

WHEREAS, Samsung is a distributor of certain new, like new or reclaimed or refurbished service parts for Mobile Phones, Tablets and Wearables, (the “Service Parts”);

WHEREAS, Company desires to participate in the Samsung Independent Service Provider program (the “Program”) and purchase Service Parts from Samsung and Samsung desires to have Company participate in the Program and sell Service Parts to Company under the terms and conditions contained herein;

NOW, THEREFORE, in consideration of the mutual promises and obligations set forth below in this Agreement and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by each Party, the Parties hereby covenant and agree as follows:

1. Certain Definitions.

- 1.1. **“Authorized Service Provider”** shall mean an entity that is authorized and deemed qualified by Samsung to provide In-Warranty, Out-of-Warranty, or Non-Warranted Services on specific Samsung Products in support of Samsung’s Limited Warranty.
- 1.2. **“Carrier”** shall mean a customer of Samsung that operates a wireless communications network and that may distribute Products compatible with such network to Customers.
- 1.3. **“FRP Unlock”** shall mean “Factory Reset Protection Unlock”. A process performed to unlock Samsung mobile devices with an anti-theft solution such as Samsung’s Reactivation Lock or Google’s Factory Reset Protection.
- 1.4. **“Fenrir”** shall mean Samsung’s software update tool that Company and Program Locations will have access to at no cost. All Samsung devices processed by Program Locations must be connected to “Fenrir,” in order to automatically transmit certain device serial numbers to Samsung.
- 1.5. **“FTC”** shall mean Force Touch Calibration and is a process to ensure that all device touch screen calibrations meet Samsung’s global quality standards once the repair has been performed.
- 1.6. **“G-SPN”** shall mean Samsung’s Global-Service Partner network web portal to which Company will have access for purposes of performing the Services. This portal has certain functions available via mobile (Android App) referred to as “M-GSPN”.
- 1.7. **“Galaxy Diagnostics” or “GD”** shall mean Samsung’s diagnostic tool provided to the Program Locations, at no cost, for purposes of performing device diagnostics in accordance with the Samsung repair guidelines to ensure repaired devices are within Samsung’s global quality standards.
- 1.8. **“Galaxy MUST”** shall mean Samsung’s Service Tool provided to the Program Locations, at no cost, for purposes of performing Repair Services and includes, but is not limited to, such testing as the WRT and FTC.

- 1.9. ***“Genuine Parts”*** shall mean parts procured directly from Samsung through G-SPN or directly
- 1.10. from a Samsung designated 3rd party distributor listed in Schedule J for the sole use by Program Locations in the provision of Services.
- 1.11. ***“IMEI”*** shall mean International Mobile Equipment Identity. It is usually found printed inside the battery compartment of the phone, but can also be displayed on-screen on most phones by entering *#06# on the keypad, or alongside other system information in the settings menu within the smartphone operating system.
- 1.12. ***“In-Warranty”*** shall mean, with respect to an applicable Product, such Product is both (i) within the Warranty Period specified in the relevant Samsung Warranty and (ii) is not disqualified from receiving covered Services under the Samsung Warranty by operation of an exclusion specified in the Samsung Warranty.
- 1.13. ***“Insurance/Protection Programs”*** shall mean an agreement between Company and a device insurance and/or protection provider to provide repair Services on Products.
- 1.14. ***“Invoice Number”*** shall mean a unique 10-digit number associated with each Purchase Order of parts. The invoice number is located on each warehouse label and Bill of Lading for each shipment; all parts need to be labeled with the invoice number for usage in G-SPN.
- 1.15. ***“Non-Warranty”*** shall mean, with respect to an applicable Product, that such Product is not covered under the Samsung Warranty by operation of an exclusion (other than expiration of the Warranty Period) specified in the relevant Samsung Warranty.
- 1.16. ***“On-Front Stock” or “OFS”*** shall mean a G-SPN embedded system process, which monitors parts inventory, forecasts future parts demand and proposes a daily parts order list.
- 1.17. ***“Out-of-Warranty”*** shall mean, with respect to an applicable Product, such Product is no longer within the Warranty Period specified in the Samsung Warranty, but would not otherwise be disqualified from Samsung Warranty Services by operation of an exclusion specified therein.
- 1.18. ***“OQC”*** shall mean “Outbound Quality Check”. All Samsung devices serviced by the Company shall undergo an OQC, post repair, per Samsung Repair Guidelines, utilizing Samsung’s “Galaxy Diagnostics”.
- 1.19. ***“Products”*** shall mean Mobile Phones, Tablets and Wearable subject to Services described further in Schedule A.
- 1.20. ***“Program Locations”*** shall mean Company locations, including the entity operating at such locations, that Parties agree are part of the Program.
- 1.21. ***“Purchase Order” or “PO”*** shall mean the submitted request by Company for the purchase of parts or equipment, using OFS or other Samsung approved ordering form (either written or electronic) in effect at the time of the order.
- 1.22. ***“QR Code”*** shall mean a unique ‘Quick Response’ code that identifies serial number and additional information about the individual part required to be scanned into the ticketing system used by Company during each repair ticket. The QR code may take the place of a separate serial number.

- 1.23. ***“Samsung Independent Service Provider”*** shall mean an entity with an active, executed Samsung Independent Service Provider Agreement, granted the ability by Samsung to access certain Samsung proprietary systems and to procure Service Parts.
- 1.24. ***“Samsung Warranty”*** shall mean Samsung’s Standard Limited Warranty for Products, as modified or amended from time-to-time by Samsung in its sole discretion. When any such modifications are made by Samsung, such modified warranty documents shall become part of this Agreement and its Schedules respectively. Samsung’s Standard Limited Warranty is available on the device in the Samsung legal section of Settings. The location depends on the device, and is usually in the “About device” or “About phone” or “About tablet section.
- 1.25. ***“Serial Number”*** shall mean a unique identifier to an individual part. Some parts have internal serial numbers that require connection to a proprietary software program to read the serial number information and some parts require scanning the part serial number or QR code.
- 1.26. ***“Service(s)”*** shall mean those services as defined and more fully described in Schedule A.
- 1.27. ***“SKU”*** shall mean Stock Keeping Unit. Each SKU has a unique part number.
- 1.28. ***“Standard Operating Procedure (“SOP”) Guide”*** shall mean Samsung’s guide that includes policies, procedures and system usage with respect to an applicable repair or process within the specified scope mentioned in this agreement, and provided or made accessible to Company by Samsung, as it may be updated in writing by Samsung from time-to-time with notice to Company.
- 1.29. ***“WAF”*** shall mean Work Authorization Form and is an authorization form the customer is required to complete and sign prior to commencing Services on a Product; the WAF contains customer information and Samsung terms & conditions.
- 1.30. ***“WISE”*** shall mean standards within the CTIA Wireless Industry Service Excellence umbrella. These standards govern requirements for Retail Locations and Technician training.
- 1.31. ***“WRT”*** shall mean Water Resistance Test and is a mandatory process to ensure that all IP67 and/or IP68 devices meet Samsung’s Global Quality standards for water resistivity after performing the repair. All Samsung devices designed to meet IP67, IP68 or other IP standards must be tested and compliant upon any disassembly and assembly process.

2. Services.

2.1. ***Scope.*** Company shall purchase Service Parts directly from Samsung or directly from a Samsung designated 3rd party distributor listed in Schedule J, for the purposes of providing Services as described in Schedule A. Any change to the scope of this Agreement that is promoted publicly to Company’s or Program Locations’ customers for Services outlined in Schedule A (***“Customers”***), or the purchase or use of Samsung Genuine Parts, shall require prior written agreement signed by both Parties.

2.2. ***Program Core Precepts.***

- 2.2.1. The Program provides Customers with an assurance that Company and each Program Location uses Samsung Genuine Parts exclusively in its provision of Services for Customers and that it meets the Program requirements set forth herein.
- 2.2.2. The Program provides Company with the ability to purchase certain Samsung Genuine Parts, service tools, equipment and jigs.

- 2.2.3. The Program provides Company and Program Locations with access to certain systems and support materials.
- 2.2.4. The Program does not confer Samsung Authorized Service Provider status upon Company or any Program Locations, and Program Locations are not authorized by Samsung to repair devices or hold themselves out as being authorized by Samsung to repair devices, explicitly or by inference.
- 2.2.5. Company shall provide each of its Customers with a full disclosure that it participates in the Program for the procurement of Service Parts but that the Services are not authorized or endorsed by Samsung. Such disclosure shall be set forth in a comprehensive WAF that all Customers must complete and sign before any Program Location may perform any Services.
- 2.2.6. Services provided by Company under this Agreement shall be limited to non-warranted Level-1 and Level-2.
- 2.2.7. Subject to Samsung's warranty and indemnification obligations under Sections 5.5 and 9.2 below respecting the quality of Service Parts and Equipment, Samsung assumes no responsibility or cost for any Services provided by Program Locations.
- 2.2.8. Company shall maintain current WISE certification for each location at which it provides Services ("Program Location") and must have at least one (1) WISE Level 2 certified technician onsite at each Program Location during the hours during which Services are performed. Company shall remain in good standing with all Program requirements and WISE audit programs.
- 2.2.9. Except in certain limited situations in which Company customarily does not provide a service warranty (e.g., water damaged Products), each Program Location shall provide Customers with its own limited warranty on all Services provided for a period of at least ninety (90) days from the date of the Service is completed by the Program Location and the Product is returned to the Customer. Such limited warranty shall be in writing and shall comply with applicable law in the jurisdiction in which the Services are performed.

2.3. *Documentation and Systems.* Samsung shall make available and accessible for Company program tools and documentation, including all necessary Samsung software and web-based tools. The Parties agree that if anything in the Samsung software / web-based tools or in documentation provided by Samsung conflicts with the terms of this Agreement, the terms of this Agreement shall govern.

