

THE STATE OF TEXAS §

COUNTY OF WILLIAMSON §

---

---

**ADDENDUM No. 1  
TO CAROUSEL CLOUD MASTER SERVICES AGREEMENT  
WITH  
WILLIAMSON COUNTY, TEXAS  
(Contract #: 230105)**

---

---

The underlying Carousel Cloud Master Services Agreement and its Amendments (Collectively the “Agreement”) regarding account number: 230105 (the “Amendment”), between Tightrope Media Systems Inc., a Minnesota Corporation (“Tightrope”) and Williamson County, Texas, a political subdivision of the State of Texas, acting herein by and through its governing body (“Customer”) is amended as specifically set forth herein to incorporate the terms and conditions of this Addendum No. 1. As amended, the Agreement shall remain in full force and effect according to its terms and conditions. All terms used in this Addendum No. 1 shall have the meanings attributed to them in the Agreement. This Addendum No. 1 supersedes any and all prior understandings and agreements, oral or written, relating to the subject matter. In the event there is a conflict between the terms and conditions of the Agreement and the terms and conditions of this Addendum No. 1, the following terms and conditions of this Addendum No. 1 shall control:

- 1. Termination for Convenience.** Customer may terminate this Agreement for convenience and without cause or further liability upon thirty (30) days written notice to Tightrope. In the event of such termination, no penalty will be assessed for Subscriber’s termination of this Agreement for convenience.
- 2. No Indemnification by Subscriber.** Tightrope acknowledges and agrees that under the Constitution and the laws of the State of Texas, Customer cannot enter into an agreement whereby Customer agrees to indemnify or hold harmless any other party, including but not limited to Tightrope; therefore, all references of any in this Agreement to Customer indemnifying, holding or saving harmless any other party, including but not limited to Tightrope, for any reason whatsoever are hereby deemed void and deleted.
- 3. Venue and Governing Law.** Each party to this Agreement hereby agrees and acknowledges that venue and jurisdiction of any suit, right, or cause of action arising out of or in connection with this Agreement shall lie exclusively in Williamson County, Texas, and the parties hereto expressly consent and submit to such jurisdiction. Furthermore, except to the extent that this Agreement is governed by the laws of the United States, this Agreement shall be governed by and construed in accordance with the laws of the State of Texas, excluding, however, its choice of law rules.

- 4. No Waiver of Immunities.** Nothing in this Agreement shall be deemed to waive, modify or amend any legal defense available at law or in equity to Customer, its past or present officers, employees, or agents, nor to create any legal rights or claim on behalf of any third party. Customer does not waive, modify, or alter to any extent whatsoever the availability of the defense of governmental immunity under the laws of the State of Texas and of the United States.
- 5. The Customer's Right to Audit.** Tightrope agrees that Customer or its duly authorized representatives shall, until the expiration of three (3) years after final payment under this Agreement, have access to and the right to examine and photocopy any and all books, documents, papers and records of Tightrope which are directly pertinent to the services to be performed under this Agreement for the purposes of making audits, examinations, excerpts, and transcriptions. Tightrope agrees that Customer shall have access during normal working hours to all necessary Tightrope facilities and shall be provided adequate and appropriate workspace in order to conduct audits in compliance with the provisions of this section. Customer shall give Tightrope reasonable advance notice of intended audits.
- 6. Non-Appropriation and Fiscal Funding.** The obligations of Customer under this Agreement do not constitute a general obligation or indebtedness of Customer for which Customer is obligated to levy, pledge, or collect any form of taxation. It is understood and agreed that the Customer shall have the right to terminate this Agreement at the end of any Customer's fiscal year if the governing body of Customer does not appropriate sufficient funds as determined by Customer's budget for the fiscal year in question. Customer may effect such termination by giving written notice of termination to Tightrope at the end of its then-current fiscal year to be effective as of the last day of Customer's fiscal year. For purposes of this Agreement, the Customer's fiscal year shall be October 1st to September 30th.
- 7. Payment, Interest and Late Payments.** Customer's payment for goods and services shall be governed by Chapter 2251 of the Texas Government Code. An invoice shall be deemed overdue the 31st day after the later of (1) the date Customer receives the goods under the contract; (2) the date the performance of the service under the contract is completed; or (3) the date the Williamson County Auditor receives an invoice for the goods or services. Interest charges for any overdue payments shall be paid by Customer in accordance with Texas Government Code Section 2251.025. More specifically, the rate of interest that shall accrue on a late payment is the rate in effect on September 1 of Customer's fiscal year in which the payment becomes due. The said rate in effect on September 1 shall be equal to the sum of one percent (1%); and (2) the prime rate published in the Wall Street Journal on the first day of July of the preceding fiscal year that does not fall on a Saturday or Sunday.

In the event that an error appears in an invoice submitted by Tightrope, Customer shall notify Tightrope of the error not later than the twenty first (21<sup>st</sup>) day after the date Customer receives the invoice. If the error is resolved in favor of Tightrope, Tightrope shall be entitled to receive interest on the unpaid balance of the invoice submitted by Tightrope beginning on the date that the payment for the invoice became overdue. If the error is resolved in favor of Customer, Tightrope shall submit a corrected invoice that must be paid in accordance within the time set

forth above. The unpaid balance accrues interest as provided by Chapter 2251 of the Texas Government Code if the corrected invoice is not paid by the appropriate date.

- 8. General Insurance Requirements.** This provision shall apply in the event insurance is required under the Agreement. **“Williamson County, Texas” and its directors, officers and employees shall be added as additional insureds** under the general liability and auto liability coverages of required policies, and on those policies where Customer, its directors, officers and employees are additional insureds, such insurance shall be primary, and any insurance maintained by Customer shall be excess and not contribute with it. Such policies shall also include waivers of subrogation in favor of Customer. The required insurance must be written by a company approved to do business in the State or Texas with a financial standing of at least an A- rating, as reflected in Best's insurance ratings or by a similar rating system recognized within the insurance industry at the time the policy is issued. Tightrope shall furnish Customer with a certification of coverage issued by the insurer. Tightrope shall not cause any insurance to be canceled nor permit any insurance to lapse. **In addition to any other notification requirements set forth hereunder, Tightrope shall also notify Customer, within twenty-four (24) hours of receipt of any notices of expiration, cancellation, non- renewal, or material change in coverage it receives from its insurer.**
- 9. Relationships of the Parties.** Each party to this Agreement, in the performance of this Agreement, shall act in an individual capacity and not as agents, employees, partners, joint ventures or associates of one another. The employees or agents of one party shall not be deemed or construed to be the employees or agents of the other party for any purposes whatsoever.
- 10. Sales and Use Tax Exemption.** Customer is a body corporate and politic under the laws of the State of Texas and claims exemption from sales and use taxes under Texas Tax Code Ann. § 151.309, as amended, and the services and materials subject hereof are being secured for use by Subscriber. Exemption certificates will be provided to contractors and suppliers upon request.
- 11. Texas Public Information Act.** To the extent, if any, that any provision in this Agreement is in conflict with Tex. Gov't Code 552.001 et seq., as amended (the “Public Information Act”), the same shall be of no force or effect. Furthermore, it is expressly understood and agreed that Customer, its officers and employees may request advice, decisions and opinions of the Attorney General of the State of Texas in regard to the application of the Public Information Act to any items or data furnished to Customer as to whether or not the same are available to the public. It is further understood that Customer's officers and employees shall have the right to rely on the advice, decisions and opinions of the Attorney General, and that Customer, its officers and employees shall have no liability or obligation to any party hereto for the disclosure to the public, or to any person or persons, of any items or data furnished to Customer by a party hereto, in reliance of any advice, decision or opinion of the Attorney General of the State of Texas.

