption certificate acceptable to the taxing authorities. If applicable, Buyer shall pay all taxes, fees, levies, duties and other payments required in connection with the importation, distribution and sale of products, including any associated income tax liability. If the Seller is required to remit any such taxes to any taxing authority, Buyer shall promptly reimburse the Seller for such taxes. The Buyer is free to establish its own pricing for the products

but shall be subject to any pricing or advertising policies of the Seller (including minimum advertised pricing, where applicable).

#### **4. Purchase Orders.**

Orders for Seller's products shall be initiated by purchase orders made in person, on the phone, via email or through Seller's eCommerce websites (each a "Purchase Order"). These Terms may in some instances differ with those affixed to Buyer's Purchase Order or other documents, and any additional terms or terms conflicting with these Terms will not apply and are expressly rejected unless specifically set forth in a separate written agreement between the parties. Acceptance of Buyer's purchase order is expressly conditioned upon Buyer's acceptance of these Terms, which shall be established by written or electronic acknowledgment, by implication, or by receipt, acceptance or payment for products ordered. Seller's failure to object to any terms from Buyer shall not be deemed a waiver of these Terms. Any changes to these Terms must be agreed to in writing and signed by an officer of Seller before becoming binding. Seller shall have the right to accept or reject, in its sole discretion for any or no reason, any Purchase Order.

#### **5. Delivery.**

Seller shall not be responsible for loss, damage, delay or failure with respect to the products if due to or arising from shortage of raw materials or subcomponents, fires, labor troubles of any kind, accidents, breakdown of machinery, government acts of any kind (including in a contractual capacity), failure of manufacturers, subcontractors or suppliers to deliver materials or supplies or to provide services as agreed or contemplated by past dealings, transportation difficulties of any kind, acts of God, acts of Buyer, epidemics or pandemics, or anything reasonably beyond Seller's control, whether or not presently occurring or contemplated by either party. Seller shall not be liable for damages, general, consequential or otherwise, or for failure to give notice of any delay until it shall have such additional time within which to deliver the products as may be reasonably necessary under the circumstances. Seller shall have the right to apportion its inventory among its customers in such a manner as it considers acceptable and may deliver the products in installments. Seller may terminate or suspend an order if there is a material breach by Buyer and Buyer fails cure such breach within 10 calendar days after receipt of written notice.

#### **6. Promise to Pay and Late Charge on Past Due Amounts.**

Buyer agrees to make all payments pursuant to the payment terms specified in the invoice, agreement or other notice that Seller provides to Buyer. If Seller does not receive payment by the payment due date, the entire outstanding balance of all open invoices on Buyer's account shall become immediately due and payable. Buyer agrees to pay Seller a late charge in the amount of 1.5% (or the maximum rate permitted by law if less) of the delinquent amount remaining on the entire outstanding balance of all invoices on the first payment due date after Buyer's failure to pay and monthly thereafter. Buyer agrees to pay all costs of collection on outstanding amounts, including agency and attorney's fees, whether incurred in or out of court, on appeal, in arbitration, in bankruptcy court, or in any insolvency proceedings. Seller's extension of credit is subject to Buyer maintaining its current credit standing. Credit memos must be used on outstanding balances or future purchases. In the event Buyer's account with Seller is dormant for more than 3 months and has a credit balance, Seller may apply such balance against any future purchases at any time at Seller's discretion until such credit balance is used in full. For accounts past due longer than 90 days with open credits, Seller may apply such credits against any debit balance which has remained open for 90 days or more.

## **7. Invoice Disputes.**

All invoice disputes must be submitted to Seller in writing within 30 days following the date of such invoice. Thereafter, and absent written notice prior to the expiration of 30 days from the invoice date, Buyer waives its right to dispute the validity, existence or amount of such invoice. Stenographic and clerical error and omissions in the invoice are subject to correction.

