



## SIGN-EXPRESS STANDARD ONSITE SERVICE AND SUPPORT PLAN TERMS AND CONDITIONS

SIGN-EXPRESS ("SIGN-EXPRESS") will provide services to the owner of an SIGN-EXPRESS product ("Customer"), which has purchased support services, as described in this Standard SIGN-EXPRESS Onsite Service and Support Plan ("Service Plan"), in accordance with the following terms and conditions ("Terms and Conditions"):

### 1. Definitions. The following definitions shall apply:

- 1.1 "Phone Support Hours" means 8:00 a.m. to 6:00 p.m. Central Standard Time or such other times as SIGN-EXPRESS may notify Customer in writing.
- 1.2 "Business Day" means Monday through Friday, excluding major holidays, as determined by SIGN-EXPRESS.
- 1.3 "Coverage Period" means the time period described in the Proof of Coverage during which SIGN-EXPRESS will provide Support Services to Customer under the Service Plan. Under no circumstances will such period exceed 5 years.
- 1.4 "Unqualified Enrollment" is when a client or installer has failed to provide the necessary documentation and photos to comply with the proper installation and operation of the sold equipment. These requirements are defined in section (2). Under no circumstances will such period exceed (1) one year.
- 1.5 "Covered Equipment" means the SIGN-EXPRESS provided hardware product(s) listed on the Proof of Coverage for which Customer is eligible to receive Support Services under the Service Plan. In general, Covered Equipment will only include hardware and software products manufactured by SIGN-EXPRESS, external controllers, and hardware integral and internal to a SIGN-EXPRESS electronic display. In general, Covered Equipment does not include any other third-party hardware products or software, even if packaged or sold with SIGN-EXPRESS hardware, including third-party communication devices such as wireless devices and modems.
- 1.6 "Effective Date" means the date when SIGN-EXPRESS accepts Customer's enrollment in the Service Plan pursuant to Section 2 below.
- 1.7 "Proof of Coverage" means the document provided to Customer by SIGN-EXPRESS that confirms SIGN-EXPRESS's acceptance of Customer's enrollment in the Service Plan and describes the Service Plan's Effective Date, Covered Equipment and Coverage Period. All display warranties start from the day of shipment or the day of installation completion if SIGN-EXPRESS is managing the installation.
- 1.8 "Support Incident" means a specific, discrete problem that can be answered or resolved by isolating its origin to a single cause. SIGN-EXPRESS, in its sole discretion, will determine what constitutes a Support Incident. A Support Incident has reached resolution when Customer receives one of the following:
  - (a) Information that resolves the problem;
  - (b) Information on how to obtain a software solution that will resolve the problem;
  - (c) Notice that the problem is caused by a known, unresolved issue or an incompatibility issue with the applicable Supported Product;
  - (d) Information that identifies the problem as being resolved by upgrading to a newer release of the Supported Product; or
  - (e) Notice that the problem has been identified as a Customer hardware equipment or software issue that is not caused by the Supported Product.
  - (f) Repair or replacement services that resolve the problem.
- 1.9 "Supported Product(s)" means the originally configured Covered Equipment and SIGN-EXPRESS's proprietary software product installed thereon, and updates thereof that are licensed by Customer, provided such updates are commercially released by SIGN-EXPRESS and are not in beta or pre-release form.

1.10 "Support Services" means collectively the technical support services provided by SIGN-EXPRESS pursuant to Section 3.1 below and repair and replacement services provided by SIGN-EXPRESS pursuant to Section 3.2 below.

1.11 On-Site Service Regions" means the 48 US states and most of Canada.

### 2. Acceptance of Enrollment and Initiation of Service Plan

- 2.1 The Service Plan shall become effective only after all of the following has occurred:
  - i. SIGN-EXPRESS receives an order for a Service Plan and the corresponding payment from Customer or Customer's authorized SIGN-EXPRESS reseller for such Service Plan;
  - ii. SIGN-EXPRESS completes a detailed photo inspection of the proposed Covered Equipment and certifies that the equipment meets SIGN-EXPRESS's Installation Standards and Enrollment Eligibility Requirements, which are available upon request when installation is performed. Otherwise; and
  - iii. SIGN-EXPRESS provides Customer with a Proof of Coverage Certificate.

