



PRODUCT AND SERVICE AGREEMENT

THIS SIGNEASE PRODUCT and SERVICE AGREEMENT, hereinafter referred to as (“SEPSA”), is made this [DATE] by and between North American Cable Equipment Inc. (“NACE”) a Pennsylvania corporation and _____ a _____ with offices at _____ (“The Property”).

1. SERVICES

- A. SIGNEASE PRODUCT AND SERVICE. NACE shall provide The Property with the SIGNEASE Hardware, Equipment, Product and or Service (“the SEPS”) described in the Product, Service, Price and Billing Paragraph subject to the terms and conditions of this agreement and any amendments or attachments which may then be in effect.

2. PERMITTED USE

- A. Internal Use/Third Party Access. Subject to the terms and conditions set forth herein, authorizes The Property:
1. to use the SEPS for its internal business purposes;
- B. No-Exclusive Arrangement. The Property acknowledges and understands that this is a non-exclusive arrangement and nothing herein shall preclude NACE from providing SEPS or related services to any third party, or from authorizing third parties to make SEPS available to their Properties.

3. ARTICLE I – DEFINITIONS

- i. “SIGNEASE Product and or Service” shall mean the Hardware, Product and or Service The Property utilizes to offer the SIGNEASE Hardware, Product and or Service.

4. TERMS AND CONDITIONS

The term of the Agreement shall extend so long as any Attachment to this Agreement remains in effect and NACE is providing SEPS to The Property. The term of this Agreement (“Term”) shall commence on the Activation Date and continue for the defined period in Paragraph 9, Service Period, of this service agreement and shall automatically renew for an additional 1-year period (the “Initial Renewal Period”).

- A. “SIGNEASE” Logo and Trademark Usage. The Property shall not use any “SIGNEASE” trademark, service name or logo (including, without limitation, “NACE”, “SIGNEASE”) (“Collectively the “NACE Trademarks”) without receiving North American Cable Equipment, Inc.’s prior written consent, which may be granted or withheld or withdrawn in North American Cable Equipment Inc.’s sole discretion.
- B. Indemnification. The Property shall indemnify defend and hold harmless NACE, and their respective affiliates, and their respective employees, officers, directors, contractors, subcontractors, telecommunications providers and authorized distributors, from and against any and all any losses, damages, claims, demands, suits, liabilities and expenses (including reasonable attorneys’ fees and other costs of investigation and defense) (collectively, “Claims”) caused by or arising out of, directly or indirectly, a breach or alleged breach of the indemnifying party’s obligations under the Agreement or negligence in the performance thereof.



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- C. Arbitration. Any dispute or claim arising out of the interpretation, performance, or breach of the Agreement, including without limitation claims alleging fraud in the inducement, shall be resolved only by binding arbitration, at the request of either party, in accordance with the rules of the American Arbitration Association, modified as herein provided. The arbitrators shall be, to the fullest extent available, either retired judges or selected from a panel of persons trained and expert in the subject area of the asserted claims. If the claim seeks damages of less than \$250,000, one arbitrator shall decide it. In all other cases, each party shall select one arbitrator, who shall jointly select the third arbitrator. If for any reason a third arbitrator is not selected within one month after the claim is first made, the third arbitrator shall be selected in accordance with the rules of the American Arbitration Association. The arbitrators shall apply Pennsylvania substantive law to the proceeding, except to the extent Federal substantive law would apply to any claim. The arbitration shall be conducted in Chester County, Pennsylvania. An award may be entered against a party who fails to appear at a duly noticed hearing. The arbitrators shall prepare in writing and provide to the parties an award including factual findings and the reasons on which their decision is based. The arbitrators shall not have the power to commit errors of law or legal reasoning, and the award may be vacated or corrected on appeal to a court of competent jurisdiction for any such error. The parties agree and acknowledge that no class arbitration shall be permissible hereunder. The decision of the arbitrators may be entered and enforced as a final judgment in any court of competent jurisdiction. The parties shall share equally the arbitrator's fees and other costs of the arbitration. This Paragraph shall survive the termination or expiration of this agreement.
- D. Force Majeure. Notwithstanding any other provision in this Agreement, North American Cable Equipment, Inc. nor Product or Service Provider, shall have any liability to the other or any other person or entity with respect to any failure of SIGNEASE to perform its obligations under the terms of this Agreement if such failure is due to a Force Majeure. "Force Majeure" shall mean any labor dispute; fire; flood; earthquake; riot; legal enactment; government regulation; Act of God; any problem associated with the construction, use and/or operation of "SIGNEASE" or related systems; any problem associated with any equipment owned or maintained by others; or any cause beyond the reasonable control of either party.
- E. Applicable Law; Entire Agreement; Modification. This agreement shall be construed in accordance with and be governed by the laws of the Commonwealth of Pennsylvania, applicable to contracts made and to be performed entirely therein, by residents of the Commonwealth of Pennsylvania. This Agreement, together with all Exhibits hereto and the Terms and Conditions, constitutes the entire agreement between the parties, and supersedes all previous understandings, commitments or representations concerning the subject matter. Each party acknowledges that the other party has not made any representations other than those that are contained herein. This Agreement may be amended and or modified by North American Cable Equipment, Inc. from time to time. If The Property does not agree or will not consent to any proposed changes, then this agreement shall terminate pursuant to all applicable paragraphs of termination and early termination fee's in the then existing agreement. Any monies due North American Cable Equipment, Inc. as a result of this termination will become due immediately.
- F. The Property Representations and Warranties. The Property hereby represents warrants and covenants that it:



