



North America Service Level Agreement Statement of Work

Planar Systems Inc. ("Planar")'s North America Service Level Agreement ("SLA") Statement of Work ("SOW") gives you access to our network of certified technicians trained to provide repair services stated herein ("Services") for Planar products. Our committed knowledge gives you confidence that you will be working with the experts.

This SOW outlines the responsibilities of Planar, as well as the Integrator, Dealer, Reseller and/or Customer (collectively, "Customer"), to ensure the repair process proceeds smoothly and on time. Any special requests or concerns not included in this document must be addressed prior to your purchase of the SLA service.

The SLA SOW is governed by the Planar Terms and Conditions of Sale unless you have a signed agreement with Planar such as a Customer Purchase Agreement with Services Addendum, a Customer Site Service Agreement or a Channel Partner Agreement.

The duration of SLA covered by this SOW is as stated in Planar's final order confirmation for the SLA purchase. SLA duration is measured from the product warranty start date, or from the invoice date if purchased later.

This SOW covers as-needed break-fix ("Break-fix") repair for serious problems.

Service Level Guarantee

Planar guarantees a 2-hour time to response and 72-hour time to site. "Time to response" is defined as the time between Planar's receipt of Customer's report and when a Planar representative returns contact via email, phone or in person. "Time to site" is defined as the time between the final remote repair attempts and when a technician arrives at the Customer designated site address.

The Service Level Guarantee applies only to Break-fix repairs and is only available within the contiguous 48 US states and the District of Columbia.

Reporting Procedure

Call technical support directly at 321-308-4422, and immediately inform them that the affected product is covered under a SLA.

If technical support determines that the issue does not qualify for an immediate Break-fix repair visit, then technical support will provide contact information to schedule a paid service or maintenance visit, if desired.

Pre-Arrival Requirements

Prior to Planar authorized technician arrival, all of the following tasks shall be completed by Customer:

- Attempt low level repairs and diagnostics with Planar technical support via phone or email.
- Prepare clean and safe work areas with power outlets available for technicians' use.
- Ensure access to the products is approved and available, including providing any necessary secured door access or escorts, and ladders, lifts or scaffolding.
- Remove any third-party equipment that impedes access or service of the Planar equipment (e.g. third-party bezel surrounds, non-Planar supplied touch overlays, etc.).

Troubleshooting

Planar will perform product diagnostics on Planar products to discover or resolve issues. Troubleshooting may not result in correction or fix of issue. If repair cannot be made during a troubleshooting visit, follow-on visits will be scheduled with appropriate parts, labor and time on site.

Repair

Planar will be responsible for repair or replacement of Planar supplied equipment only. The cost of parts or replacement products will not be charged for products under warranty. Out-of-warranty products or repair/replacement for reasons not covered by the warranty will be charged.

Pricing

Quoted price includes labor, airfare and other travel expenses per visit to the originally contracted Planar product site, unless otherwise noted. Prices assume work hours between 8 am and 5 pm local time, Monday through Friday.

If different site conditions apply or if services other than those stated herein are required, an addendum to this SOW will be issued to include the additional services and associated fees.

Eligibility; Termination

Products are eligible for the SLA if they were purchased from Planar or an authorized Planar dealer or distributor, and have been installed and used within their specifications.

If products were not directly installed or supervised by Planar, or if the SLA is requested after the initial purchase and installation has occurred, a site visit will be required (at Customer's expense) to verify that the equipment is eligible for the SLA based on installation/use environment. If products are found not acceptable for the SLA, a quote will be offered to get products back to acceptable standards, if possible.

Products that have been announced as "end of life" by Planar will not be eligible for the SLA, including renewal.

Planar may terminate or not renew the SLA if it determines that Customer has acted in bad faith with respect to its use of the Break-fix services, including repeated use of the products outside their specifications or other actions contrary to the product warranty or this SLA. No refund or credit will be offered in this case.

Planar also reserves the right to terminate or not renew the SLA for products that are out of warranty and for which Planar determines that the costs to repair are above average with respect to similar products offered by Planar. The pro rata amount of SLA fees prepaid by Customer, based on the remaining contract length, will be credited toward Customer's purchase of a new SLA or Planar Service Maintenance ("Maintenance") plan.

If Customer purchases new Planar products to replace a video wall that is covered by the SLA, the pro rata amount of SLA fees prepaid by Customer, based on the remaining contract length, will be credited toward Customer's purchase of an SLA or Maintenance plan for the new products.

Additional Terms and Conditions

- The Planar Standard Warranty terms and conditions apply to all Break-fix repair services. Standard Warranty terms are available at: www.planar.com/support. Planar reserves the right to update the Planar Standard Warranty terms and conditions at any time.
- Planar is not responsible for repair of products not purchased from Planar directly or through an authorized Planar dealer or distributor.
- Planar is not responsible for repair or maintenance of products not covered by the SLA.
- Failure to follow proper reporting procedures will result in the issue report to be acted upon as a standard service request, and not a time-restricted SLA.
- Planar will not be responsible for missed time to response or time to site if reporting procedures are not followed correctly.
- Planar will not be responsible for missed time to site if the site is not ready or access is not provided within the 72-hour timeframe, regardless of whether the technician arrived within the timeframe.
- If portions of the equipment to be fixed or maintained are not accessible, those portions will not be serviced.
- Planar is not responsible for assessing structural integrity or for modifying structures, drilling holes in walls, floors or ceiling, terminating cables or installing conduit.
- Services do not include replacement of cable where union restrictions or electrical code do not allow. In these scenarios, diagnostics will be performed by Planar, and labor will be provided by Customer.
- In the event of damage or failure of product and no spares are available at the equipment site, Customer will follow standard warranty procedures and request an RMA for replacement product if under warranty or will purchase replacement product if not under warranty.
- Customer is responsible for having all spare equipment available on site during all service visits. Delays caused by spare equipment not being on site may be billable.
- Technicians will not extend their visit to wait for the arrival of replacement parts. If replacements do not arrive during the current visit, Customer will need to schedule a separate service call once the parts arrive.
- Customer is responsible at all times for security of storage for equipment and materials.
- Planar technicians will consolidate garbage and other debris; Customer will be responsible for garbage removal from the equipment site.
- Planar reserve the right to invoice additional charges for Services delivered outside the scope of this SOW, or if site conditions do not meet the requirements stated herein.
- LED video wall pixel-level repair is covered after 1% of total pixels are out as a Break-fix repair with Service Level Guarantee coverage (as applicable).

- Site visits initiated under the pretense of SLA coverage but found to be no-fault of Planar products may be invoiced to the Customer at full service visit price.

The terms of this Statement of Work are accepted by the Customer upon issuance of its purchase order for the SLA or receipt of any SLA services. Different or additional terms included in Customer's purchase order will have no force or effect.

Warranty

Services: For 90 days after completion of each particular Service, Seller warrants to Buyer that such Service has been performed in a professional manner consistent with industry standards. Buyer's exclusive remedy for any breach of this warranty will be for Seller to re-perform the affected Service at no additional cost to Buyer or, if the Service cannot be re-performed, to refund the amount already paid for the affected services.

Disclaimer: SELLER DISCLAIMS AND BUYER WAIVES ALL OTHER WARRANTIES AND CONDITIONS, EXPRESS, IMPLIED OR STATUTORY, INCLUDING BUT NOT LIMITED TO IMPLIED WARRANTIES OR CONDITIONS OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE AND NON-INFRINGEMENT, AND ALL WARRANTIES OR CONDITIONS BASED ON COURSE OF DEALING, COURSE OF PERFORMANCE OR TRADE USAGE.