**12. Execution in Counterparts.** This Agreement may be executed in counterparts, each of which, when executed and delivered, shall be deemed to be an original and all of which together shall constitute one and the same document.

**13. Successors and Assigns.** This Agreement shall be binding upon and inure to the benefit of parties hereto and their respective successors and assigns.

**Tightrope Media Systems Inc.**

**Williamson County, Texas**

By:  \_\_\_\_\_  
Signed by: 35f7f2d2597645a...

By: \_\_\_\_\_

Printed Name: John Reilly

Printed Name: Hon. Steven Snell

Title: Chief Operating Officer

Title: As Presiding Officer, Williamson Commissioners Court

Date: June 11, 2025

Date: \_\_\_\_\_, 20\_\_\_\_

**Approved as to Legal Form**  
HAL HAWES  
General Counsel, Commissioners Court  
Date: Jun 12 2025 Time: 10:54 am

**Reviewed by Contract Audit**  
SARA GREER, CGAP  
Contract Auditor  
Williamson County Auditor's Office  
Date: Jun 12 2025 Time: 10:04 am



Pricing Proposal  
 Quotation #: 26149067  
 Created On: 5/2/2025  
 Valid Until: 5/30/2025

**TX-County of Williamson Information Technology Services**

**IAM**

**Richard Semple**  
 301 S.E. Inner Loop  
 Suite 107  
 Georgetown, TX 78626  
 United States  
 Phone: (512) 943-1489  
 Fax: (512) 943-3737  
 Email: rsemple@wilco.org

**Gregory Gonedes**  
 SHI Government Solutions  
 3828 Pecana Trail  
 Austin, TX 78749  
 Send PO's to: Texas@shi.com  
 8008706079  
 5127320232  
 Phone: 800-870-6079  
 Fax: 512-732-0232  
 Email: gregory\_gonedes@shi.com

All Prices are in US Dollar (USD)

Product	Qty	Retail	Your Price	Total
1 CAROUSEL, SUBSCRIPTION FOR A CAROUSEL CLOUD CORE PLAN. INCLU Carousel Digital Signage - Part#: CLD-CORE-SUB Contract Name: TIPS - Technology Solutions, Products and Services Contract #: 230105 Coverage Term: 5/16/2025 – 5/15/2026 Note: Software, ESD	1	\$3,000.00	\$2,841.38	\$2,841.38
			Total	\$2,841.38

**Additional Comments**

Thank you for choosing SHI-GS! The pricing offered on this quote proposal is valid through the expiration date set above. To ensure the best level of service, please provide End User Name, Phone Number, Email Address and applicable Contract Number when submitting a Purchase Order. SHI Government Solutions, Inc. is 100% Minority Owned, Woman Owned Business. TAX ID# 22-3695478; DUNS# 14-724-3096

The products offered under this proposal are resold in accordance with the terms and conditions of the Contract referenced under that applicable line item.

# Carousel Cloud MSA

January 24, 2024

SHI PO# 189 ~~2021~~ 176  
orig 2723  
ID 2856

## CAROUSEL CLOUD MASTER SERVICES AGREEMENT

This Carousel Cloud Master Services Agreement (the "Agreement") governs Customer's (defined below) acquisition and use of the Services. This Agreement is made between Customer and Tightrope Media Systems, Inc., a Minnesota corporation, 400 South 4th Street Suite 410, PMB 92452, Minneapolis, Minnesota 55415 ("Tightrope"). Tightrope and Customer may be referred to herein collectively as the "Parties" or individually as a "Party."

By accepting this Agreement by: (1) accessing or using the Services, (2) executing a Service Order that references this Agreement, or (3) checking a box or otherwise indicating your acceptance of this Agreement, Customer agrees to be legally bound by all terms and conditions of this Agreement. "Customer" means the company or other legal entity entering into this Agreement. The person accepting this Agreement on behalf of Customer represents and warrants that they have the authority to enter into this Agreement on behalf of Customer and to bind Customer hereto.

Capitalized terms that are defined in this Agreement, such as "Services," have the specific definitions given to them whenever they are used in this Agreement.

WHEREAS, Tightrope develops, maintains, operates, and provides the Carousel Cloud™ online digital signage platform to its customers; and

WHEREAS, Customer desires to access and use the Carousel Cloud platform for its business purposes.

THEREFORE, in consideration of the mutual covenants, terms, and conditions set forth herein, and for other good and valuable consideration, the Parties agree as follows:

## 1. Definitions.

- 1.1 "API" means the application programming interfaces developed, made available and enabled by Tightrope that permit Customer to access certain functionality provided by the Services.
- 1.2 "Customer Content" means any text, graphics, data, software, code, photographs, audio, video, data feeds, and other content and digital media stored or managed by the Customer with the Services.
- 1.3 "Deliverables" means the documents, graphics, designs, software code, or related materials created or made by Tightrope for delivery to Customer under a Service Order as part of providing the Services or Professional Services.
- 1.4 "Documentation" means any written or electronic documentation, images, video, text or sounds specifying the functionalities or limitations of the Services or describing subscription terms for the Services.
- 1.5 "Player" means any Carousel Cloud software component that enables the display of Customer Content and is installed on an individual hardware device.
- 1.6 "Professional Services" means design, training, implementation, and consulting services that are ordered by Customer under a Service Order and provided by Tightrope personnel.
- 1.7 "Software" means the software provided by Tightrope (whether by download or access through the internet), including a Player, and all error corrections, updates, and new releases made or provided for such Software.

References to the "Software" in this Agreement include all user manuals and other documentation for the Software provided by Tightrope to Customer in any form.

**1.8** "Service Order" means a service order, statement of work or online order specifying the Services to be provided hereunder that is entered into between Customer and Tightrope, including any addenda or supplements thereto.

**1.9** "Services" means the products and services that are ordered by Customer through an online purchasing portal or under a Service Order referencing this Agreement, whether on a trial, free, or paid basis, and made available online by Tightrope, including individually and collectively, the Carousel Cloud digital signage platform software-as-a-service, applicable Software (whether downloadable or accessed via the internet), and APIs. "Services" do not include the "Professional Services" or "Third-Party Services".

**1.10** "Third-Party Services" means third party products, applications, services, software, networks, systems, directories, websites, databases and information which a Service links to, or which Customer may connect to or enable in conjunction with a Service, including Third-Party Services which may be integrated directly into a Service by Customer or at Customer's direction.

**1.11** "User" means any person, including any an employee, student, member, visitor, vendor, consultant, or contractor of Customer, who Customer authorizes to access and use the Software for Customer's business purposes pursuant to this Agreement.

## 2. Service Order.

Tightrope will provide the Services to Customer according to the schedule, pricing, and the other terms stated in one or more Service Orders. Any changes or additions to a Service Order must be in writing and approved by an authorized representative of Tightrope and Customer. Tightrope and Customer may enter any number of Service Orders for the term of this Agreement, provided any such Service Orders are signed by an authorized representative of each Party.

## 3. Additional Agreements.

This Agreement and the Service Order are made subject to the terms of the following additional agreements and policies:

**3.1** if Customer accesses or uses the API, the API License Agreement available at: [Carousel Cloud API License Agreement];

**3.2** a Data Processing Addendum available at: [Data Processing Addendum]; and

**3.3** the Privacy Policy available at: [Privacy Policy] (collectively, the "Additional Agreements").

All of the Additional Agreements are accessible and can be reviewed via Tightrope's Carousel website. The Additional Agreements are incorporated into and made a part of this Agreement by reference and may be updated and amended as provided by their terms. By signing this Agreement, the Customer agrees to be legally bound by all of the terms and conditions of the Additional Agreements. If there is a conflict among the terms and conditions of this Agreement, a Service Order, or the Additional Agreements, the descending order of precedence shall be: (1) a Service Order, (2) this Agreement, and (3) the Additional Agreements.

