**CAROUSEL INDUSTRIES OF NORTH AMERICA, INC.**

**Attachment B to Master Agreement**

**Product Sales, Licensing and Installation Terms**

These Product Sales, Licensing and Installation Terms (“Sales Terms”) are part of the Master Agreement for Products and Services between Carousel Industries of North America, Inc. (“Carousel”) and Customer, which incorporates these Sales Terms by reference (the "Agreement"). These Sales Terms apply to the entire Agreement as of the Effective Date. Capitalized terms used in these Sales Terms but not defined in the text have the meanings set forth elsewhere in the Master Agreement.

**1. Scope.** These terms are applicable to all Carousel provided: (a) equipment, materials, software and other goods (collectively “Products”) and (b) installation services, implementation services, warranty services and other related services (collectively, “Services”). The specific Products or Services provided are listed on the applicable Order, as defined below. Services do not include enhanced warranty services, post warranty services, managed services or maintenance, which are available from Carousel separately under the terms and conditions of Attachment C – Support and Managed Services.

2. **Orders & Change Orders**. All requests for Products or Services shall be accompanied by a completed order (an “**Order**”) in a form approved by Carousel and Customer. To be effective, the Order must be signed by an authorized representative of Customer and countersigned by an authorized representative of Carousel. All Orders and Products and Services provided thereunder shall be pursuant and subject to the terms and conditions of these Sales Terms and in the case of a conflict between the terms of an Order and these Sales Terms, these Sales Terms will control. Change orders (“**Change Order**”) to an Order shall likewise be made on an Order form and designated as a Change Order thereon. Each Order shall specify the terms of payment, and if none are specified, invoices shall be payable within thirty (30) days from the date of an undisputed invoice. Products may be returned only in accordance with Carousel’s Return Policy.

**3. Purchase Price, Taxes, Shipping Charges, Payment Terms & Cutover**. The Purchase Price (“**Purchase Price**”) of Products and Services is set forth in and shall be paid in accordance with the applicable Order. The Purchase Price does not include any applicable taxes or shipping charges that Carousel may incur, and these charges shall be added to the invoicing to Customer as appropriate. Undisputed delinquent payments are subject to a late payment charge of the lower of one and one half percent (1.5%) per month or portion thereof, or the maximum amount allowed by law. Customer agrees to reimburse Carousel for reasonable attorneys’ fees and any other costs associated with collecting undisputed delinquent payments. Customer shall pay taxes levied upon the sale, transfer of ownership, installation, license or use of Products or Services unless Customer provides Carousel with a tax exemption certificate. Customer shall not be responsible for taxes on Carousel’s net income. If payment of any portion of the Purchase Price is based upon Cutover, (“**Cutover**”) defined as the date when the installed Products and Services as provided are operational and able to perform substantially the function for which they are intended, then at that time an invoice will be processed for payment. Minor omissions or substitutions in availability of certain features or equipment failure which do not materially affect the functioning of the entire system will not affect the Cutover date.

**4. Security Interest**. To secure payment of the total unpaid balance of the Purchase Price, Customer hereby grants to Carousel and its successors or assigns, a security interest in the Products, and hereby authorizes Carousel to file financing statements and take such other steps as may be required in accordance with applicable law to perfect the security interest granted hereby in the Products. In addition, Customer shall execute and deliver to Carousel such documents as Carousel shall request in order to perfect such security interest.