3. Company Responsibilities.

3.1. *General.* Company shall at all times permit Services to be conducted under this Agreement only at qualified Program Locations. Services shall at all times be conducted in accordance with the highest industry standards, which at a minimum include this Agreement, the WISE Standards, and Samsung's then-current Standard Operating Procedures that Samsung (i) makes generally available to Company and Program Locations or (ii) otherwise provides to Company, in each case as may be amended by Samsung from time to time. Notwithstanding the foregoing, if Samsung implements a structural or policy change relating to this Agreement that requires a major system change by Company, Samsung shall provide written notice to Company of such change and Company shall comply with such change within a reasonable time, not to exceed thirty (30) days from receipt of such notice, or provide Samsung with written notice of termination of this Agreement, which termination will be effective prior to Samsung's implementation of such change. Company shall give Samsung thirty (30) days' advance notice of any material change in procedures implemented by Company relating to the Service Parts, Services, or any other aspect of this Agreement. If such change affects Company's performance under

the Agreement or otherwise affects established processes and procedures hereunder, such changes are subject to Samsung's review and approval. Company shall at all times maintain all company-owned Program Locations in an orderly and presentable condition.

- 3.2. *Services to Customers.*** Company shall be solely responsible for all aspects of the Services it provides to its customers, including meeting schedules, collecting payment, and providing technical support. Company agrees that Samsung shall have no liability arising out of any agreement or arrangement between Company and Carriers, Insurers, Retailers, Customers or other third parties, including, without limitation, any failure by Company to provide the Services at the times and on the terms agreed to by the Company. Company shall not undertake or purport to alter, extend or otherwise adversely affect the terms of any Samsung warranty, or unlawfully interfere with any contractual relationship between Samsung and Carriers, extended warranty/service contract providers, or other third parties. Company shall not provide Services on Product(s) to be used for re-sale, including but not limited to, the replacement of exterior parts, such as, but not limited to, the screen, back glass, or chassis, without prior written authorization from Samsung. Company shall not provide Services on Products for redistribution through insurance or protection programs, extended warranties, or other service contracts unless pre-authorized by Samsung in writing.
- 3.3. *G-SPN Requirements.*** Company shall be responsible for entering agreed data elements for all Customer interactions and repairs into the G-SPN ticketing system either (i) directly through the secure G-SPN web portal with dedicated, individual technician level credentials, or (ii) indirectly, via web service API integration of G-SPN into Company's internal system.
- 3.4. *End Customer Data ("ECD").*** Company shall take reasonable measures to prevent ECD leakage from Products when providing Service and shall have sole responsibility for any unauthorized disclosure of such ECD to the public. ECD includes all user-stored data in a Product, including without limitation, user identification, contacts, user settings, messages of any type in any format, documents, music, video, photographs, and applications, as well as all data applicable to a particular Customer's Product that is generated by the Product or transmitted by the Carrier, as well as all data stored on any removable memory device used with the Product. Company will communicate to its Customers prior to performing Service that the Customer is responsible for backup of the ECD from any Product prior to submission for evaluation and Service, and neither Samsung nor the Company have any responsibility for the loss, modification or corruption of any ECD submitted for Service, or for the backup or restoration of any ECD on submitted Products. Such disclosures shall be included in the Work Authorization Form that a Customer must complete fully before Company takes possession of the Product from the Customer for Service.
- 3.5. *Guidelines and SOPs.*** Company will make its Guidelines and SOPs available to Samsung. Company will also fully comply with any other customary standards of business conduct prescribed by law, regulation or otherwise. Company shall have sole responsibility for any acts or omissions of its employees and/or representatives in connection with the Services rendered hereunder.
- 3.6. *Samsung Parts.***
- 3.6.1. *Purchase Orders.*** Company may, from time to time, submit to Samsung electronic written orders for Service Parts (each, a "Purchase Order"). Purchase Orders can only be submitted for Service Parts set forth in Schedule A for use in the Program. Each Purchase Order shall specify the Service Parts (including the identity, price(s), quantities, specifications thereof and the dates for shipment of such Service Parts by Samsung to Company. No Purchase Order shall be binding upon Samsung until accepted by Samsung in writing. Any failure by Samsung to execute and return a Purchase Order shall not relieve Company of any obligation under this Agreement relating to Service Parts provided by Samsung thereunder pursuant to such Purchase Order. Samsung reserves the right,

for any reason or for no reason whatsoever, to reject, by action or inaction, any Purchase Order received from Company. All Purchase Orders issued by Company for Service Parts shall be firm and non-cancellable by Company, unless such cancellation is approved by Samsung in writing. Company is obligated to inspect, accept, take physical receipt, take title and make payment for accepted Purchase Orders. Notwithstanding the foregoing, Samsung agrees to sell Service Parts to Company within one hundred and twenty (120) days after Samsung's acceptance of Company's Purchase Order. Additionally, if Samsung fails to fulfill a Purchase Order for Service Parts within one hundred and twenty (120) of acceptance of Company's Purchase Order, Company shall have the right to cancel all or part of such Purchase Order for Service Parts not yet delivered. This Section does not apply to Purchase Orders for Service Parts that are placed after Samsung has notified Company in writing that such Service Parts are no longer in production, and Samsung shall have no obligation to fulfill such Purchase Orders. The parties mutually agree to evaluate the fulfillment time for Company Purchase Orders on an annual basis. Any change to fulfillment time for Company Purchase Orders shall be mutually agreed to by the Parties.

3.6.2. Terms of Use. Unless Samsung has been unable to supply Service Parts within the terms outline in section 3.6.1 Company shall make best efforts to use only new, like new, or reclaimed or refurbished Service Parts purchased directly from Samsung, or directly from a Samsung designated 3rd party distributor listed in Schedule J, in its provision of Services and may not reclaim parts itself for use in the Services. Company shall not use any Service Part for any purpose other than pursuant to this Agreement. Company shall not resell the Service Parts to any 3rd party. In addition, in no event shall Company copy, adapt, enhance, or modify Service Parts, or reverse assemble or reverse compile or directly or indirectly permit a third party to reverse assemble or reverse compile any Service Parts. Company shall immediately disassemble all products that are created or assembled out of, comprised of, or that contain any Service Parts not purchased from Samsung (with the exception of those Service Parts described above) and shall immediately notify Samsung in writing of the details and circumstances of any unauthorized use or misappropriation of any Service Part for any purpose other than pursuant to this Agreement. Samsung may terminate this Agreement if these terms are violated.

3.6.3. On-Front Stock (OFS). Company shall use the OFS process within G-SPN, directly or indirectly, to verify any parts and parts quantities generated within the Purchase Order proposal, as outlined within Samsung's SOP.

3.6.4. Parts Order Discrepancy. In the event of any discrepancy (e.g., incorrect quantity, parts or color) in any Purchase Order for Service Parts delivered to Company hereunder, Company shall, within three (3) days of its receipt, report any such discrepancies to Samsung. If Company reports a discrepancy to Samsung within the stated period, Company may return such incorrect quantity of Service Parts, in accordance with Samsung's then-current Return Material Authorization ("RMA") policy, to Samsung at Samsung's expense, and Samsung will promptly issue a full credit on the incorrect quantity of Service Parts.

3.6.5. Parts Return - Damaged Parts. Any parts damaged in transit must be reported to Samsung within seventy-two (72) hours of receipt. If parts damaged in transit are not returned and received by Samsung within thirty (30) days of receipt, Samsung will have no obligation to replace such Service Parts or reimburse or refund Company for the cost of the damaged parts.

3.6.6. Changes to accepted Purchase Orders. Company may not, absent Samsung's prior written consent, make any changes to a Purchase Order submitted by it to Samsung (including, without limitation, changes to the requested method of shipment, packaging or place of delivery). Samsung

shall invoice Company for any increase in the cost of, or the time required for, any changes approved and implemented by Samsung under this Section 3.

3.6.7. *Samsung's Proprietary Rights.* Company acknowledges and agrees that Samsung owns, without limitation, all right, title and interest to all of Samsung's patent, copyright, trade secret and other intellectual property rights relating to the design, manufacture, operation or service of the Service Parts and that Company shall not, by virtue of its purchase of the Service Parts or otherwise, obtain any right, title or interest in or to the Service Parts except as expressly provided herein. Nothing contained in this Agreement will give Company the right to (i) use Samsung's name in any manner that would misrepresent the relationship between Company and Samsung; and (ii) represent in any manner that Company is an Authorized Service Provider on behalf of Samsung or of Samsung's products.

3.6.8. *Company's Proprietary Rights.* Samsung acknowledges and agrees that Company owns, without limitation, all right, title and interest to all of Company's trademark, copyright, trade secret and other intellectual property rights relating to the operation of its franchise system and that Samsung shall not, by virtue of this Agreement or otherwise, obtain any right, title or interest in or to Company's intellectual property rights. Nothing contained in this Agreement will give Samsung the right to use Company's name in any manner that would misrepresent the relationship between Company and Samsung.

3.6.9. *Delivery; Risk of Loss.* Notwithstanding anything to the contrary contained herein or in any Purchase Order, risk of loss or damage shall pass to Company upon delivery to the freight carrier designated by Company, and for such purposes delivery shall be deemed to be complete, F.C.A. (Incoterms) at the Samsung facility from which the applicable shipment originates. Samsung is expressly authorized, at Samsung's discretion, to make early or partial deliveries of the Service Parts to be delivered under any Purchase Order.