## 4. Use of Services.

**4.1 Subscriptions.** Unless otherwise provided in the applicable Service Order, Services are purchased as subscriptions. Tightrope provides the Services to Customers and their authorized Users for the term stated in the applicable Service Order. A subscription may be expanded with additional add-on Services, such as an increase to the Capacity Limit, during a subscription term at the price rate agreed to in the applicable Service Order, prorated for the portion of the subscription term remaining at the time the subscription is expanded. Any subscription add-ons will terminate on the same date as the underlying subscription. If Customer seeks to expand their subscription during a subscription term, such expansions shall be made pursuant to this Agreement and issuance of a new Service Order

or an amendment to the then current Service Order for the Services and not pursuant to a new Agreement. If Customer has purchased subscriptions through a Distributor (as defined below) and seeks to expand their subscription during a subscription term, such expansions shall be made pursuant to an amendment to the agreement with such Distributor. Subscriptions are subject to renewal and cancellation as provided by Section 7.

**4.2 Access and Use.** Subject to the terms and conditions of this Agreement, Tightrope hereby grants Customer a non-exclusive and non-transferable right to access and use the Services for the term stated in the applicable Service Order. If access to or use of any portion of the Services requires or allows Customer to download, use, or install Software, Tightrope grants Customer a limited, revocable, non-exclusive, non-transferable, non-assignable, non-sublicensable, and royalty-free license to use the Software in object code format on a compatible device for Customer's internal use only, solely to access and use the Services during the term stated in the applicable Service Order, including any renewal term. If Customer subscribes to Services for which the Service Order provides for a specific number of authorized devices, content feeds, media storage, or other unit type (the "Capacity Limit"), Customer may not use the Services in a way that exceeds such Capacity Limit unless permitted as described in Section 4.3 below. Customer may not sublicense any of its rights under this Agreement.

**4.3 Subscription True-Up.** If permitted on the Service Order, Customer may exceed the Capacity Limit beyond the maximum number of units permitted on the Service Order. Such additional units are referred to as "True-Up Units".

**a. Renewal.** True-Up Units in use at the time Tightrope or its Distributor sends Customer a notice of renewal of a Service Order (each, a "Renewal Service Order") will be automatically added to such Renewal Service Order. Upon execution, Tightrope or its Distributor will invoice Customer according to the terms of the Renewal Service Order and, upon payment, the applicable True-Up Units shall be deemed authorized under this Agreement and made part of any future renewals.

**b. Mid-Term Expansion.** If, in Tightrope's sole discretion, Customer's True-Up Units exceed a reasonable overage of the Capacity Limit, Tightrope or its Distributor may add such True-Up Units to the applicable Service Order by sending Customer an amended Service Order that includes such True-Up Units (a "Mid-Term Expansion Service Order"). Tightrope will provide Customer with at least 30 days written notice of such Mid-Term Expansion Service Order. Upon execution, Tightrope or its Distributor will invoice Customer according to the terms of the Mid-Term Expansion Service Order and, upon payment, the applicable True-Up Units shall be deemed authorized under this Agreement and made part of any future renewals.

**c. Usage Reduction.** If requested, Customer will be granted a reasonable opportunity to reduce the number of True-Up Units in use before execution of a Renewal Service Order or a Mid-Term Expansion Service Order.

**d. Remedy.** If, in Tightrope's determination, Customer is unable or unwilling to either reduce the True-Up Units in use on their account or agree to authorize the True-Up Units according to the terms of a Renewal or Mid-Term Expansion Service Order, Tightrope reserves the right to terminate this Agreement with 10 days' notice to Customer.

**4.4 User Accounts.** All Users must have an individual user account to access and use the Services. Each User must have a username, password, and such other login or account credentials as Tightrope may reasonably require to maintain and operate the Software and shall enter into Tightrope's terms of service then applicable to Users before accessing and using the Services.

**4.5 Software Terms.** Tightrope may provide Customer and Users with Software for installation on individual electronic devices. Such Software may be subject to license agreements presented and accepted during installation of the Software.

**4.6 Customer's Responsibility for Users.** Customer shall, and shall cause Customer's Users to, abide by and ensure compliance with, all the terms and conditions of this Agreement and is responsible for assuring such compliance. Customer is responsible and liable for all uses of the Software or Services made by Customer's Users or any third party that Customer allows, enables, or otherwise provides access to the Services or Software, directly or indirectly, whether such access or use is permitted by or in violation of this Agreement.

**4.7 Third-Party Software.** To the extent that the Software includes any software or technology licensed to Tightrope by a third party, Tightrope hereby grants Customer sublicenses to use such software or technology that are co-extensive with the licenses under Section 4.2 applicable to the underlying Software. Any open source or free software code ("Open Source Software") incorporated into or provided with the Software is provided subject to the express terms of the license under which Tightrope received the Open Source Software. Customer shall be bound by the same Open Source Software license terms even though Customer is not executing a separate open source license agreement.

**4.8 Restrictions on Use.** Customer and all Users expressly agree that they shall not: (a) access or use the Services in any way other than through the standard interface or API for the applicable Service; (b) attempt to rent,

license, sublicense, sell, resell, transfer, assign, distribute or otherwise commercially exploit or make the Services available to any third party; (c) use another software program or other technology to interoperate with, extract data or content, or scrape or frame any data or content from the Services except through the API, provided such use is consistent with the terms of the API License Agreement, or other features of the Service intended to be used with other software programs or technology; (d) attempt to copy or create derivative works based on the Services, either alone or through any third party; (e) attempt to produce a source listing, decompile, disassemble, or otherwise reverse engineer the Services; (f) interfere with or disrupt the performance of the Services; (g) attempt to gain unauthorized access to any data stored in the Services; (h) remove or obscure any notices or markings, including without limitation, copyright, trademark, or confidentiality notices, or ownership notices on the Services, including any screens displayed by the such product. Customer may only use the Software and Player applications with media player devices that Tightrope approves for use and currently supports. The software enables Users to preview HTML content from a standard browser. This functionality is intended solely for previewing content and not for ongoing content display. Ongoing content management and display require a valid subscription for the Services.

**4.9 YouTube Functionality.** The Software enables Users to play or display videos on a digital sign. The Software enables this functionality via an API provided by YouTube. Customers and Users who use the YouTube functionality agree to be bound by the current YouTube Terms of Service (<https://www.youtube.com/t/terms>). Users who use the YouTube functionality, should read the YouTube Terms of Service carefully and make sure they understand them. If a User does not understand the Terms of Service, or does not accept any part of them, then the User is not authorized to use the YouTube functionality.

**4.10 Third-Party Services.** If Customer decides to enable, access, or use Third-Party Services, Customer's access and use of such Third-Party Services shall be governed solely by the terms and conditions of such Third-Party Services. Tightrope does not endorse, is not responsible or liable for, and makes no representations as to any aspect of such Third-Party Services, including, without limitation, their content or the manner in which they handle, protect, manage or process data, or any interaction between Customer and the provider of such Third-Party Services. Tightrope cannot guarantee the continued availability of such Third-Party Service features, and may cease enabling access to them without entitling Customer to any refund, credit or other compensation, if, for example and without limitation, the provider of a Third-Party Service ceases to make the Third-Party Service available for interoperation with the corresponding Service in a manner acceptable to Tightrope. Customer irrevocably waives any claim against Tightrope with respect to such Third-Party Services. Tightrope is not liable for any damage or loss caused or alleged to be caused by or in connection with Customer's enablement, access, or use of any such Third-Party Services, or Customer's reliance on the privacy practices, data security processes, or other policies of such Third-Party Services. Customer may be required to register for or log into such Third-Party Services on their respective websites. By enabling any Third-Party Services, Customer is expressly permitting Tightrope to disclose Customer's login and Service Data to the provider of the Third-Party Service as necessary to facilitate the use or enablement of such Third-Party Services.

