

Client Support Agreement



This CLIENT SUPPORT AGREEMENT (“Agreement”), Effective January 1, 2022 (the “Effective Date”) until replaced, by and between Groove Technology Solutions, Inc., dba Groove Technology Solutions Inc. (“Groove”), a Utah corporation with its primary office at 6849 South 700 West, Midvale, Utah 84047, and the Client (the “Client”), describes the terms and conditions of Client’s receipt of this Agreement and Scope of Services (as described herein).

For good and valuable consideration, Client and Groove agree as follows:

AGREEMENT

- Incorporation of Proposal.** Client acknowledges and agrees that all of the terms, conditions, limitations, exclusions, disclaimers, and requirements of the Proposal and the documents attached thereto, including all addenda or exhibits therein, are hereby incorporated into this Agreement.
- Scope of Services.** Groove shall operate, maintain and manage the “Scope of Services” as provided in Exhibit “A” of this Agreement. Groove’s obligations under this Agreement are limited by and do not exceed the Scope of Services. Client acknowledges and agrees that any work performed by Groove Personnel (defined below) which are *not within the Scope of Services* will be performed at Groove’s hourly rates, including but not limited to travel and labor expenses, as defined in Exhibit “A”. Any Equipment *not within the Scope of Services* (i.e. any additional or new Equipment not provided by Groove during the initial installation), will be charged at the Equipment standard rates.
- Payment.** Client agrees to pay when due the Monthly Fee as follows: 1) Video: \$.35 per room with a minimum of \$35.00 per month, 2) Wi-Fi: \$1.00 per room with a minimum of \$35.00 per month, and 3) Voice: \$1.00 per room with a minimum of \$35.00 per month, plus any applicable taxes. The Monthly Fee shall cover all labor, with Groove Equipment (“Groove Equipment”) and parts covered up to \$1,000.00 per incident, with a \$10,000.00 yearly aggregate limit, as determined by Groove. Client agrees to pay the Monthly Fee (or other fees as applicable) either via ACH debits or credit card pursuant to a form authorizing us to make ACH debits from a bank account maintained by you pursuant to a form entered into by you contemporaneously with you entering into this Agreement and you agree to maintain such authorization in place at all times during the Term. Credit Card payments will include a non-refundable convenience fee of three percent (3%).
- Standards for Performance of the Services.** Groove shall perform the Scope of Services as provided in this Agreement, including those provided in Exhibit “A”, in a prudent, reasonable, and efficient manner and in accordance with (i) Groove operating manuals, (ii) applicable vendor warranties, (iii) all applicable laws, (iv) prudent and reasonable practices, and (v) the Agreements. Groove, or at Groove’s sole discretion, Groove approved subcontractor(s) (collectively “Groove Personnel”), shall provide as reasonably necessary all labor and professional, supervisory and managerial Personnel as required to perform the Scope of Services. All Groove Personnel shall be qualified to perform the duties under the Scope of Services and shall act in a reasonable manner that is consistent with the intent and purpose of this Agreement.
- Client Responsibilities.** As part of this Agreement, and a condition of the Scope of Services, Client shall: (i) not tamper with any Groove Equipment or attempt to fix issues without Groove’s involvement, (ii) provide proper facilities for all Groove Equipment including proper environment (cooling temperature, etc.) and electrical, (iii) immediately contact and notify Groove (not the Provider) of issues and document the issues and number of affected rooms, (iv) provide accurate and complete information to Groove as to the cause and extent of issue, (v) engage in verbal troubleshooting with Groove over the phone as required by Groove, (vi) provide Groove Personnel safe and reliable access to closets, rooms, roof, attic, crawl space etc., (vii) in the unlikely scenario that the Scope of Services require multiple days on site, Client agrees to provide accommodations to Groove Personnel during any on-site visit(s) (if Client is a hotel type establishment). In the event Client does not provide accommodations when applicable, Groove reserves the right to chargeback to Client expenses related to Groove Personnel accommodations, (viii) if Groove, in its sole discretion, determines that any Equipment or component must be replaced, Client must return to Groove the defective Groove Equipment component as directed by Groove.
- Exclusions.** The Scope of Services does not include: (i) abuse, intentional misconduct, negligence, vandalism, loss or theft of the Groove Equipment, (ii) issues arising from Client “self-help” (attempting to fix issues without Groove’s direction), including but not limited to using a non-Groove Personnel technician, (iii) issues arising from electrical or water damage, (iv) issues arising from third-party changes to Groove Equipment or configurations, (v) work required or resulting from Client establishment renovation, (vi) issues resulting from Client owned or existing infrastructure, (vii) Provider caused outages (In this event, Provider provides credits at its sole discretion), (viii) issues arising from “Acts of God”, including but not limited to fire, flood, or extreme weather, and/or (ix) issues arising while Client is in default under this Agreement, or any other agreement relating to the services or equipment.

- Limitation of Liability.** Client acknowledges and understands that this Agreement includes product(s) and service(s) provided by third-parties, and Groove has no control over any third-party performance. This Agreement, and Groove’s responsibility relating to any third-party

product(s) or service(s) is contingent upon third-party performance. GROOVE WILL HAVE NO LIABILITY BY REASON OF ANY ACT OR OMISSION RELATING TO ANY THIRD-PARTY PRODUCT, SERVICE, OR PERFORMANCE.

8. Default; Remedies; Collections. Client’s failure to pay Groove as required by this Agreement is a material breach and default of this Agreement. Upon such default, Groove may pursue any remedies available at law or in equity, including, without limitation, refusing to perform requested work under the Scope of Services, and sending Client’s account to collections. If Groove chooses to use any collection agency or attorney to collect money that Client owes Groove, or to assert any other right which Groove may have against Client, Client agrees to pay all reasonable attorney’s fees, costs of collection or other actions. Should a dispute under this Agreement arise and either party brings litigation or similar action against the other, the prevailing party in litigation or similar action shall be entitled to recover its attorney’s fees and costs from the non-prevailing party.

