

Elo Elite Repair Services Addendum (“Addendum”)

The Elo Elite Partner Program/Terms and Conditions (“Agreement”) by and between Elo Touch Solutions, Inc. (“Elo”) and Participant is hereby amended as set forth herein. The effective date of this addendum shall be the date of signature by Elo. In addition to the rights and obligations of Participant under the Agreement, a Participant designated by Elo as an “Elo Elite Service Reseller” shall be subject to the additional rights and obligations under this Addendum.

The Elo Elite Service Reseller (“Elo Repair Provider” or “ERP”) agrees to provide repair services (“Services”) on the Elo products (“Products”) identified in Attachment A subject to the terms and conditions in this Addendum (“Addendum”) in addition to its obligations under the Agreement.

1.1 Termination

Either party may terminate this Addendum upon (90) days prior written notice to the other party without cause or reason. This Addendum shall automatically terminate upon termination of the Agreement.

ARTICLE 2. SERVICES TO BE PERFORMED BY ERP

2.1 Repair Services

ERP will provide to Elo the Services for the Products as described herein and in Attachment A to this Addendum. Services may only be performed by “qualified” ERP personnel. To become “qualified” such personnel must view an online training video and pass an online test available through Elo’s service website (“Service Portal”) located at www.elotouch.com. ERP shall be required to set up an account in order to access the Service Portal. The ERP shall use the Service Portal to interface with Elo on Services provided including any Warranty Reimbursement. Services may be performed for an end user, reseller, or distributor, with those terms used interchangeably in this Addendum and referred to as (“Customer”). ERP may provide the Customer with services in addition to the Services described hereunder. Except for any Product warranty obligations Elo has no responsibility to such Customer for any services performed by ERP.

2.2 FRU Purchase and Warranty Reimbursement

The ERP is required to purchase all FRU’s (Field Replaceable Units) from Elo, regardless of Warranty or Out-of-Warranty status of the product being Serviced. Such FRU’s shall only be used to perform the Services In connection with each Service opportunity ERP shall contact Elo via the Service Portal. Once warranty reimbursement (“Warranty Reimbursement”) entitlement has been confirmed via Elo’s Service Portal, the ERP will conduct the repair Service using the FRU’s purchased from Elo. In order to receive Warranty Reimbursement, the ERP must; (i) complete a Warranty Reimbursement request via the Service Portal following completion of the Service, and (ii) have such request validated by Elo against the ERP repair information submitted through the Service Portal. Verified warranty repairs will receive Warranty Reimbursement as provided in Attachment B. Should the ERP wish to receive any Warranty Reimbursement due to unusual circumstances following expiration of the applicable warranty period on the Product, the ERP must receive written approval from Elo in advance.

2.3 Warranty Exclusions

ERP will investigate and report possible Warranty exclusions (including, without limitation, operation of product or component outside of proper usage by Customer, mechanical or shipping damage) and all written communications to the Customer related thereto shall be kept on file by the ERP for a period of three (3) years thereafter.

