## TERMS AND CONDITIONS OF SALE – JANUARY 2023

- AirNetix does not provide on-site installation services. The Customer is responsible for providing installation personnel and equipment for mounting StreetSounds® speakers and master transmitter equipment.
- 2. The Customer is responsible for providing an AC power (110/220VAC) outlet with a suitable Ground Fault Interrupt breaker installed at the mounting location.
- 3. The Customer is responsible for providing a Windows PC (Windows 7, 10, 11) for running the Network Management Systems (NMS) application software. The PC must have internet access for remote access and remote support by AirNetix, LLC.
- 4. The Customer agrees to provide continuous, or periodic long-term remote internet access to the NMS PC via Chrome Remote Desktop, or another remote desktop sharing application, for initial configuration, network optimization, and on-going monitoring. However, if the Customer chooses not to allow continuous remote access, due to, but not limited to, Customer network security policies, the customer will be responsible for all network configuration, troubleshooting, and network monitoring. Failure by the Customer to provide remote access is not grounds for default or failure to deliver on the part of AirNetix.
- 5. The Customer understands and agrees that the frequency band of operation of the StreetSounds® system is a license-free band (902 MHz to 920 MHz), and as such, can be used by others for various types of applications. These devices may cause interference, which may affect the operation and performance of the StreetSounds® system. Interference does not render the AirNetix equipment "defective" and does not constitute a reason for the return of the equipment purchased from AirNetix.
- 6. The Customer understands that the standard antennas that ship with the StreetSounds units work well under most conditions. However, there may be a need to use larger, higher gain antennas in areas of high interference or line of sight issues. These antennas can be added for an additional cost if needed to improve performance.
- 7. The Customer is responsible for acquiring and operating the streaming audio content, such as Cloudcover Music, for broadcast through the StreetSounds® system.
- 8. The Customer understands and agrees that after an initial transition period immediately following the installation of the system, the customer will be fully responsible for day-to-day operation and monitoring of the StreetSounds® system. AirNetix, LLC may provide limited on-call remote support for issues or concerns that may arise after this transition period.
- 9. The warranty period for the equipment manufactured by AirNetix, LLC is one year from the date of shipment.
- 10. Supplied Goods shall remain Seller's property until fulfillment by Customer of its payment obligations as described in the quotation or invoice of the sale.
- 11. Accounts not paid within terms are subject to a 1.5% minimum monthly finance charge.

## **Governing Terms and Conditions**

This transaction is governed by these AirNetix, LLC Terms and Conditions, which are incorporated in full by this reference. By accepting a Quote from AirNetix, LLC you acknowledge that you have read and agree to be bound by the Terms and Conditions.