### 3. Services

A. Unless the Terms and Conditions and this Service Plan are terminated earlier pursuant to the Section 8 ("Termination") below, during the Coverage Period, SIGN-EXPRESS will provide to Customer the following Support Services:

#### 3.1 Technical Support Services:

- a. General. SIGN-EXPRESS will provide technical telephone resources during Phone Support Hours for the purpose of resolving Support Incidents relating to:
  - (i) Supported Product installation, launch, configuration, troubleshooting;
  - (ii) Sending content files to or from a Supported Product;
  - (iii) Interpreting software error messages for a Supported Product; and
  - (iv) Determining when repair or replacement support services are required for the Covered Equipment pursuant to Section 3.2 below.

Technical Support Services will be provided exclusively to Customer for the sole purpose of assisting Customer in its use of the Supported Product. Customer may not transfer or utilize the technical support services provided hereunder in connection with support of any third party or their use of another product.

B. Restrictions. SIGN-EXPRESS will not provide Technical Support Services relating to problems or issues arising out of or from:

- (i) The use or modification of a Supported Product in a manner for which it is not intended,
- (ii) The use of a third-party or SIGN-EXPRESS branded product or software that is not a Supported Product, whether or not bundled with the Covered Equipment,
- (iii) The failure of Customer to upgrade a Supported Product to a more current software release,
- (iv) Networking problems caused by computer or networking equipment not part of Covered Equipment.

SIGN-EXPRESS Technical Support Services do not include training or assistance with creating custom content other than providing support when SIGN-EXPRESS provided software does not operate as intended. It does not include answering questions that are readily answered by consulting documentation that accompanies software or is available



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from SIGN-EXPRESS. SIGN-EXPRESS may answer an occasional question that falls within these exclusions.

### 3.2 Repair or Replacement Service:

A. General. If a defect in materials or workmanship arises in the Covered Equipment during the Coverage Period and Customer notifies SIGN-EXPRESS within that period, SIGN-EXPRESS will, at its option, repair or replace the affected Covered Equipment. SIGN-EXPRESS will provide both parts and labor, but may direct the Customer to replace certain readily installable parts, as described in subparagraph ii below. SIGN-EXPRESS will provide, at its sole discretion, replacement products or parts that may be manufactured from new, refurbished or serviceable used parts. Replacement products or parts will be functionally equivalent and of substantially similar make and specifications as the products or parts that they replace, but not necessarily of the same dimensions. Such replacement products or parts will be subject to the Service Plan for the remaining duration of the Coverage Period. Defective parts and products that are replaced hereunder will become the property of SIGN-EXPRESS and Customer hereby assigns all right, title and interest to such replaced products and parts to SIGN-EXPRESS. If SIGN-EXPRESS determines that repair or replacement services are required per this Section 3.2, it may facilitate service through one or more of the following options:

i. On-site service will be provided for Covered Equipment products if the location of the Covered Equipment is within Onsite Service Regions. These regions include 48 US states and most of Canada. When on-site service is required within such coverage area, SIGN-EXPRESS will dispatch a service technician to the location of the Covered Equipment for the purpose of performing Support Services pursuant to this Section 3.2. After a per service incident \$200 Co-Pay has been paid when required, SIGN-EXPRESS will arrange for and pay for the rental cost of aerial lift equipment to reach the Covered Equipment, provided that the necessary height does not to exceed 37 feet in maximum height from the ground. SIGN-EXPRESS will use commercially reasonable efforts to provide a service technician and the aerial lift equipment noted above at the location within three (3) business days. Heights of 38+ may be supported if ladder and catwalk access is available.

If a service technician visits a location within a scheduled service time window and no Customer representative is available to provide access to Covered Equipment and its supporting power and data systems within 30 minutes, a service trip fee will apply. Up to \$500 will be assessed.

SIGN-EXPRESS will determine the technician used to perform the repairs. At no time will the customer hire or determine the service technician to perform the repairs.

ii. "Do It Yourself" service may be available for some Covered Equipment. SIGN-EXPRESS may determine when providing technical support services pursuant to Section 3.1 that Customer can repair a defect in the Covered Equipment using a replacement product, part or software update. SIGN-EXPRESS will dispatch the replacement product or part to Customer with instructions on how to perform the repair. SIGN-EXPRESS reserves the right to require that a product or part that is replaced during a repair be returned to SIGN-EXPRESS. Should Customer fail to return a replaced product or part, as requested, Customer will be responsible to SIGN-EXPRESS for the retail price of the replacement product or part. If SIGN-EXPRESS requires the return of a product or part, SIGN-EXPRESS will send to Customer prepaid shipping label and appropriate packaging material, if necessary, to facilitate the return. SIGN-EXPRESS will pay for shipping to and from the Customer's location if SIGN-EXPRESS's instructions are followed. A current credit card must be kept on file before issuing any parts directly to the customer. This is to ensure that the warranty parts are returned within thirty (21) days from delivery date or the credit card will be charged for the full retail value of the parts shipped.