- 2.4 No Refusal to Perform Services
ERP shall provide the Services for all Products listed in the Scope of Work (set forth in Attachment A) (“SOW”) regardless of purchase location or seller.
- 2.5 Location of Services
ERP agrees that Services will only be performed in ERP’s locations approved by Elo or at Customer’s location. ERP will not assign, delegate, or subcontract the Services unless approved in writing by Elo at its discretion.
- 2.6 Timely, Professional Repairs
ERP warrants it will provide the Services in a timely and professional manner in accordance with industry standards, and the repaired Product will be suitable for the purposes intended by Elo. Each Service location must have a minimum of two (2) qualified service technicians.
- 2.7 Level of Repairs
Repairs are to be done on a modular basis only as made available through Elo’s Service Portal. ERP shall use only FRU’s specified in the service manuals. In the event that ERP uses alternative spare parts or FRU’s, Elo may immediately terminate this Addendum.
- 2.8 Stock of FRU’s
FRU’s shall be purchased from Elo unless Elo specifies an alternative supplier. The ERP shall keep sufficient stock of FRU’s in order to meet the timeframe set out in Section 2.9 or as otherwise required to meet ERP’s service obligations to the Customer.
- 2.9 Service Times
ERP shall service and restore the Product to full operational use within four (4) working days of ERP’s receipt of the Product and any required FRU’s, including a minimum burn-in period of 4 hours unless a longer period is permitted pursuant to Sections 2.10 and 2.11. ERP shall clean and properly pack and return the Product to the customer as part of repair completion. In addition ERP agrees to comply with the Key Performance Indicators set forth in Attachment C.
- 2.10 Difficult Repairs
If the ERP is not capable of providing Service to a particular Product, Elo shall be notified within one (1) working day after such determination, and, at Elo’s option, the Product may be shipped to Elo’s applicable Manufacturing Repair Center, as designated in the Elo RMA confirmation (“MRC”) for Warranty processing.
- 2.11 Un-repairable Product
If despite all reasonable efforts of the ERP, the serviced Product cannot be repaired by the ERP by the deadlines set forth herein; the ERP shall inform Elo in writing of any such failure as soon as possible. Any such report shall contain all details reasonably necessary, such as the model and serial number, the reason why the Service cannot be completed, and the Customer’s contact information. Elo will instruct the ERP on how to handle such un-repairable Product and the ERP shall operate under those instructions.
- 2.12 Excessive Delay
In the event of excessive delay or an inability to perform the Service(s) due to reasons beyond the reasonable control of the ERP, Elo shall either take over the repair file from the ERP and resolve the matter directly with the Customer or instruct the ERP how to proceed. Without limiting the generality of the foregoing, the ERP shall in any event use best efforts to mitigate the adverse consequences of such event, including through appropriate customer care measures (including obtaining a voluntary extension from the Customer of the repair period).

- 2.13 Retaining Defective Parts
ERP agrees to retain defective parts for Elo's inspection for three (3) months following repair (the "Retention Period"). Prior to the expiration of the Retention Period, Elo will instruct ERP to either salvage parts for repair work or dispose of the parts in accordance with local environmental laws. Elo has the right to inspect the retained defective parts at any time during the Retention Period during normal business hours and after reasonable coordination with the ERP.
- 2.14 Retaining Documentation
ERP agrees to retain records for three (3) years following the Service performed on a Product.
- 2.15 Quality Requirements
ERP's Services shall meet the quality requirements established by Elo and communicated to the ERP in advance. Elo may change the quality requirements at any time upon thirty (30) days notice to the ERP. ERP agrees to comply with all Procedures (as defined in Section 2.16) and not to exceed the standard Service deadlines required in Section 2.9 in at least 95% of the cases. The ERP shall achieve a return rate of less than 1% on in-Warranty Services performed on behalf of Elo. A return rate means a Product returned to the ERP or another service provider within three (3) months of the performed Service showing the same defect. Elo reserves the right to evaluate customer satisfaction of ERP's Service by conducting Customer interviews. Elo may periodically perform a quality audit at the ERP, during normal business hours and after seven (7) days prior notice.
- 2.16 Procedures
Elo may from time to time, at Elo's reasonable discretion, introduce procedural rules ("Procedures") by giving the ERP two (2) weeks advance notice. Unless ERP objects to the Procedures within one (1) week of its receipt of Elo's notice, the Procedures shall become binding for both parties. Should ERP object to the Procedures within the deadline, Elo may, by written notice, terminate this Agreement with immediate effect.
- 2.17 Administrative Tools
The ERP shall perform, at its own expense, all steps necessary to be trained in and to make use of the software and electronic data exchange tools used by Elo to manage its service administration and spare parts or FRU logistics process.
- 2.18 Tools and Equipment
ERP is responsible for all equipment needed for the proper testing and servicing of Elo's Product. ERP shall have a suitable work area and electrostatic discharge ("ESD") protection. Any unique tools required for Services to be performed on Elo's Products, as designated in the repair manual, are to be identified by the parties in writing and to be provided by Elo to ERP for use during the term of this Agreement. Elo shall remain the owner of such tools at all times and ERP may only use such tools to perform the services under this Agreement for Elo Products. ERP shall return such tools to Elo within seven (7) days following termination or expiration of this Agreement. ERP shall defend, indemnify and hold harmless Elo (including its respective parents, affiliates, subsidiaries and employees of each) from and against any third party claims for losses, damages, liabilities or expenses, including reasonable legal fees and expenses, arising out of ERP's negligence or willful misuse of the Elo tools resulting in damages to any property including the Elo tools or injuries or death of any person.
- 2.19 Environmental Impact
ERP shall at its cost comply with all laws concerning transportation, handling and disposal of waste and recyclable material, including e-waste. ERP shall participate in any component or product return systems that Elo has already established or will establish in the future.