## **8. C.O.D. Purchases; Purchases on Credit; Failure to Pay.**

All freight charges shall be for Buyer's account on C.O.D. purchases whether Products are accepted or not. With respect to purchases by Buyer on credit, Seller reserves the right at any time to revoke credit extended to Buyer because of Buyer's failure to pay for Products when due and in such cases all subsequent shipments shall be paid for on delivery. Seller may also revoke credit for any reason deemed good and sufficient by Seller, including in cases where Seller maintains a reasonable suspicion that a Purchase Order is fraudulent or is being made in violation of Seller's policies, or if cases of errors, including data entry, technological, or computational causes, made by Seller that resulted in incorrect pricing being quoted.

## **9. Security Interest.**

As continuing security for the balance owed Buyer to Seller for the purchase of Products sold, Buyer grants to Seller a continuing, specific and fixed purchase money security interest (and in Quebec, a movable hypothec for an amount equal to \$200,000) in and to all products sold to Buyer by Seller now or in the future and all Proceeds (as defined in the applicable Uniform Commercial Code). Buyer shall execute, at Seller's request, other documents as may be necessary to further evidence, perfect or amend such security interest. Upon any default by the Buyer in performing any of its obligations under this Terms, Seller may exercise all remedies available to it under applicable law. Buyer authorizes Seller to file any document or UCC financing statement to secure and perfect its interest without Buyer's consent and in Canada, consents to the filing by Seller of any financing statement deemed necessary or desirable by Seller under applicable personal property security legislation.

## **10. Seller Limited Warranty.**

Products distributed by Seller are warranted by the third-party manufacturer, or pursuant to the terms of the warranty included in the packaging for products manufactured by Seller, for a period as defined by the third-party manufacturer or in such documentation included with Seller's products. Seller assigns to Buyer those warranties and only those warranties extended by such third-party manufacturers for non-seller branded products and provides only those warranties included in the packaging for Seller manufactured products. Seller does not itself warranty any products other than those it manufactures (and then solely pursuant to the terms and subject to the limitations set forth in the documentation included with such products) and sells all other products on an "AS IS" basis. Additional warranty terms for Snap One products are included in Addendum 1 to these Terms.

THERE ARE NO REPRESENTATIONS, WARRANTIES, OR CONDITIONS, EXPRESS OR IMPLIED, OF MERCHANTABILITY OR FITNESS, FOR A PARTICULAR PURPOSE OR OTHERWISE, WHICH EXTEND BEYOND THE DESCRIPTION ON THE FACE HEREOF. IN NO CASE SHALL SELLER OR ITS AFFILIATES BE LIABLE TO ANYONE FOR ANY LOST PROFITS OR LOST SAVINGS, INDIRECT, PUNITIVE, CONSEQUENTIAL, SPECIAL,

EXEMPLARY OR INCIDENTAL DAMAGES, FOR BREACH OF THIS OR ANY OTHER REPRESENTATION, WARRANTY OR CONDITION, EXPRESS OR IMPLIED, OR UPON ANY OTHER BASIS OF LIABILITY WHATSOEVER, REGARDLESS OF WHETHER SUCH LIABILITY IS BASED ON BREACH OF CONTRACT, TORT, STRICT LIABILITY OR OTHERWISE, EVEN IF THE LOSS OR DAMAGE IS CAUSED BY ITS OWN NEGLIGENCE OR FAULT AND EVEN IF SELLER OR ITS AFFILIATES HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH LOSSES OR DAMAGES. Seller does not represent that the products it manufactures or sells may not be compromised or circumvented, that its products will prevent any personal injury or property loss by burglary, robbery, fire or otherwise, or that Products will in all cases provide adequate warning or protection. Buyer understands and will cause its customers to understand that a properly installed and maintained alarm may only reduce the risk of burglary, robbery or fire without warning, but it is not insurance or a guarantee that such will not occur or will not cause or lead to personal injury or property loss. CONSEQUENTLY, NEITHER SELLER NOR ITS AFFILIATES BE LIABLE FOR ANY PERSONAL INJURY, PROPERTY DAMAGE OR OTHER LOSS BASED ON ANY CLAIM AT ALL INCLUDING A CLAIM THE PRODUCT FAILED TO GIVE WARNING. HOWEVER, IF SELLER OR ITS AFFILIATES ARE HELD LIABLE, WHETHER DIRECTLY OR INDIRECTLY, FOR ANY LOSS OR DAMAGE WITH RESPECT TO THE PRODUCTS IT SELLS, REGARDLESS OF CAUSE OF ORIGIN, THE MAXIMUM LIABILITY SHALL IN NO CASE EXCEED THE PURCHASE PRICE OF THE PRODUCT UNDER THE SPECIFIC ORDER, WHICH SHALL BE FIXED AS LIQUIDATED DAMAGES AND NOT AS A PENALTY AND SHALL BE THE COMPLETE AND EXCLUSIVE REMEDY AGAINST SELLER OR ITS AFFILIATES.