3.7. *Equipment.* Company may, at its expense, acquire proprietary testing and service equipment from Samsung ("***Equipment***"). Company has sole responsibility at its cost to ensure all test Equipment is properly maintained and calibrated as directed by the Equipment manufacturer and the SOP, and shall have sole financial responsibility for (i) replacing Equipment that is lost or damaged and (ii) testing and repair. Equipment purchases from Samsung shall only be used at Company Program Locations.

3.8. *Personnel Training.* Each Program Location must have one (1) or more WISE L2 certified technician(s) on-site at all times during service hours in order to provide Services, and sufficient backup certified personnel available to meet these minimum requirements. During the Term, Samsung shall make additional, product specific training material available to Company. Company will ensure that all documentation for a new model(s) has been downloaded from the Samsung repair system (G-SPN) and appropriate training conducted.

3.9. *On-Site Audits.* As per section 2.2.5 Company shall comply with WISE audit requirements, maintain the pass rate required by the program and make Program Location audit results available to Samsung, within ten (10) days of receipt of audit results. If any Program Location(s) fail the audit and are unable to pass the audit criteria after a period of thirty (30) days of corrective action, Company shall notify Samsung and remove such Program Location(s) from the Program. Samsung shall in turn remove such Program Location(s) from the locator. Company may elect to have Program Location(s) requalify for the program upon provision of subsequent successful re-audit results.

3.10. *Data reporting.* Company shall provide to Samsung reports of all Products for which Services are performed, including but not be limited to IMEI, SKU, time and date of Customer request for Service at a Program Location, repair code/fault code for all transactions, all parts replaced as per Schedule E. All

Program Locations will be required to scan the old and new QR codes of core parts that are replaced. Each Program Location must record all applicable into the G-SPN system, directly or indirectly, with accurate information related to the repair, including, but not limited to, accurate times of ticket creation, parts used and time of repair complete.

3.11. *Work Authorization Form.* Company shall ensure that each of its Customers completes a WAF for each Service event provided under this Agreement before Company may begin to provide the Service. The WAF shall contain the provisions outlined in Section F and be retained according to the record retention requirements set forth in Section 8.1.

3.12. *Feedback.* Company shall promptly notify Samsung of any problems encountered regarding the function or operation of the Equipment or the Service Parts, and shall inform Samsung of any resolutions or suggestions to address such problems or to otherwise modify, redesign or improve the Equipment or the Service Parts. As between Company and Samsung, all Feedback is the exclusive property of Samsung, and Company hereby assigns to Samsung all Feedback, at no cost to Samsung. For the purposes of this Section "Feedback" shall mean any and all oral and written test results, error data, reports or other information, feedback or customer liability forms, pictures obtained on device conditions provided by any customer, employee or agent of Company to Samsung or Samsung's designates, to the extent relating to the Products, any other Samsung products (released or unreleased) or any other Confidential Information disclosed to Company by Samsung hereunder, including without limitation, feedback on product features and usability.

3.13. *MSRP.* Company may set its pricing for the Services; however, Company shall, to the extent permitted by applicable law, use best efforts to maintain pricing that is no higher than 150% of the current Samsung service MSRP posted on Samsung.com. In the event that Company or a particular Program Location prices its services higher than 150% of the then-current Samsung MSRP, Samsung may remove such Program Location from the Program or terminate the Agreement pursuant to Section 11.4 after notice and opportunity to cure.

4. Fees and Payments

4.1. *Payment.* Company shall pay all amounts due for Service Parts or Equipment ordered directly from Samsung under this Section at the in advance. Samsung may ship Service Parts ordered under a single Purchase Order from multiple locations and may issue multiple invoices for a single Purchase Order. Should it subsequently transpire that Company has insufficient funds to support the Purchase Order, said Purchase Orders will be cancelled or collection proceedings will be instituted.

4.2. *Taxes.* All costs shall be paid in US Dollars and shall be exclusive of taxes. Any taxes, duties, excises or tariffs imposed on costs and fees paid for Service Parts shall be the responsibility of Company. If Samsung is required by law to directly pay any such taxes, fees, excises, tariffs or other charges, Company shall promptly reimburse Samsung upon Samsung's presentation to Company of documentation evidencing such payment.

4.3. *Compensation.* Samsung is not obligated or responsible in any way for any payment to the Company for Services set forth in Schedule A.

5. Representations and Warranties.

5.1. *Formation; Authority.* Company represents, warrants and covenants that it is duly formed, validly existing and in good standing under the laws of the state of its formation; it has all requisite power and authority to execute, deliver and perform its obligations under this Agreement; the execution, delivery and performance of this Agreement has been duly authorized by all requisite corporate action; and that

this Agreement constitutes the legal, valid and binding agreement of Company enforceable against it in accordance with its terms.

- 5.2. *Authorizations.*** Company represents, warrants and covenants that it has obtained all authorizations, approvals, consents or permits required to perform its obligations under this Agreement under all applicable laws and regulations.
- 5.3. *Experience; Independent Contractor.*** Company represents, warrants and covenants that: (i) it is experienced in repairing Products and is familiar with the Products and the Service Parts; (ii) are independent contractors without any authority to act for or on behalf of Samsung, and (iii) all representations made and agreements executed by Company, its employees, or other personnel shall be Company's sole responsibility.
- 5.4. *Service Quality.*** Company represents, warrants and covenants that the Services it provides shall be provided with promptness, due care, skill and diligence and in a professional and workmanlike manner with the level of quality and performance consistent with the practices of top-tier providers of such Services and that the Services conducted shall be accurate, complete, and free from defects in workmanship.
- 5.5. *Parts Quality.*** Samsung represents and warrants to Company that all Service Parts and Equipment purchased by Company hereunder are genuine and will be free of defects in material and workmanship at the time of shipment to Company and for ninety (90) days thereafter. In the event that any non-conformity of any Service Part appears within the warranty period, Samsung will repair or replace the non-conforming Service Part at its option as Company's exclusive remedy and Samsung's exclusive obligation. For the avoidance of doubt, the warranty given by Samsung pursuant to this Section 5.5 shall be solely for the benefit of Company, and shall not have the effect of extending or modifying the Samsung Warranty or creating any other obligation of Samsung to any customer or other third party. EXCEPT FOR THE FOREGOING, AND SUBJECT TO SAMSUNG'S INDEMNIFICATION OBLIGATIONS BELOW, SAMSUNG PROVIDES THE SERVICE PARTS ON AN "AS IS," "WHERE IS" BASIS AND MAKES NO OTHER REPRESENTATIONS OR WARRANTIES, EXPRESS OR IMPLIED, AS TO THE SERVICE PARTS PROVIDED HEREUNDER, INCLUDING ANY WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR OF NON-INFRINGEMENT.
- 5.6. *No Corruption.*** Each Party represents, warrants and covenants that it is fully aware of and will comply with, and in the performance of its obligations hereunder will not take any action or omit to take any action that would cause either Party to be in violation of, (i) U.S. Foreign Corrupt Practices Act, or (ii) any regulations promulgated under any such laws. Each Party represents, warrants and covenants that neither it nor any of its employees or agents is an official or employee of any government (or any department, agency or instrumentality of any government), political party, state owned enterprise or a public international organization such as the United Nations, or a representative or any such person (each, an "Official"). Each Party further represents, warrants and covenants that, to its knowledge, neither it nor any of its employees has offered, promised, made or authorized to be made, or provided any contribution, thing of value or gift, or any other type of payment to, or for the private use of, directly or indirectly, any Official for the purpose of influencing or inducing any act or decision of the Official to secure an improper advantage in connection with, or in any way relating to, (i) any government authorization or approval involving any other Party, or (ii) the obtaining or retention of business by any other Party. Each Party further represents, warrants and covenants that it will not in the future offer, promise, make or otherwise allow to be made or provide any such payment and that it will take all lawful and necessary actions to ensure that no such payment is promised, made or provided in the future

by any of its employees. For the avoidance of doubt, any violation of this Section 5.6 shall be deemed to be a material breach of this Agreement.

5.7. Compliance with Laws.

5.7.1. Samsung shall comply at all times, at its own expense, with the provisions of all applicable federal, state, county and local laws, ordinances, regulations and codes, including procurement of any required permits or certificates, applicable to Samsung's performance of this Agreement.

5.7.2. Company shall comply at all times, at its own expense, with the provisions of all applicable federal, state, county and local laws, ordinances, regulations and codes, including procurement of any required permits or certificates, applicable to Company's performance of this Agreement.

5.7.3. Each Party shall at all times refrain from engaging in any illegal, unfair, unethical, or deceptive business practices. Each Party acknowledges that any products, software or technical information disclosed under this Agreement are subject to U.S. and non-U.S. export laws and regulations and any use or transfer thereof must be made in compliance with such regulations. Company shall not transfer, directly nor indirectly, any product, technical data or software furnished under this Agreement to any country without first obtaining written consent from Samsung and obtain all required licenses or other governmental approvals and otherwise complying with all applicable export control laws. If any Party becomes aware of any Product or Service Part that (i) poses a health or safety issue that could reasonably be considered to create a substantial risk of injury to the public; or (ii) violates any applicable law, such Party shall immediately notify the other Parties in writing, which writing shall include all information known by such Party in respect of such issue or violation.

5.8. No Inducements. Each Party represents, warrants and covenants that neither it, nor any of its employees, have provided or offered, or will provide or offer, any illegal or improper bribe, kickback, payment, gift or anything of value (but excluding any reasonable and ordinary business entertainment or gifts of an unsubstantial value, that are customary in local business relationships and permitted by applicable law) to any other Party or any customer or their respective directors, officers, employees and representatives in connection with this Agreement or any Services provided hereunder.