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- a. Shall, throughout the Term, comply with and abide by (i) any and all applicable federal, state and local laws, rules, regulations and ordinances, including, without limitation; the "SIGNEASE" Product and or Service.
- G. The Property consents to NACE and or manufacturers authorized by NACE to install patches, bug fixes, updates, upgrades, new versions and other modifications on your hardware that NACE and or manufacturer may develop from time to time to improve the performance of the Product and or Services ("Updates"). These Updates are essential to the ability to properly deliver the Products and or Services to The Property. The Property may withdraw consent to receiving such Updates by terminating The Property account and ceasing use of the Products and Services, or by contacting Support at NACE, but such withdrawal may entirely limit or eliminate your ability to continue to use and enjoy the full benefits of the Products and or Services. The Properties continued use of the Products and or Services signifies The Property agreement to these Terms.
- H. To use the Product and or Service, The Property must register for a user account ("Account") and provide certain information itself as prompted by the applicable registration form. The Property represents and warrants that: (a) all required registration information submitted is truthful and accurate; (b) The Property will maintain the accuracy of such information; and (c) The Property use of the Products and or Services does not violate any Canadian, U.S. or other applicable law or regulation (e.g., The Property is not located in an embargoed country or are not listed as a prohibited or restricted party under applicable export control laws and regulations). The Property is entirely responsible for maintaining the confidentiality of The Property Account login information and for all activities that occur under The Property Account. The Property agrees to use "strong" passwords (passwords that use a combination of upper and lower case letters, numbers and symbols) with The Property Account, and to maintain password securely to prevent others from gaining access without The Property permission. The Property agrees to immediately notify NACE of any unauthorized use, or suspected unauthorized use, of The Property Account or any other breach of security. NACE is not liable for any loss or damage arising from The Property failure to comply with the aforementioned requirements.
- I. The Property is responsible for all content posted and all activity that occurs under The Property Account.
- J. Intended use of SIGNEASE Product and or Services: (a) The Products and or Services are intended to be accessed and used for non-time-critical information and control of SIGNEASE related Hardware and or Services. While NACE and its affiliates aim for the Products and or Services to be highly reliable and available, they are not intended to be reliable or available 100% of the time. The Products and or Services are subject to sporadic interruptions and failures for a variety of reasons beyond NACE's control, including Wi-Fi intermittency or service provider uptime, among others. The Property acknowledges these limitations and agrees that NACE ("SIGNEASE") is not responsible for any damages allegedly caused by the failure or delay of the Products and or Services to reflect current status or notifications. (b) No life-safety or critical uses of the Services. The Property acknowledges and agrees that the Product and or Services, whether standing alone or when interfaced with third-party products and or services are not certified for emergency response. NACE makes no warranty or representation that use of the Hardware, Product and or Services with any third-party product or service will affect or increase any level of safety. **THE PROPERTY UNDERSTANDS THAT THE HARDWARE, PRODUCT AND OR SERVICES, WHETHER STANDING ALONE OR INTERFACE WITH THRID-PARTY PRODUCTS**



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OR SERVICES, ARE NOT AN EMERGENCY NOTIFICATION SYSTEM AND OR AN EMERGENCY

ALERT SYSTEM. (c) The Products and or Services will not be accessible without: (i) a working Internet connection that is positioned to communicate reliably with the Hardware; (ii) an Account; (iii) SIGNEASE certified Hardware; (iv) always-on broadband Internet access in the location where the Hardware is operating; (v) a standard HDMI compatible television or computer monitor; and (vi) other system elements that may be specified by NACE. It is The Property responsibility to ensure that The Property has all required system elements and they are compatible and properly configured. The Property acknowledges that the Products and or Services may not work as described when the requirements and compatibility have not been met.

