MAGICBOX WEBSITE

SERVICE LEVEL AGREEMENT (SLA)
INTRODUCTION

MAGICBOX WEBSITE SERVICE AGREEMENT

THIS SERVICE LEVEL AGREEMENT (“AGREEMENT”) IS MADE BETWEEN THE CUSTOMER (“CUSTOMER”, “END USER” OR “YOU”) AND CLEARONE INC. OR ITS SUBSIDIARIES (“CLEARONE”) ON THE PURCHASE OF SOFTWARE AS A SERVICE (SaaS) SUBSCRIPTION FOR MAGICBOX WEBSITE DIGITAL SIGNAGE SOFTWARE. BY PURCHASING THIS SERVICE FROM CLEARONE, CUSTOMER AGREES TO BE BOUND BY ALL TERMS AND CONDITIONS SET FORTH IN THIS DOCUMENT. CUSTOMER AGREES THAT RENEWING, MODIFYING, EXTENDING OR CONTINUING TO UTILIZE THE SERVICES BEYOND THE INITIAL TERM IS SUBJECT TO THE THEN-CURRENT SERVICE AGREEMENT AVAILABLE FOR REVIEW AT http://www.clearone.com/Service_Agreements.

THESE TERMS AND CONDITIONS (THIS “AGREEMENT”) WILL SUPPLEMENT, AND IF IN CONFLICT WITH, WILL CONTROL, THE TERMS AND CONDITIONS OF ANY APPLICABLE SIGNED AGREEMENT BETWEEN YOU AND CLEARONE (INCLUDING, WITHOUT LIMITATION, CLEARONE’S STANDARD SALES AGREEMENT) OR, IN THE ABSENCE OF SUCH AN AGREEMENT, CLEARONE’S STANDARD INVOICE TERMS AND CONDITIONS OF SALE.

In consideration for your payment to ClearOne as specified on your invoice (“WebSuite 1 Year SaaS”), with respect to the software provided by ClearOne and delivered to Customer, ClearOne will provide you with service pursuant to the following terms and conditions:

SCOPE OF SERVICES

Subscription Overview

ClearOne’s software as a service (SaaS) subscription allows customers’ access to the MagicBox WeSuite Digital Signage Platform via a web browser to create, schedule, and manage digital project content for playback on the Aavelin Digital Signage Player. MagicBox WeSuite subscription terms are 1 year in length. An additional 2 years can be purchased during initial order or upon renewal. This service agreement will cover all of the years of the service that has been purchased by the customer. This service agreement only covers the service provided and not any additional equipment (hardware) used in the signage network.

Technical Support

ClearOne will provide access to ClearOne’s Global Support Centers to assist with software product use, configuration, and troubleshooting. ClearOne will use reasonable efforts to respond to you during ClearOne’s published support hours. Please refer to our website at http://www.clearone.com/customer_support for a complete listing of ClearOne Global Support Centers and their hours of operation.
EXCLUSIONS TO SERVICE AGREEMENT

This SLA is written in a spirit of partnership. ClearOne will always do everything possible to rectify every issue in a timely manner.

However, there are a few exclusions. This SLA does not apply to:

- Software, equipment or services not purchased via and managed by ClearOne which may be used in conjunction with the MagicBox WebSuite Digital Signage Platform.

Additionally, this SLA does not apply when:

- The problem has been caused by using equipment, software or service(s) in a way that is not recommended.
- The client has made unauthorized changes to the configuration or set up of affected equipment, software or services.
- The customer has prevented the supplier from performing required maintenance and update tasks.
- The issue has been caused by unsupported equipment, software or other services.

This SLA does not apply in circumstances that could be reasonably said to be beyond the supplier’s control. For instance: floods, war, acts of god and so on.

This SLA also does not apply if the client is in breach of its contract with the supplier for any reason (e.g. late payment of fees).

ClearOne aims to be helpful and accommodating at all times, and will do its absolute best to assist the customer wherever possible.

CLEARONE RESPONSIBILITY

During the term of the purchased Agreement, and subject to the limitations in this Agreement, ClearOne will provide and maintain the WebSuite Digital Signage Software Platform as necessary and correct any faulty software glitches, bugs, and/or occurrences during the usual and customary usage of the subscription during the Service Agreement period.

Additional responsibilities, ClearOne will:

- Ensure relevant software, services and equipment is available to the customer in line with the uptime levels listed below.
- Respond to support requests within ClearOne’s standard Technical Support response times.
- Take steps to escalate and resolve issues in an appropriate, timely manner.
- Maintain good communication with the customer at all times.
CUSTOMER RESPONSIBILITY

The customer will use the MagicBox WebSuite Digital Signage Platform as intended.

