

## **ARTICLE 1. PARTIES**

These terms and conditions of sale (the "Agreement") which appear on all Buyer's Orders are the terms and conditions upon which A&M Group, LLC dba Spark Videotrucks ("Spark") make all sales. Spark will not accept any other terms and conditions of sale, unless Buyer and Spark have executed a written agreement which specifically modifies, supersedes and/or replaces these terms and conditions. Acceptance of all orders is expressly made conditional upon Buyer's assent, expressed or implied, to the terms and conditions set forth herein without modification or addition.

## **ARTICLE 2. PAYMENT**

Unless otherwise specified, the payment terms are as follows: One Half (1/2) of the total purchase price shall be due upon execution of a Buyer's Order. One Quarter (1/4) of the total purchase price shall be due no later than forty-five (45) days following execution of the Buyer's Order. The remaining balance is due at completion

The product and services provided by Spark are specialty goods and services and, as such, all payments are non-refundable. Refusal to accept delivery of the product shall not relieve Buyer of its obligation to pay. Spark, at its discretion, may require reasonable advance assurances of payment through irrevocable bank letters of credit or otherwise. All unpaid invoices shall bear interest at an amount equal to 1-1/2% of the outstanding balance per month (or the maximum rate of interest allowed to be contracted for by law, whichever is less), commencing upon the date payment is due. Buyer's failure to make timely payment may result in such action as commencement of proceedings for collection, revocation of credit, stoppage of shipment, delay or cessation of future deliveries, repossession of unpaid delivered goods and termination of any one or more sales agreements. Notwithstanding any "net" payment provisions specified on the invoice, Spark shall have no continuing obligation to deliver Products on credit, and any credit approval may be withdrawn by Spark at any time and without prior notice. Spark retains (and Buyer grants to Spark by submitting an order) a security interest in the Products to secure payment in full and compliance with these terms and conditions of sale. Buyer agrees to execute any additional documents necessary to perfect such security interest. In the event of Buyer's nonpayment, Spark may promptly seek all available remedies, including legal remedy for recovery of amounts owed and unpaid, and Buyer shall be liable for all related costs incurred by Spark, including reasonable attorney fees. Payments not received within thirty (30) days after invoice date will bear interest thereon at a per annum rate equal to two percent plus the Prime Rate (that is, the base rate on corporate loans posted by large domestic banks) published by the Wall Street Journal (or, in the event such rate is not published, a reasonably equivalent published rate selected by Spark) on the day when such amount was due or the maximum rate under applicable law, whichever is lower. Buyer shall make no adjustments or offsets to any invoice. Payment of invoice shall constitute final acceptance.

## **ARTICLE 3. INTELLECTUAL PROPERTY RIGHTS**

No license under, for, or related to any intellectual property right is granted by Spark to Buyer directly or indirectly by this Agreement, nor are any rights of ownership otherwise granted in any Spark Proprietary Information obtained by Buyer in connection with this agreement. Proprietary Information includes, but is not limited to, Spark's processes, pricing data, technical data, and drawings as well as materials marked or otherwise identified as Proprietary Information.

## **ARTICLE 4. WARRANTIES**

EXCEPT AS EXPRESSLY STATED IN THIS AGREEMENT, SPARK DOES NOT MAKE, AND HEREBY DISCLAIMS, ANY

AND ALL EXPRESS OR IMPLIED WARRANTIES, INCLUDING, BUT NOT LIMITED TO, WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NONINFRINGEMENT OF INTELLECTUAL PROPERTY AND TITLE, AND ANY WARRANTIES ARISING FROM A COURSE OF DEALING, USAGE, OR TRADE PRACTICE.

