

Maintenance Terms and Conditions

1. Terms: The terms and conditions described in this document are incorporated by reference into a written maintenance proposal or agreement ("Transaction Document") (together with these YESCO Maintenance Terms and Conditions, the "Agreement"), and pertain to the repair, service, and/or maintenance of goods described in the Transaction Document (the "Work", "goods", and/or "services") as requested by you, the Customer, as further described in the Transaction Document for the duration described therein. "YESCO" refers to the entity performing the Work, as identified in the Transaction Document, or in the absence thereof, YESCO LLC, a Utah limited liability company, doing business in California as YESCO Signs LLC.

2. Maintenance: So long as all of your payments are current, and you are not in default as to any other obligations in this Agreement or any other agreement with YESCO or its affiliates (e.g., a lease agreement), YESCO agrees to perform Work described in the Transaction Document. When the goods require repair, you agree to so notify YESCO in writing (addressed to the Account Executive at his/her address as set forth in the Transaction Document), and YESCO agrees, if practicable (e.g., repair parts are immediately available and weather and other site conditions are safe), to commence such repair within three working days. If the repair is not commenced within the three working days (or such longer period of time as may be expedient to procure the necessary parts, secure safe site conditions, or is otherwise agreed upon by the parties), you will not be entitled to any credit or other payment or any other claim for damages. If the repair is not commenced with three working days (or such longer period as referenced above) following YESCO's receipt of written notice, you will receive credit for a pro-rata share of the payment attributable to the inoperative goods or components thereof for each additional hour until the repair is commenced. You agree you will have no other claim for damages and waive and release YESCO from the same. In the event that parts or materials become unavailable or unusually difficult or expensive to obtain, or in the event the goods are or become unusually difficult or unsafe to access, YESCO may cancel this Agreement, or with your approval, ratably reduce your payment obligation and exclude from this Agreement the affected goods. In the event that maintenance is performed on the goods by a third party without the authorization of YESCO, YESCO may, at its option, suspend its maintenance obligations hereunder without any reduction to your payment obligations.

3. Exclusions: You agree that YESCO is not responsible for (i) the repair or replacement of structural defects of any kind; (ii) radio or television interference; (iii) the replacement of light emitting diodes (LEDs), neon tubing or other lighting because of color change, dimming, or reduction of brilliance; (iv) lane closure permits necessary for the performance of the Work; (v) work and materials that would be necessary to conform the goods to the National Electrical Code, Qualified Electrical Testing Laboratory specifications, and/or building or local requirements; (vi) electrical power and/or electrical equipment providing power to the goods, including, but not limited to wiring, conduit, distribution boxes, fuses and over-current protection devices; or (vii) any increase in the frequency or scope of the Work resulting from a modification to the goods, change in the use of the goods, or lack of safe or available access to the goods without the use of specialty high-reach equipment or rappelling. You represent that the goods are fully functional and properly grounded at the commencement of this Agreement; in the event the goods are not functional or properly grounded, you agree to pay for any necessary repairs on a time and material basis. YESCO's maintenance obligation is limited to ordinary maintenance, and is inapplicable to damage or destruction due to accident, abuse, misuse, vandalism, riot, terrorism, theft, fire, misapplication of electricity, extreme winds or rain, hail, wildlife or rodent damage, or other casualty, unless and to the extent the same is caused solely by the active negligence of YESCO. YESCO is not an Exterior Insulation and Finish System ("EIFS") contractor, and if the Work includes or requires the penetration of EIFS, YESCO will seal such penetrations with products and procedures that are common in the sign industry—but which may not meet EIFS warranty requirements. YESCO shall thereafter have no responsibility for damage resulting from the penetrations. YESCO SPECIFICALLY DISCLAIMS ANY AND ALL IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR PURPOSE, AND NON-INFRINGEMENT.

4. Payment: You agree to make the payments as set forth in the Transaction Document. You agree to pay monthly payments, if applicable, on the first business day of each month in advance. If you choose to make payment(s) by credit card, you agree to pay a 2% surcharge on the total amount of such payment(s). YESCO's pricing does not include sales and use taxes, tariffs, customs fees, duties, or other charges levied by customs or taxing authorities, including any material cost increases due to the escalation of any of these costs ("Assessments"). Assessments may be noted in the Transaction Document; however, they are only estimates. You agree to pay the actual cost for these Assessments as invoiced by YESCO. You agree to bear the risk of Assessment increases in excess of the amounts included in the Transaction Document, including increases due to changes in sales tax rates, tariff increases, or similar occurrences.

5. Default: If you default in the payment of any amount when due, or fail to perform any other obligation in this Agreement, or if at any time bankruptcy, receivership, or other insolvency proceedings are commenced by or against you or any guarantor, you will, without notice, become obligated to immediately pay YESCO an amount equal to the sum of 1) all previously billed but unpaid amounts, and 2) 60% of all unbilled remaining amounts under this Agreement and all other payments owed to YESCO pursuant to any other agreement between you and YESCO or any of YESCO's affiliates. In addition, YESCO has the right to stop the Work, including, without limitation, suspend Work until YESCO is paid in full. You agree that these remedies for default are fair and reasonable compensation for the damage to YESCO resulting from your breach, and are not a penalty. YESCO's acceptance of late payment(s) or forbearance of any other event of default shall not operate as a waiver of YESCO's rights as to any subsequent late payment(s) or any other event of default.