#### **11. Limitation on Liability to Buyer's Customers.**

Buyer agrees to limit liability to its customers to the fullest extent permitted by law. Buyer acknowledges that Seller only gives consumers of its products those statutory warranties as may be required by law, and at no time shall Buyer represent to its customers or users of Seller's products that Seller provides any additional warranties (except as may be specifically provided for products manufactured by Seller). By accepting the products, to the fullest extent permitted by law, Buyer assumes all liability for, and agrees to indemnify and hold Seller harmless against and defend Seller from, any and all suits, claims, demands, causes of action and judgments, or relating damages, whether for personal injury or personal property, suffered by any person, firm, corporation, business association, Buyer customer or end user due to (a) any failure of the products to detect and/or warn of the danger for which the products were designed, or any other failure of the products, (b) Buyer's negligence or willful misconduct, (c) Buyer's failure to comply with applicable law, or (d) any false or misleading statements about the products or uses not intended or approved by the manufacturer of the products, whether or not such damages are caused or contributed to by the sole or joint concurring negligence of Seller.

#### **12. Buyer Representations and Warranties.**

Buyer represents and warrants to Seller that: (a) Buyer will not export or ship any products outside of the Territory; (b) Buyer will not make false or misleading representations, or otherwise make any disparaging statement, about Seller or any product; (c) Buyer will make no representation with respect to the specifications or features of the products except as previously approved in writing or published by Seller or its manufacturers; (d) Buyer will promptly advise Seller of any material complaints, or claims about Seller or the products by customers or other persons; (e) to the extent applicable, Buyer is collecting and processing personal data only after obtaining written permission to do so and in line with its agreement with customers or otherwise in accordance with clear instructions from the person about whom the information is collected and in accordance with applicable laws and regulations; and (f) in the event Buyer purchases Snap One products, Buyer will comply with the relevant Dealer Program Policies.

### **13. IP; Trademarks; Content Provided by Seller.**

Seller's IP Rights. The license granted under these Terms does not constitute a transfer, sale or conveyance of any ownership interest in any of Seller's intellectual property, the rights of any third party IP licensed or otherwise distributed by Seller, or any other proprietary rights, including, without limitation, any patents, copyrights, trade secrets, trademarks, trade names and product names or other rights (collectively the "Seller IP"), all of which are owned or licensed by Seller. Any rights not subject to the license herein are expressly reserved by Seller.

Restrictions on Use. Except as provided by these Terms, Buyer shall not use, copy, modify, have modified, license, sublicense, distribute, rent, sell, or circumvent access rights, decompile or reverse engineer any Seller IP, nor shall Buyer create or develop, or attempt to create or develop, any derivative work based in whole or in part on the Seller IP, or facilitate or assist any third party in doing so. Buyer shall promptly notify Seller if Buyer becomes aware of any person or entity that may be infringing or using unlawfully any Seller IP. Buyer shall fully cooperate with all efforts of Seller to protect Company IP. Seller has the sole right to determine whether to take action with respect to any infringement of Seller IP.