## **ARTICLE 5. LIMITATION OF LIABILITY**

IN NO EVENT, WHETHER IN CONTRACT, WARRANTY, TORT (INCLUDING NEGLIGENCE), OR OTHERWISE, SHALL SPARK'S AGGREGATE LIABILITY TO BUYER, ANY EMPLOYEE, AGENT, OR CONTRACTOR OF BUYER, OR ANY THIRD PARTY, INCLUDING INTEREST FOR DAMAGES SUSTAINED BY THEM, EXCEED THE TOTAL AMOUNT PAID BY BUYER DIRECTLY TO SPARK UNDER THIS AGREEMENT. IN NO EVENT SHALL SPARK BE LIABLE FOR SPECIAL, INCIDENTAL, EXEMPLARY, CONSEQUENTIAL, OR PUNITIVE DAMAGES.

## **ARTICLE 6. INDEMNIFICATION**

Buyer agrees to indemnify and hold harmless Spark and Spark's members, executives, agents, employees, affiliates, successors, and assigns from and against any and all claims, actions, demands, and liabilities, including, but not limited to reasonable attorney fees, arising in whole or in part, directly or indirectly, from the acts or omissions (including negligence) of Buyer or Buyer's executives, employees, agents, or contractors; or third-parties.

## **ARTICLE 7. DUTY OF CONFIDENTIALITY AND NON-DISPARAGEMENT**

Buyer shall not disclose Spark's Proprietary Information to any person or to any third party. Further, Buyer agrees they will not, under any circumstance, disparage or otherwise take any action which could reasonably be expected to adversely affect the personal or professional reputation of any Spark officer, director or employee, A&M Group, LLC, Spark Mobile Video, and/or any Spark product. Buyer agrees as a material term to this Agreement that no confidential information and no disparaging comments will be disclosed, published, or otherwise disseminated to the public including, but not limited to, friends, family, neighbors, co-workers, former co-workers, general public, the news media, television stations, radio stations, newspapers, internet, and/or social media, unless and to the extent compelled by law.

## **ARTICLE 8. DISPUTE RESOLUTION**

The parties shall endeavor in good faith to settle all claims and disputes. Any controversy or claim arising out of or relating to this Agreement or the services provided hereunder not resolved by good faith efforts to settle, shall be decided by a single arbitrator of Spark's choosing which arbitration shall be administered in accordance with the Commercial Arbitration Rules of the American Arbitration Association, and judgment on the award rendered by the arbitrator may be entered in any court having jurisdiction thereof. Buyer agrees Spark may seek all costs, including legal fees and expenses, associated with arbitration to be reimbursed or paid by Buyer.

## **ARTICLE 9. FORCE MAJEURE**

Spark shall not be deemed in default of this Agreement to the extent that performance of its obligations or attempts to cure any breach are delayed or prevented by reason of any act of God, fire, natural disaster, accident, civil disturbance, terrorism, acts or omissions of suppliers and other third parties, act of government, strikes, unavailability of material, facilities, telecommunications services or supplies or any other cause beyond the reasonable control of Spark (each, a "Force Majeure Event").

## **ARTICLE 10. MISCELLANEOUS**

Each party to this Agreement is an independent contractor and nothing in this Agreement shall be construed to create a partnership, joint venture, or any relationship of employer-employee, master-servant, or principal-agent. No failure by Spark to exercise any power or remedy given it hereunder, or to insist upon strict compliance by Buyer of any obligation hereunder, and no custom or practice at variance with the terms hereof shall constitute a waiver of Spark's right to demand exact compliance with any of the terms hereof. This Agreement is the complete agreement between the parties, and no modification, amendment, rescission, waiver, or other changes will be binding on Spark unless Spark specifically agrees to same in writing. Any oral or written representation, warranty, course of dealing, or trade usage not contained or referenced in this Agreement will not be binding on Spark. Any provision of this Agreement that is prohibited or unenforceable under the laws of the State of Alabama shall be ineffective to the extent of such prohibition or unenforceability, without impairing or invalidating the remaining provisions of these terms and conditions. All sales agreements shall be deemed made in, and shall be governed by, the laws of the State of Alabama. The venue for any disputes arising out of this transaction shall be Baldwin County, Alabama.