**4.11 Professional Services.** If Customer engages Tightrope to provide Professional Services, the following terms and conditions apply to such services:

**a. Scope and Retention.** Tightrope shall provide Customer the Professional Services as described in a particular Service Order or the Documentation subject to Customer's payment of fees and other terms reflected therein. Tightrope shall have no obligation to perform Professional Services except pursuant to a valid Service Order agreed to by the Parties or as described in the Documentation. Changes or additions to a Service Order must be accepted by an authorized representative of Tightrope and Customer. Tightrope reserves the right to update the Documentation at any time to update the offered Professional Services, including the type, frequency, and scope of such services.

**b. Performance of Services.** Tightrope and Customer agree to cooperate in good faith to achieve satisfactory completion of the Professional Services in a timely and professional manner. Tightrope will perform the Professional Services through its employees or non-employee contractors. Deliverables shall be deemed accepted by Customer upon receipt unless otherwise agreed in the applicable Service Order.

**c. Warranties.** Tightrope represents, warrants, and covenants to Customer that it will perform the Professional Services in a professional and diligent manner; provided that Customer's sole remedy for any breaches of this warranty will be, at Tightrope's election, the re-performance of the Professional Services or termination of the applicable Service Order (to the extent of the non-conforming Professional Services) and, if the fees for the Professional Services are stated as a separate line item, return of the portion of such separately stated fees paid to Tightrope for the non-conforming Professional Services in an amount not to exceed the total amount paid or payable for Professional Services under the applicable Service Order. THIS PARAGRAPH STATES THE CUSTOMER'S SOLE AND EXCLUSIVE REMEDY FOR ANY BREACHES OF THE PROFESSIONAL SERVICES WARRANTY, AND TIGHTROPE'S ENTIRE LIABILITY FOR SUCH BREACHES. EXCEPT AS SET FORTH EXPRESSLY IN THESE

SERVICES TERMS, TIGHTROPE IS PROVIDING THE PROFESSIONAL SERVICES AND ANY DELIVERABLES "AS IS" AND WITHOUT ANY EXPRESS WARRANTIES AS TO QUALITY, SPECIFICATIONS, CONDITION, OR ATTRIBUTES. TIGHTROPE DISCLAIMS ALL IMPLIED WARRANTIES OR CONDITIONS CONCERNING THE PERFORMANCE, OPERATION, OR QUALITY OF ANY DELIVERABLES, INCLUDING ALL WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, OR NON-INFRINGEMENT. No agent or employee of Tightrope is authorized to make any warranty obligations on behalf of Tightrope or modify the limitations stated in this section.

**d. Rights to Deliverables; Ownership.** The Parties hereby agree that the specified Professional Services to be completed pursuant to any Service Order primarily involve the configuration of Customer's subscription to a Service and customization of designs and templates integrated into one or more Services, and therefore the Deliverables are inoperative without an active subscription to a Service. As between the Parties, Tightrope shall solely and exclusively own all right, title, and interest in the Deliverables, including all derivatives, enhancements, and modifications thereof; and Customer hereby makes all assignments necessary to accomplish the foregoing ownership. Subject to the terms and conditions hereof, Tightrope grants Customer a non-exclusive, non-transferable, non-sublicensable license to use the Deliverables solely in connection with Customer's permitted use of the Services. To the extent the Deliverables include Customer's name, trademarks, or service marks ("Customer Marks"), Customer hereby grants Tightrope a royalty-free, worldwide, non-exclusive right and license to use, copy, and process Customer Marks in a manner consistent with any express usage standards provided by Customer to Tightrope to the extent necessary to create and deliver the Deliverables to Customer.

## 5. Fees and Payment Terms.

**5.1 Software Trials.** Tightrope may offer the Services for an initial trial or proof of concept period (a "Software Trial"). This Agreement governs all Software Trials except as expressly modified by this section. Customer may cancel a Software Trial at any time during the trial period without liability to Tightrope. TIGHTROPE WILL HAVE NO MONETARY LIABILITY TO CUSTOMER FOR ANY CLAIMS ARISING UNDER OR RELATING TO A SOFTWARE TRIAL, WHETHER BASED ON CONTRACT, TORT, OR OTHER LEGAL BASIS.

**5.2 Fees.** Customer will pay all fees specified in a Service Order. Unless otherwise expressly set forth in a Service Order, (a) Customer will be charged fees for the Services stated in a Service Order at the start of Customer's subscription term for such Services and (b) on the schedule outlined in the applicable Service Order. Fees vary based on the subscription term, the base fees, the number of Capacity Limit, and other options.

**5.3 Payment.** Subscription fees for the Services are payable in advance. All invoices to Customers are payable upon receipt. Unless provided otherwise in a Service Order, (i) subscription fees billed on a monthly basis must be paid by credit card, (ii) subscription fees billed on a quarterly or annual basis may be paid by credit card, ACH payment, check, or other payment form acceptable to Tightrope, and (iii) subscription fees billed on a multi-year basis must be paid by ACH payment, check or other payment form acceptable to Tightrope. All payments shall be made in U.S. Dollars. By providing payment information, Customer authorizes Tightrope and its representatives to process the payment for the amount and at the frequency stated.

**5.4 Changes; Taxes.** Tightrope may change its fees for a particular Service at any time, effective upon Customer's next renewal of a subscription to such Service by posting the revised fees to the Tightrope website. Any sales, use, value-added, excise, or other taxes which Tightrope is required to collect from Customer pursuant to applicable law will be in addition to all fees charged for the Services or Professional Services.

**5.5 Excess Use.** Tightrope's subscription fees are based on the reasonable and ordinary costs of hosting, maintaining, and operating the Services and Professional Services for reasonable and ordinary business use, including storage and bandwidth costs. Excessive use will be determined by Tightrope in its reasonable business discretion based on its average usage metrics. In the event of excessive use, Tightrope reserves the right to implement limits on storage and bandwidth and use of Professional Services after first providing Customer notice of its determination and a reasonable opportunity to resolve such excess use.

**5.6 Failure to Pay.** If a Customer fails to make any payment when due, then:

**a.** Tightrope may charge Customer interest on the past due amount at the rate of 1.5% per month or the highest rate permitted under applicable law, whichever is lower;

**b.** Customer shall reimburse Tightrope for all reasonable costs incurred in collecting any late payments or interest, including attorneys' fees, court costs, and collection agency fees; and

c. Tightrope may suspend or terminate Customer's access to and use of the Services upon 10 or more days' notice to Customer.

## 6. Availability; Support and Maintenance.

**6.1 Availability.** Tightrope will use reasonable commercial efforts to make the Services available for access and use with minimal downtime 24 hours a day and 7 days a week. The Services will be considered "unavailable" if any of the core or principal functionality are not available to a User for their normal intended use.

**6.2 Support.** Tightrope shall provide support for the Services under the support plan provided in the Service Order. All support plans include assistance with general functionality issues, error reporting, and fixes. Tightrope categorizes support requests into three tiers based seriousness of the problem or issue. Current Tightrope support tier definitions are provided online at <https://www.carouselsignage.com/cloud/support-packages>.