Trademark Use. Seller grants Buyer a limited license to use, exhibit and display, reproduce and publish Seller's name, brands, trade names, trademarks and service marks associated with the products (the "Seller Marks") in order to promote and sell the products. Buyer shall comply with Seller's trademark usage guidelines available upon request. Buyer shall not directly or indirectly contest or challenge, or do anything inconsistent with, Seller's exclusive ownership of the Seller Marks. Buyer shall not alter, deface, remove, cover, mutilate or add to the Seller Marks, except that Dealer may attach labels in the local language, and/or inserts or information in product containers, as required by relevant regulations, if any. Buyer shall not use Seller Marks in Buyer's company name (or in the company name of any subsidiary or affiliate of Buyer), in any telephone number, Internet domain name or URL, or register or attempt to register in any country any trademark, trade name, domain name, keyword, social or business networking media account or identification name confusingly similar to any Seller Trademark. If notwithstanding the foregoing, Buyer has used or does use any of Seller Marks, in Buyer's company name (or in the company name of Buyer's subsidiary or affiliate), or in an internet domain name or URL, then upon written or electronic notice by Seller, Buyer shall promptly change or transfer such names or domains to Seller.

### **14. Return and Repair Policies.**

Return for Credit Unused Product. At its option, Seller may accept as a return for credit unused product in its unopened original package and in a condition that could be sold as new providing the product was purchased from Seller no more than thirty (30) days prior to the date of return. Buyer must provide proof of purchase within the preceding thirty (30) days and method of payment. Buyer shall be responsible for any freight on returns and returns of product must be unopened and must include all original instructions and packaging within the original box. Special order items are, at Seller's option, non-returnable or may be returned subject to a restocking fee. For non-returnable items, no return privileges apply.

Defective Product Replacement Policy.

Bad out of box: Solely as a convenience to Buyer, provided Buyer's account is in good standing and in Seller's sole discretion, any product that is initially defective (bad-out-of-box) may be exchanged for a new product at no charge to Buyer in accordance with the manufacturer's policy that is being passed along to Buyer by Seller or, at Seller's option, returned for credit in accordance with the manufacturer's policy.

Manufacturers' policies may vary. Buyer must provide a copy of the invoice number for the product being returned. Seller may, at Buyer's cost for freight, take the product and send it to the manufacturer. If the manufacturer determines that the product is not initially defective (bad-out-of-box), or not otherwise new, or its inability to function properly is a result of user damage or abuse, Buyer shall pay Seller all charges relating to the product as well as the replacement product previously given or, if applicable, Seller shall have any credit given to Buyer reversed.

Product for Repair: As a convenience to and on behalf of Buyer, provided Buyer's account is in good standing and in Seller's sole discretion, Seller may ship products for warranty or other service to the manufacturer in which event any repair, shipping or handling costs will be charged to the Buyer.

Returns through Snap One Storefronts. In the event that a Buyer purchases products through a Snap One storefront, including snapav.com, control4.com, accessnetworks.com, clarecontrols.com, sunbritetv.com websites, or Snap One Partner Stores, and if Buyer is eligible to return products for itself or on behalf of a customer, Buyer must follow protocols set forth in the Dealer Program Policies including the return policies located at [www.snapav.com/shop/en/snapav/product-returns](http://www.snapav.com/shop/en/snapav/product-returns). Seller reserves the right to deny any return for which notice is not given within the applicable notification period or if the damage is caused by the negligence or willful misconduct of the shipper, Buyer or its representative or agent. Buyer shall not return any product except as expressly permitted under these Terms, and Seller shall have no obligation to accept any other returns. All returns not in compliance with these Terms may be accepted or rejected at Seller's sole option and shall be subject to any additional requirements of the Dealer Program Policies.

