

AIDA> Purchase/Lease Agreement

General Definitions

Company Ownership

AIDA System is trademark (trademark applied for) of Wirepro, Inc. dba The Ambiance Group, 14553 Nelson's Creek Drive, Omaha, NE 68116

AIDA System

The AIDA System (Automated Independent Digital Attendant) provides audio and video instruction, announcements, or general information coordinated with lighting cues or other automated events to multiple locations simultaneously. The system consists of dedicated hardware and software operating over various wireless network protocols to provide synchronized operations.

Physical configuration of the AIDA System will vary depending on the end user's stated application and resulting design.

Customized AIDA Solutions

The AIDA System Web Portal makes available a library of program material designed to serve specific industries with frequently requested phrases. Also available is a means to define aspects of how the program material is presented. Should a client's needs be outside the scope of the options found in the Web Portal, a customized solution can be engineered.

Custom AIDA solutions are offered for both purchased and leased AIDA Systems. Since custom AIDA solutions are "made to order", payments for custom services are non-refundable.

Support Definitions

Email Support

Technical support questions may be sent to support@theambiancegroup.com. Questions emailed to AIDA System tech support will usually be responded to within one business day either by email or telephone.

Telephone Support

Telephone tech support is available during times posted on the AIDA System support web page. Messages left during peak or off-hours will usually be answered within one business day. Available support hours are subject to change without notice.

Direct Web Support

Direct Web Support is a means for AIDA System tech support to make changes in your system remotely, provided AIDA System hardware has connection to the internet at the location where it is installed. Direct Web support can be performed while in phone contact with client to verify results, and is generally performed at times scheduled through email and telephone support channels.

Direct Web Connect

Direct Web Connect is a yearly subscription service that allows for internet based access to your AIDA System by AIDA System Tech Support. Direct Web Connect **is required** for Direct Web Support.

Design Order & Approved Design

Expectations of AIDA System functionality are defined by the client during the web-interview process, and possibly further defined by phone interview. In all cases, the proposed AIDA System solution is defined in the Design Order web document and shall be considered the final system design. Acceptance by client of this design acknowledges that future deviation from this design will constitute an “upgrade” and be subject to specified upgrade fees.

Upgrade Definitions

Hardware Upgrade

Any addition or change of hardware devices in support of additional lighting, audio, or video zones, or other supplementary functionality is considered to be a Hardware Upgrade.

Program Upgrade

Any addition or change of program material (blips and clips), or alteration of the timing, intensity, duration, or other attribute related to lighting, audio, or video is considered to be a Program Upgrade.

Customization Upgrade

Any program

Intellectual Property

Pre-recorded Music Library

In most configurations the AIDA System provides a means for the playback of pre-recorded music through connected speakers or pods for the purpose of ambient or “background” music. Music libraries provided for this purpose have been purchased from Apple iTunes (or similar vendor) for each individual system, and therefore become the property of the Purchaser or Lessee. As such, payment of any fee, licenses, royalties, charges or other liability resulting from the use of those copyrighted materials in a business or public venue are the sole responsibility of the Purchaser or Lessee.

Proprietary Program Material

All program material (audio blips and video clips) produced for use with the AIDA System are copyrighted and remain the sole property of The Ambiance Group. No permission for use other than as a component of the AIDA System is given or implied. Program material supplied with leased or purchased systems include a one year license for their usage and must be renewed on a yearly basis for the sum of \$150. Leased systems include license fees for the duration of the lease. Licensing fees for leased systems are included as a portion of the monthly lease.

Custom program material prepared specifically for a client remains property of The Ambiance Group and is subject to the same licensing restrictions as stated above. Further, charges for creation of custom program material cover production costs only, and do not entitle client to unlimited or exclusive usage of said program material. Standard fees for licensing and usage apply.

Product Warranty

Thirty-day Grace Period

The AIDA System ships with a thirty day Grace Period, during which time the client may complete installation and evaluate its functionality. If the AIDA System does not perform up to expectations, the unit may be returned for a refund of the purchase price or lease down-payment minus shipping, handling, and a 10% restocking fee. Notice of intent to return hardware for refund and termination of lease must be emailed to HYPERLINK "mailto:returns@theambiancegroup.com" returns@theambiancegroup.com within 30 days of client's receipt of AIDA System hardware.

Following the filing of the 'Notice of Intent to Return', all AIDA System hardware must be shipped back to The Ambiance Group in original packaging. Shipping costs for the return of AIDA System hardware is to be paid by client, along with insurance as necessary. AIDA System hardware is considered to be in the possession of the client until received by The Ambiance Group. If client fails to return hardware within 45 days from date of initial delivery to client, the 'Notice of Intent to Return' will be considered void and the original contract for sale or lease will remain in force.

Upon receipt of returned hardware, contents of shipment shall be inspected for damage or missing components. Notice of unsatisfactory return condition will be served to client via email within 3 business days of receipt of return shipment.

Any monies received from client for AIDA System purchase or lease shall be held until such time of the return of all AIDA System hardware in satisfactory condition, after which a refund will be issued in the form of a check or credit card refund within 10 business days, minus the following if applicable:

- >Charges for custom production of audio or video program material.
- >Charges for customized programming.
- >Shipping and handling
- >Ten percent (10%) restocking fee.

Hardware Warranty

Most AIDA System hardware components carry a one-year manufacturer's warranty. Hardware found to be defective can be returned for repair or replacement through The Ambiance Group. Shipping and handling charges may apply.

Equipment found to be damaged due to misuse, neglect, or used for purposes other than

intended shall not be covered under the hardware warranty.

AIDA System Aquisition

The AIDA System is made available for purchase or lease. Specific support and upgrade paths apply to each.