## **ARTICLE 11. REQUIRED PREVENTATIVE MAINTENANCE**

The following preventative maintenance is required monthly: A) Checking of all cables, including cables for all power supplies, LED Modules, Computer Components (to assure they are tightly fastened and there is no damage), B) Inspection for leaks or water intrusion, C) Inspection for blockage of airflow through any vents, D) Inspection to assure any ventilation fans are in good working order. Drying and or shrinkage of gaskets, silicone or caulk sealant is common and Buyer is solely responsible for maintenance and repair of any gaps which may develop.

DUST, DIRT, OR ROAD DEBRIS MAY REDUCE THE OVERALL BRIGHTNESS OF THE LED DISPLAYS AND REGULAR CLEANING IS REQUIRED. CLEANING OF THE EXTERIOR SURFACE OF THE LED DISPLAYS SHALL BE PERFORMED USING WATER AND A SOFT BRUSH, SPECIFICALLY DESIGNED NOT TO SCRATCH DELICATE SURFACES. USE OF PRESSURIZED WATER OR STIFF BRISTLE BRUSHES WILL DAMAGE THE EQUIPMENT.

Any damage that, in the reasonable opinion of Spark, is caused by Buyer's failure to perform recommended maintenance and regular cleaning in accordance with the foregoing provisions shall not be covered under warranty. Buyer agrees to hold Spark harmless for any damage caused by Buyer's failure to inspect or perform the recommended preventive maintenance and regular cleaning.

## **ARTICLE 12. LIMITED WARRANTY**

### **LIMITED THREE-YEAR BODY WARRANTY**

THE ALUMINUM OR FIBERGLASS BODY ASSEMBLY SHALL BE WARRANTED FOR A PERIOD OF (3) THREE YEARS OR 36,000 MILES FROM DATE OF DELIVERY, WHICHEVER OCCURS FIRST, TO THE ORIGINAL PURCHASER. THE WARRANTY SHALL COVER THE STRUCTURAL INTEGRITY OF THE BODY, WHICH SHALL BE LIMITED TO STRUCTURAL CRACKS OR FAILURES THAT MAY CAUSE A LOSS OF INTEGRITY OF THE BODY. THE WARRANTY DOES NOT COVER ANY APPLIED VINYL COVERING, SUPERFICIAL CRACKS OR CORROSION OF ANY COMPONENT OF THE BODY THAT IS NOT CONSIDERED, IN THE OPINION OF SPARK, TO CAUSE LOSS OF STRUCTURAL INTEGRITY.

### **LIMITED ONE-YEAR ELECTRICAL WARRANTY**

The electronics components installed in the body shall be

warranted for a period of one year or 12,000 miles from the date of delivery, whichever occurs first, to the original purchaser. The warranty shall be limited to all Spark installed wiring harnesses. The warranty does not cover circuit breakers, relays flashers, light bulbs and fixtures and other electrical or electronic devices covered by separate component manufacturers' warranties.

### **LIMITED TWO-YEAR LED DISPLAY WARRANTY**

The LED display components installed in the body shall be warranted for a period of two years or 24,000 miles from the date of delivery, whichever occurs first, to the original purchaser. Covered components include digital LED signage components, LED modules, and power supplies. Failed parts may be repaired or replaced by Spark at its option. Repair or replacement parts cost only and does not include removal or installation labor. Failed parts must be returned to Spark to be eligible for warranty replacement. Other electronics components, including video processing components, media players, and other components from third-party manufacturers are warranted by their respective manufacturers and are not warranted by Spark.

### **STANDARD ONE-YEAR WARRANTY**

Covers all Spark fabricated components and purchased components that fail or do not operate properly as a result of improper installation by Spark, for a period of one year or 12,000 miles from the date of delivery, whichever occurs first, that are not covered by any above warranties. Items included, but not limited to, are locking devices; hinges, cables, springs, mounting racks and other fabricated components.

The above limited warranties cover repair or replacement, at the sole option of Spark for the stated periods of time beginning from the date of delivery to the original purchaser and the recorded odometer miles at delivery. The manufacturers of other equipment and components used may provide their own limited warranties or extensions. These warranties are separate from the Spark Limited Warranty and constitute the only warranty for those specific components after the 30 days from delivery.