## **15. Confidential Information and Data Use Rights**

Confidential Information means any non-public information of a party, such as proprietary technology, trade secrets, know-how, methods of operations, marketing data and sales programs, market studies and trends, financial information, pricing policies, vendor and customer lists, buying patterns, point of sales reports and other information relating to the business, products, purchases or sales of a party, or any of its suppliers or customers. Buyer acknowledges and agrees that Seller may use Buyer's Confidential Information to perform its obligations under these terms and conditions as they apply to the current or contemplated business relationship and may disclose such information to persons on a need-to-know basis to perform such obligations, provided such persons are bound by written confidentiality restrictions no less stringent than those contained herein. In compliance with applicable data protection laws and regulations, Seller may use data collected, generated, processed or transmitted by or through products, or data provided by Buyer regarding the operation or performance of products, in an aggregated or anonymized form for any business purpose, including product development, marketing or sales support or other analytics. If Buyer does not own such data, Buyer grants Seller (or shall procure for Seller) the right to use and make derivative works from such data for any lawful purpose.

## **16. Applicable Law and Jurisdiction.**

These Terms shall be governed by the laws of the State of New York and the laws of New York shall govern its validity, performance and construction. Courts of the State of New York have exclusive jurisdiction over any claims arising out of these Terms. The parties waive any right to trial by jury and submit to the personal jurisdiction of the state and federal courts located in the County of Suffolk, State of New York.

For products sold in Canada, these Terms shall be governed and construed by the laws of the province of Ontario and the laws of Canada applicable therein shall govern its validity, performance and construction. The parties agree that the courts of the province of Ontario, district of Toronto, shall have exclusive jurisdiction over any claims arising out of these Terms and each of the parties hereby irrevocably attorns to the jurisdiction of such courts.

The parties agree that application of the Uniform Computer Information Transaction Act and the United Nations Convention on Contracts for the International Sale of Goods 1980, and any successor law to either, is specifically excluded. Buyer shall not bring a legal action under these Terms more than two years after the cause of action arose unless otherwise provided by local law.

## 17. Term and Termination

Unless terminated as provided herein, these Terms will be effective from the date on which Buyer signs a credit application with Seller or upon Buyer's purchase of product, whichever is earlier (the "Effective Date") and will continue until the first anniversary of the Effective Date (the "Initial Term"). Upon the expiration of the Initial Term, these Terms will automatically renew for successive periods of one year (each, a "Renewal Term") unless terminated at the end of the Initial Term or any Renewal Term by either Party by delivering written or electronic notice of the intent to terminate not less than thirty days prior to the end of the Initial Term or Renewal Term, as applicable.

Either party may terminate these Terms at any time without cause upon thirty days written or electronic notice to the other party. In the event a party is in material breach of these Terms, these Terms may be terminated immediately by the non-breaching Party, provided that notice describing the breach has been provided to the breaching Party and the breaching Party has failed to cure such breach within ten days of its receipt thereof.

Upon termination of these Terms, with or without cause, Buyer shall be subject to the rights and obligations of Terminated Status as set forth in the Dealer Program Policies.

## 18. General Provisions

Notices. All notices and other communications which are required under these Terms shall be in writing or electronic forms and shall be deemed given if hand-delivered or mailed by either registered or certified mail, return receipt requested, or by a nationally recognized overnight courier service, receipt confirmed. In the case of electronic notices, notices shall be deemed effective upon the date that they were sent. In the case of notices via first-class mail or courier service, notices shall be deemed effective upon the date of receipt. All written notices shall be addressed to ADI at 275 Old Country Road, Melville, NY 11747 Attn: Legal or to Buyer at the address as set forth in Buyer's account with ADI, unless either Party notifies the other of a change of address in accordance with this Section 17, in which case the latest noticed address shall be used. All electronic notices to Buyer from Company shall be sent to the email address as set forth in Buyer's account with ADI. All electronic notices to Seller from Buyer shall be sent to [legalnotices@resideo.com](mailto:legalnotices@resideo.com). Notices related to Snap One Products shall be as stated on Addendum 1.

Assignment. Neither party will assign any rights or obligations under these Terms without advance written consent of the other Party, which consent will not be unreasonably withheld. Either party may assign

these Terms in connection with the sale or transfer of all or substantially all the assets of the business to which they pertain. Any attempt to assign or delegate in violation of this clause will be void.

