TERMS AND CONDITIONS OF PREMIUM TECHNICAL SUPPORT SERVICES

("TERMS OF SERVICE")

The following terms and conditions of services ("Terms of Service") govern your use of the Premium Technical Support Services, offered by Earbyte Inc. dba Antelope Audio, a US corporation, having registered office at 301 N Main St., Ann Arbor, MI 48104, USA (hereinafter referred to as "Seller", "we" or "us"). The person ordering the services is hereinafter referred to as "Buyer", "Customer" or "You".

These terms are an integral part of the Terms and Conditions of Sale document, available at https://en.antelopeaudio.com/checkout/terms-and-conditions-of-sale/. By accepting the Terms and Conditions of Sale, you agree on your own behalf, your employer's, or any other applicable entity, to be bound by and comply with these Terms of Service.

These Terms represent the entire agreement between the Seller and the Buyer. By placing an order or request for Services at AntelopeAudio.com, You explicitly agree to be legally bound by these Terms of Service.

Please read the Terms of Service carefully before you start the ordering process. <u>If, for any reason, You do not understand or disagree with any part of these Terms, You must not place an order or request to purchase.</u>

I. SERVICES OVERVIEW

- 1. These Terms of Service outline the conditions and requirements for using the following Antelope Audio Technical Support Services:
 - (a) Desktop Remote Support
 - (b) Expert Guidance 1-on-1
 - (c) On-Site Customer Support

Collectively referred to as 'Services' and individually as a 'Service'.

- **2.** The Services are exclusively for inquiries, cases, and issue resolution related to Antelope Audio products.
- **3.** Our response time to a Service request is up to 48 hours for requests received Monday through Friday and up to 96 hours for requests received over the weekend.
- **4.** If there is a scheduled and confirmed service for Desktop Remote Support and Expert Guidance 1-on-1, and the client does not show up at the requested time, the service is considered completed and the payment cannot be refunded to the client.

II. DESKTOP REMOTE SUPPORT

1. Service overview

Our **Desktop Remote Support** service provides expert assistance for resolving technical issues on your computer related to our audio products. With your permission, our skilled agents securely

access your computer remotely to diagnose and fix problems, such as software installation, driver updates, troubleshooting, or optimizing your audio setup.

2. Duration and price

- a. Duration: You can purchase either a 30-minute or 60-minute remote support session.
- b. Price: The price of a 30-minute session is EUR 49 or USD 49 excl. tax and of a 60-minute session EUR 99 or USD 99 excl. tax depending on customer's location

3. Technical requirements applying before a remote support session ("Quick Support Requirements"):

- a. You must download our Quick Support module from the following link: https://get.teamviewer.com/antelopesupport.
- b. When using macOS, please follow the instructions for granting access in the following articles:
 - i. For versions up to macOS 10.15: instruction.
 - ii. For macOS 13.0 and later: instruction.
- c. You must have fulfilled the Quick Support Requirements before the remote support session. Otherwise, we may either reschedule the Service to another date or use some of the purchased session time to fulfil the technical requirements. We will inform you in advance of your options and will not use any of your purchased time if not necessary.
- d. To verify that your requested time has been used, we may record the remote support session. This recording will only be used in the event of any disputes between us. The records will be kept for a period of 60 (sixty) days, after which they will be deleted if there is no dispute.

4. Confidential information and personal data requirements

Antelope Audio Support do not use and do not need access to any personal information or data during the remote support session. Before starting a session, we recommend that You put away or hide any personal data, or any other confidential information visible on your desktop.

5. Session Duration:

- a. The Service has a fixed duration. Once the time runs out, the service is considered completed.
- b. You may also choose to purchase multiple sessions if you need more time.

6. Technical problems:

a. In the event of a technical issue on our side, we will offer you alternative dates and times or a different support application (e.g. Microsoft Teams).