**5. Customer Responsibilities**. Customer agrees: (a) to cooperate with Carousel in providing the Products and Services and give Carousel timely access to its premises for pre-installation site surveys, installation of Products and provision of Services at its site(s) where the Products are to be installed (the “**Site(s)**”); (b) that the Site will be a suitable environment for the Products, in compliance with applicable law and regulations and will include a space for installation of the Products, to be made available prior to delivery thereof; (c) to provide at its own expense all supplemental equipment and environmental services required for the installation and support of the Products, including, but not limited to, air conditioning and commercial electrical power, wiring and outlets and all equipment and software necessary to effectuate an interface between Customer provided equipment and Carousel provided Products and all appropriate access thereto; (d) to assume the risk of loss with respect to the Products at the time of delivery to the Site, except with respect to damage resulting from the negligence or misconduct of Carousel; (e) TO ENSURE THAT ITS NETWORKS AND SYSTEMS ARE ADEQUATELY SECURED AGAINST UNAUTHORIZED INTRUSION; and (f) TO BACK UP AND STORE THE SOFTWARE, DATA AND FILES ASSOCIATED WITH THE PRODUCTS ON AN ONGOING BASIS and havE this information readily available for Carousel as required for rendering THE Services. Customer warrants and represents that, except as previously disclosed to Carousel in writing, Customer has no knowledge of asbestos or other hazardous materials (“Hazards”) at its Site and Customer agrees to promptly notify Carousel in writing if Customer becomes aware of Hazards on its Site while these Sales Terms are in effect. Carousel assumes no liability for any conditions or Hazards existing on the Customer’s Site.

# 6. Installation Date. Installation of the Products and provision of the Services are to occur on the dates and times as mutually agreed to by the Customer and Carousel, within ninety (90) days of the acceptance by Carousel of the applicable Order. If the Site is not ready for the installation within 90 days of the Order date, Carousel may (a) request that the Purchase Price be adjusted by mutual agreement, (b) provide the Products and Services at the original Purchase Price, or (c) terminate the applicable Order and collect from Customer any restocking charges or other costs incurred by Carousel with respect to Products and Services purchased by Carousel for Customer.

**7.** **Concealment of Wiring and Termination of Carrier Telephone and Data Facilities.** Unless otherwise specified on the Order, Customer agrees and accepts that any installation of wiring quoted by Carousel is done so under the following terms and assumptions: (a) for horizontal station wiring to telephone sets, computers and other similar end points, wires are to be installed into a standard construction office environment with drop ceilings, fishable or open walls and an average wire run length of no greater than one hundred fifty (150) feet; (b) for vertical wiring and on premise distribution wiring (i.e. feed cables), there is a clear and accessible wire path, with no floors, walls or partitions that cannot be penetrated with the use of a standard hand held one-half inch drill (i.e. no core or hammer drilling is included); (c) for both (a) and (b), the use of standard PVC jacked cable is acceptable by fire code for installation into the Site; (d) if the Site requires “Teflon” or “Plenum” type cable, it is Customer’s responsibility to bring this to Carousel’s attention prior to the start of cabling installation; and (e) regarding telephone lines and trunks, and data/internet circuits provided to the Site by common carriers, all such circuits shall be terminated in the same room and within ten (10) feet of the Product it will be connected to. If any of the above conditions do not exist in the field, then Carousel will advise the Customer as soon as it becomes aware of such, and renegotiate the pricing of the applicable installation portions of the Order.

**8.** **Warranty**. Carousel warrants that all new products are guaranteed to be as specified by the manufacturer’s documentation, and are provided with the manufacturer’s standard product warranty, and further, that any work provided by Carousel shall have been done correctly, and in accordance with the recommended practices of the manufacturer of the Products. If a Product does not operate in accordance with the manufacturer’s documentation during the applicable warranty period, Customer must promptly notify Carousel. Carousel will then, at its option, either repair or replace such Product. Purchased or replacement parts and products may be new, remanufactured or refurbished, and Carousel shall use its best efforts to replace parts on a “like for like” basis (i.e. if a failed part is new, it shall be replaced with a new part whenever reasonably possible). Any removed parts and/or Products will become the property of Carousel and any replaced parts shall become the property of the Customer. With respect to Products purchased from Carousel, Customer has the right, as its exclusive remedy, to return the Product for a refund of the purchase price if Carousel is unable to repair or replace the Product after a commercially reasonable period of time. Expendable items such as headsets, paper, printer ribbons, diskettes, and other expendable items, are not warranted and will be replaced or repaired only if defective upon delivery.