6. Samsung Responsibilities

6.1. Technical Assistance and Support. Samsung will provide the following to Company:

6.1.1. **Access G-SPN** – G-SPN is a secure, password-protected site that contains all technical information for the repair/refurbishment of Samsung handsets/mobile Products. The Samsung G-SPN site includes, but is not limited to, the following information: BOMs, software updates and maintenance releases ("MRs"), line documentation, support tools, reactivation software, technical training courses, RMA, Warranty Validation and Technical Bulletins. This information is available 24/7, excluding scheduled or unscheduled maintenance, for all Products approved for the Company in Schedule A. Samsung shall grant Company and Qualified Franchisees access to G-SPN pursuant to the terms of this Agreement.

6.1.2. **Technical Training.** Samsung will provide access to all training materials necessary through G-SPN. As per Section 2.2.5 and 4.4 Company shall maintain WISE technician certification.

6.2. Recommendation of Company. From time to time, when appropriate based on Company's performance and capability as determined by Samsung in its sole discretion, Samsung may recommend Company to end-users within Company's geographic area for Services outlined in the Agreement. For the avoidance of doubt, Samsung shall have no obligation to recommend Company to any end-user,

and Company agrees and acknowledges that this Agreement does not grant any exclusive or preferential rights to Company to any geographic area or to provide the Services contemplated hereunder, and Samsung may engage other third parties to perform the same or similar Services.

- 6.3. *Service Parts.*** Subject to the terms and conditions of this Agreement, Samsung agrees to sell Service Parts to Company and Samsung agrees to deliver such Service Parts to a mutually agreed Company facility within one hundred and twenty (120) calendar days after Company's confirmation of each OFS Parts Proposal.
- 6.4. *Pricing for Service Parts.*** Pricing for Service Parts shall be in accordance with Samsung's current list price and Samsung reserves the right to make changes to Service Parts pricing at any time and without prior written notice to Company. New Service Parts pricing does not affect those Purchase Orders that have been accepted into the Samsung parts ordering section of the G-SPN system.
- 6.5. *Product Information.*** Samsung may provide to Company certain technical bulletins, Product software, test software and service and operating manual updates relating to the Products and software released during the Term that are applicable as per Schedule A. All Samsung documentation will be available to the Company on the G-SPN system and training LMS system.
- 6.6. *Equipment.*** Samsung shall make available for purchase by Company certain proprietary tools and equipment required to undertake the Services outlined in Section A, including but not limited to jigs, fixtures, tools and software recommended for safe and efficient provision of Services and data.

7. *Proprietary Marks; Advertising.*

- 7.1. *Proprietary Marks.*** During the Term, Company may represent and advertise Program Locations as a participant of the "Samsung Independent Service Provider Program" and Samsung hereby grants to Company a non-exclusive, non-transferable (with the exception of rights granted to Qualified Franchisees as described in this Agreement), revocable license to use Samsung's trade names and trademarks in the normal course of advertising the Program and strictly in accordance with Samsung's then-current guidelines for such use; provided, however, that Company shall not use Samsung's name in any manner which would misrepresent the relationship between Company and Samsung. In the event that Samsung changes its guidelines or ceases use of any of its marks licensed to Company under this Section 7, Company shall promptly remove and, if applicable, replace such mark upon Company's receipt of notice from Samsung of such change or cessation. Upon the earlier of (i) Samsung's written notice to Company or (ii) the termination of this Agreement, the license granted under this Section 7 shall immediately terminate, and Company shall promptly (A) cease use of all such trade names and trademarks; (B) return or destroy, at Samsung's option, all marketing materials provided by Samsung to Company; and (C) remove and destroy any other material, of any nature, identifying Company as an Program partner or otherwise displaying or using any such trade names or trademarks.

8. *Record Retention.*

- 8.1. *Retention of Records.*** Company shall keep, full and complete records of all Services performed under this Agreement for a period of not less than five (5) years from the date a Service event has occurred.

9. *Indemnity.*

- 9.1. *Indemnification by Company.*** Company agrees to indemnify, defend and hold harmless Samsung and Samsung's officers, directors, employees and agents from and against any and all losses, costs, liabilities or expenses (including but not limited to reasonable attorney's fees) for third party claims arising, directly or indirectly, out of or in connection with any actual or alleged acts or omissions of

Company or any of its employees, or other personnel, including, without limitation, (i) the damage, loss or destruction of any real or tangible personal property, or the death of, or bodily injury to, any individual caused by the negligence or other tortious conduct or willful misconduct of Company; (ii) any modification or supplementation by Company of the Samsung Warranty or any warranty provided by Company on Out of Warranty Services, or any warranty offered by Company in violation of this Agreement; (iii) Company's breach of this Agreement or any of Samsung's policies and procedures referenced herein; (iv) Company's breach of its representations and warranties set forth in Section 5; or (v) Company's misuse of Samsung's marks licensed to it under Section 7 in a manner that infringes upon any third party's intellectual property rights, to the extent that the infringement would not have arisen absent such misuse by Company; (vi) any destruction of, damage to, or reduction in useful life of any Samsung Provided Equipment caused by Company's failure to maintain or otherwise comply with its obligations respecting such Equipment; (vii) the unauthorized use or disclosure of any Confidential Information and/or ECD from any Product serviced by Company or (viii) products liability claims specifically related to a Product on which Company performed Services and not resulting from a defective Service Part.

9.2. *Indemnification by Samsung.* Samsung agrees to indemnify, defend and hold Company and their respective officers, directors, employees, agents harmless from and against any and all losses, costs, liabilities or expenses (including but not limited to reasonable attorney's fees) for third party claims arising out of or in connection with any (i) willful refusal by Samsung or any of its employees, contractors or other personnel to provide Service Parts to Company in accordance with this Agreement, (ii) allegation that a Product or Service Part infringes a U.S. patent or copyright, in each case provided that Company (A) promptly notifies Samsung in writing of such claim; (B) grants Samsung sole control over the defense and settlement thereof pursuant to Section 9.3; and (C) cooperates at Samsung's expense with any reasonable request by Samsung for assistance in defending such claim, or (iii) the damage, loss or destruction of any real or tangible personal property, or the death of, or bodily injury to, any individual caused by the negligence or other tortious conduct or willful misconduct of Samsung or its representatives, or (iv) Samsung's breach of its covenants, representations and warranties hereunder. Should any Service Part become, or in Samsung's opinion be likely to become, the subject of such a claim, Samsung may, at its option and expense, (1) procure for Company the right to make continued use thereof, whether through obtaining a license or some other means; (2) replace or modify such Service Part so that it becomes non-infringing; or (3) request return of the Service Part by Company and refund the price paid by Company for such Service Part. Samsung shall have no liability under this Section 9.2 for any alleged infringement based, in whole or in part, on (a) any combination of the Products or Service Parts with Company or third party products; (b) the use of the Products or Service Parts for a purpose or in a manner for which a Product or Service Part was not intended or designed; (c) use of an older version of any Product or Service Part when use of a newer version would have been non-infringing; (d) any modification made to the Products or Service Parts without Samsung's express written approval; (e) modifications made by Samsung pursuant to Company's or a customer's instructions or request; or (f) any intellectual property right owned or licensed by Company or any Carrier, as applicable. THE FOREGOING CONSTITUTES SAMSUNG'S ENTIRE LIABILITY AND COMPANY'S SOLE AND EXCLUSIVE REMEDY FOR ANY INFRINGEMENT CLAIM ARISING HEREUNDER. NOTWITHSTANDING ANYTHING HEREIN TO THE CONTRARY OR IN SECTION 12 (LIMITATIONS OF LIABILITY) BELOW, IN NO EVENT WILL SAMSUNG'S LIABILITY UNDER ANY INFRINGEMENT CLAIM ARISING HEREUNDER EXCEED FIVE MILLION DOLLARS (\$5,000,000).

9.3. *Indemnification Procedures.* Promptly after receipt by either Party (in each case, an "Indemnitee") of notice of the commencement or threatened commencement of any action or proceeding involving a claim in respect of which Indemnitee is entitled to indemnification under this Section 9, Indemnitee shall notify the other Party (in such instance, the "Indemnitor") of such claim. No delay or failure to so notify Indemnitor shall relieve Indemnitor of its obligations under this Agreement except to the extent

that Indemnitor has suffered actual prejudice by such delay or failure. Within five (5) days following receipt of notice from Indemnitee relating to any claim, but no later than fifteen (15) days before the date on which any response to a complaint or summons is due, if applicable, Indemnitor shall notify Indemnitee that Indemnitor shall assume control of the defense and settlement of such claim (a "Notice of Assumption"). If Indemnitor delivers a Notice of Assumption within the required notice period, Indemnitor shall assume control (subject to Indemnitee's right to participate at Indemnitee's cost and expense) over the defense and settlement of the claim and diligently defend the claim; provided, however, that (i) Indemnitor shall keep Indemnitee fully apprised as to the status of the defense; and (ii) Indemnitor shall obtain the prior written approval of Indemnitee before entering into any settlement of such claim asserting any liability against Indemnitee, imposing any obligations or restrictions on Indemnitee, ceasing to defend against such claim or otherwise adversely impacting Indemnitee. If Indemnitor does not deliver a Notice of Assumption relating to any claim within the required notice period, or if, after the assumption of the defense by Indemnitor, Indemnitor has failed to defend the claim diligently, Indemnitee shall have the right to defend the claim in such manner as it may deem appropriate. Indemnitor shall promptly reimburse Indemnitee for all reasonable costs and expenses incurred by Indemnitee, including attorney's fees, in connection therewith to the full extent of Indemnitor's indemnification obligation under this Section 9.