7. Limitations:

- a. The Service does not guarantee the resolution of problems beyond our capabilities and knowledge. The Service is aimed at minimizing your downtime in critical situations and is performed on the condition that we have identified that we can provide a solution to your needs.
- If an Antelope hardware defect, known Issue, incompatible configuration or external software problem is detected during the session, the Service is considered completed.

8. Responsibility:

a. Antelope Audio is not responsible for any subsequent issues that arise after the session ends.

9. Language of communication:

- a. The Service is available only in **English**.
- b. If you do not speak English, we may terminate the Service, which will be marked as completed.

III. EXPERT GUIDANCE 1-ON-1

1. Service overview

Get **personalized, 1-on-1 support** from our audio experts to address your Antelope setup and integration questions. Whether you need help with Dante configuration, multichannel audio, Avid HDX setup, or choosing the right gear for your future studio, we're here to provide clear, professional advice tailored to your needs.

2. Duration and price

- a. Duration: You can purchase 30-minute or 60-minute remote support session
- b. Price: The price of a 30-minute session is EUR 49 or USD 49 excl. tax and of a 60-minute session EUR 99 or USD 99 excl. tax depending on customer's location

3. Technical requirements:

- a. This Service is rendered via Microsoft Teams;
- b. To verify that your requested time has been used, we may record the remote support session. This recording will only be used in the event of any disputes between us. The records will be kept for a period of 60 (sixty) days, after which they will be deleted if there is no dispute.

4. Confidential information and personal data requirements

Antelope Audio Support do not use and do not need access to any personal information or data during the remote support session. Before starting a session, we recommend that You put away or hide any personal data, or any other confidential information visible on your desktop.

5. Session Duration:

- c. The Service has a fixed duration. Once the time runs out, the service is considered completed.
- a. You may choose to purchase more than one session if needed.

6. Technical problems:

a. In the event of a technical issue on our side, we will offer you alternative dates and times or a different support application (e.g. Microsoft Teams).

7. Limitations:

a. The Service does not guarantee the resolution of problems beyond our capabilities and knowledge. The Service is aimed at helping you find the right Antelope Audio product for your needs.

8. Responsibility:

a. Antelope Audio is not responsible for any subsequent issues that arise after the session ends.

9. Language of communication:

- a. The Service is available only in **English**.
- b. If you do not speak English, we may terminate the Service, which will be marked as completed.

IV. ON-SITE CUSTOMER SUPPORT

1. Service overview

Antelope Audio On-Site Customer Support provides customers with a dedicated technical specialist who will travel to your location in Europe to deliver hands-on support, troubleshooting, and system optimization for Antelope Audio products.

This service is available in 10, 20, or 40-hour increments per working week and is designed to provide a high-touch, personalized support experience by working as an extension of the customer's technical team.

2. Customer Requirements

To ensure efficient service delivery, you must meet the following conditions:

- All Antelope Audio equipment must be in warranty.
- Customers must use fully supported versions of Antelope Audio products that are not considered legacy devices.
- The assigned support specialist will be allocated to one specific location per contract. If multiple sites exist within the same facility or area, you must specify the primary service location.
- You must commit to and allocate consecutive and long enough onsite service time to allow for structured support visits for the purchased hourly increment of on-site support time.

- Exceptions will be made about critical issues or pre-scheduled off-hours service and maintenance.
- You must be based in Europe.

3. Program Guidelines

Antelope Audio On-Site Customer Support is a fully onsite service, meaning an Antelope Audio support specialist will physically visit the customer's location to perform the following tasks:

Deep System Knowledge & Documentation

- The assigned specialist develops a thorough understanding of the customer's unique Antelope Audio environment.
- Maintains detailed records, schematics, and system configurations to ensure faster troubleshooting and more efficient support.

• Proactive System Maintenance & Upgrade Planning

- Ensures all software, firmware, and patches are up to date while planning for future upgrades and version compatibility.
- Provides expert guidance on best practices for new implementations and system optimizations.

• Onsite Troubleshooting & Issue Resolution

- Investigates and resolves hardware, software, and performance-related issues during each onsite visit.
- Works directly with Antelope Audio Engineering and Product Management teams to escalate and resolve complex technical challenges.