Relationship of the Parties. The relationship between the Parties shall be that of independent contractors. Nothing herein shall be construed as creating or constituting any agency or employment relationship, partnership or joint development.

Enforceability. If any provision of these Terms is held to be unenforceable by a court of competent jurisdiction, such provision shall be more narrowly and equitably construed so that it becomes legal and enforceable, or if such construction is not possible, then the provision shall be deemed removed and, in either case, the balance of the Terms shall continue in full force and effect.

Compliance with Law. Buyer agrees to comply with all applicable laws and regulations, including, without limitation, obtaining and maintaining all certifications, credentials, authorizations, licenses, permits, safety testing, and all regulatory compliance markings, at Buyer's own expense.

Compliance with Seller's Code of Conduct. Without limiting Buyer's obligations to comply with applicable laws and regulations, Buyer shall comply with Seller's Code of Conduct, locate at [www.resideo.com](http://www.resideo.com) and promptly report to Seller any request or demand that, if complied with, would amount to a breach of either these Terms or Seller's Code of Conduct.

No Waiver. Any provision of these Terms may be waived by the party entitled to the benefit of such provision. Neither party will be deemed, by any act or omission, to have waived its right or remedies under these Terms unless such waiver is in writing and signed by the waiving party, and then only to the extent specifically set forth in such writing. A waiver with reference to one event will not be construed as continuing or as a bar to or waiver of any other right or remedy, or as to a subsequent event.

Equitable Relief. The parties agree that a breach of Section 13 (IP; Trademarks; Content Provided by Company), Section 15 (Confidential Use and Data Rights), or Section 17 (Compliance with Law), or of any provision of these Terms affecting the ownership of Seller's intellectual property, or Seller's proprietary information, shall result in immediate and irreparable harm for which ordinary damages may not be a sufficient remedy. Therefore, the parties agree that in the event of any such breach, Seller may seek equitable relief, including without limitation an injunction, specific performance, or other restraint and/or action, in any court of competent jurisdiction, without the necessity of posting any bond, in addition to any other relief to which Seller may be entitled at law or in equity.

Headings. Section headings used in these Terms are for the purposes of convenience only and shall not affect the legal interpretation of these Terms. Any typos, spelling errors, incorrect or missing words or the like in the Terms do not limit or alter the intent of the Terms in any way and upon identification by either Party, both Parties agree to amend or correct the Terms in writing to represent the original intent.

Survival. The expiration or termination of these Terms shall not terminate vested rights of either party from any liabilities or obligations incurred under these Terms prior to or which by their nature are intended to survive expiration or termination, including but not limited to provisions relating to confidentiality, indemnification, warranties and proprietary rights.

ADI Global Distribution Entities. The following Seller entities shall be covered under these Terms:



Resideo LLC, Ademco III, Ltd., Snap One, LLC., Staub Electronics Ltd.

### **Addendum 1: Additional Operating Terms for Exclusive Brand Products**

In the event Buyer purchases Exclusive Brand Products, the following terms (the "Additional Terms") shall apply and supersede any prior understandings between Dealer and Seller:

#### **A. Appointment**

- i. Appointment as Authorized Dealer. Seller appoints Buyer as a non-exclusive authorized dealer for certain products and services ("Exclusive Brand Products") only within the Territory and brands stated herein, unless otherwise authorized in writing by Seller.
  1. The authorized territory is United States, Canada, and Puerto Rico
  2. The Authorized Products are: Araknis, Binary, Clare, Clarevision, Dragonfly, Episode, Luma, Nearus, OvrC (primary-branded), Pakedge, Sense, Strong, SunBrite, Visualint, Wattbox, and Wirepath.

Together, such authorizations are referred to herein as an "Appointment." The foregoing Appointment is subject to the Terms and the dealer program policies available at: [www.snapav.com/shop/en/snapav/dealer-program-policies](http://www.snapav.com/shop/en/snapav/dealer-program-policies) (the "Dealer Program Policies"). In addition, the Appointment is subject to any documents referenced herein or within the Dealer Program Policies. Upon written or electronic notice from Seller to Buyer, these Additional Terms and the Dealer Program Policies may be modified by Seller from time to time.

