

Site Requirements

ASSUMPTIONS and DISCLAIMERS

Profound Technologies has identified the following assumptions that are relevant to the scope of this work effort:

- 1) It is assumed that all work related to this engagement will be performed during normal business hours (Monday through Friday, 8 a.m. - 6 p.m. customer local time).
- 2) All documentation will be provided in Microsoft Word, Microsoft Excel, Microsoft Visio, or Adobe PDF electronic file formats at Profound Technologies' discretion or in any format otherwise agreed by Profound Technologies and Company.
- 3) It is assumed that for wire runs there is the ability to get easy access to the open ceiling above the room, for the purpose of running cable through the ceiling beams. If this is deemed not possible, another solution will be advised for speaker cable runs.

RESPONSIBILITIES

- 1) Client is responsible for providing Profound Technologies reasonable access (including remote access) to all facilities and equipment as needed to perform the engagement and accomplish the stated objective.
- 2) Client is fully responsible for maintaining any and all needed backups of company information, data, and system states throughout the entire engagement. Profound Technologies will make every effort to avoid the possibility of data loss, but Profound Technologies is not responsible for any data loss that may occur during this engagement.
- 3) Profound Technologies is responsible for making any requests for information or systems access in a reasonable, timely fashion, so as not to cause project delays or missed deadlines.
- 4) Profound Technologies is responsible for providing a project timeline (upon request) and reasonable justification for any missed deadlines or project delays.
- 5) Profound Technologies is responsible for providing responses to any reasonable inquiries regarding project status and progress (upon request) throughout the engagement.
- 6) Client is responsible for providing 110v Power to Rack location, screen, and AV box locations.
- 7) Client will have a conduit to each location needed by Profound using a 1 1/4" diameter. The conduit is to be provided and installed by others pending final engineering.
- 8) Client will provide a table cubby for pass-through AV connections at the table, if applicable. Company will need to be provided a table model in advance before final engineering.
- 9) Display areas must be backed with 3/4" plywood by a carpenter to allow proper and safe installation. This must be provided by others.
- 10) Client will provide network data connection pulls to rack locations for AV equipment.

WARRANTY

Limited Warranty. Profound Technologies' sole warranty under this Agreement is that it will perform the services required under this agreement in accordance with the standard of care set forth herein and that the services, other than any design and consulting services, shall be free from defects in workmanship for a period of sixty (60) days following completion of the services ("Warranty Period"). Customer shall advise Profound Technologies of any warranty claims arising during the Warranty Period within ten (10) days of finding that any warranty-covered service, service item, or product does not conform to the foregoing limited

warranty. Profound Technologies, at its option, shall correct or re-perform a Service that is determined to be defective in workmanship during the Service Warranty Period. THE FOREGOING LIMITED WARRANTY SHALL NOT APPLY TO NORMAL WEAR OR TEAR OR TO ANY DEFECT RESULTING FROM (i) TAMPERING, ALTERATION, OR REPAIR BY ANYONE OTHER THAN PROFOUND TECHNOLOGIES; (ii) LIGHTNING, FIRE, OR OTHER ACTS OF GOD OR OTHER ACTS BEYOND THE REASONABLE CONTROL OF EITHER PARTY; (iii) USE OF ANY SERVICE, SERVICE ITEM, OR PRODUCT IN A MANNER THAT FAILS TO COMPLY WITH THE INTENDED USE, APPLICABLE SPECIFICATIONS, AND/OR CARE AND HANDLING INSTRUCTIONS (IF APPLICABLE) OR OTHER STANDARDS FOR REASONABLE USE, CARE, OR HANDLING OR (v) COMPLIANCE BY PROFOUND TECHNOLOGIES WITH THE CUSTOMER'S REQUESTS OR SPECIFICATIONS.