• Regular Reporting & Prioritization

 Weekly case activity reports keep the customer informed of work in progress or completed service.

• Direct Access to Antelope Audio Experts

 Customers benefit from a direct communication channel with Antelope Audio's engineering, product development, and support teams.

Fully Onsite Support – No Remote Assistance

 This service does not include other paid remote support services. All troubleshooting, maintenance, and optimizations are conducted exclusively at the customer's location by the dedicated technical specialist.

4. Service Utilization Guidelines

• Time Allocation & Reporting

 Hours are tracked and allocated for onsite issue resolution, system monitoring, maintenance, and consulting. You will receive a usage report detailing the support activities performed.

- The hourly increments of On-Site Support do not include mandatory breaks of 15 mins every 3 hours and a daily lunch break of 1 hour.
- The maximum hours of On-Site Service per working day are 8 hours.
- The maximum hours of On-Site Service per working week are 40 hours.
- Increments of 10 and 20 hours must be used within one working week and increments of 40 hours must be used within two calendar weeks.
- The minimum increment to be used per visit is 10 hours. If a visit uses up less than one minimum increment of 10 hours, we will consider the service completed and all 10 hours will be used up.
- Non-Rollable Hours Hours must be used within the scheduled timeframe and cannot be carried over to future time.
- Scope of Service This service covers onsite troubleshooting, software patch installations,
 Audio Hardware Configuration, Performance Optimization, HDX and Dante Setup and routing,
 Cable configuration, and hardware replacements (only if agreed in advance of the visit).
- Language Availability Antelope Audio On-Site Customer Support is provided exclusively in English.

5. Hours of Access & Onsite Response Time

Antelope Audio On-Site Customer Support is provided strictly at customer's location during normal business hours.

- Scheduled Visits: Customers must dedicate the necessary time and provide the required
 access to Antelope Audio hardware and software products for the selected services to be
 performed. Specific service days and hours per day are agreed with customers in advance.
- Response Time for Critical Issues:
 - Onsite arrival within one business day for critical or emergency cases, subject to scheduling availability.
- No Remote Support: All issues are handled in person at the customer's site.

6. Travel and Expenses

All travel and expenses associated with the On-Site Support Service will be included in the service quotation provided by Antelope Audio. After customer's confirmation of the quotation and approval of the expenses, customer must pay for the service before the service commences.

The purchased hourly increments are per single visit only and must be exhausted within the agreed scheduled consecutive days.

V. MISCELLANEOUS

1. Force Majeure

We shall not be liable for any damage or penalty for delay in delivery of Services or for failure to give notice of delay when such delay is due to the elements, acts of god, acts of the user, act of civil or military authority, war, riots, concerted labor action, shortages of materials, delay in transport means or any other causes beyond Our reasonable control.

2. Assignment and subcontracting

We shall be entitled at all times to assign our rights under these Terms of Service (in whole or in part) or to subcontract any part of the work or services to be provided to you.

3. Waiver

- **3.1.** If any provision of these Terms of Service is found to be invalid or unenforceable under the law, that provision will be limited or eliminated to the minimum extent necessary so that the Terms of Service otherwise will remain in full force and effect and enforceable.
- **3.2.** Our failure to exercise or enforce any rights hereunder shall not be deemed to be a waiver of any such right nor operate so as to bar the exercise or enforcement thereof at any time or times thereafter.

4. Applicable law

Unless otherwise agreed in writing, the terms and conditions contained herein shall be governed by and construed under the laws of the State of Michigan, USA. Any dispute, controversy or claim arising under, out of or relating to this Terms of Service or the breach thereof shall be settled by arbitration administered by the American Arbitration Association and held at its Detroit Area office in accordance with its Commercial Arbitration Rules. Judgment on the award rendered by the arbitrator(s) may be entered in any court having jurisdiction thereof.

5. Terms Updates

Seller may update these Terms from time to time. The Buyers are advised to check the current terms before placing another order.

Issue date: 20/03/2025