

**Twist Technology, LLC**  
**Protection Plan Agreement**  
**Revision 1.0**  
**January 8, 2024**

**1. The Plan.** This plan is an additional contract which governs the hardware services and technical support provided to you by Twist under the above-mentioned plan(s) (referred to herein as the "Plan") for Twist supplied product, ("Covered Equipment") listed on your original, Twist Contract Proposal ("Plan Confirmation").

**2. When Coverage Begins and Ends.**

Coverage begins upon protection plan invoice date. The terms of this Plan, the original sales contract for this Plan and the Twist Proposal Document are each part of your service contract. The price of the Plan is contained in the original Protection Plan Agreement. The hardware service and technical support coverage provided by the Plan is additional to the coverage provided by the manufacturer's hardware warranty and complimentary technical support.

**3. What is Covered?**

3.1 Hardware Service

If during the Coverage Period, you submit a valid claim by notifying Twist that (i) a defect in materials and workmanship has arisen in the Covered Equipment, Twist will either (a) repair the defect at no charge, using new or refurbished parts that are equivalent to new in performance and reliability, or (b) exchange the Covered Equipment with a replacement product that is new or equivalent to new in performance and reliability, and is at least functionally equivalent to the original product. If Twist exchanges the Covered Equipment, the original product becomes Twist's property and the replacement product is your property with coverage for the remaining period of the Plan.

3.2 Covered Equipment

All Equipment Listed on your original Twist Contract, or items performing the same function that may have been substituted by Twist during engineering, installation or by subsequent Change orders to the contract covered by an additional Twist Protection Plan.

3.3 Technical Support

During the Coverage Period, Twist will provide you with access to telephone or web-based technical support resources on an as-available basis during normal business hours. For purposes of this agreement, Normal Business Hours are defined as Monday through Friday from 9:00 AM to 5:00 PM CST or CDT as may be in effect at the time of your call. Technical support may include assistance with

installation, launch, configuration, troubleshooting, and determining when hardware service is required. Twist will provide support for the then-current version of the supported software.

**4. What is not Covered?**

4.1 Hardware Service. The Plan does not apply to:

(i) This plan does not cover Acts of God or nature, weather, specifically *including* lightning strikes, power surges, theft, abusive use, exposure to water or fire damage, extraordinary use, or uses for which special models are available the manufacturer, i.e. Consumer Televisions used in Commercial locations, or for other hazards which may be covered by your insurance. THIS IS NOT an insurance policy and is not a substitute for coverage by insurance;

(ii) Provision of equipment on loan while the Covered Equipment is being serviced;

(iii) Damage caused by (a) a product that is not the Covered Equipment (b) accident, abuse, misuse, liquid contact, fire, earthquake or other external cause, (c) operating the Covered Equipment outside the permitted or intended uses described by the manufacturer, or (d) service (including upgrades and expansions) performed by anyone who is not a representative of Twist;

(iv) Covered Equipment with a serial number that has been altered, defaced or removed, or has been modified to alter its functionality or capability without the written permission of the manufacturer;

(v) Covered Equipment that has been lost or stolen. This Plan only covers Covered Equipment that is returned to Twist in its entirety;

(vi) Cosmetic damage to the Covered Equipment including but not limited to scratches, dents and broken plastic or metal pieces;

(vii) Consumable parts, such as batteries, Lamps, such as projector lamps, or unless failures that have occurred due to a defect in materials and workmanship;

(viii) Preventative maintenance on the Covered Equipment however preventive maintenance may be offered solely at Twist's discretion; or

(ix) Defects caused by normal wear and tear or otherwise due to normal aging of the product.

4.2 Technical Support. The Plan does not include:

(i) Issues that could be resolved by upgrading software to the then current version;

(ii) Your non-conventional use of, or modification to, the Covered Equipment, any operating systems, Twist provided Software, or Consumer Software in a manner for which the Covered Equipment or software is not intended to be used or modified;

(iii) Third-party products or their effects on or interactions with the Covered Equipment;

(iv) Your desire to change previously programmed operation from what was originally provided.

