

Embedded Product Configurator Usage Agreement

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Please Read Carefully Before Using This Website: The following terms of service (“**Terms of Service**”) govern your use of the Liberty Website (the “**Site**”) and the Liberty web-based, application integration and embedded product configurator accessed through the Site (“**Service**”), both of which are operated by Liberty AV Solutions, a subsidiary of WESCO Distribution, Inc. (“**Liberty**”, “**WESCO**”, or “**we**”). By using the Site and/or the Service, you irrevocably agree that such use is subject to these Terms of Service. If you do not agree to these Terms of Service, you may not use the Site or the Service. If you are entering into these Terms of Service on behalf of an entity, you are binding such entity to these Terms of Service, you represent that you have the actual authority to bind such entity to these Terms of Service, and references to “you” mean such entity.

Liberty expressly reserves the right to modify the Terms of Service at any time in its sole discretion by including such alteration and/or modification in these Terms of Service, along with a notice of the effective date of such modified Terms of Service. If a revision meaningfully reduces your rights, we will use reasonable efforts to notify you (by, for example, sending an email to the billing contact you designate in your User Account (as defined below), through your User Account or in the Service itself). To the extent you have purchased a subscription to the Service, the modified terms will be effective as to such subscription Service upon your next subscription renewal. In this case, if you object to the updated terms, as your exclusive remedy, you may choose not to renew, including cancelling any terms set to auto-renew. In all other cases, any continued use by you of the Site or the Service after the posting of such modified Terms of Service shall be deemed to indicate your irrevocable agreement to such modified Terms of Service. Accordingly, if at any time you do not agree to be subject to any modified Terms of Service, you may no longer use the Site or Service.

User Account Registration; Passwords

(a) Account Registration and Use License: In order to access and use all of the features of the Service, you are required to open an account (“**API Account**” or “**User Account**”) by registering with Liberty. When you register for your API/User Account you must provide true, accurate, current and complete information (“**Account Information**”), and you agree to update the Account Information in order to ensure that it is current. Upon proper registration and opening of an API/User Account, and subject to all of the terms and conditions of these Terms of Service, Liberty hereby grants to you the personal, non-transferable right and license to use the Service, solely for your own internal business purposes, until such time as either you or Liberty elect to terminate such right in accordance with these Terms of Service.

(b) Eligibility: As an express condition of being permitted to open an API/User Account, you represent and warrant that you (i) have the legal capacity (including, without limitation, being of sufficient age) to enter into contracts under the law of the jurisdiction in which you reside, (ii) are not on a list of persons barred you from receiving services under U.S. laws (including, without limitation, the Denied Persons List and the Entity List issued by the U.S. Department of Commerce, Bureau of Industry and Security) or other applicable jurisdiction and (iii) are not a resident of Cuba, Iran, North Korea, Sudan or Syria.

(c) Passwords: Upon registration on the Site, you will provide Liberty with a password to access your account. You are responsible for maintaining the confidentiality of your password and for all of your activities and those of any third party that occur through your account, whether or not authorized by you. You agree to immediately notify Liberty of any suspected or actual unauthorized use of your User Account. You agree that Liberty will not under any circumstances be liable for any cost, loss, damages or expenses arising out of a failure by you to maintain the security of your password.

Site Content

(a) Liberty Content: The information, materials (including, without limitation, HTML, text, audio, video, white papers, press releases, data sheets, product descriptions, software and FAQs and other content) available on the Site and/or the Service, excluding Third Party Content (collectively, "**Liberty Content**"), are the copyrighted works of Liberty, and Liberty expressly retains all right title and interest in and to the Liberty Content, including, without limitation, all intellectual property rights therein and thereto. Except as expressly permitted in these Terms of Service, any use of the Liberty Content may violate copyright and/or other applicable laws.

(b) Third Party Content: In addition to Liberty Content, the Site and/or the Service may contain information and materials provided to Liberty by third parties (collectively, "**Third Party Content**"). Third Party Content is the copyrighted work of its owner, who expressly retains all right title and interest in and to the Third Party Content, including, without limitation, all intellectual property rights therein and thereto. In addition to being subject to these Terms of Service, Third Party Content may also be subject to different and/or additional terms of use and/or privacy policies of such third parties. Please contact the appropriate third party for further information regarding any such different and/or additional terms of use applicable to Third Party Content.