- K. No user of SIGNEASE Products and or Services is authorized to: (a) share their Account access with other parties; (b) share their Account access with individuals operating outside of their immediate organization; (c) share their Account access with external service providers for the purpose of remote content creation or display management; (d) use an Account on behalf of another party, for the purpose of operating a display at the venue of the other party.
- L. SIGNEASE Product and or Services may be operated with SIGNEASE media player hardware only.
- M. If the bandwidth usage of any Account significantly exceeds the average bandwidth usage of other Accounts (as determined solely by NACE), NACE may immediately disable or limit the Account.
- N. SIGNEASE products and or Services may not be resold or bundled without NACE express written consent.
- O. If The Property chooses to enter into agreements or other deals with other SIGNEASE members outside of SIGNEASE authorized Products and or Services, The Property does so entirely at The Property's own risk.

5. CONTENT AND CONDUCT RULES AND OBLIGATIONS

- A. NACE claims no intellectual property rights over the material you provide to the Product and or Service. Your profile and materials uploaded remain yours unless you share it publicly. However, by allowing your Content to be shared publicly, you agree to allow others to view and share your Content, unless you choose not to share content.
- B. The Property understands that all information, data, text, software, music, sound, photographs, graphics, video, messages or other materials ("Content") are the sole responsibility of the person from which such Content originated. This means The Property, and not NACE, are entirely responsible for all Content that The Property upload(s), post, transmit, use or otherwise make available via the Product and or Service. NACE does not control the Content posted via the Product and or Service and, as such, does not guarantee the accuracy, integrity or quality of such Content.
- C. In order for SIGNEASE to use certain types of content and provide users with the Product and or Service, The Property agrees to the following:
 - a. For content that is covered by intellectual property rights, like photos and videos ("IP Content"), you specifically give NACE the following permission, subject to your Share settings: you grant NACE non-exclusive, transferable, sub-licensable, royalty-free, worldwide license to use any IP content that you post on or in connection with the SIGNEASE ("IP License"). This provision is in place to enable SIGNEASE Product and or Service to share your Content with other members in the community, and allows those



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members to play your shared content on their displays, This IP License ends when you delete you IP content, unshare your IP content, or a reasonable period of time after you cancel your account

- b. When you delete IP Content, it is deleted in a manner similar to emptying the recycle bin on a computer. However, you understand that removed IP Content may persist in backup copies for a reasonable period of time (but will not be available to others).
- D. The Property understands that by using the Product and or Service, you may be exposed to Content that is offensive, indecent or objectionable. Under no circumstances will NACE be liable in any way for any Content, for any errors or omission in any Content, or for any loss or damage of any kind incurred as a result of the use of any Content posted, transmitted or otherwise made available via the Product and or Service. The Property acknowledges that NACE does not pre-screen Content, but that NACE and its designates shall have the right (but not the obligation) in their sole discretion to refuse or remove any Content that is available via the Product and or Service. Without limiting the foregoing, NACE and its designates shall have the right to remove any Content that violates the Terms or is otherwise objectionable. The Property agrees that The Property must evaluate and bear all risks associated with the use of any Content, including any reliance on the accuracy, completeness, or usefulness of such Content. In this regard, The Property acknowledges that The Property may not rely on any Content created by SIGNEASE or submitted to SIGNEASE. The Property acknowledges and agrees that NACE may preserve and disclose Content if required to do so by law or in good faith believe that such preservation or discloser is reasonably necessary to:
 - i. Comply with legal process;
 - ii. Enforce the terms;
 - iii. Respond to claims that any Content violates the rights of third-parties; or
 - iv. Protect the rights, property, or personal safety of SIGNEASE, its users and the public.
- E. NACE cares about the integrity and security of your personal information. The Property understands that the technical processing and transmission of the Service, including The Property Content, may involve:
 - a. Transmission over various networks; and
 - b. Changes to conform and adapt to technical requirements of connecting networks or devices
 - c. NACE is not responsible for third party networks, or their security, and such networks and your Content may be transmitted on networks or stored on servers and other devices.
- F. NACE cannot guarantee that unauthorized third parties will never be able to defeat our security measures or use your SIGNEASE related information for improper uses. The Property acknowledges that The Property provides this information at its own risk.
- G. The Property understands that NACE uses third party vendors and hosting partners to provide the necessary hardware, software, networking, storage, and related technology required to provide the Product and or Service.
- H. The Property agrees that The Property will not:
 - a. Upload, post, transmit or otherwise make available any Content that is unlawful, not properly licensed, harmful, threatening, abusive, harassing, tortious, defamatory, vulgar,