**6.3 Access to Support Documentation.** Customer shall have access to the Tightrope Knowledge Base, product manuals, and technical guides for no additional charge for the Customer's subscription term. The Tightrope Knowledge Base shall be provided via the online Carousel Support Center at <https://www.carouselsignage.com/support/support-center>, or such successor website as Tightrope may determine in its business discretion.

**6.4 Maintenance.** Tightrope will maintain and upgrade the functionality of the Services as Tightrope determines in its sole business discretion. Tightrope may add or remove functionality or features, and may suspend or stop some functionality. If functionality is to be discontinued, Tightrope will give Customers reasonable advance notice.

**6.5 Hosting and Operating Costs.** Tightrope will bear all cost of hosting, maintaining, and operating the Services, including Internet bandwidth, server computers, and network equipment. In addition to all subscription and other fees payable pursuant to a Service Order, Customer will be responsible for all equipment, network, and other costs necessary for Customer to access and use the Services via the Internet.

## 7. Term and Termination.

**7.1 Subscription Term.** Customer's subscription starts on the date and continues for the period stated in the applicable Service Order. Unless otherwise provided in a Service Order, (i) annual subscriptions billed on a monthly basis shall automatically renew for an additional one-year term, and can be cancelled by Customer in writing, effective as of its next monthly billing date, and (ii) all other subscriptions automatically renew for an additional one-year term unless Customer notifies Tightrope of its election to terminate the subscription at least 90 days prior to its expiration.

**7.2 Termination.** In addition to any other express termination rights set forth in this Agreement:

a. either Party may terminate this Agreement, effective on written notice to the other Party, if the other Party materially breaches this Agreement, and such breach remains uncured for 30 days after the non-breaching Party provides the breaching Party with notice of such breach; or

b. either Party may terminate this Agreement, effective immediately upon written notice to the other Party, if the other Party: (i) becomes insolvent or is generally unable to pay, or fails to pay, its debts as they become due; (ii) files or has filed against it, a petition for voluntary or involuntary bankruptcy or otherwise becomes subject, voluntarily or involuntarily, to any proceeding under any domestic or foreign bankruptcy or insolvency law; (iii) makes or seeks to make a general assignment for the benefit of its creditors; or (iv) applies for or has appointed a receiver, trustee, custodian, or similar agent appointed by order of any court of competent jurisdiction to take charge of or sell any material portion of its property or business.

c. Tightrope has an unrestricted right to immediately suspend Customer's access to the Software without prior notice if Tightrope has reasonable grounds for believing Customer has violated the restrictions on use stated in Section 4.7 of this Agreement. Tightrope will notify Customer promptly after taking any such action.

**7.3 Effect of Expiration or Termination.** Upon expiration or earlier termination of this Agreement, Customer's right to access and use the Services will terminate. No expiration or termination will affect Customer's obligation to pay any fees that were due and unpaid as of the expiration or termination date, or shall entitle Customer to any refund of fees paid in advance.

**7.4 Survival.** This Section 7.4 and Sections 1, 3, 4.4, 4.6 – 4.8, 4.10, 5, 7.3, 8, 9.6, 10, 11, 13.3 – 13.5, 14, 15, 16, 17, and 18 shall survive termination or expiration of this Agreement according to their terms.

## 8. Confidentiality.

**8.1 Definition.** In performing this Agreement, Tightrope and Customer may disclose certain confidential or proprietary technical, product, financial, and business information to each other ("Confidential Information"). Confidential Information is limited to information which is clearly marked "confidential" or "proprietary" in any readable form, or which a person exercising reasonable business judgment would have understood to be confidential or proprietary under the circumstances of the disclosure.

**8.2 Obligations.** Tightrope and Customer will each hold all Confidential Information of the other Party in strict confidence and will only use it to perform their respective obligations and exercise their rights under this Agreement. Confidential Information may only be disclosed to employees, agents, consultants, and professional advisors who have a good faith need to know such information for the purposes of this Agreement, provided the person receiving the information has a confidentiality obligation to the Party receiving the information which is at least as protective of the discloser's rights as this Agreement. The receiving Party shall protect and safeguard Confidential Information against unauthorized disclosure by procedures no less stringent than those it uses for protecting its own confidential or proprietary information of a similar nature, and in any event by use of no less than a reasonable degree of care.

**8.3 Limitations.** This Agreement imposes no obligation with respect to information which a receiving Party can establish by legally sufficient evidence: (a) is now or hereafter becomes generally known or available to the public through no act or omission by the receiving Party; (b) was known by the receiving Party prior to receipt from the disclosing Party and without restriction as to its use or disclosure; (c) is rightfully acquired by the receiving Party from a third party who has the right to disclose it and who provides it without restriction as to its use or disclosure; or (d) is independently developed by the receiving Party without access to or use of the discloser Party's Confidential Information.

**8.4 Ownership.** Each Party retains all intellectual property rights in and to its own Confidential Information.

**8.5 Survival.** The confidentiality provisions of this Agreement shall survive its termination for a period of three (3) years, except that Confidential Information qualifying as a trade secret under applicable law shall be protected under this Agreement for as long as it retains such status.

## 9. Customer Content; Software Use.

**9.1 Definition and Use.** The Services enable Customers to store and manage Customer Content for display on multiple video displays or monitors, including text, graphics, photographs, video, data feeds, and other digital media. Customer has sole responsibility for the accuracy, quality, integrity, legality, reliability, appropriateness, and intellectual property ownership or right to the use of Customer Content. As between Customer and Tightrope, Customer retains all ownership and intellectual property rights to the Customer Content. Customer grants Tightrope a royalty-free, worldwide, non-exclusive right and license to use, copy, and process the Customer Content as necessary to provide the Services and perform its other obligations under this Agreement.

**9.2 Technology Contractors.** Tightrope may contract with third-party development, application hosting, data storage, and technology infrastructure contractors to provide the Services ("Technology Contractors"). Tightrope will make reasonable commercial efforts to ensure that the Technology Contractors abide by any applicable terms and conditions of this Agreement. Tightrope is solely responsible for monitoring and supervising the work of the Technology Contractors.

**9.3 Acceptable Use Standards.** Customer shall use all Customer Content in Compliance with the following standards, and with all applicable federal, state, local, and international laws and regulations. Customer and Users represent, warrant, and agree as follows: (a) Customer owns or has secured all intellectual property rights necessary for Customer's use of the Customer Content with the Services as intended; (b) Customer's use of Customer Content with the Services, and the Customer Content itself, does not and will not infringe any patent, trademark, trade secret, copyright, other intellectual property rights, or other legal rights of any other person; (c) the Customer Content does not and will not contain any content or material that is unlawful, threatening, harassing, profane, obscene, indecent, abusive, tortuous, defamatory, libelous, deceptive, fraudulent, or that violates a person's privacy, or publicity rights;

(d) the Customer Content does not and will not promote sexually explicit or pornographic material, violence, or discrimination based on race, sex, religion, nationality, disability, sexual orientation, or age; (e) the Customer Content will not contain the personally identifiable information of any person unless the Customer and/or User has first obtained the written consent from the person for such use; (f) the Customer Content will not promote or assist in any illegal or unlawful acts; and (g) the Customer Content does not and will not contain a software virus or other harmful component.

**9.4 Personal Information Processing.** Customer represents, warrants, and agrees that, for the term of Customer's subscription to the Services unless the Parties expressly agree otherwise in writing by entering into a separate written agreement, its intended use of the Services will not be subject to the EU General Data Protection Regulation (EU 2016/679), the UK Data Protection Act of 2018, the , the Switzerland Federal Act on Data Protection, or other similar laws or regulations governing the privacy or protection of personal information.