10. Insurance and Risk of Loss.

- 10.1. Required Insurance.** Except as otherwise agreed to by the Parties in writing, Company shall maintain in full force and effect at all times during the Term and for four (4) years thereafter, at its own expense, insurance of the kinds and at the limits specified in Schedule I and that complies with the requirements as set forth herein. All insurance must be issued by one or more insurance carriers, licensed to do business in the states in which the Services are to be performed, and that have an A.M. Best rating of A- VII or better. All insurance required by this Section 10 shall name Samsung and its affiliates as additional insureds for any and all liability arising at any time in connection with Company's obligations hereunder, with the exception of worker's compensation which shall name Samsung and its affiliates as alternate employers. In the event that Company is unable to obtain or maintain in effect any of the insurance coverages or endorsements specified herein from an insurance carrier, Company shall promptly notify Samsung in writing. Samsung reserves the right to require additional types and limits of insurance to the extent such coverage is normally maintained by other Companies engaged in performing services similar to the Services.
- 10.2. Certificates of Insurance.** Prior to commencement of Services and annually thereafter during the Term, Company shall provide Samsung with certificates of insurance evidencing compliance with this Section 10 (including evidence of renewal of insurance) signed by authorized representatives of the respective carrier(s). Each certificate of insurance shall include a statement that the issuing company shall not cancel, fail to renew, reduce or otherwise change the insurance afforded under the above policies unless thirty (30) days prior written notice of such cancellation, nonrenewal, reduction or change has been given to Samsung.
- 10.3. No Waiver.** The obligation of Company to provide the insurance specified herein shall not limit in any way any other obligation or liability of Company provided elsewhere in this Agreement, including but not limited to Company's indemnity obligations set forth in Section 9.
- 10.4. Risk of Loss.** Company shall maintain adequate security for loss prevention control along with a disaster recovery plan and shall, upon Samsung's reasonable request, provide such plan to Samsung. Notwithstanding the foregoing, Company shall be responsible for risk of loss of, and damage to, any Products, Equipment, software, facilities or other materials in its possession or under its control, including any materials owned by Samsung. Should any loss occur the Company must improve or

reevaluate their loss prevention security measures within fifteen (15) days or a reasonable time as a written agreed upon solution between the Company and Samsung.

11. Confidentiality.

11.1. Definition of Confidential Information. “Confidential Information” shall mean all information, technical data, end-user information or know-how, in whatever form, which the disclosing Party (the “Discloser”) transmits to the receiving Party (the “Recipient”) in any manner, even if disclosed to Recipient prior to the Effective Date, relating to the properties, business activities or operations of Discloser, including, without limitation, (i) all information of Discloser disclosed in writing or other tangible form and that is plainly marked by Discloser as confidential or “proprietary” or other similar wording, including, without limitation, all customer data and information, trade secrets, patents, specifications, know-how, designs, drawings, sketches, models, notes, documents, samples, reports, plans, forecasts, methods of doing business, current or historical data, computer software and programs, codes and all other technical, financial or business information; (ii) all information of Discloser that is not known to the public, without regard to the form in which such information is disclosed; (iii) any and all of the foregoing which is prepared by Recipient or its employees or agents that contains, reflects or is based upon, in whole or in part, any of the Confidential Information; and (iv) the contents of discussions and negotiations between the Parties concerning this Agreement; and, solely in the case of Samsung, (v) Feedback. For the avoidance of doubt, all Samsung Provided Equipment, Samsung proprietary test materials and Samsung provided software shall be considered Samsung Confidential Information. Confidential Information shall not include information that Recipient can demonstrate: (A) is or (through no improper action or inaction by Recipient or any affiliate, agent, consultant or employee of Recipient) becomes part of the public domain; (B) was lawfully in the possession of or known by Recipient on a non-confidential basis at the time of disclosure by Discloser; (C) was received on a non-confidential basis from a third party having a lawful right to disclose such information; or (D) was independently developed by Recipient without reference to or use of the Confidential Information as demonstrated by Recipient’s records. The Parties agree to use reasonable efforts to summarize the content of any oral disclosures which are proprietary or confidential in nature; provided, however, that any failure to provide such summary shall not in any way affect the classification of such disclosures as Confidential Information under this Agreement, or detract from the protection afforded to such Confidential Information under this Agreement, to the extent that such Confidential Information was identified as confidential or proprietary when such oral disclosure was made.

11.2. Non-Disclosure and Use. Recipient shall not disclose Discloser’s Confidential Information to any person or entity other than Recipient’s employees, agents, advisors and representatives with a need to know the Confidential Information in order to carry out the purpose of this Agreement and who agree to be bound by Recipient’s obligations under this Agreement with regard to nondisclosure and use of such Confidential Information. Recipient agrees that it (and that its employees, affiliates or agents) shall not reverse-engineer, decompile or disassemble any part of, or remove any proprietary marking from, Discloser’s Confidential Information.

11.3. Care. Recipient shall use at least the same degree of care to safeguard and to prevent disclosure to third parties of Confidential Information as it employs to safeguard its own information of a similar nature, but in no event less than reasonable care. Recipient shall promptly (i) notify Discloser in writing of the details and circumstances of any unauthorized disclosure, misuse or misappropriation of any of Discloser’s Confidential Information (an “Unauthorized Use”) which may come to Recipient’s attention; (ii) use best efforts to rectify or cure such Unauthorized Use and retrieve any such disclosed Confidential Information; and (iii) use best efforts to provide assistance to and cooperate with Discloser to rectify or cure such Unauthorized Use and to prevent further misuse or disclosure of such Confidential Information.

- 11.4. *Mandatory Disclosure.*** If Recipient becomes legally compelled to disclose any of Discloser's Confidential Information, Recipient shall (i) promptly notify Discloser of such requirement before any disclosure is made so that Discloser may seek a protective order or other appropriate remedy limiting disclosure or use of such information; and (ii) provide reasonable assistance to Discloser to seek such remedy at Discloser's expense. If such protective order or other remedy is not obtained, Recipient may furnish only that portion of such Confidential Information that, in the written opinion of its legal counsel, it is legally required to disclose, and Recipient agrees to make commercially reasonable efforts to obtain assurance that confidential treatment will be accorded to the Confidential Information.
- 11.5. *Ownership; No Rights Granted.*** Discloser will retain the title and full ownership rights to its Confidential Information. No license, express or implied, in the Confidential Information is granted to Recipient other than to use the information in the manner and to the extent authorized herein.
- 11.6. *Return of Confidential Information.*** Upon the written request of Discloser, all of Discloser's Confidential Information in tangible form shall be, at Discloser's sole discretion, either promptly returned to Discloser or promptly destroyed by Recipient, and in either case not retained by Recipient or its affiliates in any form. Notwithstanding anything to the contrary contained herein, Recipient's legal department may retain an archival copy of all or any portion of Discloser's Confidential Information to the extent required by applicable law or regulation or for the purpose of defendant or prosecuting claims relating to this Agreement. The rights and obligations of the Parties regarding the non-disclosure and use of Confidential Information exchanged under this Agreement will survive any return, retention or destruction of any Confidential Information.
- 11.7. *Remedies.*** The Parties acknowledge and agree that money damages would not be a sufficient remedy for any breach of this Section 10, and that any such breach may cause immediate and irreparable harm. Accordingly, each Party agrees that, in the event of any breach or threatened breach of this Section 10 by Recipient, Discloser shall be entitled, in addition to all remedies otherwise available at law or in equity, to seek injunctive relief.

12. Term and Termination.

- 12.1. *Term.*** This Agreement shall be effective as of the Effective Date and shall remain in effect for an initial period of one (1) year. Thereafter, this Agreement may be renewed for subsequent one (1) year terms via a written agreement signed by a duly authorized representative of each Party (collectively, with the initial period, the "Term") no earlier than sixty (60) days of the Term end date. In determining whether to agree to renew the Term of this Agreement, Company acknowledges that Samsung may consider, among other factors, the following expectations listed below that it has of its service providers, generally:
- 12.1.1. Whether Company has participated in a meeting with Samsung, at a mutually agreed upon date and time at Companies location, within not less than sixty (60) days of the Term end date to review the Company's performance during the expiring Term.
- 12.1.2. Whether Company has maintained required WISE certifications at both the location and technician level.
- 12.1.3. Whether Company has been current in providing data to Samsung in accordance with the terms and conditions in this Agreement.
- 12.1.4. Whether Company's account is current with no Service Parts orders on credit hold.

