

The following Digital Outdoor Terms and Conditions apply to the Digital Outdoor Agreement between Customer and Prismview, LLC ("Prismview") as referenced therein. The display(s), product(s), equipment, hardware, software and the like, as described in the Digital Outdoor Agreement, are collectively referred to in this document as the "Sign." This document and the Digital Outdoor Agreement (including any documents referenced therein) are collectively referred to as the "Agreement." Capitalized terms not defined in this document shall have the their meaning as set forth in the Digital Outdoor Agreement.

1. **LIMITED WARRANTY:** Prismview warrants that the solid-state components of the Sign shall be free from material defects in materials and workmanship for the following periods:

- 12-months on components of the Sign provided by Prismview. Component failures during this 12-month period will be repaired or replaced, at Prismview's discretion, free of charge. This includes ground freight, parts, factory labor, and any required on-site labor.
- 60-months on components of the Sign manufactured by Prismview. Component failures during this period will be repaired or replaced at Prismview's discretion. This includes parts and factory labor only; it does not include freight or on-site labor.

Each of the above warranty periods become effective and commence on the date the Sign is shipped from Prismview's Logan, Utah facility. Components provided by Prismview but not manufactured by Prismview (for instance, computers, keyboards, mice, monitors, hard drives, power supplies, fans, etc.) will be covered during the 12-month period described above, but thereafter will be covered only by the manufacturer's separate warranty, if any, in accordance with the terms of such warranty.

The above warranties are voided if the component has been damaged or destroyed by improper handling or installation (for example, damage from welding slag or metal filings), misapplication of power, water damage, casualty or acts of Nature.

As a condition to the effectiveness of the above warranties, the following procedures must be observed. Before any component is returned to Prismview, a Return Material Authorization ("RMA") number must be obtained. RMA's may be obtained by calling the Prismview Service Department at (800) 741-6721. After initial contact, Prismview may, at its option, allow access to an on-line RMA program for future repair needs. The component being returned must be adequately packaged so as to prevent any damage from shipping. The component must be shipped freight prepaid, and insured, at the Customer's option, to cover any shipping damage or loss. The component will be repaired or replaced, at Prismview's option, and will be returned to Customer, freight collect and insured.

THE ABOVE WARRANTIES CANCEL AND SUPERSEDE ANY AND ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, IMPLIED WARRANTIES OF NON-INFRINGEMENT, MERCHANTABILITY, AND FITNESS FOR PURPOSE.

2. **INSPECTION:** Customer shall carefully inspect the Sign within two (2) business days of receipt. If the Sign does not meet the requirements as set forth in the Agreement, Customer shall promptly, and in no event more than five (5) calendar days thereafter, give Prismview written notice of the nonconformance claimed. **ABSENCE OF TIMELY, WRITTEN NOTICE SHALL BE CONCLUSIVE EVIDENCE THAT THE SIGN IS ACCEPTABLE TO CUSTOMER AS DELIVERED.** If the Sign is delivered by a third party carrier, before moving the Sign from the place of delivery, Customer shall inspect the Sign and promptly notify Prismview and the carrier if any damage exists. If damage exists, Customer shall retain the packing materials and otherwise comply with all requirements necessary to preserve all claims against the carrier. If Customer or its agent moves the Sign before inspecting it, accepts the Sign in a damaged condition, or otherwise fails to comply with the requirements of this paragraph, Prismview shall have no responsibility for defects notwithstanding the warranty set forth above.

3. **MAINTENANCE:** Customer agrees to maintain the Sign in good repair and condition, and free and clear of all liens and encumbrances, until the total purchase price, plus all finance charges, and all collection costs, fees, taxes, and assessments chargeable to Customer (collectively hereinafter "Total Sale Price") have been paid in full.

4. **INSTALLATION:** If the Digital Outdoor Agreement provides that Prismview will perform installation services, the provisions of this paragraph shall apply. Work beyond that contemplated in the Agreement will be required if Prismview encounters subsurface or concealed conditions which are extraordinary or unexpected such as subsurface water, rock, or pipelines. Customer shall compensate Prismview for such additional work on a time and materials basis. Prismview shall not be responsible for damage to underground pipes, sewer lines, sprinkling systems or any other underground obstructions unless notified of their location in writing prior to commencement of work. Absent such written notification, Customer shall pay for any resulting damage. Prismview will exercise reasonable care while installing the Sign, but shall not otherwise be responsible for damage to above ground improvements. Prismview is not an Exterior Insulation and Finish System ("EIFS") contractor, and if Prismview's responsibilities hereunder involve penetrations of EIFS, Prismview will seal such penetrations with products and procedures otherwise common in the sign industry, which may not meet warranty requirements. Prismview shall thereafter have no responsibility for damage that may result from the penetrations.