SIGN-EXPRESS reserves the right to change at any time the method by which SIGN-EXPRESS may provide a particular service. The service that SIGN-EXPRESS delivers may vary from country to country.

### B. Restrictions. Repair and Replacement Service does not cover:

- i. Damage or failures caused by a device that does not constitute Covered Equipment, regardless of whether or not purchased at the same time as the Covered Equipment;
- ii. Damage to the Covered Equipment caused by accident, abuse, neglect, vandalism, misuse (including faulty installation, repair, or maintenance by anyone other than SIGN-EXPRESS or an SIGN-EXPRESS Authorized Service Provider), unauthorized modification, extreme physical or electrical stress or interference, fluctuation or surges of electrical power, lightning, floods, fire, acts of God, war, terrorism or other external causes, including Force Majeure;
- iii. Covered Equipment that has been moved from its initial installation location or is mounted in a mobile structure;
- iv. Cosmetic damage to the Covered Equipment (including but not limited to scratches, dents and broken plastic that do not otherwise affect the functionality of Covered Equipment or materially impair use of Covered Equipment);
- v. Covered Equipment whose serial number has been removed, altered, defaced or in any other way made illegible;
- vi. Covered Equipment that has been lost or stolen. The Service Plan only covers Covered Equipment that is physically at Customer's location in its entirety;
- vii. Recovery or transfer of any data or software stored on the Covered Equipment not originally installed on the Covered Equipment;
- viii. Installation or removal of the Covered Equipment, except to effect service;
- ix. Pixel replacement in Covered Equipment when less than 2% or more of pixels per display face are exhibiting limited or non operational LEDs. In such cases, replacement pixels will be offered free of charge to Customer for "Do It Yourself" service but SIGN-EXPRESS will not dispatch a service technician;
- x. Preventative maintenance or cleaning;
- xi. Service necessary to comply with the regulations of any government body or agency arising after the initiation of the Service Plan;
- xii. Covered Equipment belonging to a Customer whose account reflects invoices, which are 45 days or more in arrears;
- xiii. In the case of display replacement, modifications of structures required to remove an existing display or Covered Equipment, including, but not limited to, the use of a crane, fabrication costs, labor for dismantling or erecting a sign, display or Covered Equipment, or installation costs of a new display or Covered Equipment. SIGN-EXPRESS will only cover the costs, including delivery to customer site, of a replacement for Covered Equipment.
- xiv. On-site Customer visits resulting from turned off emergency switches, blown fuses or triggered circuit breakers. In the event of an on-site visit by SIGN-EXPRESS or its representatives as a result of such events, Customer shall be charged a fee at its then prevailing rates; not to exceed \$500
- xv. Service required due to any viruses, Trojan horses, worms or like destructive code or code that self-replicates, which was not included in the Covered Equipment by SIGN-EXPRESS;

In the event that SIGN-EXPRESS performs a service call and discovers that the product failure is outside the scope of this Service Plan, SIGN-EXPRESS will bill customer at SIGN-EXPRESS's then prevailing hourly rate for the service call not to exceed \$500 and, if deployed, rental cost of aerial lift equipment.

In the event that Customer requests onsite support either before an onsite service visit or during an onsite service call that is outside the scope of this Service Plan, SIGN-EXPRESS may offer, at its sole



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discretion, to attempt to remedy the problem that requires support at SIGN-EXPRESS's then prevailing hourly service rates on a time and materials basis. SIGN-EXPRESS makes no warranty that it will be successful resolving or repairing an issue outside the scope of this Service Plan

3.3 Obtaining Support Services. To obtain Support Services under the Service Plan, Customer may visit the service website address "http://www.sign-express.com/" and complete the support request form. During normal Phone Support Hours you can contact the telephone number listed in the Proof of Coverage Certificate or listed on the above listed website. SIGN-EXPRESS will provide technical Support Services pursuant to Section 3.1 and, if necessary, determine whether the Covered Equipment requires repair and replacement service pursuant to Section 3.2. If repair and replacement Support Service is required pursuant to Section 3.2, SIGN-EXPRESS will inform Customer of the logistics with respect to provision of such Support Services.