- 12.2. Termination for Convenience.** Either Party may terminate this Agreement for convenience upon ninety (90) days written notice to the other; provided, however, that such termination shall not affect purchase orders placed by Company and accepted prior to the effective date of termination.
- 12.3. Termination for Insolvency.** Either Party may immediately terminate this Agreement by written notice to the other Party if (i) a Party shall become insolvent or make a general assignment for the benefit of creditors; (ii) a Party files a petition for bankruptcy or has filed against it a petition for bankruptcy which is not dismissed within twenty (20) days; or (iii) a Party proposes any dissolution or becomes involved in legal, financial or reorganization proceedings that, in the opinion of the Party, interfere with the diligent performance and satisfactory completion of a Party's obligations hereunder. To the extent permitted under applicable law, upon termination, Samsung, at its discretion, will withhold all shipping of parts to Company. Samsung may then begin an offset of Companies A/R balance, which will cease once all due and payable amounts are received and processed by Samsung.
- 12.4. Termination for Breach.** Either Party (the "Non-Defaulting Party") may terminate this Agreement upon written notice to the other (the "Defaulting Party") in the event that the Defaulting Party is in material breach or default hereunder and fails to remedy such breach within thirty (30) days of the receipt of such notice.
- 12.5. Inventory Repurchases.** Upon any termination of this Agreement pursuant to this Section 11, Samsung may, upon agreement by both Parties repurchase all or some of the new, unused Service Parts purchased by Company under this Agreement at the original price paid by Company to Samsung in respect of such Service Parts upon thirty (30) days prior written notice. Company shall ship such Service Parts to Samsung within thirty (30) of repurchase, at Company's cost and expense, to an address specified by Samsung. In the event a single repair location is closed or removed from the program, the service parts will be transferred and redistributed to other authorized locations at the sole cost and responsibility of the Company. The risk of loss in respect of such repurchased Service Parts shall pass to Samsung at such time as the Service Parts arrive are inspected and accepted by Samsung at such address. Samsung may offset any amounts owed to Samsung by Company against the amount due for repurchase of these Service Parts.
- 12.6. Effects of Termination.** Upon termination of this Agreement: (i) each Party as the Recipient shall return or destroy, at Discloser's written option, all Confidential Information; and (ii) Company cease all use and access to all Samsung systems. All amounts due and payable as of the date of termination shall become immediately due and will be paid within ten (10) days of the effective date of termination, other than the repurchase of inventory as provided above.
- 12.7. Survival.** Any provision of this Agreement that contemplates performance or observance subsequent to any termination or expiration of this Agreement, including, without limitation, Sections 4, 5, 7, 8, 9, 10, 11, 12, 13, 15.4, 15.6 and 15.7, shall survive any termination or expiration of this Agreement and continue in full force and effect.
- 12.8. No Liability.** Neither Party shall be liable to the other for any damages or liabilities whatsoever, including, without limitation, damages for lost profits or loss of business, arising out of the termination of this Agreement for any reason or for no reason whatsoever. Notwithstanding the foregoing, termination of this Agreement shall not release either party from its obligation to pay any sums owed to the other Party or its liability for damages incurred prior to the effective date of termination.
- 12.9. Restrictions on Appointment.** The rights, powers, and authority granted by Samsung to Company pursuant to the term of this Agreement are non-exclusive and restricted to the Services, set forth in Schedule A, including, but not limited to, the Products, Program Location(s), Company, equipment requirements and Term. Any change in any of the foregoing must be made in writing and signed by

duly authorized representative of each Party. Any attempt to modify any of the terms without mutual agreement in writing will be void and of no effect.

13. Limitation of Liability. EXCEPT FOR BREACH OF A PARTY'S CONFIDENTIALITY OBLIGATIONS OR THE INDEMNIFICATION OBLIGATIONS PURSUANT TO SECTION 9 HEREOF, IN NO EVENT SHALL EITHER PARTY (OR ITS SUPPLIERS OR AFFILIATES) BE LIABLE TO THE OTHER OR ANY THIRD PARTY FOR ANY PUNITIVE, SPECIAL, INDIRECT, CONSEQUENTIAL, INCIDENTAL, EXEMPLARY, LOST PROFIT, LOST INCOME, OR OTHER SIMILAR DAMAGES ARISING OUT OF, OR IN CONNECTION WITH, THIS AGREEMENT, EVEN IF IT HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. EXCEPT FOR A PARTY'S BREACH OF CONFIDENTIALITY OR A PARTY'S INDEMNIFICATION OBLIGATIONS HEREIN, IN NO EVENT SHALL A PARTY'S TOTAL AGGREGATE LIABILITY FOR DIRECT DAMAGES UNDER OR IN CONNECTION WITH THIS AGREEMENT, REGARDLESS OF THE FORM OF THE ACTION OR THE THEORY OF RECOVERY, EXCEED THE AMOUNT RECEIVED BY SAMSUNG FROM COMPANY HEREUNDER, IN THE AGGREGATE, FOR THE SIX MONTHS PRECEDING THE EVENT GIVING RISE TO THE ACTION OR CLAIM.

14. Legal Expenses. The prevailing Party in any legal action brought by one Party against the other and arising out of this Agreement shall be entitled, in addition to any other rights and remedies it may have, to reimbursement for its expenses incurred in connection therewith, including court costs and reasonable attorneys' fees.

15. Force Majeure. Neither Party shall be held responsible for any delay or failure in performance of any part of this Agreement to the extent such delay or failure is attributable to a force majeure event, including without limitation: fires, floods, riots, work stoppages, weather, acts of God, war, terrorism, epidemics or delays arising from compliance with any law or government regulation or other similar causes beyond its control and without the fault or negligence of the delayed or nonperforming Party or its subcontractors. If any such force majeure occurs, the Party delayed or unable to perform shall promptly give notice to the other Party, stating the nature of the force majeure and any action being taken to avoid or minimize its effect; provided, however, that the Party not invoking a force majeure shall have the right to terminate this Agreement if the force majeure event continues for more than sixty (60) days.

16. Miscellaneous.

16.1. Notices. All notices, demands and other communications shall be in writing and shall be deemed to have been given if delivered personally, or three (3) days after mailing by certified mail (return receipt requested) or overnight carrier to the respective addresses listed above or to such other address as either Party may designate by providing notice in accordance with this Section 15.1. For purposes of this Agreement, send to: Samsung Electronics America, Inc., Attn: Legal Dept., 6625 Excellence Way, Plano, TX 75023.

16.2. Assignment; No Third Party Beneficiaries. Samsung may assign this Agreement without the prior consent of Company. Company may assign this Agreement without the prior consent of Samsung only if such assignment is in conjunction with the sale of all or substantially all of Company's assets. Any permitted assignee or successor of a Party's rights and obligations under this Agreement shall be bound by all terms and conditions of this Agreement. Any attempted assignment in violation of the foregoing shall be void and of no effect. This Agreement shall not be deemed to confer any rights or remedies upon any person or entity not a Party hereto.

16.3. Independent Contractor. The relationship between the Parties under this Agreement is that of independent contractors, and nothing contained in this Agreement shall be construed to create a relationship of employer and employee or principal and agent between Company and Samsung nor shall

it be deemed a partnership, joint venture or fiduciary relationship for any purpose. Company's personnel shall serve under the exclusive direction and control of Company and shall not be deemed to be employees or agents of Samsung. Company shall be solely responsible for payments of all such personnel's compensation, including wages, benefits, taxes, workers' compensation, disability, and other insurance and the withholding or deduction of such items to the extent required by applicable law.

16.4. *Governing Law; Jurisdiction; Waiver of Immunity.* THIS AGREEMENT WILL BE GOVERNED BY, AND CONSTRUED AND ENFORCED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NEW YORK, EXCLUDING THE PRINCIPLES OF CONFLICT OF LAWS THEREOF THAT WOULD CAUSE THE LAWS OF ANOTHER JURISDICTION TO APPLY. THE PARTIES HEREBY IRREVOCABLY SUBMIT TO THE JURISDICTION OF THE FEDERAL AND STATE COURTS IN NEW YORK COUNTY, NEW YORK, AND AGREE THAT ANY ACTION, SUIT OR PROCEEDING CONCERNING, RELATED TO OR ARISING OUT OF THIS AGREEMENT SHALL BE HEARD AND DETERMINED IN THE FEDERAL AND STATE COURTS IN NEW YORK COUNTY, NEW YORK, AND FURTHER IRREVOCABLY WAIVE ANY OBJECTION WHICH THEY MAY NOW OR HEREAFTER HAVE TO THE LAYING OF VENUE OF ANY SUCH DISPUTE BROUGHT IN SUCH COURT OR ANY DEFENSE OF INCONVENIENT FORUM FOR THE MAINTENANCE OF SUCH DISPUTE. BOTH PARTIES AGREE TO WAIVE TRIAL BY JURY FOR ALL CLAIMS ARISING HEREUNDER. The Parties acknowledge and agree that the transactions contemplated under this Agreement are commercial in nature, and the Parties expressly and irrevocably waive (i) any claim or right which the Parties may have to immunity (whether sovereign immunity or otherwise) for the Parties or with respect to any of the Parties' assets in connection with any legal action, award or other proceedings to enforce this Agreement, including, without limitation, immunity from service of process, immunity of any of the Parties' assets from pre- or post-judgment attachment or execution and immunity from the jurisdiction of any court or tribunal; and (ii) service of process pursuant to the Hague Convention.

16.5. *Convention on Sale of Goods.* The Parties acknowledge and agree that the Uniform Computer Information Transactions Act and the United Nations Convention on Contracts for the International Sale of Goods do not and will not apply to this Agreement or the transactions contemplated herein.

16.6. *Interpretation.* This Agreement has been negotiated by the Parties and their respective counsel, and shall be interpreted in accordance with its terms and without any strict construction in favor of or against either Party. The section headings in this Agreement are included for convenience only and shall not limit or otherwise affect the interpretation of any of the terms or provisions herein.

16.7. *Entire Agreement; Amendment; Cumulative Remedies; Severability; Counterparts.* This Agreement, including all schedules hereto and each of the Samsung policies incorporated by reference herein, constitutes the entire agreement of the Parties with respect to the subject matter hereof and supersedes all prior verbal or written agreements. No waiver or modification of this Agreement will be binding upon either Party unless made in writing and signed by duly authorized representatives of both Parties, and no failure or delay in enforcing any right will be deemed a waiver of such right. All remedies set forth in this Agreement shall be cumulative and in addition to and not in lieu of any other remedies available to either Party at law, in equity or otherwise, and may be enforced concurrently or from time to time. If any term or provision of this Agreement shall be found to be illegal or unenforceable, such illegal or unenforceable provision will be deemed modified to the limited extent required to permit its enforcement in a manner most closely approximating the intention of the Parties expressed herein. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original and all of which together shall constitute but one instrument. The Parties agree that signatures transmitted and received via facsimile or other electronic means shall be treated as original signatures and shall be deemed valid, binding and enforceable by and against the Parties.