**9.5 Data Security.** Tightrope shall maintain reasonable administrative, physical and technical safeguards to secure, protect, and maintain the integrity of the Customer Content, including measures designed to prevent the unauthorized access to or disclosure of Customer Content (other than by Customer or Users). Customer and Users are responsible for maintaining the confidentiality of all usernames and passwords required to access and use the Services. If the confidentiality of such information is compromised, Customer shall promptly notify Tightrope.

**9.6 Access After Termination.** Upon a request by Customer made within 30 days after the termination or expiration of the Customer's subscription, Tightrope will provide Customer with copies of all Customer Content stored or controlled by Tightrope. Tightrope shall have no obligation to maintain or provide any Customer Content more than 30 days after the termination or expiration of the subscription and Customer is advised that Tightrope typically deletes and destroys Customer Content in its possession after such time.

## 10. Statistical Data.

Tightrope may monitor Customer's use of the Services to compile anonymous, statistical, and performance information related to the Services ("Statistical Data"). Tightrope will have an unrestricted right to store, analyze, evaluate, and use the Statistical Data for its own internal business purposes, including improving the features, performance, and functionality of the Services. Tightrope warrants and agrees that the Statistical Data shall not include any information which identifies or can be attributed to a Customer, or any personally identifiable information of a User.

## 11. Intellectual Property Rights.

**11.1 Tightrope's Rights.** Tightrope, and its affiliates and licensors, retain all ownership and intellectual property rights to the Services. Customer shall only have the access and usage rights to the Services as expressly provided by this Agreement. Tightrope may use any technology, ideas, concepts, know-how, methods, and techniques related to the Services or Software that Tightrope learns in performing this Agreement.

**11.2 Feedback.** If Customer submits comments, ideas, or feedback to Tightrope regarding the Services or anything related to its functionality or use, Tightrope shall own and may use such information without restriction or the payment of any compensation to Customer. Tightrope does not waive any rights to use similar or related ideas or feedback previously known to Tightrope, developed by Tightrope, or obtained from sources other than Customer.

**11.3 Trademarks.** The terms Tightrope, Carousel Cloud, and Carousel Player are trademarks of Tightrope. Customer may not use these trademarks without the prior written permission of Tightrope. Apple TV®, Apple Store®, and all other product, service, and brand names, logos, designs, and slogans used on or appearing on the Software are the trademarks of their respective owners.

## 12. Publicity.

Tightrope and Customer shall obtain each other's consent before (a) issuing a formal press release announcing any business relationship, or (b) publicizing the business relationship on Tightrope's or Customer's corporate website or in any other manner.

## 13. Warranties and Disclaimers.

**13.1 Mutual Warranties.** Tightrope and Customer hereby represent and warrant that: (a) they are duly organized, validly existing, and in good standing under the laws of the respective jurisdictions in which they were formed; (b) each of them has full power and authority to execute, deliver, and perform this Agreement; (c) this Agreement has been duly authorized by each Party, and when executed and delivered, it shall be their valid and binding legal obligation according to its terms; and that (d) each Party's obligations under this Agreement shall be performed in compliance with any obligations to third parties and all applicable law, rules, or regulations of any governmental entity or agency.

**13.2 Services Warranty.** Tightrope represents, warrants, and covenants to Customer that (a) the Services will perform materially in accordance with the Documentation; (b) Tightrope will not materially decrease the overall functionality of the Services without prior notice to Customer; (c) Tightrope will provide the Services using personnel of required skill, experience, and qualifications and in a professional and workmanlike manner in accordance with generally recognized industry standards for similar software services and will devote adequate resources to meet its obligations under this Agreement.

**13.3 General Disclaimer.** SUBJECT TO SECTIONS 13.2, TIGHTROPE PROVIDES THE SERVICES "AS IS." TIGHTROPE DISCLAIMS ALL IMPLIED WARRANTIES OR CONDITIONS CONCERNING THE PERFORMANCE, OPERATION, SECURITY, RELIABILITY, ACCURACY, AVAILABILITY, AND QUALITY OF THE SERVICES, INCLUDING ALL WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT. WITHOUT LIMITING THE FOREGOING, TIGHTROPE MAKES NO WARRANTY THAT THE SOFTWARE WILL MEET CUSTOMER'S OR ANY OTHER PERSON'S REQUIREMENTS, OPERATE WITHOUT INTERRUPTION, ACHIEVE ANY INTENDED RESULT, BE COMPATIBLE OR WORK WITH ANY SOFTWARE, SYSTEM, OR OTHER SERVICES, OR BE SECURE, ACCURATE, COMPLETE, FREE OF HARMFUL CODE, OR ERROR FREE. ALL THIRD-PARTY MATERIALS ARE PROVIDED "AS IS" AND ANY REPRESENTATION OR WARRANTY OF OR CONCERNING ANY THIRD-PARTY MATERIALS IS STRICTLY BETWEEN CUSTOMER AND THE THIRD-PARTY OWNER OR DISTRIBUTOR OF THE THIRD-PARTY MATERIALS.

**13.4 Services Not Intended for Emergency Use.** The Services are not designed or intended for emergency notification or use in life-threatening situations requiring fail-safe performance, including without limitation, situations involving severe weather or natural disasters, terroristic threats or risks, potential mass shootings, riots or other public unrest, or any other situation in which the failure of the Software could lead to death, personal injury, or severe physical or property damage (collectively, "Emergency Situations"). TIGHTROPE EXPRESSLY DISCLAIMS ANY EXPRESS OR IMPLIED WARRANTY OF FITNESS FOR USE IN EMERGENCY SITUATIONS.

**13.5 Software Not HIPAA or FedRAMP Compliant.** The Services do not comply with the privacy and security requirements for protected health information ("PHI") imposed by the Health Insurance Portability and Accountability Act ("HIPAA"). USERS ARE PROHIBITED FROM USING THE SOFTWARE TO TRANSMIT, MANAGE, DISPLAY, OR STORE PHI UNDER ANY CIRCUMSTANCES. The Services also do not comply with the Federal Risk and Authorization Management Program ("FedRAMP") requirements. Customers are prohibited from using the Services in any case in which FedRAMP compliance is required.

## 14. Indemnification.

**14.1 Tightrope Indemnification.** Tightrope shall indemnify, defend, and hold harmless Customer, its officers, directors, employees, agents, successors, and permitted assigns (each, a "Customer Indemnitee") from and against any and all losses, damages, claims, actions, judgments, settlements, interest, awards, penalties, fines, costs, or expenses of whatever kind, including reasonable legal fees and the costs (collectively, "Losses") incurred by a Customer Indemnitee arising out of or relating to any claim, legal action, demand, arbitration, audit, litigation, citation, or investigation of any nature, civil, criminal, administrative, regulatory, or other, whether at law, in equity or otherwise (collectively, an "Action") by a third party (other than an affiliate of the Customer Indemnitee) alleging that: (a) Customer's use of the Services pursuant to this Agreement infringes the copyright, U.S. Patent, trade secret, or trademark rights of such third party; or that (b) the Losses arise or result from the gross negligence or intentional misconduct of Tightrope in providing the Services pursuant to this Agreement.

**14.2 Exceptions to Tightrope's Indemnification.** Tightrope's indemnification obligations under this section do not apply to any Action or Losses arising out of or relating to: (a) any modification of the Services made by Customer or

anyone other than Tightrope, or made without Tightrope's express written approval; and (b) any misuse, abuse, or misapplication of the Services by or on behalf of Customer, a User, or a third party.