#### 4. Customer Responsibilities

4.1 To receive Support Services, Customer must have a Proof of Coverage Certificate provided by SIGN-EXPRESS. Customer will retain the Proof of Coverage Certificate and the original sales receipt for the Covered Equipment and Service Plan to verify eligibility for Service Plan coverage. Customer may obtain Support Services by following the instructions provided by SIGN-EXPRESS. Customer will cooperate with and follow instructions provided by SIGN-EXPRESS with respect to provision of Support Services, including but not limited to, assisting SIGN-EXPRESS to diagnose or replicate an issue.

4.2 Customer will ensure that while performing Support Services, SIGN-EXPRESS has permission to access and use the Covered Equipment and any related and necessary third party equipment including all related data, hardware, network and software components. Customer will provide free, safe, and sufficient access to its facilities to allow SIGN-EXPRESS or its agents to perform on-site Support Services.

4.3 Customer is responsible for maintaining a data backup and recovery plan and all restoration and reconstruction of lost or altered files, data, or non-SIGN-EXPRESS provided programs.

4.4 Customer will not use the Support Services received under this Service Plan in a fraudulent or abusive manner.

#### 5. Disclaimer of Warranty

SIGN-EXPRESS will use commercially reasonable efforts to perform Support Services under this Service Plan in a professional manner. TO THE EXTENT PERMITTED BY LAW, THE EXPRESS WARRANTY, REMEDIES AND CONDITIONS SET FORTH HEREIN ARE EXCLUSIVE AND IN LIEU OF ALL OTHER WARRANTIES, REMEDIES AND CONDITIONS, WHETHER ORAL OR WRITTEN, STATUTORY, EXPRESS OR IMPLIED. AS PERMITTED BY APPLICABLE LAW, SIGN-EXPRESS SPECIFICALLY DISCLAIMS ANY AND ALL STATUTORY OR IMPLIED WARRANTIES OR CONDITIONS RELATED TO OR ARISING IN ANY WAY OUT OF THIS SERVICE PLAN, INCLUDING ANY IMPLIED WARRANTY OR CONDITION OF SATISFACTORY QUALITY, MERCHANTABILITY, OR FITNESS FOR A PARTICULAR PURPOSE.

#### 6. Limitation of Liability

6.1 SIGN-EXPRESS AND ITS EMPLOYEES AND AGENTS WILL UNDER NO CIRCUMSTANCES BE LIABLE TO CUSTOMER OR ANY SUBSEQUENT TRANSFEREE 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 SIGN-EXPRESS'S OBLIGATIONS UNDER THIS SERVICE PLAN. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, THE LIMIT OF SIGN-EXPRESS AND ITS EMPLOYEES AND AGENT'S LIABILITY

TO CUSTOMER AND ANY SUBSEQUENT TRANSFEREE ARISING UNDER THESE TERMS AND CONDITIONS SHALL NOT EXCEED THE ORIGINAL PRICE PAID FOR THE SERVICE PLAN. SIGN-EXPRESS SPECIFICALLY DOES NOT WARRANT THAT IT WILL BE ABLE TO (i) RESOLVE ANY SUPPORT INCIDENT WITHOUT RISK TO OR LOSS OF SOFTWARE PROGRAMS OR DATA, OR (ii) MAINTAIN THE CONFIDENTIALITY OF DATA.

6.2 FOR CONSUMERS IN JURISDICTIONS WHO HAVE THE BENEFIT OF CONSUMER PROTECTION LAWS OR REGULATIONS, THE BENEFITS CONFERRED BY THIS SERVICE 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, SIGN-EXPRESS'S LIABILITY IS LIMITED, AT ITS SOLE OPTION, TO REPERFORM THE SUPPORT SERVICE OR REFUND SUMS PAID.