9. Term. The Initial Term of this Agreement commences on the Effective Date and continues until either: 1) Client terminates the corresponding Subscription Agreement (as required under the Subscription Agreement), or 2) either party sends 30 days’ advanced written notice to the other party of its intent to terminate this Agreement. Termination of this agreement will result in service work being billed on a Time and Material basis.

10. Severability. If any part of any provision of this Agreement or any other agreement, document or writing given pursuant to or in connection with this Agreement shall be invalid or unenforceable under applicable law, said part shall be ineffective to the extent of such invalidity only, and the remaining terms and conditions shall be interpreted so as to give the greatest effect possible thereto.

11. Governing Law. The laws of the State of Utah shall govern this Agreement, without reference to principles of conflict of laws. The venue and jurisdiction for any legal proceedings shall exclusively reside in Salt Lake County, State of Utah.

12. Survival of Provisions. Any obligation of the parties relating to monies owed shall survive termination or expiration of this Agreement.

13. Successors. The terms, covenants and conditions contained in this Agreement shall bind and inure to the benefit of Groove and Client and, except as otherwise provided in this Agreement, to their respective heirs, distributees, executors, administrators, successors and assigns.

14. Entire Agreement. The terms and conditions contained herein supersede all prior oral or written understandings or agreements between the parties and constitute the entire agreement between them concerning the subject matter of this Agreement. This Agreement shall not be modified or amended except in writing signed by authorized representatives of the parties. Groove may update this Agreement at any time in its sole discretion. You may access the current version of this Agreement at any time at <https://www.getgrooven.com/maintenance>.

15. Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original and when combined together shall constitute one and the same instrument. Any facsimile or copies of original signatures (including those in electronic medium, such as .pdf, .tif or other electronic files) shall be considered and treated as if they were original signatures.

“Client”

“Groove”

Groove Technology Solutions, Inc.

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

Exhibit “A”

1. Scope of Services. Except as provided in Section 6 of the Agreement, Groove will respond to and cure service or Groove Equipment issues within the following time frames:

a. **Severity Level 1**

Definitions: More than 25% rooms out of service; and/or, for satellite television services, more than 50% of channels are completely down; and/or satellite television signal issues that affect the viewing of a pay-per-view, major hosted or sporting events (i.e. pay-per-view boxing event, football championship viewing party, etc.)

Commitment Plan

- Notifications classified, and solution path identified within four (4) hours of initial call log
- Troubleshooting complete within eight (8) hours
- Required on-site visits will be scheduled within twenty-four (24) hours following troubleshooting

b. **Severity Level 2**

Definitions: Between 10-25% rooms out of service; and/or, for satellite television services, between 25- 50% of channels are completely down

Commitment Plan

- Notifications classified, and solution path identified within eight (8) hours of initial call log
- Troubleshooting complete within twelve (12) hours
- Required on-site visits will be scheduled within two (2) business days following troubleshooting

c. **Severity Level 3**

Definitions: Less than 10% of rooms out of service; and/or, for satellite television services, less than 15% of channels completely down

Commitment Plan

- Notifications classified, and solution path identified within twelve (12) hours of initial call
- Troubleshooting complete within twelve (12) hours
- Required on-site visits will be scheduled within four (4) business days following troubleshooting

d. **Severity Level 4**

Definitions: Any non-business disrupting event (i.e. programming change, remote program, etc)

Commitment Plan

- Notifications classified, and solution path identified within two (2) business days of initial call
- Troubleshooting as needed
- Schedule technician as needed (separate service call rates may apply)

***Groove will meet these commitments within Business Hours of 7AM -7PM MST daily, excluding observed holidays (New Year’s Day, Independence Day, Thanksgiving Day, and Christmas).**

2. General Commitments.

a. Phone Support. Client can reach the Groove Business Service Center by calling 801-994-3642 during normal operating business hours, email support@getgrooven.com.

b. On-Site Support. If Groove cannot resolve an issue over the phone, an on-site service call will be established to address the issue. Groove will provide regular on-site service calls 7 days a week based on need, subject to the Scope of Services set forth in this Agreement. Any service calls performed by Groove, outside of warranty service or not included within the Scope of Services, will be performed at Groove’s standard service rates. Client shall have access to a dedicated Groove account team via telephone during regular business hours that shall serve as Client’s single point of contact for all services and other activities to be performed by Groove under this Agreement.

- c. Signal Strength. Groove will ensure that signal strength is up to Provider standards at the affected location.
 - d. Remote Monitoring for DRE Plus and COM1000/2000/3000 with VPN connection. When applicable for satellite television services, remote system management will be conducted by Groove on behalf of Client so as long as the satellite television Receiving Equipment is properly connected to the internet. This allows Groove to remotely resolve minor to moderate issues on behalf of Client in an effort to mitigate potential guest disruption. Should the satellite television Receiving Equipment not be able to remotely resolve any of the technical issues, an escalated trouble ticket will be issued on behalf of Client.
3. Services outside the Scope of Services. Work performed by Groove Personnel (as defined herein) which are not within the Scope of Services will be performed at Groove's standard service rate, including but not limited to travel and labor expenses. These labor rates are \$119.00 per hour (2 hours minimum) for standard service rates and \$178.50 per hour (2 hour minimum) for overtime and Holiday rates (as defined above). Travel expenses will be agreed upon by the parties prior to performing the work. For Equipment outside the Scope of Services, standard equipment rates apply.