16.8. *Material Adverse Changes.* Company shall (i) promptly notify Samsung of any change in its business, financial or operational condition which may reasonably be considered to have a Materially Adverse Effect (as hereinafter defined) on Company's ability to perform its obligations under this Agreement; and (ii) provide Samsung, to the extent permitted under applicable law and/or any applicable nondisclosure/confidentiality agreement, with at least thirty (30) days prior written notice of any sale, assignment, transfer or other disposition, in whole or in part, by Company or its holding company Service Optimization Solutions, Inc. ("Holding Company") to any unaffiliated and unrelated 3rd party that would materially affect the ownership in the shares or assets of Company or Holding Company ("Transaction"). A Transaction shall not include the partial sale, assignment or transfer of Holding Company as part of any long-term incentive plan, employee stock purchase plan or other similar employee stock plan, where Holding Company would be transferring, assigning, or selling partial ownership of Holding Company's shares to Company's employees. "Materially Adverse Effect" means a materially adverse effect upon Company's business, assets, liabilities, financial condition, results of operations or business prospects.

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed by their duly authorized representatives as of the date first below written.

SAMSUNG ELECTRONICS AMERICA, INC.

By: _____

Name: _____

Title: _____

Date: _____

SCHEDULE A

Services, Program Locations, Qualification and External Partnerships

1) SERVICES:

- a) **Services:** Through this Agreement the Company may procure Samsung Genuine Parts and access certain proprietary systems. Company provides Non-Warranted and Out-of-Warranty Services for Company Customers on Products, said Services are provided by Company under its sole auspices without express or implied authorization from Samsung. Company provided unauthorized services may include:
 - i) ***Level-1 (Diagnostics/Software Re-Flash).***
Level-1 includes device troubleshooting, diagnostics, application management, user configuration, software re-flash/reload, software updates and customer education. Level-1 does not include any device being disassembled. The only permitted disassembly of the device is removal of the battery cover only if the device is not of unibody construction. Level -1 does not include FRP unlock.
 - ii) ***Level 2 (Internal Part Swap).***
Level-2 allows replacement of components that do not require soldering. Level-2 does not include replacement of the main PBA or any Service event requiring soldering.

2) PROGRAM LOCATION QUALIFICATION:

- a) ***Program Location.*** Each Company Program Location, within the United States, are to be individually qualified to participate within the Program after meeting all WISE pre-qualification requirements. Samsung has the right to refuse or limit number of Program Locations as needed.
- b) ***Pre-Launch Readiness:***
 - i) WISE location certification
 - ii) WISE technician certification
 - iii) G-SPN Account and Technician ID creation for each technician
 - iv) Confirmation and successful test of:
 - (1) Fenrir check.
 - (2) Galaxy Diagnostics OQC.
 - (3) Repair data upload.
- c) ***Launch Readiness Evaluation.*** Program locations will successfully complete a Launch Readiness Evaluation. This evaluation may be conducted via a self-evaluation by the Program Location or by an on-site evaluation by WISE auditors or by Samsung representative(s).
 - i) Successful Launch Readiness Evaluation shall be provided to Samsung prior to a Program Location entering the Program

- 3) ***External Partnerships.*** Company shall notify Samsung of any external partnerships involving insurance underwriters, Customers or other third parties and/or Samsung's sales partners, such as mobile carriers or retailers, for any activities related to the Service of Samsung manufactured Products, other than same unit repair requested by individual end-users.

SCHEDULE B

Equipment and Consumable Requirements

Samsung will provide Company with an equipment list, containing Proprietary and Non-Proprietary Equipment and Consumables, recommended for undertaking Services defined in Schedule A. This includes testing and validation tools such as Galaxy Must, Galaxy Diagnostics, FTC, WRC and Fenrir.

All proprietary equipment and tools must be acquired through Samsung or from a Samsung designated 3rd party distributor listed in Schedule J. Any non-proprietary tools and equipment can either be acquired through Samsung or directly through another supplier.

Consumables are items that are listed under Non-Proprietary or Proprietary Equipment/Tools that will require re-ordering due to being consumed as part of the repair process.

The Equipment recommendations may be modified by Samsung, from time to time, upon notification to the Company in writing, including but not limited to email.

SCHEDULE C

G-SPN Credentials & Security

I. G-SPN User Agreement (For All Employees at Company)

- A.** Samsung hereby grants to Company and its employees, during the Agreement Term, access to Samsung's Global Service Provider Network ("GSPN") website (the "Site") for the purposes (a) for which the Site is intended and (b) which are directly related to the business relationship with Samsung that is the subject of this Agreement (collectively, "Legitimate Business Purposes"). The following terms apply to Company's use of the Site during the Agreement Term
- B.** Company acknowledges and agrees that Samsung may have access to Site Access Data (as hereinafter defined). Site Access Data is Company's Confidential Information (which may include user account information relating to Company and/or Company affiliates, or Company personnel), and Samsung may only use Site Access Data during the Agreement Term, for the limited purpose of providing any necessary user assistance to Company with respect to use of the GSPN.
- C.** The Parties place importance on protecting the privacy of customers and other end users ("End Users"). Accordingly, each Party shall, during the Agreement Term and thereafter for so long as either Party has such data in its possession or control, safeguard and protect all individually identifiable data acquired from or about End Users in connection with the activities carried out under this Agreement, including, without limitation, names, addresses, telephone number(s), and e-mail address(es) (collectively "End User Data"), against unauthorized disclosure, access or use. Each Party acknowledges and agrees that all End User Data the other Party or its personnel collect or have in their possession or control is Confidential Information of such Party and is subject to the terms and conditions of this Agreement and the NDA. Without in any way limiting any other provision of this Agreement, each Party's obligation to safeguard End User Data shall not be limited in time. Notwithstanding the foregoing, the Parties agree and acknowledge that each Party may collect, access, and use in connection with and in accordance with the terms of this Agreement and the NDA, End User Data that it or its personnel acquire or have access to, in the regular course of its business, from or about End Users in connection with the activities carried out under this Agreement, even if it is identical to End User Data of the other Party.
- D.** Company will not attempt to access any Site information (including Confidential Information) that is not related to a Legitimate Business Purpose.
- E.** Company acknowledges and agrees that (i) any and all IDs, passwords, user names, and other Site access data approved by Samsung for use by Company (collectively, "Site Access Data") are personal to Company and (ii) Company will not disclose to any third party, nor permit any third party to use, any such Site Access Data.
- F.** No failure or delay by either Party in exercising any of its rights, powers or privileges hereunder shall operate as a waiver thereof, nor shall any single or partial exercise thereof preclude any other or further exercise thereof or the exercise of any other right, power or privilege of such Party hereunder.
- G.** If any provision of this Agreement is found to be unenforceable, the remainder shall be enforced as fully as possible and the unenforceable provision shall be deemed modified to the extent required to permit its enforcement in a manner most closely representing the intention expressed herein. This Agreement, together with the NDA, sets forth the entire agreement between the Parties with respect to Company's use of the Site, and may not be amended except in a writing signed by authorized representatives of both Parties. Any simultaneous or subsequent preprinted forms or click-through terms that the Parties may

use in connection with the Legitimate Business Purposes are for convenience only and have no binding effect nor any bearing on the terms of this Agreement or the NDA.

- H.** The NDA, together with the applicable provisions of this Agreement that may be reasonably interpreted as being intended to survive the termination or expiration of this Agreement, will survive the termination or expiration of this Agreement.

II. Level-1, Level-2, Level S, Level S+ Credentials Setup & Access

Company must provide the following to receive proper certificates for each location:

- a. Location Data
- b. Individual Person On-Site Contact Information
- c. PC MAC ID
- d. Static IP Address

SCHEDULE D

In-Store Service Marketing & Signage

Company shall only display Samsung related signage, materials, device pictures, and logo(s) with written consent from Samsung.

Company may be required to have signage or any other marketing materials provided by Samsung in the following areas:

1. Front Door (Decal)
2. Front Window (Poster or Cling)

The Parties will agree on the size and placement of the signage.

All creative, signage and media displayed or broadcast relating to Services must receive prior consent from Samsung (Director-level) to ensure proper utilization and display of Samsung creative assets and logos, which consent shall not be unreasonably withheld.

SCHEDULE E

Reporting/Data Requirements

Company to provide the following information to Samsung, per the outlined frequency schedule. Samsung also may, at its discretion, run any of the following reports, for any information in which Samsung has access to.