**14.3 Customer's Indemnification.** Customer shall indemnify, defend, and hold harmless Tightrope, its officers, directors, employees, agents, successors, and permitted assigns (each, a "Tightrope Indemnitee") from and against any and all Losses incurred by a Tightrope Indemnitee in connection with any Action brought by a third party (other than an affiliate of a Tightrope Indemnitee) alleging or based on: (a) any technology, products, network or computer equipment, systems or procedures, or services used by Customer other than the Services; (b) Tightrope's use of the Customer Content pursuant to this Agreement; (c) the unauthorized use, loss, release, or disclosure of the personally identifiable information of any person caused by Customer's display of such information via the Services; or (d) negligence or intentional misconduct by Customer or any User in connection with the use of the Services pursuant to this Agreement.

**14.4 Indemnification Procedure.** The parties shall indemnify each other pursuant to this section provided that: (a) the indemnitee notifies the indemnifying Party promptly in writing of the Action, provided that failure to provide such prompt notice shall not relieve the indemnifying Party of its indemnification obligations, except to the extent it was actually prejudiced by such failure to receive prompt notice; (b) the indemnifying Party has control of the defense and all related settlement negotiations with respect to the Action, provided that, (i) the indemnitee has the right to participate in the defense of any such Action through counsel of its own choosing, and that (ii) all settlements made by the indemnifying Party include a full release of all claims against and obligations of the indemnitee related to the Action; and (c) the indemnitee cooperates fully to the extent necessary, and executes all documents necessary for the defense of any such Action.

**14.5 Mitigation.** If Tightrope receives, or reasonably believes it will receive, a claim that the Services infringes, misappropriates, or otherwise violates any third-party intellectual property right, tightrope may, at its option and sole cost and expense (a) obtain the right for Customer to continue to use the Services as contemplated by this Agreement; (b) modify or replace the Services, in whole or in part, to seek to make the Services (as so modified or replaced) non-infringing, while providing materially equivalent features and functionality, in which case such modifications or replacements will constitute Services under this Agreement; or (c) by written notice to Customer, terminate this Agreement and require Customer to immediately cease any use of the Services and refund Customer any prepaid fees covering the remaining subscription term.

**14.6 Sole Remedy for Alleged Infringement.** THIS SECTION 14 STATES CUSTOMER'S SOLE REMEDIES AND TIGHTROPE'S SOLE LIABILITY AND OBLIGATION FOR ANY ACTUAL, THREATENED, OR ALLEGED CLAIMS THAT THE SERVICES, SOFTWARE, PLAYER, OR ANY OTHER SUBJECT MATTER OF THIS AGREEMENT INFRINGES, MISAPPROPRIATES, OR OTHERWISE VIOLATES ANY INTELLECTUAL PROPERTY RIGHTS OF A THIRD PARTY.

## 15. Limitations of Liability.

**15.1** IN NO EVENT WILL EITHER PARTY BE LIABLE UNDER THIS AGREEMENT, BASED ON CONTRACT, TORT, OR OTHER LEGAL OR EQUITABLE CLAIM, FOR ANY: (a) CONSEQUENTIAL, INCIDENTAL, INDIRECT, EXEMPLARY, SPECIAL, ENHANCED, OR PUNITIVE DAMAGES; (b) INCREASED COSTS OR LOST BUSINESS, PRODUCTION, REVENUES, OR PROFITS; (c) LOSS OF GOODWILL OR REPUTATION; (d) USE, INABILITY TO USE, LOSS, INTERRUPTION, DELAY OR RECOVERY OF ANY DATA, OR BREACH OF DATA OR SYSTEM SECURITY; OR (e) COST OF REPLACEMENT GOODS OR SERVICES, REGARDLESS IN EACH CASE STATED IN SUBSECTIONS 15.1(a) THROUGH 15.1(e) WHETHER TIGHTROPE WAS ADVISED OF THE POSSIBILITY OF SUCH LOSSES OR WHETHER THE LOSSES WERE FORESEEABLE.

**15.2** IN NO EVENT WILL EITHER PARTY'S AGGREGATE LIABILITY ARISING OUT OF OR RELATED TO THIS AGREEMENT EXCEED THE TOTAL AMOUNTS PAID TO TIGHTROPE UNDER THIS AGREEMENT IN THE TWELVE (12) MONTH PERIOD PRECEDING THE EVENT GIVING RISE TO THE CLAIM.

**15.3** The exclusions and limitations provided by Sections 15.1 and 15.2 do not apply to either Party's indemnification obligations under this Agreement.

## 16. Distributors and Resellers.

Tightrope sells Professional Services and subscriptions to the Services directly to its customers and indirectly through its authorized distributors and dealers (a "Distributor"). This Agreement governs all direct and indirect subscriptions to the Services and purchases of Professional Services. If Customer purchases Professional Services or subscriptions to the Services from a Distributor, the subscription, pricing, payment, and taxes terms agreed upon with such Distributor shall take precedence over this Agreement, and the remaining terms of this Agreement shall apply with full force and effect to Customer's use of the Services and Professional Services.

## 17 General.

**17.1 Entire Agreement.** This Agreement, all applicable Service Orders, and the Additional Agreements represent the entire agreement of Tightrope and Customer concerning Customer's access and use of the Services. This Agreement, the Service Orders, and the Additional Agreements supersede all prior and contemporaneous oral or written terms, conditions, representations, warranties, and agreements regarding the Software.

**17.2 Independent Contractors.** Tightrope and Customer are independent contractors for all purposes in performing this Agreement. This Agreement is not in itself intended to create an agency, partnership, franchise, or joint venture relationship between the Parties. The business relationship of the Parties is non-exclusive.

**17.3 Notices.** All notices permitted or required under this Agreement shall be deemed given on the date of personal delivery or five (5) days after mailing by first class, certified United States mail, with postage fully prepaid, and a return receipt requested. Notices shall be addressed to the Parties at the addresses shown in this Agreement, or at such other address as either Party may, from time to time, designate in a notice given in compliance with this section. Personal delivery via a nationally-recognized courier will be valid upon delivery provided the courier obtains a signed receipt. Notice by email is valid upon acknowledgement of receipt by the intended recipient or such person's authorized representative by email or another means providing a written record of the acknowledgment.

**17.4 Governing Law and Jurisdiction.** This Agreement is governed by Minnesota law and controlling U.S. federal law without regard to the choice of law provisions of any jurisdiction. All legal proceedings concerning the interpretation and enforcement of this Agreement shall be commenced exclusively in the state and federal courts sitting in Hennepin County, Minnesota, and the parties hereby irrevocably submit to the exclusive jurisdiction of such courts.

**17.5 Disputes.** If at any time a dispute, difference, or disagreement shall arise between the Parties concerning their performance obligations under this Agreement the Parties to the dispute will negotiate in good faith to attempt to resolve the dispute. If the dispute is not resolved within thirty (30) days after the date one Party sent written notice of the dispute to the other Party, and, before instituting any litigation Tightrope and Customer shall submit the matter to a non-binding mediation before a qualified, independent professional who has demonstrated skill and experience in mediating similar matters. Any such mediation shall be conducted in Minneapolis, Minnesota, unless the Parties expressly agree otherwise. Any action in relation to an alleged breach of the Agreement must be commenced within one (1) year of the date of the breach or the date the breach reasonably should have been discovered, whichever is later. Any action not brought within that one year time period will be barred without regard to any other limitations period set forth by law or statute.