ARTICLE 3. SUPPORT BY ELO

- 3.1 ERP will perform the Services in good workmanship and consistent with good industry practice. Elo will provide technical documentation and information about technical changes free of charge and may offer training to ERP's service technicians as determined in its sole discretion. ERP shall ensure the service technician's participation in such training, at its costs and expense.
- 3.2 Elo may, at its sole discretion, designate the distribution of spare parts or FRU's to one or more third parties ("Designated Spare Parts Providers", or "DSPP") who will handle the spare part distribution in their own name or on behalf of Elo. Elo shall provide the ERP updated FRU reports and/or price lists.
- 3.3 Elo or the DSPP will report to ERP if FRU's cannot be shipped from stock within three (3) working days of the incoming order, or if the next scheduled shipment to the ERP is longer than this period.

ARTICLE 4. REPORTS

- 4.1 If ERP fails to meet the standard Service deadlines set forth in Section 2.9, ERP shall create a detailed monthly report specifying the reasons for such failure and deliver such report to Elo during Elo's monthly closing week.

ARTICLE 5. SERVICE REIMBURSEMENT AND FIELD REPLACEABLE UNITS

- 5.1 Payment
Elo shall reimburse ERP for verified Warranty Services as set forth in Attachment B. No other payment shall be due to ERP for the Services. Any credit or reimbursement due to ERP shall be made within thirty (30) days of Elo receiving all required information to process the credit or reimbursement.
- 5.2 Ordering FRU's
The ERP is required to purchase FRU's from Elo, regardless of Warranty or Out-of-Warranty Services as administered via Elo's Service Portal. FRU's from Elo are sold under Elo's standard Terms of Sale as set forth on Elo's website located at www.elotouch.com. The risk of casualty with respect to spare parts stored by ERP shall be borne exclusively by ERP.
- 5.3 Alternate Sources
Elo or the DSPP shall either deliver the ordered spare part to ERP or instruct ERP with respect to alternative sources within three (3) weeks from receiving the ERP request.
- 5.4 ERP will inspect products and FRU's delivered to its warehouse and immediately report any visible damage on the delivery note when signing off on their receipt. The ERP will subsequently inform the owner of the products or FRU's (Elo or Customer) of any damage promptly but in no event later than three (3) days from the delivery date. ERP shall bear all costs associated with accepting shipment of damaged products or spare parts.
- 5.5 ERP will be charged for FRU's resulting from a faulty repair service carried out by ERP.
- 5.6 Only repairs that are processed via the Service Portal are subject to payment. Elo at its sole discretion shall determine doubtful Warranty situations or necessity of a Service.