#### 7. Termination

7.1 Subject to applicable law, SIGN-EXPRESS may change or terminate this Service Plan upon no less than thirty (30) days' written notice to Customer. Unless applicable law provides otherwise, if SIGN-EXPRESS cancels this Service Plan, Customer will receive a pro-rata refund of the Service Plan's standard price as set forth in Proof of Coverage determined by dividing the time between the date of cancellation and the date of expiration of the Coverage Period by the Coverage Period. SIGN-EXPRESS may terminate this Service Plan immediately, if Customer makes a misrepresentation or breaches any of the Terms and Conditions. If SIGN-EXPRESS cancels this Service Plan for Customer's misrepresentation or breach, the sums paid for the Service Plan will be non-refundable.

7.2 Subject to applicable law, Customer may only cancel this Service Plan for breach of Terms and Conditions or if SIGN-EXPRESS provides a written notice to Customer of a change in the Service Plan which customer does not accept. To cancel this Service Plan, Customer must send a written notice to SIGN-EXPRESS via registered mail or a nationally recognized courier to SIGN-EXPRESS Service Plan Administration, SIGN-EXPRESS ADDRESS. Customer's notice of cancellation must be accompanied by a copy of the proof of purchase of the Service Plan. Unless applicable law provides otherwise, if Customer cancels this plan, Customer will receive a pro-rata refund of the Service Plan's standard price as set forth in Proof of Coverage determined by dividing the time between the date of cancellation and the date of expiration of the Coverage Period by the Coverage Period, minus the value of any services, as determined by SIGN-EXPRESS in its sole discretion, provided to Customer under the Service Plan prior to such cancellation. All terms and conditions, limitations, exclusions and warranties contained herein that by their sense and context are intended to survive the termination of this Service Plan shall so survive.

#### 8. Transfer of Service Plan

Customer may transfer this Service Plan by sending SIGN-EXPRESS written notice of the transfer to SIGN-EXPRESS by registered mail or nationally recognized courier to SIGN-EXPRESS Service Plan Administration, SIGN-EXPRESS ADDRESS. Written notice of transfer must include the Service Plan's agreement number, proof of purchase of the Service Plan, and the name, address, telephone number and email address of the transferee.

#### 9. General

9.1 Availability of Service Plan. The Service Plan is available only in the On-Site Service Regions.

9.2 English Only. All Support Services shall be provided in English only.

9.3 Force Majeure. SIGN-EXPRESS will not be liable for performance delays or for non-performance, due to causes beyond its reasonable control.

9.4 Additional Rights to Warranty. This is not a warranty. The Covered Equipment may come with a limited warranty from SIGN-EXPRESS. It



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is Customer's responsibility to review the terms of the warranty to identify the rights and remedies contained therein. The rights provided under this Service Plan are in addition to those contained in the Covered Equipment's warranty.

9.5 Use of Third Parties. SIGN-EXPRESS may subcontract or assign performance of its obligations under this Service Plan to third parties.

9.6 Additional Services. Any additional services provided as part of the Support Services under the Service Plan shall be governed by this Service Plan. In the event that software is made available as part of the Support Services, such software shall be the copyrighted work of SIGN-EXPRESS and/or its suppliers. Customer may install, reproduce, and, is hereby granted the license to use such software exclusively for the purpose of supporting the Supported Products, but, except as may be permitted by applicable law, may not decompile, reverse engineer, modify, rent, lease, loan, or create derivative works in such software. If such software is subject to the terms of a separate license agreement, the terms of the separate license agreement shall govern the software's terms of use.

9.7 Waiver; Severability. A waiver of any breach or default under this Service Plan shall not constitute a waiver of any subsequent breach or default. If a court of competent jurisdiction holds that any provision of this Service Plan is invalid or unenforceable, the remaining portions will remain in full force and effect, and the parties will replace the invalid or unenforceable provision with a valid and enforceable provision that achieves the original intent of the parties and economic effect of this Service Plan.

9.8 Governing Law. This Service Plan will be governed by the laws of the State of Texas without regard to its conflict of laws provisions.

9.9 Customer Data. Customer agrees and understands that it is necessary for SIGN-EXPRESS to collect, process and use its data in order to perform the service and support obligations under the Service Plan. This may include the necessity to transfer data to affiliated companies or service providers located in countries other than the location of Covered Equipment and the United States of America.