### **PROCESS FOR WARRANTY CLAIM**

1. BUYER IS REQUIRED TO CONTACT SPARK FOR TROUBLESHOOTING PRIOR TO ANY DETERMINATION THAT A PART HAS FAILED.
2. TROUBLESHOOTING MAY BE PERFORMED VIA TELEPHONE OR EMAIL, HOWEVER, SPARK CANNOT ASSURE ONSITE SERVICES ARE AVAILABLE.
3. ANY PART REMOVED WITHOUT PRIOR SPARK APPROVAL SHALL VOID WARRANTY COVERAGE FOR THAT PART AND FOR THE SERVICE ASSOCIATED WITH ANCILLARY DAMAGE TO OTHER PARTS OR SYSTEM.

SHOULD BUYER FAIL TO FOLLOW THE WARRANTY PROCESS AND/OR FAIL TO INFORM SPARK OF A POTENTIAL WARRANTY ISSUE PRIOR TO PART REMOVAL OR SELF-HELP REPAIR BY BUYER, SPARK, AT ITS SOLE DISCRETION, MAY VOID ANY WARRANTY FOR THAT REPAIR AND/OR PART OR ANY FUTURE OR ADDITIONAL REPAIR IF IT IS DEEMED BY SPARK BUYER HAS CAUSED DAMAGE TO THE VEHICLE IT'S PARTS AND/OR SYSTEMS THROUGH BUYER'S ACTION.

SPARK IS NOT RESPONSIBLE FOR ADDITIONS OR ACCESSORIES WHICH WERE NOT INSTALLED ON THE VEHICLE AT THE TIME OF DELIVERY TO BUYER. IN THE EVENT BUYER MODIFICATIONS AND/OR ADDITIONS CAUSE VEHICLE TO EXCEED GROSS WEIGHT, OR OTHERWISE CAUSE THE VEHICLE TO FUNCTION IMPROPERLY, ALL WARRANTIES ARE NULLIFIED. SPARK IS NOT RESPONSIBLE FOR ANY ALTERATION OR MODIFICATION TO THE VEHICLE, CHASSIS, DISPLAY SYSTEM OR COMPONENTS AFTER DELIVERY OF

VEHICLE TO BUYER. SUCH ALTERATIONS AND/OR MODIFICATIONS WILL NULLIFY AND VOID ALL WARRANTIES. FAILURE TO FOLLOW REQUIREMENTS OF NORMAL MAINTENANCE OR FAILURE TO FOLLOW THE PROCEDURES OF THESE TERMS AND CONDITIONS WILL VOID ALL WARRANTIES AND SPARK IS NOT LIABLE FOR DAMAGE INCURRED AS A RESULT. SPARK IS NOT RESPONSIBLE FOR: Batteries and tires, light bulbs, towing charges and storage charges, ancillary expenses such as loss of vehicle use, inconvenience loss of time, lost wages, lost profits, vehicle rental, lodging or travel cost, Expenses or cost in excess of warranty coverage and pre-authorized warranty approvals, and travel time and expenses to and from service facility.

FOR ANY INCIDENT COVERED BY ONE OR MORE OF THE WARRANTIES SET FORTH IN THIS ARTICLE, YOU MUST USE SPARK PROVIDED OR APPROVED PARTS AND PRODUCTS. ANY WARRANTY SET FORTH IN THIS ARTICLE MAY BE VOIDED BY SPARK, AT SPARK'S SOLE DISCRETION, IF THIRD-PARTY PRODUCTS AND/OR PARTS THAT WERE NOT APPROVED FOR USE IN ADVANCE BY SPARK ARE INSTALLED ON THE VEHICLE OR MOBILE BILLBOARD UNIT AND, IN SUCH CASE, SPARK SHALL NOT BE LIABLE FOR ANY DAMAGE INCURRED AS A RESULT OF THE INSTALLATION OF SUCH NON-APPROVED PARTS OR PRODUCTS.