ARTICLE 6. LICENSED SOFTWARE AND DOCUMENTATION

- 6.1 Elo grants ERP a limited, royalty-free, personal, non-exclusive, non-transferable, non-assignable right to use the provided software (hereinafter Software) and related documentation including manuals, handbooks and training materials ("Documentation"), for the sole purpose of ERP's fulfillment of its obligations under this Agreement. This also applies to any Web-based tools, software, and processes that are provided to ERP. Except as specifically provided herein, no license under any intellectual property rights, express or implied, are granted to ERP or Customers.
- 6.2 If a license agreement between Elo and a third party whose software is included in the Software provided for herein is terminated, ERP shall stop using such software after receiving Elo's notice.
- 6.3 Within ten (10) days following the termination of this Addendum or the Agreement, ERP shall return all complete or partial copies of Software, and Documentation and other intellectual property or confidential information of Elo and shall certify such return upon Elo's request to do so.
- 6.4 During the term of this Agreement, ERP shall report all licensing of Elo software or third party software to Elo. ERP must allow Elo or the licensors inspection of such licensing reports by appointment. The Elo Software shall not be combined with other third party software, firmware, or products, without the prior written permission of Elo.
- 6.5 Elo makes no representation or warranty, express, implied or statutory, with respect to the Software or Documentation provided. Software and Documentation are made available to ERP on an "AS IS" basis. Elo does not warrant that the Software and/or documentation are error free, that they will meet ERP's requirements, that their exploitation does not or will not infringe any existing or future patent of another person. ANY IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR NON-INFRINGEMENT OF THIRD PARTY PATENTS OR INTELLECTUAL PROPERTY ARE EXPRESSLY DISCLAIMED AND EXCLUDED. THE ENTIRE RISK AS TO THE RESULTS OBTAINED BY PRACTICING UNDER THE SOFTWARE AND UTILIZING THE DOCUMENTATION IS ASSUMED BY ERP. ELO SHALL NOT BE LIABLE FOR ANY SPECIAL, INDIRECT, INCIDENTAL, PUNITIVE, OR CONSEQUENTIAL DAMAGES, INCLUDING LOSS OF PROFITS, ARISING FROM OR RELATED TO THE OPERATION OR USE OF THE SOFTWARE INCLUDING BUT NOT LIMITED TO DAMAGES ARISING FROM LOSS OF DATA OR PROGRAMMING, LOSS OF REVENUE OR PROFITS, FAILURE TO REALIZE SAVINGS OR OTHER BENEFITS, DAMAGE TO EQUIPMENT, AND CLAIMS AGAINST ERP BY ANY THIRD PERSON, EVEN IF ELO HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

ARTICLE 7. TRADEMARKS

- 7.1 ERP shall not remove, modify, change or conceal information or markings relating to copyrights, trademarks and/or patent rights of Elo or third parties from/on Products, Software or Documentation or in relation to Services. This restriction also applies to labels, references, cover inserts, electronic registration forms found in documentation or on Products and their packaging, information material and all promotional material related to Products and Services. ERP agrees to the terms and conditions of Attachment D (Trademarks Use Terms), and except as explicitly permitted in Exhibit D, ERP shall not use or permit to be used by any person any trademarks, service marks or trade names of Elo without Elo's prior written consent.

ARTICLE 8. CONFIDENTIALITY AND AUDIT RIGHTS

8.1 Confidentiality

The provisions of this Section will survive the expiration or termination of this Agreement for any reason. It is understood and agreed that the Software, Documentation, all technical or Product information, including specifications and drawings, product failure rates, root cause analysis, corrective actions, product designs, regarding Elo products is the confidential and proprietary information of Elo whether disclosed orally or in writing and whether marked as confidential or not. The provisions of this Addendum shall apply to any ERP affiliate. For purposes of this Agreement, "affiliate" shall mean any entity that now or hereafter controls, is controlled by or is under common control with a specified entity, where "control" means beneficial ownership, directly or indirectly, of more than 50% of the outstanding shares or other ownership interest (representing the right to elect directors or other managing authority or the right to make the decisions for such entity, as applicable). Such entity shall be deemed to be an affiliate only so long as such control exists.

8.2 ERP shall not translate, reverse engineer, recompile, decompile, disassemble, update, or modify the Software or firmware, Product or other Elo Confidential Information, except with written permission from Elo and solely subject to the terms thereof.

8.3 Elo may audit ERP and its books and records from time to time to ensure compliance with the requirements set forth in this Agreement, including without limitation the Services log, use of FRU's, confidentiality.

ARTICLE 9. WARRANTIES, INSURANCE, INDEMNITIES, LIABILITY, AND SECURITY

9.1 ERP warrants that the serviced Product will be free from defects in workmanship for a period of ninety (90) days after the Product is returned to Customer. In the event that previously serviced Product should be returned to ERP for Service because of the same symptoms giving rise to the original service call, ERP shall not charge Elo for such repeated Service unless ERP can establish that the symptom is caused solely by defective parts delivered by Elo to ERP.