**9. Manufacturer Licensing and Warranties.** THE WARRANTIES OF CAROUSEL HEREUNDER ARE SUBJECT TO OBSERVANCE BY CUSTOMER OF THE TERMS OF THE LICENSES, LICENSE AGREEMENTS, SUPPORT POLICIES AND WARRANTIES OF THE MANUFACTURERS OF THE PRODUCTS. SOME PRODUCTS REQUIRE MANUFACTURER SOFTWARE SUPPORT AGREEMENTS, AND CUSTOMER AGREES TO MAINTAIN THIS COVERAGE IN ORDER TO OBTAIN AND FACILITATE WARRANTY SUPPORT FROM CAROUSEL.

Any order for **Avaya products** are subject to the following conditions:

* **Avaya requirement:** In order to receive manufacturer support, as well as access to patches and updates, Avaya requires that all software licenses have active software support in place, via a Support Advantage, JSD/SS, JSD/SSU, SS, or SSU offer.  The software support term commences on the first day of the second month after order submittal to distribution. SS and JSD/SS are for a one year prepaid term. SSU and JSD/SSU are for a three-year commitment with options for pre-payment in full or annual payments. All software support must be renewed at expiration or a re-instatement fee may apply.  By agreeing to purchase the licenses and associated software support Customer is committing to make payments on the software support based on the term commitments.
* **Avaya EULA Acceptance Requirement:** End User agrees to comply with and be bound by the Avaya Software License Terms (“EULA”) incorporated herein by reference. The EULA can be found at <http://support.avaya.com/Licenseinfo>.

**10. Warranty Support Limitations**. (a) EXCEPT AS STATED IN SECTION 8, CAROUSEL, ITS SUBSIDIARIES AND THEIR AFFILIATES and SUBCONTRACTORS, MAKE NO WARRANTIES, EXPRESS OR IMPLIED, AND SPECIFICALLY DISCLAIM ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. The warranties provided in Section 8 do not cover repair for damages, malfunctions, or performance characteristics caused by: (i) use of non-Carousel furnished or non-certified equipment or software with the Products, even if installed by Carousel; (ii) Customer’s failure to follow the manufacturer’s installation, operation or maintenance instructions (iii) failure or malfunction of equipment, software, or facilities not serviced by Carousel; (iv) actions of non-Carousel personnel (excluding subcontractors dispatched or otherwise engaged by Carousel for the purpose of servicing the Customer’s equipment); (v) customized system features or reports created by the Customer or third parties; (vi) the installation of software or firmware updates and patches to the Products unless installed by Carousel; or (vii) Force Majeure conditions.

 (b) Carousel does not warrant uninterrupted or error free operation of the Products. In addition, Carousel is not obligated to provide warranty support if Customer modifies the Products, in a manner that voids our ability to receive support from the manufacturer, without Carousel’s written approval.

 (c) Carousel makes no express or implied warranty that Products are immune from or prevent fraudulent intrusion, unauthorized use or disclosure or loss of proprietary information. Certain features, if purchased, such as Call Recording, Password Reset, Skip Password, Monitor Mailbox and Silent Monitoring when enabled, could be improperly used and in violation of privacy laws. By purchasing Products with these features, Customer assumes all responsibility for ensuring their proper and lawful use.

 (d) If the Product supports Telephony or Transmission Control Protocol/Internet Protocol (TCP/IP) facilities, Customer may experience certain compromises due to customer network facilities in performance, reliability and security, even when the Product performs as warranted. These compromises may become more acute if Customer fails to follow manufacturer’s recommendations for configuration, operation and use of the Product.

 (e) CUSTOMER ACKNOWLEDGES THAT IT IS AWARE OF THESE EXCLUSIONS AND RISKS AND HAS DETERMINED THEY ARE ACCEPTABLE FOR ITS APPLICATION OF THE PRODUCT.