#### **ARTICLE 13. DELIVERY**

Each of the parties understands and agrees that, except for quantity, type, quality and price quotations confirmed by the Buyer and Spark in confirmed Orders, the planned production rates, estimated costs, pricing and all other information furnished by Spark in connection with the preparation of any estimated delivery schedule is for planning and informational purposes only. Spark shall not be responsible to Buyer for any actions taken in reliance on such estimates, plans and other information. Buyer agrees to hold harmless Spark, its Members, Managers, Officers, Directors, Employees or Agents, from any liability due to failure to meet any estimated delivery schedule contained in this Agreement and/or any Order documents. Construction time-line and estimates are considered proprietary to Spark and Buyer agrees to hold such proprietary information in strict confidence and agrees to retain this information in accordance with Article 7 hereinabove. "Delivery" shall mean the vehicle is complete, has been tested, and is available to Buyer for pick-up and driveaway from Spark's facility in Fairhope, Alabama. Should Buyer request Spark to hire a subcontractor to deliver the vehicle to Buyer, Buyer acknowledges this process may result in an additional delay of days or weeks before receipt by Buyer. Buyer acknowledges and accepts responsibility for the vehicle during transit from the time Spark hands the vehicle over to the transportation company engaged by Spark to deliver the vehicle to the destination nominated by Buyer, and that, for all purposes, "delivery" shall be deemed to have occurred at such time.

#### **ARTICLE 14. TRAVEL AND BUYER ARRANGEMENTS**

Buyer is advised by Spark to refrain from travel arrangements to pick-up the vehicle prior to notification by Spark that the vehicle is available for pick-up. Spark is not responsible for any fees incurred by Buyer as a result of travel planning and/or rescheduling.

#### **ARTICLE 15. BUYER LOSS OF INCOME OR CLAIMS FROM THIRD-PARTIES**

Spark cannot accept liability or responsibility for ANY loss of income, actual or projected, that results from Buyer's commitment to any third party. Buyer shall hold Spark harmless and shall indemnify Spark for any claims associated with any and all damages, the loss of income, and/or incidental or

consequential damages as a result of this transaction.

#### **ARTICLE 16. WARRANTY SUPPORT FEES**

Spark reserves the right to charge Buyer a service fee for telephone support. Such fee may be incurred when telephone support is required during hours outside of regular business hours, holidays, weekends; or may be based on the time and complexity of the call.

On-site support is available. Customer may be required to pay a service charge including, but not limited to, all travel expenses, hotel, and meals for technician, plus an hourly rate of \$150 per hour, which begins when technician leaves his home, and stops either when he returns home (for single day service calls), or when he returns to his hotel for the evening (for multi-day service calls). The onsite fee shall be paid in advance before a technician will be scheduled. There is no guarantee that customer's issue can be resolved in a single day. Upon arrival, technician will inspect system and may determine that extra parts are needed to complete the work. Parts will be billed separately. There is no refund of any of the fees for an unsuccessful repair attempt.

#### **ARTICLE 17. OPTIONAL BROKER SERVICES AND FEES.**

At the request of Buyer, Spark may, in its sole discretion, assist Buyer in identifying interested purchasers of the Buyer's used Spark vehicle and mobile display unit. In such case where Spark identifies a prospective purchaser, and Buyer thereafter consummates a sale involving Buyer's vehicle and/or mobile display unit with that prospective purchaser any time within the succeeding 24 month period, then Buyer shall pay Spark a fee equal to 10% of the total transaction value in consideration of such broker services by Spark (the "Broker Fee"). Buyer shall keep Spark reasonably informed as to the status of any transaction involving a purchaser identified by Spark and shall promptly pay any Broker Fee in full at the time of closing of the sale or swap transaction involving Buyer's vehicle and/or mobile display unit. Buyer agrees to execute any documents or agreements that Spark may reasonably request in connection with any of the activities contemplated in this Section.