9.1.1 In the event that Elo reasonably determines that the provided Services or any part thereof is unsatisfactory, it may, at its option, require ERP to correct such unsatisfactory performance at its own expense. ERP shall immediately thereafter take steps to correct its performance to the reasonable requirements of Elo at no further cost to Elo.

9.1.2 ERP further warrants and represents that it shall comply with all national, state, and local laws and regulations governing the performance of the Services provided under this Agreement, including laws governing consumer transactions.

9.2 Personal Injury and Property Damage

Elo shall not be liable for any damages caused by ERP, including but not limited to the deletion of data by ERP or the loss of the use of the data due to ERP Services. Furthermore, ERP shall be required to maintain customer's data as confidential in accordance with Article 8, even if the data is not marked as confidential or proprietary. ERP agrees to hold in confidence the Customer's data and not to use it for any purpose other than provision of Services to such Customer. ERP may duplicate the data for purposes of transferring to a new disk provided that the duplicated data is then destroyed. Elo shall not be liable for any disclosure by ERP of customer's data. ERP shall indemnify, defend and hold Elo harmless from all damages, costs and expenses (including reasonable attorney's fees) resulting from or arising from ERP's provision of

Services or arising out of injury to people or damage to property and for any penalties assessed against Elo which are caused, in whole or in part, by ERP 's violation of any governmental law or regulation, breach of this Agreement, or any negligent or willful acts or omissions by ERP in the performance of this Agreement, including damages caused by loss of use or loss of data. The ERP shall ensure its staff follows industry standard and stated safety guidelines of handling high voltage equipment. Elo property is defined as consigned inventories, products, and packaging.

- 9.3 Insurance. ERP shall maintain insurance coverage in an amount and with a carrier reasonably satisfactory to Elo covering Elo property and to protect against all losses, claims, demands, damages and expenses including without limitation labor liability, third-party liability, product liability, and automobile liability.
- 9.4 Indemnities. ERP agrees to defend, indemnify, protect, and hold Elo and its affiliates, employees, agents, servants, and representatives harmless Elo, from and against any and all claims, damages, losses, liabilities, and expenses, including reasonable attorney's fees and costs, of whatever nature, resulting from a claim or allegation: (i) arising from or related to the Services; (ii) that third parties intellectual property rights have been infringed by the ERP's conduct, repair or Services; and (iii) related to ERP's negligence in performing ERP's Services.

ARTICLE 10. COMPLIANCE WITH LAW

10.1 In providing its services and in carrying on ERP business, each of ERP, its officers, directors, employees or agents (collectively and individually in this clause "ERP") must comply with its obligations under the law including without limitation, the following:

(a) Not violate any anti-bribery or anti-corruption law of any jurisdiction applicable to this Agreement, including those of the United States of America's Foreign Corrupt Practices Act, United Kingdom Anti-Corruption laws, and any similar anti-corruption or anti-bribery laws and regulations applicable to the ERP or related to the Services:

(i) Must not pay, offer or promise to pay, or authorize the payment of, any monies or anything of value, directly or indirectly, to any government official or employee, any official or employee of a state-run or state-owned or controlled enterprise or entity, any official or employee of a public international organization, any candidate for political or public office, any official or employee of any political party, or any family member or relative of such persons or any political party for the purpose of influencing any act or decision of any such official, employee, candidate, political party, enterprise or entity, public organization, or government to obtain or retain business, or direct business to any person or entity, or for any other improper advantage or purpose; and

(ii) Warrants that as at the date of this Agreement, none of its owners, officers, directors, employees or agents or any immediate family member of such persons, is presently (or has been recently) an official or employee of any government, state-run or state-owned or controlled enterprise or entity, or political party, or a candidate for political or public office. ERP must provide written notification to Elo within ten (10) days of any of the above persons becoming such official, employee or candidate.