## 5. How to Obtain Service and Support?

You may obtain hardware services and technical support by accessing the Twist website ([www.twisttechllc.com](http://www.twisttechllc.com)) and completing a Service Request form located at the bottom of the webpage. A Twist technical support representative may request your Plan Agreement information or Covered Equipment serial number, before providing assistance. Keep your Plan Confirmation document and the original sales receipt for your Covered Equipment and your Plan, as it will be required if there is any question as to your product's eligibility for coverage.

## 6. Hardware Service Options

6.1 Twist will provide hardware services through one or more of the following options:

(i) Carry-in service. Carry-in service is available for most Covered Equipment. Return the Covered Equipment to the Twist Headquarters Location. The covered equipment maybe serviced there or sent to the original manufacturer or a qualified service location to be serviced, at Twist's sole discretion via normal ground freight. Once you have been notified that service is complete, you may promptly retrieve the Covered Equipment.

(ii) An "Onsite Service: agreement is available for many contracts. Onsite service is available for projects within 50 miles (80 kilometers) radius of the Twist Headquarters. With an active On-Site agreement, Twist will dispatch a service technician to the location of the Covered Equipment. Service will be performed at the location, or the service technician will transport the Covered Equipment to a suitable location or to a qualified service provider for repair. Twist will arrange for transportation of the Covered Equipment to your location following service. If the service technician is not granted access to the Covered Equipment at the appointed time, any further onsite visits may be subject to an additional charge.

6.2 Twist reserves the right to change the method by which Twist may provide repair or replacement service to you, and your Covered Equipment's eligibility to receive a particular method of service. Service will be limited to the options available in the country where service is requested. Service options, parts availability and response times may vary according to country. You may be responsible for shipping and handling charges if the Covered Equipment cannot be serviced in the country it is in. If you seek service in a country that is not the country of purchase, you will comply with all applicable import and export laws and regulations and be

responsible for all custom duties, V.A.T. and other associated taxes and charges. For international service, Twist may repair or exchange defective products and parts with comparable products and parts that comply with local standards.

## 7. Your Responsibilities

To receive service or support under the Plan, you agree to comply with the following:

(i) Provide your Plan Agreement and a copy of your Plan's original proof of purchase, if requested;

(ii) Provide information about the symptoms and causes of the issues with the Covered Equipment;

(iii) Respond to requests for information, including but not limited to the Covered Equipment serial number, model, version of the operating system and software installed, any peripherals devices connected or installed on the Covered Equipment, any error messages displayed, actions taken before the Covered Equipment experienced the issue and steps taken to resolve the issue;

(iv) Follow instructions Twist gives you, including but not limited to refraining from sending Twist products and accessories that are not subject to repair or replacement service and packing the Covered Equipment in accordance with shipping instructions;

(v) Update software to currently published releases prior to seeking service; and

(vi) MAKE SURE TO BACK UP SOFTWARE AND DATA RESIDING ON THE COVERED EQUIPMENT. TWIST MAY REINSTALL THE COVERED EQUIPMENT'S ORIGINAL SOFTWARE CONFIGURATION AND SUBSEQUENT UPDATE RELEASES WHILE PERFORMING SERVICE, WHICH WILL RESULT IN THE DELETION OF ALL SOFTWARE AND DATA THAT RESIDED ON THE COVERED EQUIPMENT PRIOR TO SERVICE. You will be responsible for reinstalling all other software programs, data and passwords.