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- obscene, libelous, invasive of another's privacy, hateful, or racially, ethnically or otherwise objectionable;
- b. Harm minors in any way;
 - c. Impersonate any person or entity, including, but not limited to, a SIGNEASE and or NACE official, forum leader, guide or host, or falsely state or otherwise misrepresent your affiliation with a person or entity;
 - d. Forge headers or otherwise manipulate identifiers in order to disguise the origin of any Content transmitted through the service;
 - e. Upload, post or otherwise transmit any Content that you do not have a right to transmit under any law or under contractual or fiduciary relationships (such as inside information, proprietary and confidential information learned or disclosed as part of employment relationships or under nondisclosure agreements);
 - f. Upload, post or otherwise transmit any Content that infringes any patent, trademark, trade secret, copyright, rights of privacy or publicity, or other proprietary rights of any party;
 - g. Upload, post, or transmit unsolicited commercial messages or "spam". This includes unethical marketing, advertising, or any other practice that is in any way connected with "spam", such as (a) sending mass email to recipients who haven't requested email from The Property or with fake return address, (b) promoting yourself or others with inappropriate links, titles, descriptions, or (c) promoting yourself or others by posting multiple submissions in public forums that are identical;
 - h. Upload, post or otherwise transmit any material that contains software viruses or any other computer code, files or programs designed to interrupt, destroy or limit the functionality of any computer software or hardware or telecommunications equipment;
 - i. Interfere with or disrupt the Service or servers or networks connected to the Service, or disobey any requirements, procedures, policies or regulations of networks connected to the Service.
 - j. Intentionally or unintentionally violate any applicable local, state, national or international law;
 - k. "stalk" or otherwise harass another member of the Service;
 - l. Promote or provide instructional information about illegal activities, promote physical harm or injury against any group or individual, or promote any act of cruelty to animals. This may include, without limitation, providing instructions on how to assemble bombs, grenades and other weapons or incendiary devices;
 - m. Offer for sale or sell any item, good or service that (a) violates any applicable federal, state, or local law or regulation, (b) The Property does not have full power and authority under all relevant laws and regulations to offer and sell, including all necessary licenses and authorizations, or (c) NACE determines, in its sole discretion, is inappropriate for sale through the Product and or Service provided by SIGNEASE;
 - n. Use the Product and or Service as a forwarding service to another website;
 - o. Exceed the scope of the Product and or Service that you have signed up for; for example, accessing and using the tools that you do not have a right to use, or deleting, adding to, or otherwise changing other people's comments or content as a guest;



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- p. Modify, adapt or hack the Product and or Service or modify another website so as to falsely imply that it is associated with the Product and or Service, NACE, or any other SIGNEASE Product and or Service.
- q. Reproduce, duplicate, copy, sell, resell or exploit any portion of the Product and or Service, use of the Product and or Service, or access to the Product and or Service without NACE's expressed written permission.

If any user is reported to be in violation with the letter or spirit of these terms, NACE retains the right to terminate such account at any time without further warning. Should Content be found or reported to be in violation with, but not limited to, the following terms, it will be in NACE's sole discretion as to what action should be taken.