**17.6 Assignment.** Neither Tightrope nor Customer may assign or otherwise transfer their rights and obligations under this Agreement without the other party's prior written consent, except that Tightrope may assign this Agreement as part of the sale of substantially all its assets to another entity, or as part of a merger, business sale, or reorganization which results in a change in management control. Tightrope may withhold its consent to an assignment by Customer to an actual or potential competitor of Tightrope in its sole discretion. Any prospective assignee must be able to fulfill all of the assignor's obligations under this Agreement.

**17.7 Binding Effect.** This Agreement shall be binding upon and inure to the benefit of the Parties and their respective, permitted successors and assigns.

**17.8 Waiver.** Any express waiver or failure to exercise promptly any right under this Agreement will not create a continuing waiver or any expectation of non-enforcement.

**17.9 Severability.** If any provision of this Agreement is held invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions will not in any way be affected or impaired thereby, and will be interpreted, to the extent possible, to achieve the purposes as originally expressed in the invalid, illegal or unenforceable provision.

**17.10 Force Majeure.** Neither Party shall be in default or otherwise liable for any delay in or failure of its performance under this Agreement where such delay or failure arises by reason of any Act of God, or any government or any governmental body, acts of the common enemy, the elements, strikes or labor disputes, or other similar or dissimilar cause beyond the control of such Party.

**17.11 Export Regulation.** The Software or Deliverables may be subject to U.S. export control laws, including the U.S. Export Administration Act and its associated regulations. Customer shall not, directly or indirectly, export, re-export, or release the Software to, or make the Software or Deliverables accessible from, any jurisdiction or country to which export, re-export, or release is prohibited by law, rule, or regulation. Customer shall comply with all applicable federal laws, regulations, and rules, and complete all required undertakings, prior to exporting, re-exporting, releasing, or otherwise making the Software or Deliverables available outside the U.S.

## 18. Customer-Specific Terms.

The terms of this Section 18, "Customer-Specific Terms," amend and alter the other provisions of this Agreement if Customer falls into the corresponding category of Customer. If there is any conflict between the Customer-Specific Terms and other provisions in the Agreement, the applicable terms in this Section 18 will prevail. Nothing in this Agreement makes Tightrope a government contractor for any federal, state, local, or foreign government.

**18.1 U.S. Government Customers.** If Customer is a U.S. government or U.S. public entity (or use of the Services is for the U.S. Government), the terms of this Section 18.1 shall apply.

a. **Use By or For the U.S. Government.** The Services are a "commercial item," as defined at 48 C.F.R. §2.101, and constitute "commercial computer software" and "commercial computer software documentation," as used in 48 C.F.R. §12.212 or 48 C.F.R. §227.7202 to §227.7204. This commercial computer software and related Documentation is provided to end users for use, by and on behalf of the U.S. Government, with only those rights as are granted to all other end users pursuant to the terms and conditions herein.

b. **Indemnification, Auto-Renewal, Venue.** The sections in the Agreement titled "Governing Law and Jurisdiction," "Disputes," and "Customer's Indemnification" and provisions related to the auto-renewal of the Agreement or a Service Order are hereby waived to the extent they are inconsistent with federal law.

c. **No Endorsement.** Tightrope agrees that Customer's seals, trademarks, logos, service marks, trade names, and the fact that Customer uses our Services, will not be used by us in such a manner as to state or imply that our products or services are endorsed, sponsored or recommended by Customer or by any other element of the U.S. Government, or are considered by Customer or the U.S. Government to be superior to any other products or services. Except for pages whose design and content is under the control of the Customer, or for links to or promotion of such pages, Tightrope agrees not to display any Customer or government seals, trademarks, logos, service marks, and trade names on its homepage or elsewhere on one of its hosted sites unless permission to do so has been granted by Customer or by other relevant federal government authority. Tightrope may list Customer's name in a publicly available customer list on a site or elsewhere so long as the name is not displayed in a more prominent fashion than that of any other third-party name.

**18.2 U.S. State or Local Government Customers.** If Customer is a state or local government in the United States, this Section 18.2 shall apply, but only to the extent the Services are being used in an User's official capacity as a state or local government official. The sections in the Agreement titled "Governing Law and Jurisdiction," "Disputes" and "Customer's Indemnification" will not apply to Customer only to the extent Customer's jurisdiction's laws prohibit Customer from accepting the requirements in those sections.

**18.3 Healthcare Customers.** Unless as otherwise set forth in Customer's Agreement, Customer acknowledges that Tightrope is not a "Business Associate" as defined in the Health Insurance Portability and Accountability Act and related amendments and regulations as updated or replaced ("HIPAA"), and that the Services are not HIPAA compliant. Customer must not use, disclose, transmit or otherwise process any "Protected Health Information" as defined in HIPAA ("PHI") through the Services. Customer agrees that Tightrope cannot support and has no liability for PHI received from Customer, notwithstanding anything to the contrary herein.

**18.4 Education Professional Customers.** If Customer is a school or educator in the United States and wants its students, who are over the age of 13, to use the Services, Customer is responsible for complying with the U.S. Family Educational Rights and Privacy Act ("FERPA"). This means Customer must notify those students' parents/guardians of the personally identifiable information that it will collect and share with Tightrope and obtain parental/guardian consent before its students sign up or use the Services. When obtaining such consent, Customer should provide parents/guardians with a copy of Tightrope's Privacy Policy. Customer must keep all consents on file

4/2/25, 10:16 AM

Carousel Digital Signage - Legal - Carousel Cloud MSA

and provide them to Tightrope if Tightrope requests them. If Customer is located outside of the United States, Tightrope will rely upon Customer to obtain any required consents or approvals from the parent or guardian of any student covered by similar laws and, as a condition to Customer's and its students' use of the Services, Customer will comply with such laws.



**Carousel Digital Signage**

400 S 4th St Ste 410  
PMB # 92452  
Minneapolis, MN 55415-1419  
United States of America  
Chris Oster  
chris.oster@carouselsignage.com

**Prepared For**

**Williamson County**

**Don Heflin**  
Systems Administrator  
don.heflin@wilcotx.gov

**Shipping Info**

710 Main St  
Georgetown, TX 78626  
US

**Your Start Date** May 27, 2025

**Contract Term** 12 months

**Contract Period** May 27, 2025–May 26, 2026

**Plan** Carousel Core Plan

**Site Name** wilcodigitalsignage

**Your Time Zone** Central Standard Time (CST)

**Data Center** United States

**Contact Information**

Site Admin **Don Heflin - don.heflin@wilcotx.gov**

Technical Contact **Don Heflin - don.heflin@wilcotx.gov**

**Terms of Service**

By executing this Order Form, Customer hereby agrees to be bound by the Carousel Cloud Master Services Agreement ('MSA') available at <https://www.carouselsignage.com/legal/carousel-cloud-msa> in effect as of the earlier of the Service Term start date or the date of the last signature below (the "Effective Date"). The Order Form together with the MSA constitute a binding contract by and between Carousel Digital Signage ('Carousel') and Customer (collectively, the 'Agreement'). In the event of a conflict between the MSA and this Order Form, this Order Form shall prevail.

# Signatures

IN WITNESS WHEREOF, the Parties by their duly authorized representatives have executed this Contract as of the Effective Date.

## Williamson County

Name: **Steven Snell**

Title: **County Judge**

Email: **steven.snell@wilcotx.gov**

Signed Date: \_\_\_\_\_

Signature: \_\_\_\_\_


## Carousel Digital Signage

Name: **John Reilly**

Title: **Chief Operating Officer**

Email: **john.reilly@carouselsignage.com**

Signed Date: **6/11/2025**

Signature: Signed by:  
  
35F7F2D2597645A...