

## Nextivity Support Terms

These Nextivity Support Terms (the “Terms”) apply to you if (and only if) you purchase Support Services (defined below) from Nextivity, Inc. (“Nextivity”) for Nextivity’s QUATRA 4000 and QUATRA 4000i (the “Products”). You are entitled to receive Support Services that you have ordered and actually paid for as set forth in the table below.

	<b>Annual Fee</b>
Support Services	Nextivity’s annual standard rate for Support Services is shown in your checkout cart when the Support Services is renewed. Support Services for the first year is included in the cost of a QUATRA 4000 and QUATRA 4000i.

1. Support Services. Nextivity’s product support services consist of using commercially reasonable efforts to provide: (a) an active LTE SIM card for use in the Products only to connect to the WAVE Portal, no other uses of the SIM card is allowed (adequate LTE coverage to be ensured by you), (b) a Site Review by Nextivity via the WAVE portal to identify potential issues with the Product installation (c) Alarm Monitoring and Web Based troubleshooting of alarms, (d) notification to you of any active alarms by e-mail using Nextivity’s ticketing system (follow on support for the issue to be provided by your Point of Sale Support contact and not by Nextivity) and (e) product updates that Nextivity at its own discretion makes generally available to its customers without additional charge (the “Support Services”).
  
2. Exclusions. Nextivity’s Support Services do not include the following: (i) any on-site support work by Nextivity personnel. Should on-site support be required, the cost of such support must be agreed in writing with Nextivity; (ii) any direct support of end-users of the Product. Support is limited to Cel-Fi Certified Installers; (iii) design support, as this is your responsibility; (iv) installation support prior to Site Acceptance being achieved. Issues during this time shall be handled through your Point Of Sale support contacts; (v) post Site Acceptance support that is not explicitly enumerated as part of “Support Services” (vi) product problems caused by your negligence, abuse or misapplication, use of the Product other than as specified in Nextivity’s user manual or other causes beyond the control of Nextivity; or (vi) third party products not provided by Nextivity.
  
3. Support Term. In year 1, the support term will be 14 months from the date a site is created for the Product within the WAVE Portal. Support can only be provided once you submit Site Acceptance Documentation to Nextivity showing a completed installation and that the system is connected, commissioned and on-line. It is your responsibility to ensure that documentation is submitted, and that the system is on-line. In subsequent years, the support term is 12 months from the day the Support Services are renewed, or 12 months from the expiration of a current Product Support Services agreement, whichever is later.
  
4. Definitions.
  - “E-mail support” means support assistance by e-mail, including automated reply and/or ticketing generation, at any time (with best efforts by Nextivity to respond within [one (1)] business day).
  - “Error” means an error in the Product which significantly degrades such Product as compared to Nextivity’s published performance specifications.
  - “Site Review” means a review of the following parameters on the WAVE Portal of a Product after installation, specifically:
    - Donor signal strength
    - Donor signal quality
    - System gain
    - Category cable link stability
  - “Site Acceptance” means an installation has been completed and your customer has accepted the installation and the system has gone live.
  - “Point of Sale” is the distributor through which you bought the Product
  - “Site Acceptance Documentation” means any documentation to show that a site has been accepted by your customer. We suggest you use the Nextivity Site Acceptance Recommendations Checklist, but you may use any suitable documentation to indicate your installation is complete.
  - “Alarm Monitoring” means the checking of a Product via the WAVE Portal for the presence of any standard product alarm.
  - “Web Troubleshooting” means troubleshooting of alarms using information available on the WAVE portal. It specifically excludes on-site troubleshooting, troubleshooting over the phone or troubleshooting engineering level logs.
  - “Cel-Fi Certified Installers” means installers that have successfully completed the Cel-Fi Quatra 4000 training course.

5. Limitation of Liability. IN NO EVENT SHALL NEXTIVITY, NOR OUR DIRECTORS, EMPLOYEES, AGENTS, PARTNERS OR SUPPLIERS, BE LIABLE UNDER CONTRACT, TORT, STRICT LIABILITY, NEGLIGENCE OR ANY OTHER LEGAL OR EQUITABLE THEORY WITH RESPECT TO THE SUPPORT SERVICES OR ANY OTHER SUBJECT MATTER OF THESE TERMS (I) FOR ANY AMOUNTS IN EXCESS, IN THE AGGREGATE, OF THE FEES PAID TO NEXTIVITY HEREUNDER DURING THE TWELVE-MONTH PERIOD PRIOR TO THE DATE THE CAUSE OF ACTION AROSE; OR (II) FOR ANY PUNITIVE, SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES. THIS SECTION DOES NOT LIMIT LIABILITY FOR DEATH OR BODILY INJURY OF A PERSON.
  
6. Warranty Disclaimer. THE SUPPORT SERVICES ARE PROVIDED "AS IS" WITHOUT WARRANTY OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION ANY WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR NON-INFRINGEMENT, EACH OF WHICH ARE HEREBY EXPRESSLY DISCLAIMED. NEXTIVITY AND ITS AFFILIATES AND SUPPLIERS DO NOT WARRANT THAT: (I) THE SUPPORT SERVICES WILL BE SECURE OR AVAILABLE AT ANY PARTICULAR TIME OR LOCATION; (II) ANY DEFECTS OR ERRORS WILL BE CORRECTED; OR (III) THE RESULTS OF USING THE SUPPORT SERVICES WILL MEET YOUR REQUIREMENTS. YOUR USE OF THE SUPPORT SERVICES IS SOLELY AT YOUR OWN RISK.