- I. The look and feel, and software, of the Product and or Service is copyright SIGNEASE or its affiliates. All rights reserved. You may not duplicate, copy, or reuse any portion of the HTML/CSS or visual design elements without express written permission from NACE. The Product and or Service and all elements thereof are the sole worldwide intellectual property of NACE or its affiliates. SIGNEASE and the SIGNEASE logo are registered trademarks of NACE.
- J. The rights granted to you in these Terms are subject to the following restrictions: (i) you agree not to modify, make derivative works of, disassemble, reverse compile, or reverse engineer any part of the Product and or Services; (ii) you agree not to access the Services in order to build a similar or competitive Service; (iii) except as expressly stated herein, no part of the Product and or Services may be copied, reproduced, distributed, republished, downloaded, displayed, posted, or transmitted in any form or by any means; (iv) you agree not to upload, transmit, or distribute any computer viruses, worms, or any software intended to damage or alter a computer or communication network, computer, handheld mobile device, data, the Services, the Hardware, or any other system, device or property; (v) you agree not to interfere with, disrupt, or attempt to gain unauthorized access to, the servers or networks connected to the Services or violate the regulations, policies, or procedures of such networks; (vi) you agree not to access (or attempt to access) any of the Services by means other than through the interface that is provided by SIGNEASE; and (vii) you agree not to remove, obscure or alter any proprietary rights notices (including copyrights and trademark notices) which may be contained in or displayed in connection with the Product and or Services. Any future release, update, or other addition to functionality of the Product and or Service shall be subject to these Terms.
- K. Certain items of independent, third party code may be included in the Web App and/or Mobile Apps that are subject to the GNU General Public License ("**GPL**") or other open source licenses ("**Open Source Software**"). The Open Source Software is licensed under the terms of the license that accompanies such Open Source Software. Nothing in these Terms limits your rights under, or grants you rights that supersede, the terms and conditions of any applicable end user license for such Open Source Software. In particular, nothing in these Terms restricts your right to copy, modify, and distribute such Open Source Software that is subject to the terms of the GPL.

6. GENERAL CONDITIONS



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- A. These terms give you specific legal rights, and you may also have other legal rights in addition, which vary from jurisdiction to jurisdiction. The disclaimers, exclusions, and limitations of liability under these Terms will not apply to the extent prohibited by applicable law. Some jurisdictions do not allow the exclusion of implied warranties or the exclusion or limitation of incidental or consequential damages or other rights, so those provisions of these Terms may not apply to you.
- B. Verbal, physical, written or other abuse (including threats of abuse or retribution) of any SIGNEASE customer, employee, member, or officer will result in immediate account termination.

Subject to the forgoing, the aggregate liability of SIGNEASE under these Terms to you shall not exceed all fees paid by you to NACE for SIGNEASE Product and or Service in the six month period preceding the date at which the first case of any claim or claims arose. The property acknowledges that the limitations in this section are a reasonable allocation of risk.

- C. The failure of NACE to exercise or enforce any right or provision of the Terms shall not constitute a waiver of such right or provision.
- D. The Terms constitute the entire agreement between you and NACE and govern your use of the SIGNEASE Product and or Service superseding any prior agreements between The Property and NACE (including, but not limited to, any prior versions of the Terms). Questions about the Terms should be sent to SIGNEASE at NACE.
- E. Every provision of this Agreement shall be construed, to the extent possible, so as to be valid and enforceable. If any provision of this Agreement so construed is held by a court of competent jurisdiction to be invalid, illegal or otherwise unenforceable, such provision shall be deemed severed from this Agreement, and all other provisions shall remain in full force and effect.
- F. **These Terms shall in all respect be governed by and interpreted, construed and enforced in accordance with the laws applicable in Chester County, Pennsylvania and the parties hereto irrevocably submit without regard to conflicts of law, to the exclusive jurisdiction of the courts or Chester County, Pennsylvania.**
- G. **Assignment and Binding Effect.** NACE may assign, delegate and/or otherwise transfer this Agreement or its rights and obligations hereunder to any person or entity. You may not assign, delegate or otherwise transfer this Agreement or any of its rights or obligation hereunder without the prior written consent of NACE. This Agreement shall be binding upon and inure to the benefit of the parties and their respective successors and permitted assigns.
- H. **Entire Agreement.** This Agreement sets forth the entire agreement and understanding between NACE and you The Property regarding the subject matter hereof and supersedes any prior representations, advertisements, statements, proposals, negotiations, discussions, understandings, or agreements regarding the same subject matter.