## 8. Limitation of Liability

TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, TWIST AND ITS EMPLOYEES AND AGENTS WILL UNDER NO CIRCUMSTANCES BE LIABLE TO YOU OR ANY SUBSEQUENT OWNER FOR ANY INDIRECT OR CONSEQUENTIAL DAMAGES, INCLUDING BUT NOT LIMITED TO COSTS OF RECOVERING, REPROGRAMMING, OR REPRODUCING ANY PROGRAM OR DATA OR THE FAILURE TO MAINTAIN THE CONFIDENTIALITY OF DATA, ANY LOSS OF BUSINESS, PROFITS, REVENUE OR ANTICIPATED SAVINGS, RESULTING FROM TWIST'S OBLIGATIONS UNDER THIS PLAN. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, THE LIMIT OF TWIST AND ITS EMPLOYEES AND AGENT'S LIABILITY TO YOU AND ANY SUBSEQUENT OWNER ARISING UNDER THE PLAN SHALL NOT EXCEED THE ORIGINAL PRICE PAID FOR THE PLAN. TWIST SPECIFICALLY DOES NOT WARRANT THAT (i) IT WILL BE ABLE TO REPAIR OR REPLACE COVERED EQUIPMENT WITHOUT RISK TO OR LOSS OF PROGRAMS OR DATA, (ii) IT WILL MAINTAIN THE CONFIDENTIALITY OF DATA, OR (iii) THAT THE

OPERATION OF THE PRODUCT WILL BE UNINTERRUPTED OR ERROR-FREE.

FOR CONSUMERS IN JURISDICTIONS WHO HAVE THE BENEFIT OF CONSUMER PROTECTION LAWS OR REGULATIONS, THE BENEFITS CONFERRED BY THIS PLAN ARE IN ADDITION TO ALL RIGHTS AND REMEDIES PROVIDED UNDER SUCH LAWS AND REGULATIONS. TO THE EXTENT THAT LIABILITY UNDER SUCH LAWS AND REGULATIONS MAY BE LIMITED, TWIST'S LIABILITY IS LIMITED, AT ITS SOLE OPTION, TO REPLACE OR REPAIR OF THE COVERED EQUIPMENT OR SUPPLY OF THE SERVICE. SOME STATES OR PROVINCES DO NOT ALLOW THE EXCLUSION OR LIMITATION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO SOME OR ALL OF THE ABOVE LIMITATIONS MAY NOT APPLY TO YOU.

#### **9. Transfer of Plan**

(i) With Transfer of Covered Equipment to a New Owner. Subject to the restrictions set forth below, you may make a one-time permanent transfer of all of your rights under the Plan to another party, provided that: (a) the transfer includes the original Proof of Purchase, the Plan's Confirmation and all of the Plan's packaging material, including printed materials and these Terms and Conditions; (b) you notify Twist of the transfer by sending, or e-mailing notice of transfer to Twist Technology, LLC., ATTN: Agreement Administration, 3168 Pipe Line Road, Birmingham, AL or calling U.S telephone number 877-878-3982. When notifying Twist of the transfer of the Plan, you must provide the Plan Agreement Date, the serial number of the Covered Equipment being transferred (if requested) and the name, address, telephone number and email address of the new owner.

#### **10. General**

(i) Twist may subcontract or assign performance of its obligations to third parties but shall not be relieved of its obligations to you in doing so.

(ii) Twist is not responsible for any failures or delays in performing under the Plan that are due to events outside Twist's reasonable control.

(iii) This Plan is offered and valid only if you are a resident of the fifty states of the United States of America or the District of Columbia. This Plan is not offered to persons who have not reached the age of majority. This Plan is not available where prohibited by law.

(iv) In carrying out its obligations Twist may, at its discretion and solely for the purposes of monitoring the quality of Twist's response, record part or all of the calls between you and Twist.

(v) You agree that any information or data disclosed to Twist under this Plan is not confidential or proprietary to you. Furthermore, you agree that Twist may collect and process data on your behalf when it provides service. This may include transferring your data to affiliated companies or service providers located in countries where data protection laws may be less comprehensive than your country of residence.

(vi) The terms of the Plan, including the original sales receipt of the Plan and the Plan Confirmation, prevail over any conflicting, additional, or other terms of any purchase order or other document, and constitute your and Twist's entire understanding with respect to the Plan.

(vii) Twist is not obligated to renew this Plan. If Twist does offer a renewal, it will determine the price and terms.

(viii) Except where prohibited by law, the laws of the State of Alabama govern Plans purchased in the United States.

Disputes arising under this Plan may be settled in accordance with the Wyoming Arbitration Act.