(c) Limited Site Content License: Liberty grants you the limited, revocable, non-transferable, non-exclusive right to use the Liberty Content and Third Party Content (collectively, "**Site Content**") by displaying the Site Content on your computer, and downloading and printing pages from the Site containing Site Content, under the condition that (i) such activity is solely for your personal, education or other noncommercial use, (ii) you do not modify or prepare derivative works from the Site Content, (iii) you do not obscure, alter or remove any notice of copyright set forth on any Site pages or Site Content, (iv) you do not otherwise reproduce, re-distribute or publicly display any of the Site Content and (v) you do not copy any Site Content to any other media or other storage format.

(d) Trademarks: All trademarks, service marks and logos included on the Site ("**Marks**") are the property of Liberty or third parties, and you may not use such Marks without the express, prior written consent of Liberty or the applicable third party.

(e) Monitoring of Site Content and use of Service: Liberty reserves the right, but does not undertake the obligation, to monitor use of the Site and/or the Service, and to investigate and take appropriate legal action against any party that uses the Site in violation of these Terms of Service or applicable law. Liberty reserves the right to accept, reject or modify any Site Content

or User Content, but assumes no liability based on its acceptance, rejection, modification or failure to modify any Site Content or User Content.

(f) Copyright Infringement: As a condition of your right to use the Site and the Service, you agree to respect the intellectual property rights of others. Accordingly, you agree not to upload or post to the Site or the Service any copyrighted materials, trademarks or other proprietary information belonging to any third party without the prior written consent of the applicable third party. You acknowledge that Liberty will terminate your access to the Site and/or the Service if you repeatedly infringe the copyright of third parties. If you believe that your copyrighted work has been illegally uploaded or posted on the Site or the Service, you may send a written notice to Liberty at webmaster@LibAV.com, and Liberty will respond pursuant to its Digital Millennium Copyright Act (“DMCA”) procedure. Liberty’s DMCA procedure is in accordance with that suggested by DMCA, the text of which can be found at the U.S. Copyright Office web site <http://www.copyright.gov/legislation/dmca.pdf>. Liberty reserves all rights to seek damages and fees associated with infringement and/or fraud.

Your Use of the Site and Service

(a) Account and Use of Service: You may use your API/User Account for the Service only in accordance with these Terms of Service and only for lawful purposes. You are responsible for your own communications, including the upload, transmission and posting of information, and are responsible for the consequences of their posting on or through the Service.

(b) Cancellation and Termination by You: You are solely responsible for properly canceling your User Account.

(c) Termination and Suspension by Liberty: Liberty may terminate your User Account and/or these Terms of Service at any time and for any reason upon notice to you. We may also suspend our Service to you at any time, with or without cause. If we terminate your User Account without cause, we will refund a prorated portion of your monthly prepayment. We will not refund or reimburse you if we terminate your User Account for cause, including (without limitation) for a violation of these Terms of Service.

(d) Effect of Termination: Once your User Account is terminated, we may permanently delete your User Account and any or all User Content associated with it. If you do not log in to your User Account for 12 or more months, we may treat your User Account as “inactive” and permanently delete the User Account and all the data associated with it. Except where an exclusive remedy may be specified in this Agreement, the exercise by either party of any remedy, including termination, will be without prejudice to any other remedies it may have under these Terms of Service. All sections of this Agreement which by their nature should survive termination will survive, including without limitation, accrued rights to payment, use restrictions and indemnity obligations, confidentiality obligations, warranty disclaimers, and limitations of liability.

(e) Prohibited Conduct: You agree not to use the Site or the Service for: (i) posting any (1) information which is incomplete, false, inaccurate or not your own, (2) trade secrets or material that is copyrighted or otherwise owned by a third party unless you have a valid license from the owner which permits you to post it, (3) material that infringes on any other intellectual

