

TL: PLEASE READ THE FOLLOWING DISCLAIMER PRIOR TO AUTHORIZING WORK TO SPENCER TECHNOLOGIES RELATED TO SONIC WALL FIRMWARE UPGRADE

SPENCER TECHNICIAN: DO NOT START SONIC WALL UPGRADE UNLESS THE TL OR FRANCHISEE CAN ATTEST THEY HAVE SIGNED THIS DOCUMENT AND SUBMITTED TO SPENCER PM, BOBBY TARUC, rtaruc@spencertech.com, cell 331-201-1923.

- **Spencer Technologies Firewall Firmware Upgrade Disclaimer:**

- Under no circumstances shall Spencer be liable to the Client or any other person for any indirect, special or consequential damages, including loss of use or loss of profits, Sport Clips corporate and TL confidential and sensitive data breach arising from any network intrusions, incorrect setting or firewall configurations. Spencer's only responsibility is to provide the firewall update from the vendor and/or Sport Clips.

- **General Warranty Provisions:**

- Under no circumstances shall Spencer be liable to the Client or any other person for any indirect, special or consequential damages, including loss of use or loss of profits, whether arising out of breach of warranty, breach of contract or otherwise, nor shall it be liable for damages exceeding the amount charged by Spencer for the original installation.
- Statements made relating to the installation, made prior to execution of this agreement, are not warranties. It is understood that such statements were not intended to, and did not, form a part of the agreement; they were merely made in the course of negotiations between the parties.
- If any work is completed outside of local, state, federal, EIA, IEEE, ISO or NEC code as identified by Spencer, but approved by the Client, all warranties will be nullified.
- Exclusions:
 - Manufacturer defects or other third-party related software issues.
 - Any costs for warranty or third-party repair administration.
 - Issues that had been attempted to be corrected by the Client or another third-party.
- Spencer will attempt to provide remediation to warranty escalations within ten (10) business days or sooner (not including any lead-time for freight transit or product manufacturing/supply chain lead-times).

If there are any objections or concerns related to this disclaimer, please reach out to Andrea Rokovich, Andrea.Rokovich@sportclips.com and or (800) 872-4247 Opt. 9.

I understand and accept the terms and conditions of this disclaimer. Please sign and return signed PDF or JPG copy to Rtaruc@spencertech.com.

TL Full Name, Signature and Date

Store #s (if signing for multiple locations) _____