9.10 Complete Agreement. This Service Plan, including any additional terms referenced herein, constitute the entire agreement between SIGN-EXPRESS and Customer with regard to the Service Plan and the Support Services provided there under and supersedes all prior negotiations, agreements, and understandings with respect to the subject matter, and no addition to or deletion from or modification of any of the provisions hereto shall be binding upon SIGN-EXPRESS unless made in writing and signed by an authorized representative of SIGN-EXPRESS. Any term or condition on any order or other document submitted by Customer shall be of no force or effect whatsoever, and is specifically rejected. This Services Plan shall not renew.

## 10. Dispute Resolution.

10.1. Acknowledgments. SIGN-EXPRESS and Customer acknowledges and agrees that it is preferable to resolve all disputes between them confidentially, individually, and in an expeditious and inexpensive manner. The parties accordingly acknowledge and agree that private dispute resolution is preferable to court actions.

10.2. Good Faith Negotiation. Before commencing any arbitration in the manner set out in Section 10.3 below, SIGN-EXPRESS and Customer shall first attempt to resolve any dispute or differences between them by way of good faith negotiation. The good faith negotiation shall commence by each party communicating their position regarding the complaint, claim, dispute, or controversy to the other party, and how the

parties should resolve the dispute. The parties shall then make good faith efforts to negotiate a resolution of the claim, dispute, or controversy. Neither party shall commence any arbitral proceedings unless and until the good faith negotiation fails.

10.3. Arbitration. ANY CLAIM, DISPUTE, OR CONTROVERSY (WHETHER IN CONTRACT, TORT, OR OTHERWISE, WHETHER PREEXISTING, PRESENT OR FUTURE, AND INCLUDING STATUTORY, COMMON LAW, INTENTIONAL TORT AND EQUITABLE CLAIMS CAPABLE IN LAW OF BEING SUBMITTED TO BINDING ARBITRATION) AGAINST SIGN-EXPRESS, its agents, employees, officers, directors, successors, assigns or affiliates (collectively for purposes of this paragraph, "SIGN-EXPRESS") arising from or relating to this Service Plan, its interpretation, or the breach, termination or validity thereof, the relationships between the parties, whether pre-existing, present or future, (including, to the full extent permitted by applicable law), SIGN-EXPRESS's advertising, or any related purchase SHALL BE RESOLVED EXCLUSIVELY AND FINALLY BY BINDING ARBITRATION located in Harris County under its code of procedure then in effect. The arbitration will be limited solely to the dispute or controversy between Customer and SIGN-EXPRESS. Any award of the arbitrator(s) shall be final and binding on each of the parties, and may be entered as a judgment in any court of competent jurisdiction. Said arbitration shall be by a retired or former Texas judge or justice (as defined by the Texas private judge statute) selected according to this section. First, the party with a claim or complaint shall send written demand stating the exact matter in dispute to the other party. This shall allow the parties to attempt to settle their dispute without needless expense. However, if the written demand does not settle the matter, then Sign-Express will send the Client a list of three retired or former Texas court judges or justices ("List" herein). The Client shall then select a judge from the list and send its selection, in writing by certified mail, back to Sign-Express within 30 days of receipt of the List. If the Client does not select an arbitrator from the List within the 30 day time frame, then Sign-Express will select an arbitrator from the List. The retired or former Texas court judge or justice will then be notified of selection as an arbitrator. If the judge or justice selected is unable to serve, then Sign-Express will supply another three names and Client(s) will select accordingly until an arbitrator is selected. Once selected, the arbitrator shall establish the pre-arbitration procedures and the arbitration procedure. The Texas Rules of Evidence shall apply to the proceedings unless otherwise decided. Any such arbitration proceeding shall be conducted in Harris County, Texas pursuant to the substantive laws of Texas. Any party to any award rendered in such arbitration proceeding may seek a judgment upon the award and the judgment may be entered by any federal or state court in Harris County, Texas having jurisdiction. The parties may by written agreement only waive any or all of the provisions of this section. Reasonable Attorney Fees. In the event litigation is commenced to enforce the terms of this agreement or to collect sums owed to Sign-Express from the Buyer the prevailing party shall be awarded reasonable attorney fees incurred.

10.4. Injunctive Relief and Provisional Relief in Aid of Arbitration. Notwithstanding the provisions in this Section 10 or anywhere else in this Service Plan, SIGN-EXPRESS shall have the right to seek and obtain any provisional or interim relief from any court of competent jurisdiction to protect its trade-mark or property rights or to preserve the status quo pending good faith negotiation and/or arbitration.