property, privacy or publicity right of another, (4) advertisement, promotional materials or solicitation related to any product or service that is competitive with Liberty products or services or (5) software or programs which contain any harmful code, including, but not limited to, viruses, worms, time bombs or Trojan horses; (ii) impersonating another person; (iii) engaging in or encouraging conduct that would constitute a criminal offense, give rise to civil liability or otherwise violate any city, state, national or international law or regulation, or which fails to comply with accepted Internet protocol; or (iv) transmitting or transferring (by any means) information or software derived from the Site or the Service to foreign countries or certain foreign nations in violation of US export control laws. In addition, you agree not to violate or attempt to violate the security of the Site, the Service or Liberty's system or network security, including, without limitation, the following: (w) accessing data not intended for users of the Site or the Service, or gaining unauthorized access to an account, server or any other computer system; (x) attempting to probe, scan or test the vulnerability of a system or network or to breach security or authentication measures; (y) attempting to interfere with the function of the Site, the Service, host or network, including, without limitation, via means of submitting a virus to the Site, overloading, "flooding", "mailbombing", "crashing", or sending unsolicited e-mail, including promotions and/or advertising of products or services; or (z) forging any TCP/IP packet header or any part of the header information in any e-mail or newsgroup posting or (6) transmitting, importing, uploading, or incorporating any financial or medical information of any nature, or any sensitive personal information. Violations of the Site's, the Service's or Liberty's system or network security may result in civil or criminal liability.

In addition, you agree not to, directly or indirectly: (A) reverse engineer, decompile, disassemble or otherwise attempt to discover the source code, object code or underlying structure, ideas or algorithms of the Service or any software, documentation or data related to or provided with the Service ("Software"); (B) modify, translate, or create derivative works based on the Service or Software; or copy (except for archival purposes), rent, lease, distribute, pledge, assign, or otherwise transfer or encumber rights to the Service or Software; (C) use or access the Service to build or support, and/or assist a third party in building or supporting, products or services competitive to Liberty; (D) remove any proprietary notices or labels from the Service or Software; or (E) otherwise use the Service or Software outside of the scope of the rights expressly granted herein. You agree to use the Service and Software only for your own internal business operations, and not to transfer, distribute, sell, republish, resell, lease, sublease, license, sub-license or assign the Service or use the Service for the operation of a service bureau or timesharing service.

(f) Suggestions: You hereby grant to Liberty a royalty-free, worldwide, transferable, sublicensable, irrevocable, perpetual license to use or incorporate into the Site, the Service and/or other Liberty offerings any suggestions, enhancement requests, recommendations or other feedback provided by you to Liberty that is related to the Site and/or the Service.

(g) Aggregated and/or Anonymized Data: Notwithstanding anything to the contrary set forth herein or otherwise, Liberty will have the right to collect and analyze data and other information relating to the provision, use or performance of the Site and/or Service and related systems and technologies (including information concerning User Data and data derived therefrom), and to aggregate and/or anonymize all such data and information. Liberty will be

free at any time to: (i) use such information and data to improve and enhance Liberty's offerings; and (ii) disclose such data in aggregate or other de-identified form in connection with its business.

(h) Your Indemnification Obligations: You hereby irrevocably agree to indemnify, defend and hold Liberty, its affiliates, directors, officers, employees and agents harmless from and against any and all loss, costs, damages, liabilities and expenses (including attorneys' fees) arising out of or related to (i) any third party claim resulting from a breach by you of any of your covenants, representations or warranties contained in these Terms of Use and/or (ii) your use of the Site and/or the Service.

(i) Liberty's Indemnification Obligations: If you are a paying subscriber to the Service, Liberty will defend you against any third party claim brought against you alleging that the use of such paid Service as permitted hereunder infringes the United States intellectual property rights of a third party, and Liberty shall pay all costs and damages finally awarded against you by a court of competent jurisdiction as a result of any such claim; provided that you (a) promptly give written notice thereof to Liberty; (b) give Liberty sole control of the defense and settlement of the claim; and (c) provide to Liberty all reasonable assistance. The foregoing shall not apply to any claim based upon or arising from (i) any use of the Service outside the scope of these Terms of Service, (ii) User Content, or (iii) a combination of the Service with any content or other technology not provided by Liberty.

Service Warranty

If you are an active Liberty Dealer in good standing and a subscriber to the Service, Liberty warrants to you that it will provide the Service substantially in accordance with its documentation under normal use. In the event of any breach of such warranty, your exclusive remedy will be Liberty's re-performance of the deficient Service or, if Liberty cannot re-perform such deficient Service as warranted, you may terminate your User Account as set forth above.