6. Indemnification: You agree to indemnify, defend, and hold harmless YESCO and its officers, directors, employees, agents, and subcontractors ("Indemnitees") from any

and all claims, costs, expenses (including reasonable attorney's fees), damages, and liabilities ("Losses"), at law or in equity arising out of or related to this Agreement, except in the case and to the extent of YESCO's active negligence or breach of this Agreement. You further agree to indemnify, defend, and hold harmless the Indemnitees from any Losses arising from claims of premises liability or similar claims for failure to maintain a safe premises, except in the case and to the extent of the active negligence of YESCO in the repair or maintenance of goods for which YESCO has received written notice (addressed to the Account Executive at his/her address as set forth in the Transaction Document) of an outage and time to repair the same in accordance with the terms and conditions this Agreement. The provisions of this paragraph shall survive the completion of the Work and/or the expiration or termination of this Agreement.

7. Disputes: The parties agree to use good faith efforts to resolve any claims or disputes that may arise. If unsuccessful for any reason, at YESCO's sole option and upon YESCO's written notice to you, such claims or disputes may be submitted to formal mediation, with each party to pay one-half of the costs. In the event of litigation, venue of any action shall be in Salt Lake County, State of Utah. TO THE FULLEST EXTENT PERMITTED BY LAW, THE PARTIES IRREVOCABLY WAIVE THE RIGHT TO A TRIAL BY JURY IN ANY ACTION ARISING FROM OR RELATING TO THIS AGREEMENT. This Agreement shall be governed and construed in accordance with Utah law, without regard to its conflict of laws provisions. YESCO shall not be liable for special, indirect, incidental or consequential damages, including lost profits, irrespective of cause or theory. If YESCO places this Agreement with a collection agency or an attorney for collection or enforcement, you must pay all costs and expenses resulting therefrom, including reasonable attorneys' fees.

8. Possession, Transfers, and Assignment: Until your obligations herein are fully satisfied, you must keep any goods in your sole possession and control, and will not allow the goods to be modified, relocated, removed, or otherwise tampered with in any way without YESCO's prior written consent. If you determine to sell or otherwise transfer ownership (or other rights) to your business assets, the Work, or the real property on which any goods are located, you agree to deliver to YESCO written notice of such intention at least 30 days prior to closing. At the time of closing and with proceeds therefrom, you agree to pay to YESCO all amounts then outstanding and all unbilled remaining amounts owed to YESCO, unless YESCO has previously agreed in writing to your assignment of this Agreement. All the terms and conditions hereof shall be binding upon and inure to the benefit of the successors, assigns, and legal representatives of the respective parties, including, if applicable, successors to your interest in the Work, the real property upon which any goods are located, and any successor owners of interests in any of your business assets. You may transfer your interests, rights, and obligations in this Agreement only upon the prior written consent of YESCO. YESCO may assign its interests, rights, and obligations in this Agreement as may be expedient to perform the Work.

9. Your Special Duties: You agree to warrant and obtain/maintain all necessary access rights (including computer and/or network access, if necessary) for YESCO to safely perform the Work on the premises for which the Work is ordered, free and clear of lien, encumbrance, or claim of trespass. The Work excludes primary-side electrical and communication wiring, service, circuit breakers, and fuses. At your own expense, you agree to furnish and maintain electrical service, power lines, electrical controls, and data service as necessary or desirable for the performance of the goods. You agree to advise YESCO in writing of all cellular antennas, microwave, and other equipment or hazards that may be dangerous to workers. YESCO's performance is subject to you properly securing or otherwise rendering safe all such dangers whenever YESCO's employees will be in the area. Notwithstanding any undertaking by YESCO to visit your premises for the purpose of identifying repair or maintenance needs in connection with the Work, YESCO undertakes no duty to ensure that the premises are in a safe condition, which you agree is your sole duty and obligation.

You agree to bear all permitting and other compliance costs and risks pertaining to federal, state, or local laws, regulations, and ordinances or authoritative interpretations that relate to the placement, configuration, and use of the goods. You acknowledge that outdoor advertising laws generally prohibit advertisements that are not the principal business, products, services, or activities where the advertisement is located.

10. Miscellaneous Provisions:

A. No statement made by YESCO's account executive(s) will be binding on YESCO unless incorporated in this Agreement in writing. Although the Agreement may be signed by YESCO's account executive(s), the Agreement shall not be binding upon YESCO for any purpose until an executive officer or another authorized agent of YESCO accepts this Agreement by providing a written signature evidencing such acceptance on the applicable Transaction Document.

B. Time is of the essence. All past due amounts shall bear an annual interest rate of the lesser of 18% percent or the maximum rate allowed by law.

C. Performance by YESCO shall be subject to delay due to strike, labor dispute, breakage, fire, unforeseen commercial delays, labor shortages, infectious disease, epidemic, pandemic, insurrection, war, acts of terror, acts of God, governmental regulation, or other causes beyond YESCO's reasonable control.

D. YESCO's listing of contractor's licenses available on the Internet at <http://www.yesco.com/licenses.html> is incorporated by reference herein.

E. If any part of this Agreement is found invalid or unenforceable, that part will be amended to achieve as nearly as possible the intent and economic effect of the original provision to the fullest extent permitted by law, and the remaining provisions shall continue in full force and effect.

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