7. PRICE, PAYMENT AND TAXES



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- A. Price. The price for SEPS shall be set forth in Paragraph 10 of the SEPSA then in effect. The property agrees to pay NACE through its NACEComm billing platform for (i) all use of SIGNEASE Products and or Services, as applicable.
- B. Taxes. The Property agrees to pay all applicable local, state and federal fees or taxes.
 - (i) The Property acknowledges that currently, and from time to time, there is uncertainty about what fees, taxes and surcharges are due from SIGNEASE and/or its customers. Accordingly, The Property agrees that NACE has the right to determine, in its sole discretion, what fees, taxes and surcharges are due and to collect and remit them to the relevant governmental authorities, and/or to pay and pass them through to The Property.
- C. A valid credit card agreeing to be invoiced payment terms is required for all accounts.
- D. Invoices and Payment. NACE through its NACEComm billing service provider will charge The Property, and The Property agrees to pay in advance, standard monthly fees for the Products and or Service as set forth in Paragraph 10. The Property must provide NACE with a valid credit card or debit card account information, and NACE will charge your fees and other charges to that account. Those fees and other charges will then appear on your monthly credit card or debit card statement, or bank statement. Your card issuer agreement governs your use of your designated credit card or debit card in connection with the SIGNEASE Service, and you must refer to that agreement, with respect to your rights and liabilities as a card holder. If for any reason you pay by check, NACE may charge a service fee, in NACE's sole discretion, for any returned check and/or bank card or charge card chargebacks.
- E. Pricing Schedule and Billing Questions. NACE through its NACEComm billing platform will charge you in accordance with SIGNEASE Pricing Schedule at the time the SIGNEASE Product and or Service ships. The Pricing Schedule may be included in a Services Guide, may be provided to you with your application for services or in materials that come with your on-boarding procedures, or may be posted on a NACE website.
- F. NACE may verify my credit standing with credit reporting agencies and require a deposit based on The Property's credit standing or other applicable criteria. NACE may require a security deposit, or a bank or credit card or debit card authorization from The Property as a condition of providing or continuing to provide SIGNEASE Products and or Services. The Property agrees that NACE may deduct amounts from The Property's security deposit, bill any bank or credit card or debit card submitted by The Property, or utilize any other means of payment available to NACE, including in respect of damaged or unreturned Equipment.
- G. All charges are billed in advance, or as otherwise indicated, on The Property bill and are non-refundable. The property agrees that Late Fees and Collection Expenses may be assessed, subject to applicable law, on amounts that are past due. The Property's failure to deliver payment by the due date is a breach of this Agreement. (i) Payment shall be made in U.S. dollars.
- H. Late Fees, Collections Expenses and Termination for Unpaid Balances. NACE expects The Property to pay account balance on time. NACE will assess an additional 1.5% of any amount outstanding for more than 30 days (or the highest amount as permitted by law, whichever is lower) for each month in which the amount is outstanding and unpaid.
 - a. The property will be liable for all attorney and collection fees arising from efforts to collect any unpaid balances on the Account.



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- b. The Property agrees to be charged and to pay any outstanding balance in the event of cancellation, disconnection or termination of your account as noted in Termination of Service Paragraph of this agreement.
- c. Without limiting any other right NACE may have to terminate your access to the Service, NACE may terminate your access to the Product and or Service if you fail to pay any fees when they are due, in addition to any other remedies NACE may have.
- I. Property billing starts when Product and or Services have been shipped. If any internal wiring is required it is important that this is done in accordance with The Property policies and procedures.
- J. Prices of all aspects of the Service, including but not limited to monthly subscription plan fees, are subject to change upon 30 days' notice from NACE.

5. NO RESALE; ACCEPTABLE USE POLICY

The Property may not allow anyone who is not an Authorized User to use or access the SIGNEASE Product and or Service without first obtaining written permission from NACE. The Property agrees not to use the SIGNEASE Product and or Service:

- A. For illegal purposes;
- B. To transmit threatening, obscene or harassing materials, or
- C. To interfere with or disrupt other network users, network services or network equipment.
- D. Disruptions include, but are not limited to, distribution of unsolicited advertising, propagation of computer viruses or worms, and using the SIGNEASE Product and or Service to make unauthorized entry into any other machine accessible via the network.