Purchase Provisions

The AIDA System may be purchased as a complete unit with all hardware, software, and 1 year license for program material. All hardware becomes the property of the purchaser. Program material remains the property of The Ambiance Group, and must be licensed yearly for the fee of \$150. Beyond included service levels AIDA System Service Agreements (ASSA) are available which provide upgraded support and reduced rates for program upgrades.

Installation

Each AIDA System is shipped with all hardware, software, and connectivity products necessary to install the system into the environment as described by client during the AIDA System web design process. General instruction manuals are included to provide basic instruction on system connection and set-up. **Lighting controls involve high voltage and should be installed only by a licensed electrician.**

Installation support

All levels of support are available during the 30-day grace period to insure proper installation and stable system performance. 'Installation support' involves assistance in assuring proper function of the AIDA System in the intended environment as specified by client in the interview process. Installation support does not include Upgrades or other design changes.

General support

Following the 30-day Grace Period, Email Support is available for technical issues relating to general functionality of the installed system. Problems with AIDA System performance may be escalated to higher support levels without additional charge at the discretion of AIDA System Support should issues be found to be the result of a hardware malfunction or issues otherwise beyond the control of the client.

Support on-demand

Upper-tier support is available at rates specified at theambiancegoup.com/aida/support and may be purchased on a one-time basis or purchased as part of an on-going service agreement. See web page for details.

Hardware Upgrades

Upgrades and changes in system configuration are available for a fee as specified on-line at theambiancegoup.com/aida/upgrades.

Updating the AIDA System may or may not necessitate the return of AIDA System hardware to The Ambiance Group. If return is necessary, client must first secure an RMA for item to be shipped from The Ambiance Group. Client should then repackage the relevant hardware in original or appropriate shipping box, prominently mark the provided RMA number on container, and ship pre-paid to The Ambiance Group.

Program Upgrades

Making changes or additions to AIDA System program material or programming generally does not require the return of system hardware to The Ambiance Group. Most changes can be accomplished via the internet through Direct Web Support, which allows AIDA System tech support to access your system to revise scripts, lighting scenes, etc. Direct Web Connect (available by yearly subscription) is required for Direct Web Support.

Lease Provisions

The AIDA System may be leased as a complete unit with all hardware and software. License for program material is incorporated into the monthly lease payments. All hardware remains the property of The Ambiance Group. Beyond included service levels AIDA System Service Agreements (ASSA) are available which provide upgraded support and reduced rates for program upgrades.

Lease Term

Term for a standard lease of the AIDA System is one (1) year from the last day of the 30-day Grace Period. Lease will continue on a month to month basis following the conclusion of the standard lease period until lease hardware is returned to The Ambiance Group.

Lease Termination

Termination of lease prior to the full one year term is available at the sole discretion of The Ambiance Group. Charges for early termination will apply.

Lease Payment Structure

Following approval of AIDA System design from the Web Portal, a Contract/Lease Agreement, Credit Card billing agreement, and invoice will be sent to the Lessee for signatures and payment. The invoice will include charges for initial set-up and hardware deposit, as well as any additional products or service plans desired. Payment for this invoice are to be in the form of check or money order (Credit Card payments are not accepted) and are returned to The Ambiance Group with a signed Contract/Lease Agreement.

Following the 30-day Grace Period, monthly lease payments as specified in the Contract/Lease Agreement will be debited from Lessee's credit card for the duration of the lease.

Installation

Each AIDA System is shipped with all hardware, software, and connectivity products necessary to install the system into the environment as described by client during the AIDA System web design process. General instruction manuals are included to provide basic instruction on system connection and set-up. **Lighting controls involve high voltage and should be installed only by a licensed electrician.**

Installation support

All levels of support are available the 30-day grace period to insure proper installation and stable system performance. 'Installation support' involves assistance in assuring proper function of the AIDA System in the intended environment as specified by client in the interview process. Installation support does not include Upgrades or other design changes.

General support

Following the 30-day Grace Period, Email and Phone Support is available for technical issues relating to general functionality of the installed system. Problems with AIDA

System performance may be escalated to higher support levels without additional charge at the discretion of AIDA System Support should issues be found to be the result of a hardware malfunction or otherwise beyond the control of the client.

Support on-demand

Upper-tier support is available at rates specified at theambiancegroup.com/aida/support and may be purchased on a one-time basis or purchased as part of an on-going service agreement. See web page for details.

Upgrades

Upgrades for leased AIDA Systems can be added at anytime by returning to the web interview page and amending the system profile to the desired configuration. Following the installation of system the resulting configuration charges will be added to the next month's lease payment, and subsequent lease payments adjusted to reflect the upgraded system.

Updating the AIDA System may or may not necessitate the return of AIDA System hardware to The Ambiance Group. If return is necessary, client must first secure an RMA for item to be shipped from The Ambiance Group. Client should then repackage the relevant hardware in original or appropriate shipping box, prominently mark provided RMA number on container, and ship pre-paid to The Ambiance Group.

Liabilities

The Ambiance Group or Wirepro, Inc. is not responsible for and damage to property or personal injury resulting from use of the AIDA System.

The Ambiance Group or Wirepro, Inc. is not responsible for losses due to failure of the AIDA System to perform.

Licensing fees for public broadcast of copyrighted materials are the sole responsibility of the purchaser/lessee. Proprietary AIDA System recorded program materials are property of The Ambiance Group and are licensed as specified in this document. Commercially available recordings shipped as a part of an AIDA System are purchased specifically for that system and become the property of the Purchaseer/Lessee.

The Ambiance Group or Wirepro, Inc. makes no claim as to the suitability of the AIDA

System for a particular task other than as indicated in this contract, nor is any guarantee of usefulness of product as a promotional tool.