(b) Comply with all applicable export and import laws and regulations, including associated embargo and sanction regulations. ERP hereby certifies that no technical information, hardware, or software subject to this Agreement, nor any direct products thereof, will be made available or re-exported, directly or indirectly, by ERP (or by any employee or contractor of ERP) to any prohibited person, entity or country (including to nationals of any prohibited country, wherever they may be located) unless such prior written authorization as may be required is obtained by ERP from the appropriate U.S. government agency(ies), including, as applicable, the U.S. Office of Export Licensing of the U.S. Department of Commerce, in accordance with the U.S. Export Administration Regulations (15 CFR, Parts 779 et seq. or any similar regulation) issued by the Department of Commerce of the United States in the administration of the Export Administration Act of 1979, as amended from time to time, or any subsequently issued similar rule, law or regulation.

(c) In the event ERP breaches its obligations under this Article 10, or Elo learns of or has a reasonable suspicion that ERP has breached this Article 10, notwithstanding any other provision hereunder to the contrary, Elo may immediately terminate this Agreement and ERP hereby waives any and all claims against Elo for any loss, cost or expense, including, but not limited to, loss or profits, incidental or consequential damages, that ERP may incur by virtue of such termination.

ARTICLE 11. MISCELLANEOUS

11.1 Entire Agreement

The Agreement, including this Addendum, including any attachments, schedules or exhibits referred to herein and attached hereto, each of which is incorporated in this Addendum for all purposes, constitutes the entire agreement between the parties with respect to the subject matter of the Agreement; and there are no representations, understandings or agreements relating to this Agreement which are not fully expressed herein. No amendment, modification, waiver or discharge hereof shall be valid unless in writing and signed by an authorized representative of the party against which such amendment, modification, waiver or discharge is sought to be enforced.

Attachment A

DESCRIPTION OF ELO PRODUCTS AND SERVICES & SCOPE OF WORK

This Attachment A is appended to the Elo Elite Repair Services Addendum.

Elo's Elite Service Program provides the ERP an option to directly manage the service of the Elo Touch Solutions X-Series AiO touchcomputer product. The program allows the ERP to fully utilize Elo's easy online portal for warranty support, service manuals, part look-ups, FRU part purchases and warranty labor reimbursement. This Program includes access to Elo's self-maintainer support resources, technical resources, training and wide-ranging specialized services designed to make service easy. The X-Series is designed for fast and easy in-field service. Modular field replaceable units include, but not limited to: hard drive, memory modules, display modules, cables and more.

ERP technician must be capable of performing bench level repair of the unit via Elo's defined FRU's. All ERP's are required to purchase FRU's from Elo, regardless if in or out-of-warranty repair Services. All verified warranty repairs will receive labor credit reimbursement. ERP will receive FRU discount off list price.

1. SCOPE OF WORK DETAIL

1.1 Warranty Repair Validation

All warranty repairs eligible for labor and parts reimbursement will be processed as described below, subject to ERP's receipt of an Elo Warranty Reimbursement confirmation as required in the Agreement and confirmation that the Product received for Services matches the repair log description and number.

1.2 X-Series AiO Basic Processing Steps

Prior to Receipt

- o Check the incoming product for damage and report damage to Elo
- o Verify Product part number and serial number against the RMA order
- o Keep track of all accessories (including, without limitation, power supply, cables, and software) returned with the touchcomputer

Receipt

- o Record the receipt of the Product in the local MRP or shop-floor system

Repair

- o Test all Products for video and touch operation and performance
- o Replace defective components
- o Log the Product repair data using Elo's repair data codes
- o Perform video and geometry adjustments in accordance with the manufacturer's specifications on all monitors regardless of repair.
- o Allow the Product to run (burn-in) using video or computer testing software for a minimum of 4 hours after repair is complete
- o Perform a function test at the end of the post repair burn-in

Shipping

- o Package the Product in a new carton conforming to Elo's packaging. Reusing foam inserts is allowed
- o Label the carton with the Material number and serial number
- o Log the shipping data (Carrier and Tracking#, Product SKU and correlating RMA number)

1.3 Administrative

Invoicing Schedule

- ERP will invoice Elo for all Services monthly. ERP invoices will include detail line items for repair Services and FRU purchases and correlating RMA number confirmation.