LIMITATION OF LIABILITY

(a) Warranty Disclaimer: EXCEPT AS EXPRESSLY SET FORTH IMMEDIATELY ABOVE, THE SITE, SITE CONTENT AND SERVICE ARE PROVIDED STRICTLY ON AN "AS IS" AND "AS AVAILABLE" BASIS, AND LIBERTY AND/OR WESCO MAKES NO WARRANTY THAT THE SITE, SERVICE OR SITE CONTENT ARE COMPLETE, SUITABLE FOR YOUR PURPOSE, OR ACCURATE, AND ON BEHALF OF ITSELF AND ITS LICENSORS, LIBERTY AND/OR WESCO HEREBY EXPRESSLY DISCLAIMS ANY AND ALL IMPLIED, STATUTORY OR OTHER WARRANTIES WITH RESPECT TO THE SITE, SITE CONTENT AND SERVICE, OR THE AVAILABILITY OF THE FOREGOING, INCLUDING, WITHOUT LIMITATION, THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE AND NONINFIRNGEMENT. THE ENTIRE RISK AS TO RESULTS OBTAINED THROUGH USE OF THE SITE, SERVICE AND/OR THE SITE CONTENT RESTS WITH YOU AND LIBERTY AND/OR WESCO MAKES NO REPRESENTATION OR WARRANTY THAT THE AVAILABILITY OF THE SITE AND OR THE SERVICE WILL BE UNINTERRUPTED, OR THAT THE SITE, SERVICE AND/OR THE SITE CONTENT WILL BE ERROR FREE OR THAT ALL ERRORS WILL BE CORRECTED.

(b) Limitation of Liability: TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, YOU AGREE THAT LIBERTY AND/OR WESCO SHALL NOT BE LIABLE TO YOU FOR ANY (A) INDIRECT, INCIDENTAL, CONSEQUENTIAL, PUNITIVE, SPECIAL, EXEMPLARY OR STATUTORY DAMAGES (INCLUDING, WITHOUT LIMITATION, LOSS OF BUSINESS, LOSS OF REVENUE, LOSS OF DATA, LOSS OF GOODWILL OR FOR ANY COST OF COVER OR COST OF PROCUREMENT OF SUBSTITUTE GOODS OR SERVICES) OR LOST PROFITS, EVEN IF LIBERTY AND/OR WESCO HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, AND REGARDLESS OF THE LEGAL THEORY UNDER WHICH DAMAGES ARE SOUGHT, WHETHER IN BREACH OF CONTRACT OR IN TORT, INCLUDING NEGLIGENCE OR (B) AMOUNTS IN THE AGGREGATE THAT EXCEED THE FEES PAID BY YOU TO LIBERTY AND/OR WESCO HEREUNDER IN THE SIX (6) MONTHS PRECEDING THE DATE THE CLAIM AROSE.

Privacy Policy

You acknowledge that you have read, understand and agree to the WESCO Privacy Policy located at <http://www.wesco.com/privacy-policy>, which is hereby incorporated into and made a part of these Terms of Service by this reference.

Location of the Site and your Use

Liberty and/or WESCO operates or controls the operation of this Site and the Service from offices in the United States. In addition, the Site and the Service may be mirrored, and other websites operated or controlled by Liberty and/or WESCO may be located, at various locations in and outside of the United States. Liberty and WESCO make no representation or warranty that all of the features of this Site or Service will be available to you outside of the United States, or that they are permitted to be accessed outside of the United States. You acknowledge that you are solely responsible for any decision by you to use of this Site and/or the Service from other locations, and that such use may be subject to, and that you are responsible for, compliance with applicable local laws.

About Liberty AV Solutions

Liberty AV Solutions is recognized as a leading supplier of audio-visual integration products, including industry-leading digital solutions. Liberty is headquartered in Colorado Springs, Colorado, and operates offices in Colorado, Arizona, North Carolina, Illinois, California, Hawaii, and Europe. Liberty remains focused on customer service and education while continuing to provide the broadest range of professional AV products available. Liberty AV Solutions is a subsidiary of WESCO International, Inc., a publicly-traded Fortune 500 holding company headquartered in Pittsburgh, Pennsylvania.

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