7. DISCLAIMER OF WARRANTIES AND LIMITATION OF LIABILITY

- A. NACE provides the SIGNEASE Product and or Services hereunder strictly on an "AS IS" and "AS AVAILABLE" basis without any express guarantee or assurance of quality, reliability or functionality. Except as expressly set forth herein, The Property accepts all risk, including all risk with respect to suitability, use and performance of Product and or Services. NACE does not warrant that:
 - a. The Product and or Service will meet your specific requirements
 - b. The Product and or Service will be uninterrupted, timely, secure, or error-free
 - c. The results that may be obtained from the use of the Product and or Service will be accurate or reliable
 - d. The quality of any products, services, information, or other material purchased or obtained by you through the Product and or Service will meet your expectations, nor that
 - e. Any errors in the Product and or Service will be corrected.
- B. You expressly understand and agree that NACE shall not be liable for any direct, indirect, incidental, special, consequential or exemplary damages, including but not limited to, damages for loss of profits, goodwill, use, data or other intangible losses (even if NACE has been advised of the possibility of such damages), resulting from:
 - a. The use or the inability to use the Product and or Service



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- b. The cost of procurement of substitute goods and services resulting from any goods, data, information or services purchased or obtained or messages received or transactions entered into through or from the Product and or Service;
- c. Unauthorized access to or alteration of your Content, transmissions or data;
- d. Statements or conduct of any third party on the Product and or Service;
- e. Or any other matter relating to the Product and or Service.

8. TERMINATION OF SERVICE

(i) NACE reserves the right, in its sole discretion, to terminate your SIGNEASE account, and/or your use of the Product and or Service, with or without notice, at any time.

(ii) You may terminate your SIGNEASE account with 90 days advanced notice for any reason by providing notice of intent to terminate to SIGNEASE, attention NTSG, by registered or certified mail. In the event that your account is terminated or cancelled, no refund, including any fees you have paid to NACE, will be granted.

(iii) Upon termination and or cancelation, all Content associated with an Account is considered immediately removed from all related Products and or Services. Reactivation of cancelled Account does not guarantee access to previously uploaded content.

(iv) NACE, in its sole discretion, has the right to suspend or terminate your SIGNEASE Account and refuse any and all current or future use of the Products and Services, for any reason at any time. Such termination of Products and or Services will result in the deactivation or deletion of your Account, the deactivation of the Product and or Service, and the loss of access to all Content associated with your Account. NACE reserves the right to refuse service to anyone for any reason at any time.

A. TERMINATION METHODS

You may terminate your Account by delivering notice via registered mail to SIGNEASE, Attn: NTSG-Billing by sending your cancelation request via U.S. Mail to SIGNEASE, Attn: NTSG-Billing, 1085 Andrews Drive, Suite A, West Chester, PA. 19380. The Property still must pay for all charges, including late charges, accrued until your deactivation, including full monthly charges for the month during which the termination occurs. NACE reserves the right to collect fees, surcharges or costs incurred before The Property cancels service.

9. SERVICE PERIOD

- A. Selected Service Period. The Service Period shall be 12 Months from the date of Product and or Service shipment of this service agreement.
- B. The Service Period will commence on the shipment of SIGNEASE Product and or Service and extend for the Service Period stated above.



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- C. Upon expiration of the Service Period, this SEPSA shall automatically extend on a year to year basis at then-current list prices unless either party provides written notice of termination at least 90 days prior to the expiration of the Service Period.

10. PRODUCT, SERVICE, PRICE, AND BILLING

A. SERVICE

- a. Service :
- b. Service :

B. PRICING

- 1. Monthly Recurring Fees
Monthly Recurring Fees: \$49.99

C. Quantity: _____

*Pricing does not include additional Taxes, Fees, and Surcharges.

*Exhibit A – Additional, standalone Order Form. SEPSA must be signed first.

11. SIGNEASE Contact Information

If you have any questions or comments regarding this SIGNEASE agreement, please contact us by email at NTSG@northamericancable.com or by regular mail at:

NACE
 Attn: SIGNEASE
 1085 Andrews Drive, Suite A
 West Chester, PA. 19380

12. Property Contact Information

Property Name		Property Contact	
Telephone Number		Fax Number	
Email Address		Mobile Number	
Address			
City			
State			
Zip			



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13. Property : Banking Information

Bank Name		Bank Phone	
Card Brand(Visa, MasterCard, Amex)		Name on Card	
Card Number		Expiration Date	
Security Number			

14. Signatures

Authorized Signor (Property):

Property: _____

Name: _____

Title: _____

Date: _____

Signature: _____

15. NTSG Reviewer:

NTSG Reviewer: _____

Title: _____

Date: _____

Signature: _____



PRODUCT AND SERVICE AGREEMENT

List of Exhibits

Exhibit A – Order Form



PRODUCT AND SERVICE AGREEMENT

Insert order form here if applicable