- ii. Reserved Rights. Seller reserves the right to take any of the following actions, at its sole discretion: (i) change or discontinue the offering of any Authorized Products or brands; (ii) change or terminate the level of support offered by Seller; (iii) modify the Territory or sales channel of the Buyer.

#### **B. Warranty**

- i. General Terms. Seller extends a limited, express warranty to end-users of the Authorized Products, set forth at <https://www.snapone.com/legal/limited-hardware-warranty>. If an Authorized Product is returned to Buyer from an end-user within the warranty period, Buyer agrees to work with Seller to process the return and otherwise assist customers with the limited repair or replacement services solely as set forth in the applicable warranty and Section 14.

#### **C. Pricing**

The Seller will endeavor to provide at least 30 days' notice prior to any price change for the Products.

#### **D. IP; Trademarks; Content Provided by Seller**

In addition to the terms provided in Section 13, the following shall apply for Products:

- i. Seller Content. Seller may provide to Buyer, without limitation, advertising and promotional materials for Authorized Products, as well as specifications, images, and other textual, graphical and/or multimedia content regarding the Authorized Products,

or other technical information, service manuals, specifications, end-user warranties and other product data (“Seller Content”). Subject to any limitations which Seller places on the use of Seller Content by written notification to Buyer, Seller hereby grants Buyer a limited license to use, exhibit and display, reproduce and publish (but not to modify, alter or amend) such Seller Content for the sole purpose of advertising, promoting, installing and servicing the Authorized Products.

- ii. Marketing. In its sole discretion, Seller may provide to Buyer, at no charge, a reasonable number of copies (or links to electronic versions) of any marketing and technical information prepared by Seller relating to the Authorized Products, service manuals, specifications, end-user warranties and other product data and materials within the applicable sales channel(s) (collectively the “Authorized Product Materials”). Seller shall provide such Authorized Product Materials in English, and may provide them in other languages, as may be required. If Seller does not produce the Authorized Product Materials, or any part of them, in a language required by Buyer, or by the laws in effect in the Territory, or any part thereof, then Buyer may, at its own expense and in good faith consultation with Company, translate or obtain the translation of such Authorized Product Materials into such other language; provided that Buyer shall be required: (a) to obtain Company’s approval, which shall not be unreasonably withheld, of any translation and adaptation of the Authorized Product Materials prior to distribution; and (b) to provide Company with a worldwide, fully paid-up license (with right of sublicense) to each such translation. Buyer shall indemnify and hold harmless Company from and against any and all damages, claims, losses or other expenses resulting from any mistake or omission in any translation or adaptation prepared by or on behalf of Buyer.

D. Insurance.

For Products purchased under this Addendum, Buyer shall obtain and maintain at all times adequate insurance as described in the Insurance section of the Dealer Program Policies located at [www.snapav.com/shop/en/snapav/insurance](http://www.snapav.com/shop/en/snapav/insurance). Buyer upon request will supply Seller with a certificate of insurance with respect to each of the foregoing policies that names Seller and its affiliate entities as additional insureds. Buyer’s insurance will be primary, and Buyer is required to respond to and pay claims prior to other coverage.

E. Notices.

All notices and other communications which are required under these Additional Terms shall be in writing or electronic forms and shall be deemed given if hand-delivered or mailed by either registered or certified mail, return receipt requested, or by a nationally recognized overnight courier service, receipt confirmed. In the case of electronic notices, notices shall be deemed effective upon the date that they were sent. In the case of notices via first-class mail or courier service, notices shall be deemed effective upon the date of receipt. All written notices shall be addressed to Buyer at the address as set forth on the Dealer Account website, unless either Party notifies the other of a change of address, in which case the latest noticed address shall be used. All electronic notices to Seller from Company shall be set forth on the Dealer Account website. All electronic notices to Seller from Buyer shall be sent to the email address as designated by Seller from time to time.