FREQUENCY	REPORT/DATA	DELIVERY DATE
Daily	<ul style="list-style-type: none">• Upload of every individual Service event, to include at a minimum:<ul style="list-style-type: none">○ IMEI○ Model○ SKU○ Date/Time stamp○ Program Location○ Customer complaint○ Problem found○ Repair action○ Parts used (P/N and quantity)• Data requirements are further outlined within the upload file which outlines each field required as follows:<ul style="list-style-type: none">○ Partner○ ASC claim number○ Service type (fixed default)○ Consumer type (fixed default)○ Consumer name (fixed default)○ Consumer address 1 (fixed default)○ Consumer address 2 (fixed default)○ Consumer address 3 (fixed default)○ Region (fixed default)○ Country (fixed default)○ Consumer telephone (fixed default)○ Zip code (fixed default)○ Model○ Serial number○ IMEI○ Defect type○ Defect code○ Repair code○ Defect description○ Repair description○ Repair receive date○ Repair receive time○ Complete date○ Complete time○ Repair status○ Warranty status○ Part code - #1○ Used qty. - #1	(Entered into G-SPN at the time of each repair)

	<ul style="list-style-type: none"> ○ Repeat part information for up to 14 parts 	
Monthly	<ul style="list-style-type: none"> ● Summary of transactional data for all Service events conducted on Samsung branded products. (All Entitlements) - Data must include, product information, type of repair, entitlement, parts used, total turnaround time. 	(1 st work day of each month)
Quarterly	<ul style="list-style-type: none"> ● Quarterly Business Update: Total Repairs Completed, Total Parts Purchased (By Category), Total Parts On-Hand, Total Parts Consumed, Customer Satisfaction %, NPS %, Wins and Opportunities 	(1st Friday of each quarter)

SCHEDULE F

Work Authorization Form ("WAF")

A WAF shall be completed and signed by each customer requesting Service prior to said Service commencing. The WAF shall at a minimum contain the following:

1. Customer information:
 - 1.1. Name.
 - 1.2. Address.
 - 1.3. Email.
 - 1.4. Mobile phone number.
 - 1.5. Alternate phone number.
2. Device information:
 - 2.1. Check-in date and time.
 - 2.2. IMEI number
 - 2.3. Model number/SKU
3. Device condition:
 - 3.1. Reported device symptoms
 - 3.2. Proposed solution
 - 3.3. Description of scratches, dents and/or cracks in front or back glass
 - 3.4. PIN/Password and Screen Lock Pattern (with note that these will only be used for device repair)
 - 3.5. Accessories (customer to check all accessories which are being kept with the device during repair)
 - 3.5.1.S-Pen
 - 3.5.2.Charging adaptor
 - 3.5.3.USB cable
 - 3.5.4.Micro SD card
 - 3.5.5.SIM card
 - 3.5.6.Case
 - 3.5.7.Other (list)
 - 3.5.8.No accessories
 - 3.6. Estimated total cost pending full device inspection (tax not included)
4. Representations, permissions, disclosures (must use wording that is substantially equivalent to the language below)
 - 4.1. Customer authorization
 - 4.1.1. I hereby authorize '*Company*' to undertake the repair as stated above. (initial)
 - 4.1.2. I understand that '*Company*' is not a Samsung Authorized Service Center and Samsung has not authorized these repairs. (initial)
 - 4.1.3.I understand that '*Company*' participates in the Samsung Independent Service Provider Program and uses Genuine Parts purchased directly from Samsung. (initial)
 - 4.1.4. I understand that '*Company*' will clearly indicate on this form any instance where a part other than a Samsung Genuine Part, purchased directly from Samsung from a Samsung designated 3rd party distributor has been used and amend their prior declaration as required (initial)
 - 4.1.5.I authorize '*Company*' to perform the work described in this Work Authorization & Estimate. (initial)
 - 4.1.6. I understand and agree that '*Company*' is not responsible (and I assume the risk) for any data loss, data corruption or breach of data on my device during service, and it is recommended that you first back-up your data. (initial)

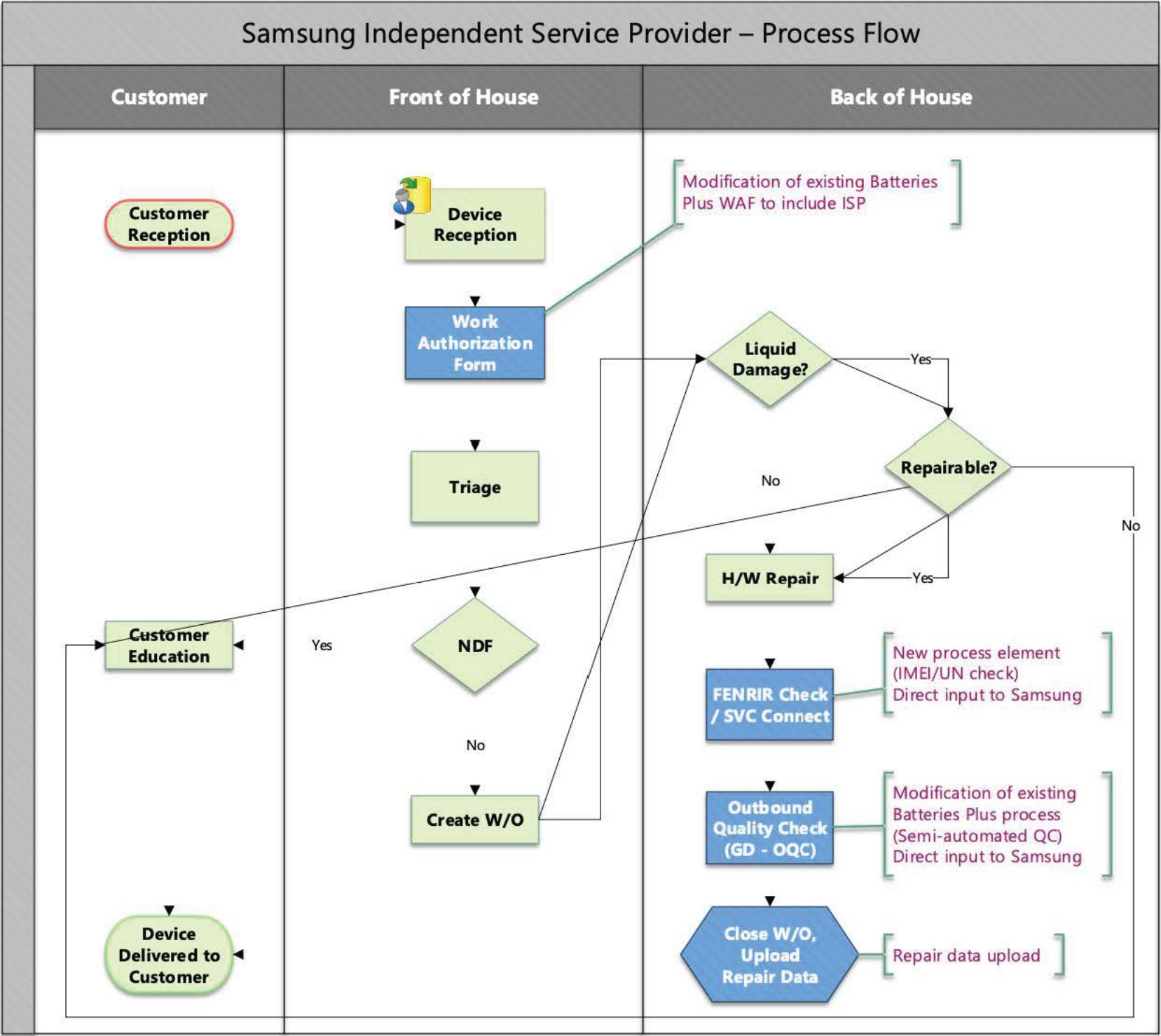
- 4.1.7. I understand that services will be rendered for the Estimated Cost (plus applicable Tax) shown above. I understand that additional charges may apply if 'Company' determines after further inspection that additional services are necessary. 'Company' will contact me at the contact information I have provided above if additional service is required before performing additional service not listed on this estimate. (initial)
- 4.1.8. I understand that 'Company' may, upon further inspection, determine that my device cannot be repaired due to physical or liquid damage or other reasons. (initial)
- 4.1.9. I understand that repair of my device may require reset to factory settings. This may lock the phone to a carrier network if the device was unlocked after purchase. 'Company' may not be able to unlock the device. (initial)
- 4.1.10. I understand and agree that my device may be considered abandoned property and disposed of after thirty days if I fail to retrieve it within thirty (30) days after repair is completed and after at least two attempts to reach me using the contact information above. (initial)
- 4.1.11. I understand that I waive any right I may have under applicable law to have defective or replaced parts returned to me upon completion of repairs, except to the extent prohibited by law. (initial)
- 4.1.12. I understand and agree that 'Company' may collect data logs from my device during the repair process. (initial)
- 4.1.13. I understand and agree that 'Company' will not perform a full system update on my device. (initial)
- 4.1.14. I understand that 'Company' will perform post repair quality tests to ensure all agreed damage determined on devices submitted for repair has been resolved before being returned to me. I also understand that some of my existing applications and programs may not be compatible with the updated systems; 'Company' apologizes for any inconvenience this may cause. (initial)

5. Signature and date (pre-repair)

6. I verify that I have received my device back and that the repair has been completed to my satisfaction.
Signature and date (post repair).

SCHEDULE G

Simplified ISP Process Flow



SCHEDULE I

Insurance Requirements

As per Section 10 of the Agreement, Service Provider shall maintain in full force and effect at all times during the Term and for four (4) years thereafter, at its own expense, insurance of the kinds and at the limits specified in this Schedule I, and that complies with the requirements as set forth herein. NOTE: Any modification of these terms must be in a writing signed by all Parties.

1. **Commercial General Liability Coverage**

Commercial general liability coverage including bodily injury, property damage, premises and operations, products-completed and contractual liability with annual limits of liability of not less than \$1,000,000 combined single limit per occurrence and \$5,000,000 in the aggregate per year.

2. **Workers Compensation Coverage**

Workers' compensation coverage providing statutory benefits in accordance with the laws and regulations of the State of Texas or other jurisdiction as applicable. The minimum limits for the employers' liability will be \$500,000 bodily injury each accident, \$500,000 each employee bodily injury by disease, and \$500,000 policy limit bodily injury by disease. Service Center shall not utilize occupational accident or health insurance policies, or the equivalent, in lieu of workers' compensation insurance or otherwise attempt to opt out of the statutory workers' compensation system.

3. **All Risk Liability Property Insurance**

All risk type property insurance covering Products at the Service Center's warehouse facility.

Waiver of Subrogation. With respect to insurance coverage to be provided by Service Provider pursuant to this Schedule O, the applicable insurance policies shall provide that the insurance companies waive all rights of subrogation against Samsung and each of its respective subsidiaries, affiliates, officers, directors and employees.

SCHEDULE J

Samsung Designated 3rd Party Parts & Tools Distributor

1. IFixit.com