5. **BILLING AND PAYMENT:** Customer shall pay fifty percent (50%) down upon acceptance of the Agreement, forty percent (40%) prior to shipment, and the remaining ten percent (10%) within thirty (30) days of shipment, unless other payment arrangements are expressly set forth in the Digital Outdoor Agreement. Time is of the essence. All past due amounts shall bear an annual interest rate of eighteen percent (18%). Customer acknowledges that governmental permission to install and maintain the Sign may be revoked or terminated. Customer shall not be released from its obligations to pay the Total Sale Price if at Customer's direction the Sign is installed at a location deemed to be illegal, or if government permission is revoked or terminated. Prismview's acceptance of a late payment, or waiver of any other of Customer's obligations in the Agreement, shall not be construed as a waiver of Prismview's rights as to any subsequent late payment or any other event of Default (as defined below).

6. **SECURITY INTEREST:** Title to the Sign shall be and remain in Prismview until the Total Sale Price has been paid in full, at which time title shall pass to Customer. To secure performance of Customer's obligations, including without limitation Customer's obligation to pay the Total Sale Price upon the terms of the Agreement, Customer grants to Prismview a first priority, purchase-money security interest in the Sign (and any proceeds therefrom) and permission to perfect, assign, amend, continue, and/or terminate that security interest in any way allowed by applicable law.

7. **DEFAULT:** If Customer defaults in the payment of any installment when due, or fails to perform any other obligation herein, or bankruptcy, receivership, or other insolvency proceedings are commenced by or against it ("Default"), Customer shall without notice, immediately be indebted to and hereby agrees to pay Prismview forthwith an amount equal to the Total Sale Price.

8. **REPOSSESSION:** If Customer fails to pay any installment when due, or otherwise Defaults in any of its obligations herein, without resort to judicial process and without liability for trespass Prismview may terminate the Agreement and may (but has no obligation to) repossess the Sign or any component(s) of it. Prismview's right of repossession includes the right to render the Sign inef-fective. Repossession by Prismview shall not be construed as an acceptance of Customer's surrender of the Sign. Neither termination of the Agreement nor repossession of the Sign shall deprive Prismview of its remedies for Default as set forth herein or any and all other damages suffered by reason of Customer's Default.

9. **DISPUTES:** The parties agree to employ good faith efforts to amicably resolve any claims or disputes that may arise. If unsuccessful for any reason, at Prismview's sole option and upon Prismview's written notice to Customer, such claims or disputes may be submitted to formal mediation, with each party to pay one-half of the costs. In case of litigation, venue of any action shall be brought only in the state or federal courts located in Cache County, State of Utah. The Agreement shall be construed in accordance with the laws of the State of Utah, without regard to its conflict of laws provisions. If Prismview places the Agreement with a collection agency or an attorney after Default for enforcement or collection, Customer shall pay all costs thereof including reasonable attorneys' fees. Prismview shall not be liable for special, incidental, or consequential damages, including lost profits, irrespective of cause or theory.

10. **INDEMNIFICATION:** Except to the extent of Prismview's negligence or willful misconduct, Customer shall indemnify, defend, and hold harmless Prismview and its officers, directors, employees, agents, and subcontractors of and from any and all claims, costs (including reasonable attorney's fees), damages, and liabilities, at law or in equity, arising out of or related to the Agreement or Customer's use of the Sign, including, without limitation, any media displayed on the Sign or any resale of the Sign.

11. **LIMITED LICENSE TO USE SOFTWARE:** If the Sign includes software, ownership of the software remains with Prismview, and Customer is granted a limited license to use it strictly in accordance with the terms and conditions of the Limited License Agreement that is available for review on the Internet at <http://www.prismview.com/license.htm>. Customer hereby agrees to use the software only in accordance with such terms and conditions.

12. **PRISMVIEW'S ACCOUNT EXECUTIVES:** No statements made by Prismview's sales personnel shall be binding unless incorporated herein in writing. The Agreement shall not be binding upon Prismview for any purpose until an executive officer or another authorized agent of Prismview executes the same. Customer's requisitions, purchase orders, and the like will only be binding against Prismview when signed by an authorized agent of Prismview.

13. **FORCE MAJEURE:** Performance by Prismview shall be subject to delay by strikes, breakage, fires, unforeseen commercial delays, insurrection, wars, acts of terror, acts of God, and government-regulations.

14. **ASSIGNMENT:** Customer may transfer its interests, rights, and obligations in the Agreement only upon the prior written consent of Prismview. Prismview may freely transfer its interests, rights, and obligations in the Agreement. Customer will not assert against an assignee, pledgee, or transferee of Prismview any claim Customer has or may have against Prismview. All provisions of the Agreement shall be binding upon and inure to the benefit of the successors, assigns, and legal representatives of the respective parties.

The Agreement is a complete integration and final expression of the agreement between Prismview and Customer and may not be amended, supplemented, or otherwise modified except by written agreement executed by authorized representatives of each.