Additionally, the customer will:

- Notify ClearOne of issues or problems in a timely manner.
- Provide ClearOne access to equipment, software and services for the purposes of maintenance, updates and fault prevention.
- Maintain good communication with ClearOne at all times.

RESOLUTION TIMES

ClearOne will always endeavor to resolve problems as swiftly as possible. However, ClearOne is unable to provide guaranteed resolution times. This is because the nature and causes of problems can vary enormously.

For instance, it may be possible to resolve a fatal server issue in minutes, simply by restarting the server. But if a server fails due to disk error or a hardware fault (also classed as a fatal issue) it may take much longer to get back up and running.

In all cases, ClearOne will make its best efforts to resolve problems as quickly as possible. It will also provide frequent progress reports to the client.

RIGHT OF TERMINATION

ClearOne recognizes that it provides a subscription service that is critical to the client’s business.

If ClearOne consistently fails to meet the service levels described in this document, the customer may terminate its entire contract with ClearOne, with no penalty.

This right is available to the client if the supplier fails to meet these service levels more than five times in any single calendar month.
GENERAL TERMS

Term & Term Extensions

This Agreement begins on the date the customer’s MagicBox WebSuite Digital Signage Platform subscription is approved and expires 1 - 3 years later of subscription begin date depending on the length of service initially purchased.

Customers may extend the service agreement term based on available options then in effect for your software. Service term extensions are subject to agreement extension availability and must be purchased prior to service term expiration. ClearOne may, at its own discretion, decide not to renew service agreements beyond the original term.

Non-disclosure

Both parties agree and acknowledge that in the course of the performance of this Agreement, both parties may receive or otherwise acquire information which is confidential and proprietary to either party, including, but not limited to, product specifications, suppliers, company finances and financial results, plans, manuals, strategies, marketing methods, and customers.

Both parties acknowledge that such information is the proprietary property of each of the parties to which such information belongs and agree that such information shall not be disclosed or used at any time, either during or subsequent to this Agreement, except as such disclosure or use may be required in connection with the performance of duties under the terms of this Agreement. This covenant shall survive the termination of this Agreement.

Transferability

Customer may not assign nor transfer its rights, under the Term and Conditions of the Agreement, by operation of law or otherwise, without the prior written consent of ClearOne. Requests to transfer the Agreement, in whole or in part, must be submitted in writing along with part number, serial number and proof of original purchase to orders@clearone.com.

GOVERNING LAW

This Agreement is governed by the laws of the State of Utah, United States of America.
LIMITATION OF LIABILITY

NEITHER CLEARONE NOR ITS AFFILIATES, PARTNERS, OFFICERS, DIRECTORS, EMPLOYEES OR AGENTS ARE LIABLE TO YOU, OR ANY SUBSEQUENT OWNER OR OTHER USER OF THE EQUIPMENT AND/OR SOFTWARE, FOR ANY INCIDENTAL OR CONSEQUENTIAL DAMAGES, INCLUDING, BUT NOT LIMITED TO, LIABILITY OR DAMAGES FOR THE EQUIPMENT AND/OR SOFTWARE NOT BEING AVAILABLE FOR USE, LOSS OR CORRUPTION OF DATA OR SOFTWARE, PERSONAL INJURY, DEATH, OTHER INDIRECT LOSS DUE TO EQUIPMENT AND/OR SOFTWARE FAILURE, OR ANY AND ALL INCIDENTAL, INDIRECT, SPECIAL OR CONSEQUENTIAL DAMAGES ARISING OUT OF OR IN CONNECTION WITH THE USE OR PERFORMANCE OF THE EQUIPMENT AND/OR SOFTWARE, EVEN IF YOU HAVE ADVISED US OF THE POSSIBILITY OF SUCH DAMAGES. BY ENTERING INTO THIS AGREEMENT, YOU EXPRESSLY WAIVE ANY CLAIMS DESCRIBED IN THIS PARAGRAPH. YOU AGREE AND UNDERSTAND THAT WE WILL NOT BE RESPONSIBLE FOR ANY AMOUNT OF DAMAGES ABOVE THE AGGREGATE DOLLAR AMOUNT PAID BY YOU FOR THE PURCHASE OF THE EQUIPMENT AND/OR SOFTWARE COVERED BY THIS AGREEMENT. SOME STATES DO NOT ALLOW THE EXCLUSION OR LIMITATION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO SOME OR ALL OF THE ABOVE LIMITATION OR EXCLUSION MAY NOT APPLY TO YOU.