Engineering Change Order ("ECO")

- Elo will provide to ERP via email notice of any new ECOs and all related information for ERP ECO implementation. ERP will maintain an Elo ECO matrix which will be updated as ECOs are added/modified/removed. On average ECOs will not exceed more than five current ECOs per product. If ECOs exceed five, then ERP and Elo will review any additional costs and mutually agree on any price adjustments.

Attachment B

WARRANTY REIMBURSEMENT

1. Verified warranty repairs will receive a Warranty Reimbursement of; (i) \$50 per repair and, (ii) reimbursement of the purchase price for any FRU's used in connection with warranty repairs.
2. ERP will receive a discount of 10% off MSRP list price for each FRU purchase.

Note: ERP is required to pay an Annual ERP certification fee of \$500 and complete an annual service certification by a minimum of 2 designated service technicians. Such amount is due net thirty (30) days from invoice date.

Attachment C

KEY PERFORMANCE INDICATORS

The "Key Performance Indicators" (KPIs) listed below will be used to measure ERP's performance; and will be reviewed on a quarterly basis during Elo's Quarterly Business Review Process.

1. Turn Around Time (TAT): Less than 4 working days
2. Second Time Returns: 5% or less

Attachment D

TRADEMARKS USE RESTRICTIONS

1. Elo grants to ERP a non-exclusive, personal, non-transferable worldwide (to the extent Elo is entitled to license or sublicense) to use labels bearing Elo trademarks in connection with its own catalogues solely for the sale and promotion of the Products (the "Trademarks") solely during the term of the Agreement. At the termination or expiration of the Agreement, ERP will stop using the Trademarks.
2. Elo will provide ERP with a logo sheet or labels to be used as reproduction artwork for the Trademarks. ERP shall provide to Elo at least thirty (30) days before its intended usage, samples of all proposed labeling, packaging, literature, advertising, press releases, data sheets, copy, brochures, marketing and promotional material that uses the Trademark and all other material that uses or references in any manner the Trademarks ("Materials") for Elo's approval of ERP's use of the Trademarks on Materials. Elo shall use commercially reasonable efforts to notify ERP of its approval or disapproval of Materials within seven (7) business days of receipt of ERP's submission. After Elo's approval, ERP shall always use the Trademarks consistent with the provisions set forth in this Attachment unless otherwise approved in writing in advance on a use by use basis by Elo.
3. ERP agrees to use the Trademarks solely in the form and manner as obtained from Elo, described herein or otherwise prescribed by Elo in writing. ERP shall include trademark notification (TM or [®]) and an acknowledgement as directed by Elo on all uses of the Trademarks.
4. The right to use the Trademarks pursuant to this Agreement is limited to providing Services for the Products as set forth in this Agreement. This Agreement does not give ERP any right to sublicense the Trademarks nor to use the Trademarks in ERP's corporate name, trade name, trademark, domain or any other identifier of ERP. ERP shall not use any trademark or identifier, phrase or mark or any portion of Trademarks that is likely to be confusingly similar with or to constitute a colorable imitation of the Trademarks. Furthermore, this Agreement does not give ERP the right to use any other Elo trademark, trade name or identifier without the prior written approval of Elo.
5. ERP acknowledges that the Trademarks and the goodwill associated therewith are the sole and exclusive property of Elo and that all rights therein and goodwill pertaining thereto belong exclusively to Elo and/or the registered owner of the Trademarks. By use of the Trademarks, ERP confirms that ERP will not acquire nor have claim to have acquired by usage of the Trademarks any right in or to the Trademarks. ERP shall refrain from any act which might prejudice the validity or enforceability of Elo's title in and to the Trademarks and will not attack, either directly or indirectly, Elo's rights to the Trademarks. ERP shall never attempt to register the Trademarks or signs, logos or words that are similar or any portion thereof as ERP's own trademark. ERP shall not petition to cancel or oppose registration, renewal, or application by Elo for the Trademark or any similar mark in any country in the world. Where requested by Elo, ERP shall promptly execute all documents deemed necessary by Elo or perform any other acts necessary for the registration, application or renewal of protection for any trademarks in Elo's name in any country in the world.